



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, April 18, 2023

2:30 PM

Itasca County Boardroom

FINAL

WORK SESSION MINUTES

I. CALL TO ORDER

Chair Ives called the meeting to order at 2:33 PM.

Attendee Name	Title	Status	Arrived
Cory Smith	District #1	Present	2:33 PM
Terry Snyder	District #2	Present	2:33 PM
John Johnson	District #3	Present	2:33 PM
Burl Ives	District #4	Present	2:33 PM
Casey Venema	District #5	Absent	

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Add Item #6.8 (Declaration of a State of Emergency) and approve the agenda, as amended.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, April 11, 2023 County Board Special Session Re: Economic Development; the minutes of the Tuesday, April 11, 2023 County Board Special Session Re: Itasca Nursing Home - Grand Village Management Contract; and the minutes of the Tuesday, April 11, 2023 County Board Regular Session.

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

V. RECOMMENDED FOR CONSENT AGENDA

1. Approve the 2023/2024 Annual Road Maintenance Agreements and authorize the County Board Chairperson and the Clerk to the County Board to sign Agreements and authorize the County Engineer to modify the Attachment "A" to Agreements as needed and upon mutual agreement with the Township or City.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 04/25/2023 2:30 PM
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2. Enter into a Utility Relocation Agreement with North Itasca Electric for the amount of \$182,500.00 and authorize the necessary signatures on the documents.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 04/25/2023 2:30 PM
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3. Enter into a Utility Relocation Agreement with Arvig Enterprises Inc. for the amount of \$40,142.47 and authorize the necessary signatures on the documents.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 04/25/2023 2:30 PM
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VI. DISCUSSION / INFORMATIONAL

1. Citizen Input

No citizen input provided.

2. Legislative Conference Call

A Legislative Conference Call was provided by Senator Justin Eichorn.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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3. Update on Recovery Support Team and Department of Justice Grant
Public Health Division Manager Kelly Chandler, Recovery Support Team representatives, and program participants provided an update on the Department of Justice Grant and the Recovery Support Team program funded by the grant.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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4. Resolution to Adopt and Implement the Itasca County Comprehensive Local Water Management Plan

District Manager/Water Plan Coordinator Andy Arens provided information regarding the request to adopt the Resolution Re: Adoption and Implementation of the Itasca County Local Water Management Plan.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 04/25/2023 2:30 PM
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5. Letter of Request

Highway Maintenance Director Kory Johnson provided information regarding the request to approve sending a letter to the United States Forest Service (USFS) requesting the allowable use of Off Highway Vehicles on all USFS roads within the Chippewa National Forest.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 04/25/2023 2:30 PM
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6. COPS Grant

County Sheriff Joe Dasovich provided information regarding the COPS Hiring Grant Program.

Motion To: Approve submission of a grant application for the COPS Hiring Grant Program.

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

7. Out-of-State Travel

Motion To: Approve out-of-state travel for County Sheriff Joe Dasovich, Lieutenant Kyle Curtiss, Investigator Matt Bothma, Road Deputy Jake Olson, and Road Deputy Jamie Gilbert to travel to Washington, D.C. to honor Road Deputy Jayme Williams during National Police Week, May 15-19, 2023, when Williams' name will be engraved on the National Law Enforcement Officers Memorial Wall.

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

8. Declaration of a State of Emergency

Motion To: Adopt the Resolution Re: Declaration of a State of Emergency due to damages resulting from current flooding in Itasca County and approve necessary signature to the request of a Preliminary Damage Assessment per state requirements.

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

VII. COMMITTEE REPORTS

Commissioner Smith reported on a recent meeting with Larry Sutherland from Mesabi Metallics.

Commissioner Johnson reported on his attendance at a recent Grand Rapids/Itasca County Cooperating Committee meeting, as well as his recent testimony at Transportation Committee meetings regarding funding for the Highway 169 Cross Range Expressway project.

Commissioner Snyder reported on his attendance at recent Fairgrounds Task Force, Northern Counties Land Use Coordinating Board (NCLUCB), Grand Rapids/Itasca County Cooperating Committee, and Extension Committee meetings, as well as a Chamber Luncheon, Itasca County Township Association (ICTA) Annual Meeting, and various constituent meetings.

Commissioner Ives reported on his attendance at recent Itasca Economic Development Corporation (IEDC) Board, Northeast Minnesota Office of Job Training (NEMOJT), and Labor Negotiation meetings.

VIII. ADMINISTRATOR UPDATE

IX. COMMISSIONER COMMENTS

Commissioner Smith provided comment regarding the upcoming Squaw Lake Fire Department Fish Fry and Bake Sale to be held at the Squaw Lake Community Center and Fire Hall on Saturday, April 22, 2023 from 4-6:30 PM.

Commissioner Johnson provided comment regarding flooded areas within the County and encouraged safety in these areas.

Commissioner Ives provided comment regarding ice safety.

X. ADJOURN

Chair Ives adjourned the meeting at 3:52 PM.

ATTEST



Burl Ives
Chair of the County Board



Brett Skyles
Clerk of the County Board



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, April 18, 2023

RESOLUTION 2023-19

RE: DECLARATION OF A STATE OF EMERGENCY

WHEREAS, the week of April 10, 2023, the above average warm weather caused snow to melt rapidly and cause spring flooding, road washouts and culvert damage which impacted the population of Itasca County and its cities; and

WHEREAS, the week of April 10, 2023, the warm weather affected the spring thaw which has caused a significant amount of public property damage; and

WHEREAS, the Itasca County Department of Emergency Management requests the Itasca County Board of Commissioners to declare Itasca County in a STATE OF EMERGENCY for the week of April 10th spring thaw event.

NOW THEREFORE BE IT RESOLVED, that the Itasca County Board of Commissioners hereby declares Itasca County to be in a State of Emergency for conditions resulting from the April 10-14, 2023, spring thaw event.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 18th day of April A.D. 2023 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 18th day of April A.D. 2023.

Administrator



April 18, 2023

Chair:

PULL: None

ADDITIONS:

1. Items #6.8 – Declaration of a State of Emergency

CHANGES: None

INFORMATIONAL: None



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, April 11, 2023

9:00 AM

Itasca County Boardroom

DRAFT

SPECIAL SESSION MINUTES

I. CALL TO ORDER

Chair Ives called the meeting to order at 9:00 AM.

Attendee Name	Title	Status	Arrived
Cory Smith	District #1	Absent	
Terry Snyder	District #2	Present	9:00 AM
John Johnson	District #3	Present	9:00 AM
Burl Ives	District #4	Present	9:00 AM
Casey Venema	District #5	Present	9:00 AM

II. REGULAR AGENDA

1. Northern Itasca Joint Powers Board Update

Director Tim Johnson and Chair / City of Bigfork Mayor Bryan Boone provided a Northern Itasca Joint Powers Board (NIJPB) update.

RESULT: INFORMATIONAL - NO ACTION TAKEN

2. Grand Rapids Chamber of Commerce Update

President & CEO Malissa Bahr provided a Grand Rapids Chamber of Commerce update.

RESULT: INFORMATIONAL - NO ACTION TAKEN

3. Itasca County Housing & Redevelopment Authority Update

Executive Director Diane Larson provided an Itasca County Housing & Redevelopment Authority (HRA) update.

RESULT: INFORMATIONAL - NO ACTION TAKEN

4. Grand Rapids Economic Development Authority Update

Director of Community Development Rob Mattei provided a Grand Rapids Economic Development Authority (GREDA) update.

RESULT: INFORMATIONAL - NO ACTION TAKEN

Commissioner Snyder exited the meeting at 10:57 AM.

Commissioner Snyder returned to the meeting at 10:58 AM.

III. ADJOURN

Chair Ives adjourned the meeting at 11:44 AM.

ATTEST

Burl Ives
Chair of the County Board

Brett Skyles
Clerk of the County Board



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, April 11, 2023

1:00 PM

Itasca County Boardroom

DRAFT

SPECIAL SESSION MINUTES

I. CALL TO ORDER

Chair Ives called the meeting to order at 1:04 PM.

Attendee Name	Title	Status	Arrived
Cory Smith	District #1	Absent	
Terry Snyder	District #2	Present	1:04 PM
John Johnson	District #3	Present	1:04 PM
Burl Ives	District #4	Present	1:04 PM
Casey Venema	District #5	Present	1:04 PM

II. REGULAR AGENDA

1. Itasca Nursing Home - Grand Village Management Contract

Commissioners discussed the termination of the Itasca Nursing Home - Grand Village Management Agreement between Itasca County and Ecumen.

Motion To: Approve acquiring an independent appraisal of the Itasca Nursing Home – Grand Village property to include facility / immediate proximity value as well as remaining real estate value, and consider all options for the management of the Itasca Nursing Home – Grand Village by either a Single Administrator or management firm.

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

Motion To: Schedule a Special Session Re: Itasca Nursing Home – Grand Village Management Contract on Tuesday, April 25, 2023 at 1 p.m. in the Boardroom of the Itasca County Courthouse.

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

III. ADJOURN

Chair Ives adjourned the meeting at 2:05 PM.

ATTEST

Burl Ives
Chair of the County Board

Brett Skyles
Clerk of the County Board



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, April 11, 2023

2:30 PM

Itasca County Boardroom

DRAFT

REGULAR SESSION MINUTES

I. CALL TO ORDER

Chair Ives called the meeting to order at 2:31 PM.

Attendee Name	Title	Status	Arrived
Cory Smith	District #1	Absent	
Terry Snyder	District #2	Present	2:31 PM
John Johnson	District #3	Present	2:31 PM
Burl Ives	District #4	Present	2:31 PM
Casey Venema	District #5	Present	2:31 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Approve the agenda, as presented.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, April 4, 2023 County Board Work Session.

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

V. CONSENT AGENDA

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

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

1. Approve the Fringe Benefits - Probation Director.
2. Approve a Premises Permit Gambling Application for gambling, as requested by the Greenway Lions Club, to conduct lawful gambling at Swan Lake Country Club, 31341 Filmore Street, Pengilly, MN 55775.

3. Adopt the Resolution RE: Northern Valley Hospital District Line Corrections.
4. Approve the IMCare Quality Program documents.
5. Award County Project 2023-06 for Calcium Chloride and Magnesium Chloride to the lowest responsible bidder, Edwards Oil Inc dba Trimark Industrial and authorize the necessary signatures to execute the contract documents.
6. Adopt the Five Year Plan for Highway Improvement Projects and authorize the expenditure of unorganized township funds on projects listed in the plan.
7. Enter into a Service Agreement with Braun Intertec Corporation for the amount of \$28,160.00 and authorize the necessary signatures on the documents.
8. Award Culvert Replacement project to William J. Schwartz & Sons, Inc., in the amount of \$48,800 to be paid by Conservation Partners Legacy reimbursement grant, and authorize necessary signatures.
9. Adopt the Resolution Re: Sale of Tax-Forfeited Land, a part of parcel #88-031-4105, to the City of Coleraine for a Public Purpose, which approves sale of part of Government Lot Five (5), Section 31, Township 56, Range 24, more particularly described in attached Resolution, under the terms provided in Minnesota Statute 282.01, Subd 1a para (b) for a price of \$250.00 plus all associated costs.
10. Accept the 2023 Minnesota Annual County Boat and Water Safety Grant Agreement between the State of Minnesota and Itasca County and authorize Board Chair Burl Ives and County Administrator Brett Skyles to sign the agreement and conflict of interest disclosure form.

VI. REGULAR AGENDA

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

Welcome to new employee Nicole Korstad, Social Worker, Family Services Division of Health & Human Services, effective April 3, 2023.

Welcome to new employee Savanna Scherf, Administrative Support, Probation Department, effective April 3, 2023.

Farewell to Calvin Johnson whose last day as a Highway Maintenance Sub-Foreman, Transportation Department, will be April 14, 2023 after 18+ years of service.

Farewell to Mark Greiner whose last day as a Deputy Sheriff/Road Deputy will be June 30, 2023 after 25+ years of service.

Farewell to Dawn Hull-Magnusen whose last day as a Social Worker, Family Services Division of HHS Department, will be May 19, 2023 after 15+ years of service.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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3. Commissioner Warrants
Motion To: Approve Commissioner Warrants with a check date of April 14, 2023, in the amount of \$970,567.32.

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

4. Local 1626 MOU – Post Health Care Savings Plan

Motion To: Approve and authorize necessary signatures for the Local 1626 MOU regarding changes to the level of contributions members can contribute to their Post Health Care Savings Plan.

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

5. Itasca Resource Center Lease Space RFP

Motion To: Authorize Itasca County Health & Human Services to submit a Request for Proposals (RFP) for the space available for lease at the Itasca Resource Center.

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

6. GJRA Funding Request

Motion To: Approve a funding request in the amount of \$50,000 from the Greenway Joint Recreation Association (GJRA) for facility upgrades at the Hodgins-Berardo Recreation Center, to be paid for from the American Rescue Plan (ARP) Fund.

RESULT:	APPROVED (3 TO 1)
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Casey Venema
AYES:	John Johnson, Burl Ives, Casey Venema
NAYS:	Terry Snyder
ABSENT:	Cory Smith

7. Letter of Opposition

Motion To: Approve Letter of Opposition regarding "Transportation Greenhouse Gas Emissions Impact Assessment" language in both Senate and House omnibus bills, and authorize Board Chair signature.

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

8. Letter of Public Comment

Motion To: Approve submitting a letter of public comment to the Minnesota Board on Aging for their 2024-2027 State Plan on Aging, specifically requesting changes to the Draft #5 Intrastate Funding Formula that will more equitably serve individuals age 60 and over living in Greater Minnesota.

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

VII. COMMISSIONER COMMENTS

Commissioner Venema provided comment regarding his attendance at recent Highway 169 Completion Coalition meetings.

Commissioner Johnson provided comment regarding his plans to testify at upcoming Transportation Committee meetings regarding funding for the Highway 169 Cross Range Expressway project.

Commissioner Snyder provided comment regarding a recent meeting with Deer River District Ranger Ben Benoit, his attendance at a recent Northern Counties Land Use Coordinating Board (NCLUCB) meeting, and concerns regarding the Tyler v. Hennepin case before the Minnesota Supreme Court.

Commissioner Ives provided comment regarding his attendance at the recent Itasca County Township Association (ICTA) Annual Dinner, concerns regarding a snowmobile trail issue in his area, and shared that President Biden has ended the national emergency in response to the COVID-19 pandemic.

The Itasca County Board of Commissioners also extended condolences to the family of Tim Schwartz.

VIII. CLOSED SESSIONS**IX. ADJOURN**

Chair Ives adjourned the meeting at 3:27 PM.

ATTEST

Burl Ives
Chair of the County Board

Brett Skyles
Clerk of the County Board



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, April 18, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2887

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Kory Johnson

AGENDA ITEM:

Annual Road Maintenance Agreements with Townships and Cities

BOARD ACTION REQUESTED:

Approve the 2023/2024 Annual Road Maintenance Agreements and authorize the County Board Chairperson and the Clerk to the County Board to sign Agreements and authorize the County Engineer to modify the Attachment "A" to Agreements as needed and upon mutual agreement with the Township or City.

BACKGROUND:

Annually, the Itasca County Transportation Department offers the opportunity for Townships and Cities to contract for snowplowing, grading, and dust control services offered by the County. 31 Townships and 4 Cities wish to enter into agreements with Itasca County for these services in 2023/2024. Attached is a copy of the Arbo Township "Agreement for Work on Township Roads" and Attachment "A" which serves as a sample of the agreements.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Arbo (RBA Sample)

04/18/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 04/25/2023 2:30 PM
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AGREEMENT FOR WORK ON TOWNSHIP ROADS

This Agreement made this ____ day of _____, 2022, by and between the County of Itasca, hereinafter referred to as the “County” or “Itasca County”, and the Township of _____, hereinafter referred to as the “Township”.

Whereas, pursuant to the laws of Minnesota, the governing body of any Township may contract with Itasca County, in which the Township is situated, for the use of County equipment and operators, for snow removal from, for the blading of, and for application of dust control materials on any or all Township roads within the Township.

Whereas, pursuant to the laws of Minnesota, the contract price to be paid by the Township to Itasca County, shall not be less than the actual cost to the Transportation Department for the use of such equipment, operator, materials or contracted cost.

Now, wherefore, in consideration for such work the Township agrees to pay Itasca County at the rates shown in Attachment “A”, for the said twelve-month period for snowplowing, grading and/or dust control application, subject to the following:

1. Term
This Agreement for grading, snowplowing and/or dust control application shall commence on the first day of May, 2022, and shall continue for a twelve (12) month period. This Agreement may be extended for additional twelve month periods upon the mutual consent of the Transportation Department and the Township.
2. Termination
Either party may cancel this Agreement upon Thirty (30) days notice, with or without cause. Notice shall be in writing served by mail or in person by the Township to the Itasca County Engineer, and by the Transportation Department to the Township Clerk. In the case of dust control, notice must be received by May 15 for the year of the agreement.
3. Employees
Transportation Department employees performing the work on Township roads as described in this Agreement shall be deemed Transportation Department employees for all purposes while so engaged. Dust control application shall be through an Itasca County contract.
4. Billing
The Township shall pay Itasca County upon receipt of invoice for services, snowplowing services are billed in January, grading services are billed in July, and dust control services are billed in August.
5. Attachment “A”
Attachment “A” shall be considered a part of this “Agreement for Work on Township Roads” and shall provide the information as follows:
 - a.) Annual rates (per mile) for grading gravel roads once per month and twice per month. The annual rates will be set by Itasca County.
 - b.) Annual rate (per mile) for snowplowing. The annual rates will be set by Itasca County.
 - c.) Application rate (per mile, 18 foot width, single application) of dust control. The dust control rates will be based on supplier pricing for the Itasca County wide chloride application.
 - d.) Township shall indicate which roads are included in this agreement, along with the length of each road.
 - e.) Maps of roads as required. Itasca County will provide maps of the Township roads as part of this agreement.

6. Time and Manner of Work

- A. The Transportation Department reserves the right to do the work described in this Agreement on Township roads at such time and in such manner so as to not interfere with, nor delay, the work schedule of County roads. The Transportation Department has an obligation to provide services first to Itasca County Roads. As it is likely that the services provided herein may be also needed at more than one location at any time, it shall be at the sole discretion of the County Highway Engineer or his designee to determine the allocation of resources available to provide services under this agreement. This determination shall be final. The Township hereby absolves and agrees to indemnify and hold harmless Itasca County, its agents, servants or employees from any liability arising from such decisions.
- B. Snowplowing will not be performed before November 1st, or after March 31st; unless determined to be necessary by the District Maintenance Supervisor, the Highway Maintenance Engineer, or the County Highway Engineer.
- C. Snowplowing for emergency situations will only be performed when the Sheriff's Office makes the request. For emergencies, call 911.

7. Unavoidable Delays

Itasca County shall not be held liable in accordance with this contract for unavoidable delays. Unavoidable delays can include delays which were beyond the power of Itasca County to control, with no fault or negligence on its part. Such delays can include acts of nature, i.e. severely inclement weather, floods, tornadoes and strikes.

8. Special Covenants

- A. Township covenants that each road identified in attachment "A", is a public highway which is open for public use, and which is subject to the jurisdiction and control of the Township.
- B. For each road identified in attachment "A", the Township shall:
 - 1. Erect and maintain appropriate signs at the point of termination of each road.
 - 2. Provide a suitable turnaround site as close to the point of termination of said road as practical. The location and size of the turnaround space shall be subject to approval by the Itasca County Engineer in his/her exclusive discretion.
- C. Township covenants that any and all necessary consents have been obtained and remain in effect enabling entry of Itasca County equipment to land beyond the point of termination of any road identified in attachment "A", where such entry is necessary to reach the designated turnaround area.
- D. Township shall defend, indemnify, and save Itasca County harmless from any and all claims, demands and judgments based upon, right of way claims, or arising under Minnesota Statute 160.05, with respect to any road identified in attachment "A", and further including any turnaround area and road leading thereto beyond the designated termination point of road.
- E. Nothing herein shall alter, limit, or diminish the duties and responsibilities of the Township with respect to the roads identified in attachment "A".

9. Indemnification and Hold Harmless

Except as otherwise set forth above in sections 6 and 8 each party shall fully indemnify and hold harmless the other against all claims losses, damages, liability, suits, judgments, costs and expenses by reason of the action, inaction, errors, omissions, or negligence of its employees. This agreement to indemnify and hold harmless does not constitute a waiver by either party of the limitations on liability provided by Minnesota Statutes Chapter 466 or of any defenses or governmental immunities as to third parties. Each party is responsible to maintain liability insurance in at least the amount of its maximum liability under Minnesota Statutes Chapter 466.

To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a “cooperative activity” and it is the intent of the Parties that they shall be deemed a “single government unit” for the purpose of liability, as set forth in Minnesota Statutes, Section 471.59, Subd. 1a; provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.

IN WITNESS WHEREOF, the parties hereunto have each caused this Agreement to be executed by their respective officers, hereby duly authorized, as of the date and year first above written.

I have reviewed the foregoing Agreement and I recommend that the Itasca County Board approve the same.

By: _____
Itasca County Highway Engineer

Date: _____

APPROVAL BY COUNTY OF ITASCA

County Board Chairperson

Date: _____

APPROVAL BY _____ TOWNSHIP

Motion

By: _____
TWP Board Member

Second

By: _____
TWP Board Member

Motion Passed:

TWP Board Chairperson

Date: _____

I, the undersigned, am the duly appointed Clerk or Deputy Clerk of the above referenced unit of government and attest that on the above referenced date, at a duly convened meeting of the Board, a resolution was duly adopted by the Board approving the agreement set forth above.

By: _____
Clerk/Deputy Clerk
Itasca County Board

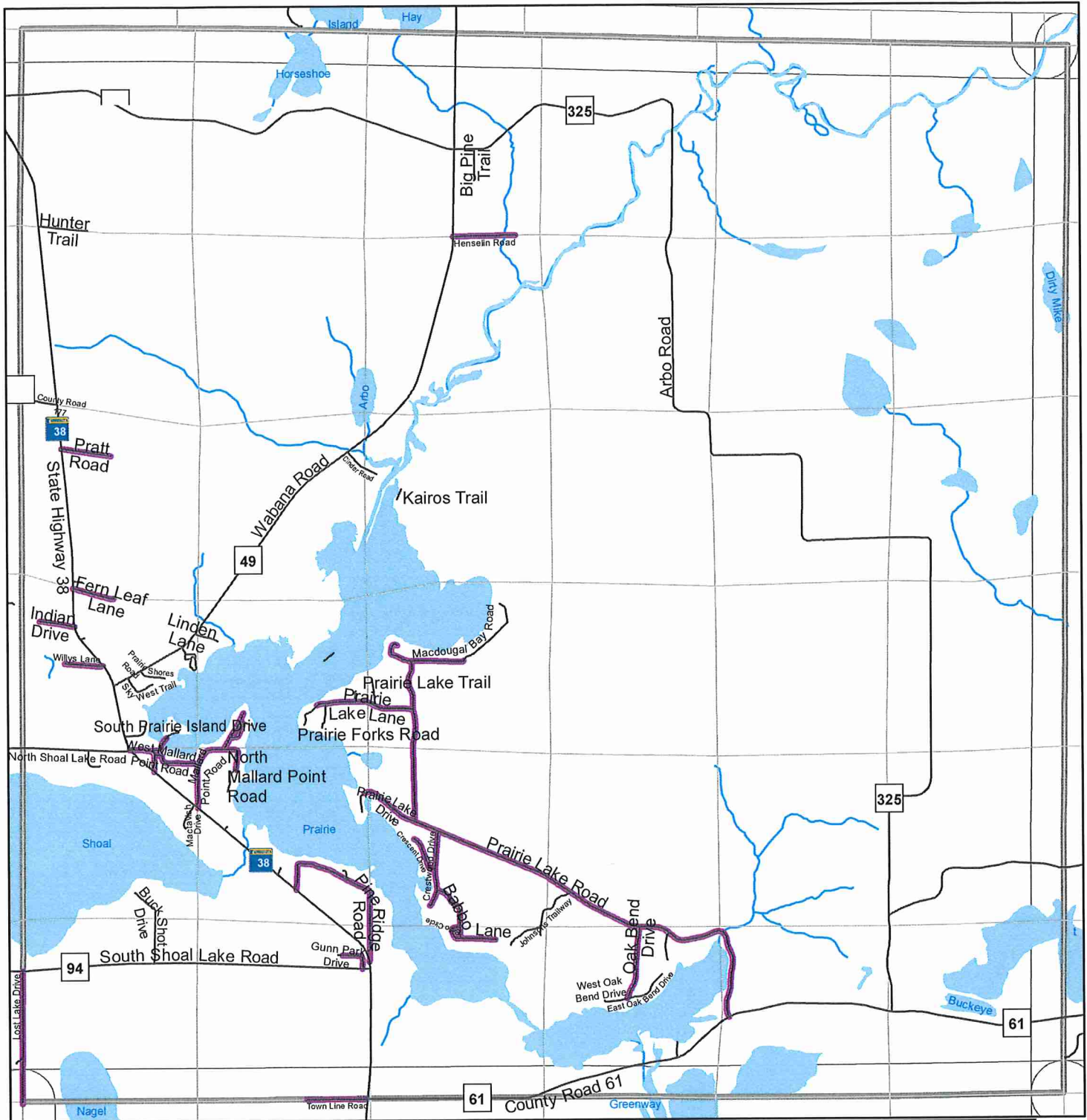
By: _____
Clerk/Deputy Clerk
Township

Your Town/Township is currently under contract with Itasca County for the services shown below. This contract expires **April 30th, 2022**. Your Town/Township must authorize continuance of this contract for the period **May 1, 2022 to April 30th, 2023**. **If there are changes, please note them in the comments section** and we will adjust new contract. Rates for 2022 Grading are: \$700/Mile for one trip per month; and \$1400/Mile for two trips per month. Rate for 2022-2023 Snowplowing is: \$700/Mile. Rate for Town Hall/Buildings is 0.25 Miles * \$700/Mile = \$175/Location Annually. **Estimated rate** for 2022 Dust Control: \$2100/Mile (18 foot width, single application). **Final rate** for 2022 Dust Control will be determined by contract between Itasca County/Supplier and will include grading to prepare road for application.

ARBO TWP - Attachment "A"

Road Name	length of road	grading once per month	grading twice per month	snowplowing	dust control	Comments
	miles	miles	miles	miles	miles	
1 Arbo Hall Road	0.25			0.25		
2 Crescent Drive	0.20	0.20		0.20		
3 Crestwood Drive	0.45	0.10		0.45		
4 Fern Leaf Lane	0.25	0.25		0.25		
5 Macdougall Bay Rd.	0.50			0.50		Removed Grading 2019 (paved)
6 Gunn Park Drive	0.20			0.20		
7 Henselin Road	0.35	0.35		0.35		
8 Indian Drive	0.20	0.20		0.20		
9 Lost Lake Drive	0.80	0.80		0.80		
10 Mallard Pt. Road	0.60			0.60		
11 N. Mallard Pt. Road	0.25			0.25		
12 W. Mallard Pt. Road	0.30	0.30		0.30		
13 E. Mallard Pt. Road	0.15			0.15		
14 Oak Bend Drive	0.40			0.40		Removed Grading 2019 (paved)
16 Pine Ridge Road	1.00			1.00		
17 S. Prairie Island Dr.	0.10			0.10		
18 Prairie Lake Drive	0.35			0.35		
19 Prairie Lake Lane	0.55			0.55		
20 Prairie Lake Road	3.50			3.50		
21 Pratt Road	0.25	0.25		0.25		
23 Town Line Road	0.30			0.30		
24 Willy's Lane	0.20	0.20		0.20		
25 Babbo Lane	0.55			0.55		Paved summer of 2008
26 Bello Circle	0.10			0.10		Added Snowplowing 2019
27 Town Hall				XXX		As Requested
28						
29						
30						
Totals-	11.80	2.65	0.00	11.80	0.00	last updated: March 11, 2019

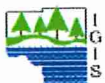
Arbo Township



Legend

- Vector.GIS.Roads
- Roads Snowplowed Under Contract
- All Other Roads
- Section Lines
- Township Line
- Lakes
- Rivers
- Twp_Snow_Updated_Date

0 0.5 1 2 Miles



Itasca Geographic Information System
"decision support through automation"

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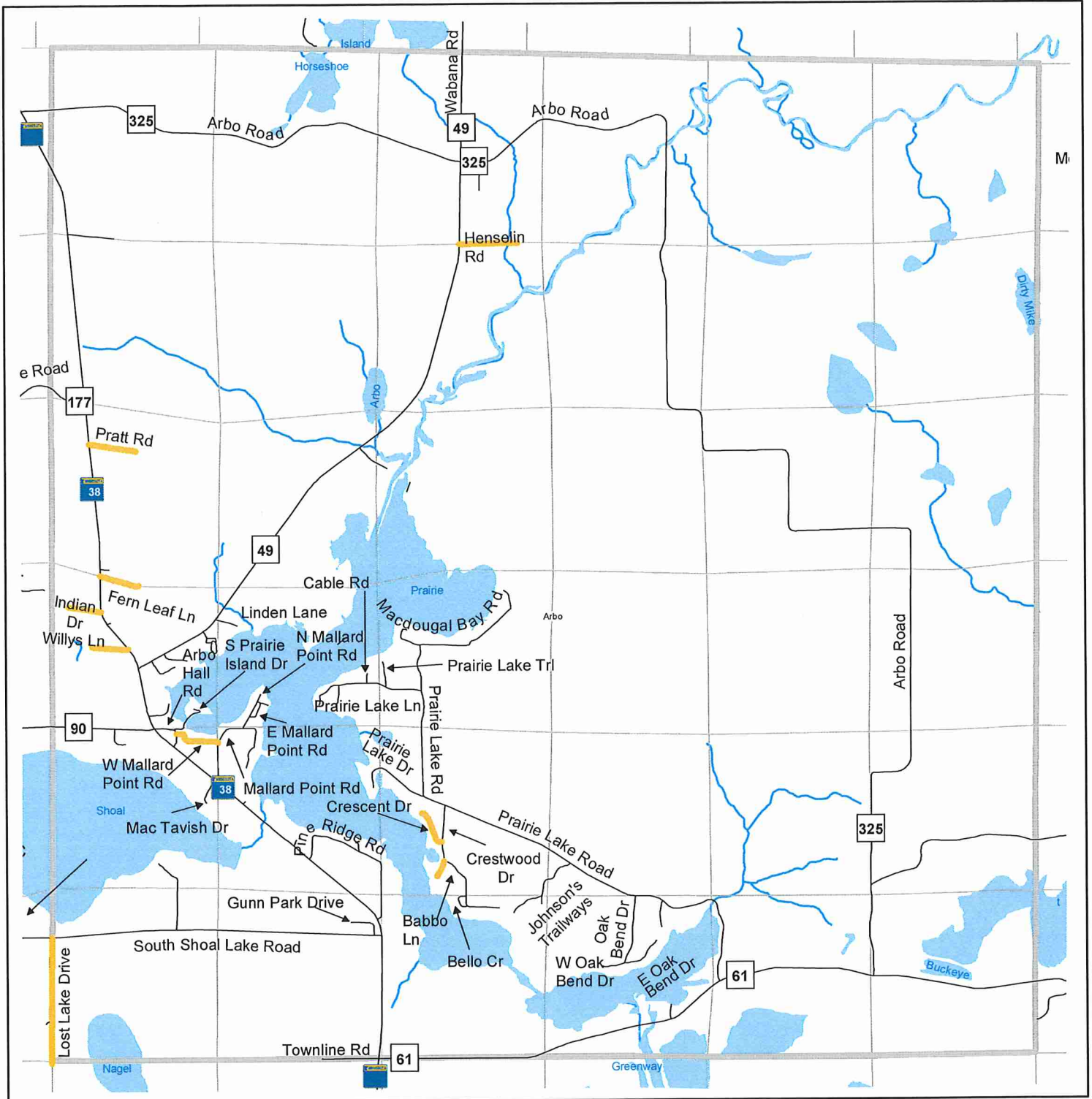
N:\MAINTENANCE\Maintenance Contracts\Twp-City Maintenance
Township Maintenance Agreement Maps\2019-2020 Maps

This information is a compilation of
data from different sources with
varying degrees of accuracy and requires
a qualified field survey to verify.



**Township Road Maintenance
Snow Plowing**
Last Updated: 1/10/2019

Arbo Township



**Township Road Maintenance
Grading Once Per Month
Last Updated: 3/11/2019**

Legend

- Roads Graded Once Per Month Under Contract
- All Other Roads
- Section Lines
- Township Line
- Lakes
- Rivers

Itasca Geographic Information System
"decision support through automation"

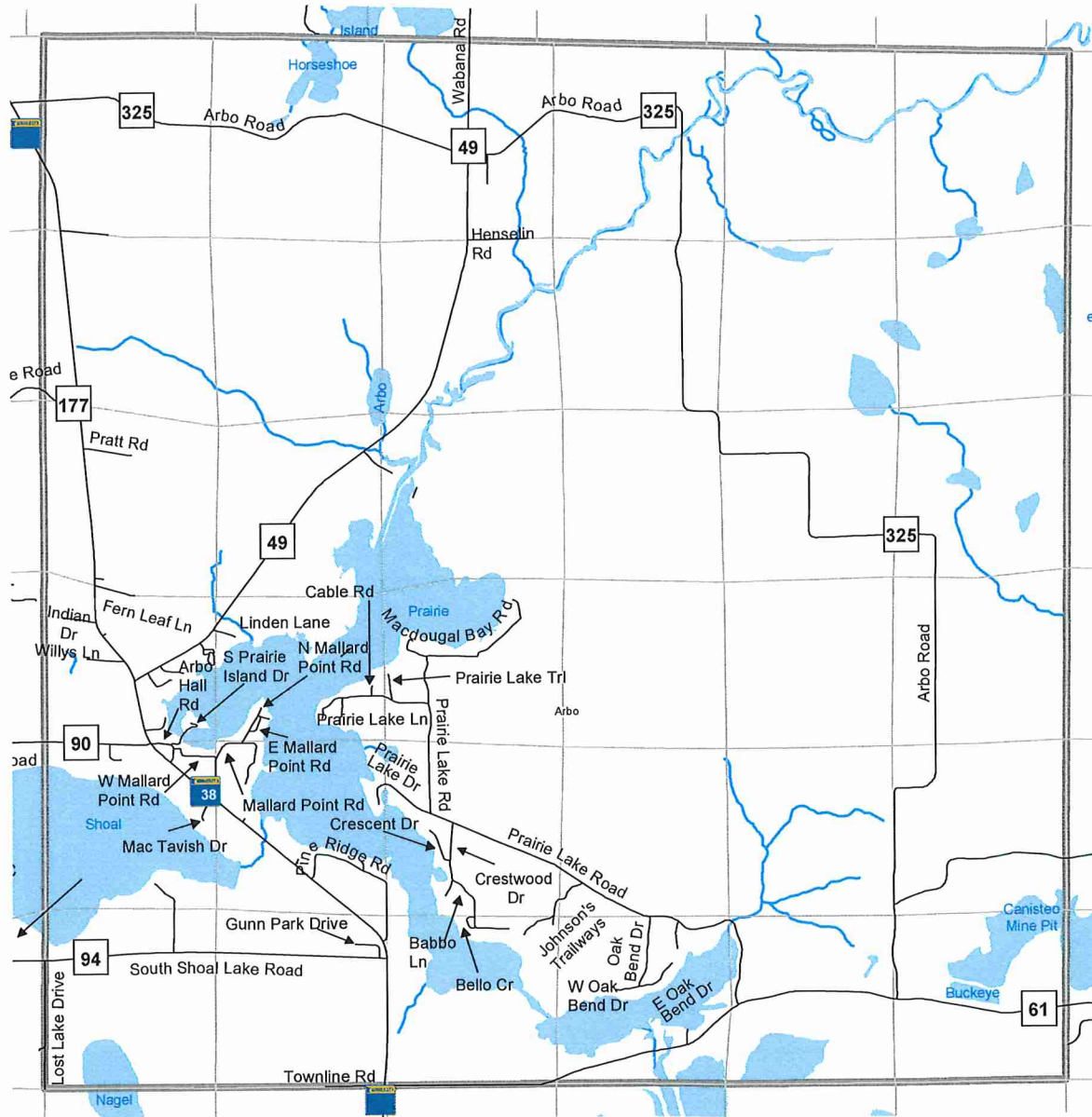
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Township Maintenance Agreement Maps\2019-2020 Maps

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Arbo Township



0 0.5 1 2 Miles



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N:\MAINTENANCE\Maintenance Contracts\Twp-City Maintenance
T\Township Maintenance Agreement Maps\2019-2020 Maps

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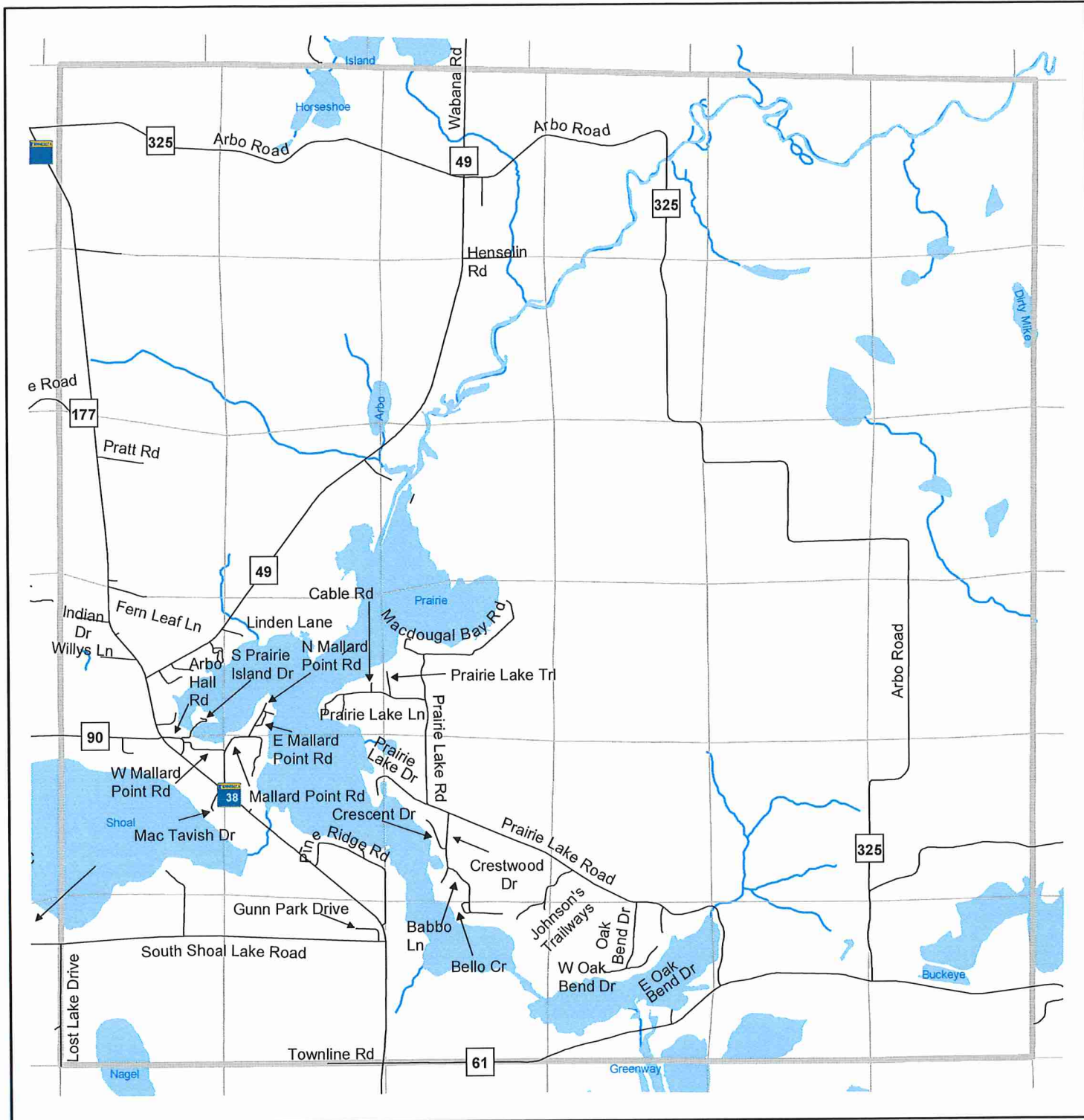


**Township Road Maintenance
Grading Twice Per Month
Last Updated: 5/01/2018**

Legend

- Roads Graded Twice Per Month Under Contract
- All Other Roads
- Section Lines
- Township Line
- Lakes
- Rivers

Arbo Township



**Township Road Maintenance
Dust Control
Last Updated: 5/01/2018**

Legend

- Roads With Dust Control Applied Under Contract
- All Other Roads
- Section Lines
- Township Line
- Lakes
- ~ Rivers

Itasca Geographic Information System
"decision support through automation"

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N:\MAINTENANCE\Maintenance Contracts\Twp-City Maintenance
T\Township Maintenance Agreement Maps\2019-2020 Maps

This information is a compilation of
data from different sources with
varying degrees of accuracy and requires
a qualified field survey to verify.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, April 18, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3023

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Rachel Metelak

AGENDA ITEM:

Utility Relocation Agreement with North Itasca Electric for CSAH 52 Reconstruction - 5205

BOARD ACTION REQUESTED:

Enter into a Utility Relocation Agreement with North Itasca Electric for the amount of \$182,500.00 and authorize the necessary signatures on the documents.

BACKGROUND:

North Itasca Electric has a power line that runs adjacent to the roadway on CSAH 52 from the intersection with CR 340 to CR 342. This line conflicts with the construction of CSAH 52 that is planned for summer 2024 construction and needs to be relocated. Since North Itasca is currently located partly in its own easement, Itasca County is responsible for the relocation costs throughout those areas. This Agreement outlines the requirements of both parties regarding the relocation.

The format of this agreement has been used in the past and was reviewed by the County Attorneys Office previously.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. CSAH 52 Utility Agreement - NIE - unsigned

04/18/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 04/25/2023 2:30 PM
----------------	--------------------------------	---------------------------------

Prepared by Itasca County Transportation
Department
Actual Cost Agreement
Estimated Value = \$182,500.00

S.A.P. 031-652-005 (C.S.A.H. 52)
Location: On CSAH 52 from CR 340 to
CR 342
Utility Owner: North Itasca Electric
Cooperative, Inc
Itasca Cty Agreement Number 202302

UTILITY RELOCATION AGREEMENT

This Agreement Number 202302 (Agreement) is between the Itasca County (County), acting through its Transportation Department, and North Itasca Electric Cooperative, Inc. including its agents, contractors, and subcontractors (Utility Owner). This Agreement describes how the parties will cooperate in the relocation of the Utility Owner's facilities which are affected by a State Aid Construction Project.

RECITALS

The County has let a contract to construct State Aid Project Number 031-652-005 (Project) on County State Aid Highway Number 52. The Project is located on CSAH 52 from CR 340 to CR 342.

The Utility Owner owns and operates a (3) phase distribution line, its fixtures, and related equipment (Facilities) in part on private property where the Utility Owner has property rights and in part within the limits of publicly owned right of way. The Facilities are within the limits of the Project.

The Utility Owner must relocate the Facilities that are within the Project limits. The Utility Owner has requested reimbursement for the cost of this relocation from the County.

The County will acquire permanent highway easement within the limits of the Utility Owner's property rights to construct the Project.

Under Minnesota Statutes, section 163.02, subdivision 2, the County may acquire all properties necessary to construction, maintain, and improve the county highway system.

AGREEMENT

I. Term/Termination

- A. *Effective Date:* This Agreement is effective on the date the Agreement is executed by the parties hereto.
- B. *Commencement of Work:* Upon notice of Agreement approval, the Utility Owner must commence and prosecute the work according to a schedule the County's Project Engineer (Project Engineer) and North Itasca Electric Cooperative, Inc. approves.
- C. *Expiration Date:* This Agreement will expire on the date that all obligations, excluding the Utility Owner's ongoing maintenance obligation, have been satisfactorily fulfilled.
- D. *Termination by the County:* The County may terminate this Agreement at any time, with or without cause, on 30 days written notice to the Utility Owner. Upon termination, the Utility Owner will be entitled to payment for the costs that they have incurred through the date the termination takes effect under this paragraph.
- E. *Survival of Terms:* The following articles survive this Agreement's expiration or termination: (III) Utility Owner's Ongoing Maintenance Requirements; (V) Audits; (VI) Indemnification/Insurance; and (VIII) Governing Terms.

II. Utility Owner's Duties

- A. *Relocation:* The Utility Owner must:
 - 1. Relocate its Facilities according to:
 - a. All applicable codes;
 - b. The directions of the Project Engineer;
 - c. Mn/DOT's Standard Specifications for Construction, 2020 edition.
 - 2. Coordinate its operations with the County's contractor's (Contractor) operations and notify the Project Engineer at least two days before beginning and after completing the relocation.
 - 3. The location and elevation of the Utility Owner's Facilities within the County highway right of way will be replaced underground. Underground cable must meet a minimum offset of 30 feet from the road centerline, and must meet a minimum depth of cover of 3 feet. Any deviation must be approved of in advance by the Project Engineer.

4. If the Utility Owner must perform its work concurrently with that of the Contractor, it must coordinate with the Contractor to ensure that all work is completed to the County's satisfaction without delays. The Utility Owner must not substitute backfilling material unless specifically authorized by the Project Engineer. The Utility Owner must dispose of all rejected soil material within the highway right of way as directed by the Project Engineer. The Utility Owner must mechanically compact all material replaced in the excavation. The Utility Owner must restore all drainage and slopes to the Project Engineer's satisfaction.
5. Maintain accurate and up-to-date relocation cost records throughout the course of the Project.

B. *Compliance with Safety Regulations*

1. The Utility Owner will abide by the current edition of the State's *Field Manual*, which is Part IV of the *Minnesota Manual of Uniform Traffic Control Devices*. The Utility Owner must furnish each flagger with the required vest, hat, hand sign, flags, and any other necessary safety equipment.
2. The provisions of this Agreement do not relieve the Utility Owner of any legal responsibility or liability associated with the construction, operation, or maintenance of its Facilities.

C. *Compliance with Pollution Control Requirements*

1. The Contractor installs pollution control measures according to the National Pollution Discharge Elimination System permit (NPDES Permit). Pollution control measures include silt fences, slope stabilization measures such as seed and mulch, and any other measures the County deems necessary to comply with the NPDES Permit. If the Utility Owner's work affects such pollution control measures, the Utility Owner must restore them to their original condition and to the Project Engineer's satisfaction. If the Utility Owner is relocating Facilities before the Contractor begins construction, the Utility Owner must work with the Project Engineer to determine if pollution control measures are necessary and how to implement them if they are.

III. Utility Owner's Ongoing Maintenance Requirements

- A. Once construction is complete, the Utility Owner must maintain the Facilities at its own expense. The Utility Owner must follow the terms of any permit required to be obtained when it performs any maintenance work.
- B. The Utility Owner may open and disturb the County highway right of way without a permit in the case of an emergency that is dangerous to the public and requires immediate attention. Upon learning of an emergency, the Utility Owner must immediately notify the County Sheriff. The Utility Owner must take all necessary and reasonable safety measures to protect the public and must cooperate fully with the County Sheriff. In this event, the Utility Owner must request a permit from the proper authority no later than the working date after it begins working in the right of way.

IV. Payment

A. *Payment*

1. Exhibit A, which is attached to this Agreement, is an estimate of the cost of the Utility Owner's relocation work. Actual cost includes all expenses attributable to facilities relocation work. Reimbursement will be based on the actual costs incurred for relocation. Betterment, increase in value, and salvage value derived from the relocated Facilities will not be included in this reimbursement.
2. Subject to Article IV.B of this Agreement, the County will pay the Utility Owner for the actual cost the Utility Owner incurs performing its obligations pursuant to this Agreement, in an amount not to exceed \$182,500.00, upon receiving:
 - a) Proof that the Facilities have been relocated to the Project Engineer's satisfaction; and
 - b) One original, signed invoice that is supported by an itemized statement of costs incurred in the prosecution of the work under this Agreement by the Utility Owner and each of its subcontractors. An authorized representative of the Utility Owner must sign the invoice and submit the final bill to the Project's Engineer no later than 90 days after completing the relocation. The itemized statement of costs must include:
 - Detailed breakdown of materials used with associated costs
 - Copies of individual employee labor hours with rates
 - Copies of individual equipment hours with rates
3. The County's payment constitutes payment in full for all work the Utility Owner performs and for any and all damages, claims, or causes of action of any kind accruing to the Utility Owner because of the County's order to relocate the

Facilities. Notwithstanding anything in this Agreement to the contrary, the Utility Owner reserves the right to pursue any lawful remedy it may have for tortious acts that may arise out of the relocation of the Facilities.

4. If acceptable to the Project Engineer, the County may process periodic progress billings of incurred cost without prior audit.

B. *Limitation on Payment*

1. The total amount the County is required to pay the Utility Owner is limited to the amount shown in Article IV.A.2.
2. If the Utility Owner deems it necessary to perform additional work not covered by this Agreement, or anticipates costs exceeding the amount shown in Article IV.A.2, then the Utility Owner must promptly notify the Project Engineer, in writing, prior to performing that additional work or incurring those additional costs. The written notice must describe the nature and cost of the additional work and provide reason(s) to support the request. The Project Engineer may approve the request subject to the availability and encumbrance of necessary funds. If the Utility Owner performs additional work for which the County has not previously encumbered funds, the County is not obligated to pay for that work.
3. If the amount the Utility Owner requests under Article IV.B.2 does not exceed 10 percent of the amount in Article IV.A.2, the Project Engineer may authorize payment of that pre-approved additional amount without amending this Agreement. The Utility Owner must receive notification from the Project Engineer that the Project Engineer has approved the work and encumbered the additional funds or that work will be ineligible for reimbursement.
4. If the amount the Utility Owner request exceeds 10 percent of the amount shown in Article IV.A.2., this Agreement must be amended to reflect the new cost before the County will be responsible for paying that additional cost.

V. Audits

- A. Pursuant to Minnesota Statutes, section 16C.05, subdivision 5, the Utility Owner's accounting books, records, documents, procedures, and practices that are relevant to this Agreement are subject to Legislative or State Audit for six years after this Agreement expires.

- B. The Utility Owner must respond to requests for audit information to support claimed costs no later than 60 days after receiving the request or the County will cite all costs in question. If the Utility Owner does not respond during this 60-day period, the County will consider the audit citations accepted and will make payment accordingly.

VI. Indemnification/Insurance

- A. Except for the negligent acts of the County, its agents, and employees, the Utility Owner shall assume all liability for, and save the County, its agents and employees, harmless from, any and all claims for damages, actions or causes of action arising out of the work to be done by the Utility Owner under this Agreement, and the continuing uses by the Utility Owner, including but not limited to the placing, constructing, reconstructing, maintaining and using of the Facilities in existence or to be constructed or relocated under this Agreement.
- B. The Utility Owner does not waive any defense or immunity of third parties. The Utility Owner, in defending any action on behalf of the County, will be entitled to assert every defense or immunity that the County could assert in its own behalf.
- C. The Utility Owner certifies that its workers' compensation insurance coverage complies with Minnesota Statutes, section 176.181, subdivision 2. The Utility Owner must also carry Employer's Liability Bodily Injury by accident in the amount of \$500,000, Disease – policy limits of \$500,000 and Disease – each employee in the amount of \$500,000. The Utility Owner's employees and agents are not considered County employees. The County is not responsible for any claims asserted by the Utility Owner's employees, agents, subcontractors, or any third parties under the Minnesota Workers Compensation Act.
- D. The Utility Owner further agrees that in order to protect itself as well as the County under the indemnity provision set forth above, it will at all times during the term of this Agreement keep in force the following insurance protection in the limits specified: commercial general liability, professional liability, and automobile liability coverage's not less than the following limits: \$500,000 when the claim is one for death by wrongful act or omission and \$500,000 to any claimant in any other case; and \$1,500,000 for any number of claims arising out of a single occurrence; and twice the limits provided herein when the claim arises out of the release or threatened release of a hazardous substance, whether the claim is brought under Sections 115B.01 to 115B.15 or under any other law. Commercial General Liability Aggregate limits shall be \$3,000,000. Itasca County shall be listed as a certificate holder and as an additional insured with respect to operations covered under this Agreement for all liability coverage's except Workers' Compensation and Employer's Liability and

Professional Liability, if applicable. Itasca County will receive thirty (30) days written notice in the event of cancellation, non-renewal or material change in any described policy.

VII. Nondiscrimination

- A. The Utility Owner will comply with the United States Department of Transportation's nondiscrimination regulations. These regulations are in the current version of the Code of Federal Regulations, title 49, part 21. The Utility Owner must incorporate these regulations by reference in all contracts.
- B. Minnesota Statutes, section 181.59 and any applicable local ordinances pertaining to civil rights and nondiscrimination are considered part of this Agreement.

VIII. Governing Terms

- A. *Applicable Law:* Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in Itasca County, Minnesota.
- B. *Waiver:* If the County fails to enforce any provision of this Agreement, that failure does not waive the provision or the County's right to subsequently enforce it.
- C. *Merger:* This Agreement contains all negotiations and agreements between the County and the Utility Owner. No prior understanding regarding this Agreement, whether written or oral, may be used to bind either party.
- D. *Assignment:* The Utility Owner may neither assign nor transfer any rights or obligations under this Agreement without the County's consent and a fully executed assignment agreement. To be valid, the assignment agreement must be signed and approved by the same parties who signed and approved this Agreement, or their successors in office.
- E. *Amendments:* Any amendment to this Agreement must be in writing. An amendment will not be effective until the same parties who signed and approved this Agreement, or their successors in office, sign and approve the amendment.
- F. *Incorporation of Exhibits:* All exhibits attached to this Agreement are incorporated into this Agreement.
- G. *Independent Contractor:* The Utility Owner is to be and shall remain an independent contractor with respect to any and all work performed under this Agreement. It is

agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of agents, partners, joint ventures, or associates between the parties hereto, or as constituting the Utility Owner as the employee of the County for any purpose or in any manner whatsoever.

In WITNESS WHEREOF, The County has caused these presents to be executed and the Utility Owner has hereunto subscribed his name.

Dated at _____, this _____, day of _____, 20____

County of Itasca

Utility Owner

By: _____
Burl Ives, Chairperson County Board

By: _____
North Itasca Electric Cooperative, Inc.

By: _____
Austin Rohling, County Auditor/Treasurer

By: _____
North Itasca Electric Cooperative, Inc.

Approved as to form and execution this _____ day of _____, 20____

Maddi R. Adam, County Attorney

Brett Skyles, County Administrator

"Exhibit A"



April 10, 2023

Rachel Metelak
Itasca County Transportation Engineer
123 NE 4th Street
Grand Rapids, MN 55744

Rachel,

SAP-031-652-006

Relocation charges for relocating North Itasca Electric Equipment back to the edge of the new established Right of Way edge where we were previously out of Right of Way on County Road 52 Beginning at the intersection of Co Rd 340 and 52.

Labor and Overhead Charges	\$68,501.32
Equipment	\$19,992.00
Boring Charges – Crossings (Stays)	\$15,300.00
Boring vs Grubbing (Possibly Remove)	\$24,190.00
Materials	\$54,516.68
Total	\$182,500.00

North Itasca Electric Co-op.

Daryl Pederson
Line Superintendent

Map Location Co Rd 52
Work Order# 223020 +223021



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, April 18, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3024

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Rachel Metelak

AGENDA ITEM:

Utility Relocation Agreement with Arvig Enterprises Inc. for CSAH 52 Reconstruction - 5205

BOARD ACTION REQUESTED:

Enter into a Utility Relocation Agreement with Arvig Enterprises Inc. for the amount of \$40,142.47 and authorize the necessary signatures on the documents.

BACKGROUND:

Arvig Enterprises Inc. has a communications line that runs adjacent to the roadway on CSAH 52 from the intersection with CR 340 to CR 342. This line conflicts with the construction of CSAH 52 that is planned for next summer, 2024. The line needs to be relocated. Since Arvig is partially outside of the County's right of way, the County is responsible for relocation costs in those areas. This Agreement outlines the requirements of both parties regarding the relocation.

The format of this agreement has been used in the past and was reviewed by the County Attorneys Office previously.

COUNTY ATTORNEY REVIEW: NA

SUPPORTING DOCUMENTATION:

1. 5205 Utility Relocation Agreement - Arvig -unsigned

04/18/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 04/25/2023 2:30 PM
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Prepared by Itasca County Transportation
Department
Actual Cost Agreement
Estimated Value = \$40,142.47

S.A.P. 031-652-005 (C.S.A.H. 52)
Location: On CSAH 52 from CR 340 to
CR 342
Utility Owner: Arvig Enterprises Inc.
Itasca Cty Agreement Number 202301

UTILITY RELOCATION AGREEMENT

This Agreement Number 202301 (Agreement) is between the Itasca County (County), acting through its Transportation Department, and Arvig Enterprises Inc. including its agents, contractors, and subcontractors (Utility Owner). This Agreement describes how the parties will cooperate in the relocation of the Utility Owner's facilities which are affected by a State Aid Construction Project.

RECITALS

The County has let a contract to construct State Aid Project Number 031-652-005 (Project) on County State Aid Highway Number 52. The Project is located on CSAH 52 from CR 340 to CR 342.

The Utility Owner owns and operates a buried communications line, its fixtures, and related equipment (Facilities) in part on private property where the Utility Owner has property rights and in part within the limits of publicly owned right of way. The Facilities are within the limits of the Project.

The Utility Owner must relocate the Facilities that are within the Project limits. The Utility Owner has requested reimbursement for the cost of this relocation from the County.

The County will acquire permanent highway easement within the limits of the Utility Owner's property rights to construct the Project.

Under Minnesota Statutes, section 163.02, subdivision 2, the County may acquire all properties necessary to construction, maintain, and improve the county highway system.

AGREEMENT

I. Term/Termination

- A. *Effective Date:* This Agreement is effective on the date the Agreement is executed by the parties hereto.
- B. *Commencement of Work:* Upon notice of Agreement approval, the Utility Owner must commence and prosecute the work according to a schedule the County's Project Engineer (Project Engineer) and Arvig Enterprises Inc. approves.
- C. *Expiration Date:* This Agreement will expire on the date that all obligations, excluding the Utility Owner's ongoing maintenance obligation, have been satisfactorily fulfilled.
- D. *Termination by the County:* The County may terminate this Agreement at any time, with or without cause, on 30 days written notice to the Utility Owner. Upon termination, the Utility Owner will be entitled to payment for the costs that they have incurred through the date the termination takes effect under this paragraph.
- E. *Survival of Terms:* The following articles survive this Agreement's expiration or termination: (III) Utility Owner's Ongoing Maintenance Requirements; (V) Audits; (VI) Indemnification/Insurance; and (VIII) Governing Terms.

II. Utility Owner's Duties

- A. *Relocation:* The Utility Owner must:
 - 1. Relocate its Facilities according to:
 - a. All applicable codes;
 - b. The directions of the Project Engineer;
 - c. Mn/DOT's Standard Specifications for Construction, 2020 edition.
 - 2. Coordinate its operations with the County's contractor's (Contractor) operations and notify the Project Engineer at least two days before beginning and after completing the relocation.
 - 3. The location and elevation of the Utility Owner's Facilities within the County highway right of way will be replaced underground. Underground cable must meet a minimum offset of 30 feet from the road centerline, and must meet a minimum depth of cover of 3 feet. Any deviation must be approved of in advance by the Project Engineer.

4. If the Utility Owner must perform its work concurrently with that of the Contractor, it must coordinate with the Contractor to ensure that all work is completed to the County's satisfaction without delays. The Utility Owner must not substitute backfilling material unless specifically authorized by the Project Engineer. The Utility Owner must dispose of all rejected soil material within the highway right of way as directed by the Project Engineer. The Utility Owner must mechanically compact all material replaced in the excavation. The Utility Owner must restore all drainage and slopes to the Project Engineer's satisfaction.
5. Maintain accurate and up-to-date relocation cost records throughout the course of the Project.

B. *Compliance with Safety Regulations*

1. The Utility Owner will abide by the current edition of the State's *Field Manual*, which is Part IV of the *Minnesota Manual of Uniform Traffic Control Devices*. The Utility Owner must furnish each flagger with the required vest, hat, hand sign, flags, and any other necessary safety equipment.
2. The provisions of this Agreement do not relieve the Utility Owner of any legal responsibility or liability associated with the construction, operation, or maintenance of its Facilities.

C. *Compliance with Pollution Control Requirements*

1. The Contractor installs pollution control measures according to the National Pollution Discharge Elimination System permit (NPDES Permit). Pollution control measures include silt fences, slope stabilization measures such as seed and mulch, and any other measures the County deems necessary to comply with the NPDES Permit. If the Utility Owner's work affects such pollution control measures, the Utility Owner must restore them to their original condition and to the Project Engineer's satisfaction. If the Utility Owner is relocating Facilities before the Contractor begins construction, the Utility Owner must work with the Project Engineer to determine if pollution control measures are necessary and how to implement them if they are.

III. Utility Owner's Ongoing Maintenance Requirements

- A. Once construction is complete, the Utility Owner must maintain the Facilities at its own expense. The Utility Owner must follow the terms of any permit required to be obtained when it performs any maintenance work.
- B. The Utility Owner may open and disturb the County highway right of way without a permit in the case of an emergency that is dangerous to the public and requires immediate attention. Upon learning of an emergency, the Utility Owner must immediately notify the County Sheriff. The Utility Owner must take all necessary and reasonable safety measures to protect the public and must cooperate fully with the County Sheriff. In this event, the Utility Owner must request a permit from the proper authority no later than the working date after it begins working in the right of way.

IV. Payment

A. *Payment*

1. Exhibit A, which is attached to this Agreement, is an estimate of the cost of the Utility Owner's relocation work. Actual cost includes all expenses attributable to facilities relocation work. Reimbursement will be based on the actual costs incurred for relocation. Betterment, increase in value, and salvage value derived from the relocated Facilities will not be included in this reimbursement.
2. Subject to Article IV.B of this Agreement, the County will pay the Utility Owner for the actual cost the Utility Owner incurs performing its obligations pursuant to this Agreement, in an amount not to exceed \$40,142.47, upon receiving:
 - a) Proof that the Facilities have been relocated to the Project Engineer's satisfaction; and
 - b) One original, signed invoice that is supported by an itemized statement of costs incurred in the prosecution of the work under this Agreement by the Utility Owner and each of its subcontractors. An authorized representative of the Utility Owner must sign the invoice and submit the final bill to the Project's Engineer no later than 90 days after completing the relocation. The itemized statement of costs must include:
 - Detailed breakdown of materials used with associated costs
 - Copies of individual employee labor hours with rates
 - Copies of individual equipment hours with rates
3. The County's payment constitutes payment in full for all work the Utility Owner performs and for any and all damages, claims, or causes of action of any kind accruing to the Utility Owner because of the County's order to relocate the

Facilities. Notwithstanding anything in this Agreement to the contrary, the Utility Owner reserves the right to pursue any lawful remedy it may have for tortious acts that may arise out of the relocation of the Facilities.

4. If acceptable to the Project Engineer, the County may process periodic progress billings of incurred cost without prior audit.

B. *Limitation on Payment*

1. The total amount the County is required to pay the Utility Owner is limited to the amount shown in Article IV.A.2.
2. If the Utility Owner deems it necessary to perform additional work not covered by this Agreement, or anticipates costs exceeding the amount shown in Article IV.A.2, then the Utility Owner must promptly notify the Project Engineer, in writing, prior to performing that additional work or incurring those additional costs. The written notice must describe the nature and cost of the additional work and provide reason(s) to support the request. The Project Engineer may approve the request subject to the availability and encumbrance of necessary funds. If the Utility Owner performs additional work for which the County has not previously encumbered funds, the County is not obligated to pay for that work.
3. If the amount the Utility Owner requests under Article IV.B.2 does not exceed 10 percent of the amount in Article IV.A.2, the Project Engineer may authorize payment of that pre-approved additional amount without amending this Agreement. The Utility Owner must receive notification from the Project Engineer that the Project Engineer has approved the work and encumbered the additional funds or that work will be ineligible for reimbursement.
4. If the amount the Utility Owner request exceeds 10 percent of the amount shown in Article IV.A.2., this Agreement must be amended to reflect the new cost before the County will be responsible for paying that additional cost.

V. Audits

- A. Pursuant to Minnesota Statutes, section 16C.05, subdivision 5, the Utility Owner's accounting books, records, documents, procedures, and practices that are relevant to this Agreement are subject to Legislative or State Audit for six years after this Agreement expires.

- B. The Utility Owner must respond to requests for audit information to support claimed costs no later than 60 days after receiving the request or the County will cite all costs in question. If the Utility Owner does not respond during this 60-day period, the County will consider the audit citations accepted and will make payment accordingly.

VI. Indemnification/Insurance

- A. Except for the negligent acts of the County, its agents, and employees, the Utility Owner shall assume all liability for, and save the County, its agents and employees, harmless from, any and all claims for damages, actions or causes of action arising out of the work to be done by the Utility Owner under this Agreement, and the continuing uses by the Utility Owner, including but not limited to the placing, constructing, reconstructing, maintaining and using of the Facilities in existence or to be constructed or relocated under this Agreement.
- B. The Utility Owner does not waive any defense or immunity of third parties. The Utility Owner, in defending any action on behalf of the County, will be entitled to assert every defense or immunity that the County could assert in its own behalf.
- C. The Utility Owner certifies that its workers' compensation insurance coverage complies with Minnesota Statutes, section 176.181, subdivision 2. The Utility Owner must also carry Employer's Liability Bodily Injury by accident in the amount of \$500,000, Disease – policy limits of \$500,000 and Disease – each employee in the amount of \$500,000. The Utility Owner's employees and agents are not considered County employees. The County is not responsible for any claims asserted by the Utility Owner's employees, agents, subcontractors, or any third parties under the Minnesota Workers Compensation Act.
- D. The Utility Owner further agrees that in order to protect itself as well as the County under the indemnity provision set forth above, it will at all times during the term of this Agreement keep in force the following insurance protection in the limits specified: commercial general liability, professional liability, and automobile liability coverage's not less than the following limits: \$500,000 when the claim is one for death by wrongful act or omission and \$500,000 to any claimant in any other case; and \$1,500,000 for any number of claims arising out of a single occurrence; and twice the limits provided herein when the claim arises out of the release or threatened release of a hazardous substance, whether the claim is brought under Sections 115B.01 to 115B.15 or under any other law. Commercial General Liability Aggregate limits shall be \$3,000,000. Itasca County shall be listed as a certificate holder and as an additional insured with respect to operations covered under this Agreement for all liability coverage's except Workers' Compensation and Employer's Liability and

Professional Liability, if applicable. Itasca County will receive thirty (30) days written notice in the event of cancellation, non-renewal or material change in any described policy.

VII. Nondiscrimination

- A. The Utility Owner will comply with the United States Department of Transportation's nondiscrimination regulations. These regulations are in the current version of the Code of Federal Regulations, title 49, part 21. The Utility Owner must incorporate these regulations by reference in all contracts.
- B. Minnesota Statutes, section 181.59 and any applicable local ordinances pertaining to civil rights and nondiscrimination are considered part of this Agreement.

VIII. Governing Terms

- A. *Applicable Law:* Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in Itasca County, Minnesota.
- B. *Waiver:* If the County fails to enforce any provision of this Agreement, that failure does not waive the provision or the County's right to subsequently enforce it.
- C. *Merger:* This Agreement contains all negotiations and agreements between the County and the Utility Owner. No prior understanding regarding this Agreement, whether written or oral, may be used to bind either party.
- D. *Assignment:* The Utility Owner may neither assign nor transfer any rights or obligations under this Agreement without the County's consent and a fully executed assignment agreement. To be valid, the assignment agreement must be signed and approved by the same parties who signed and approved this Agreement, or their successors in office.
- E. *Amendments:* Any amendment to this Agreement must be in writing. An amendment will not be effective until the same parties who signed and approved this Agreement, or their successors in office, sign and approve the amendment.
- F. *Incorporation of Exhibits:* All exhibits attached to this Agreement are incorporated into this Agreement.
- G. *Independent Contractor:* The Utility Owner is to be and shall remain an independent contractor with respect to any and all work performed under this Agreement. It is

agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of agents, partners, joint ventures, or associates between the parties hereto, or as constituting the Utility Owner as the employee of the County for any purpose or in any manner whatsoever.

In WITNESS WHEREOF, The County has caused these presents to be executed and the Utility Owner has hereunto subscribed his name.

Dated at _____, this _____, day of _____, 20____

County of Itasca

Utility Owner

By: _____
Burl Ives, Chairperson County Board

By: _____
Arvig Enterprises Inc.

By: _____
Austin Rohling, County Auditor/Treasurer

By: _____
Arvig Enterprises Inc.

Approved as to form and execution this _____ day of _____, 20____

Maddi R. Adam, County Attorney

Brett Skyles, County Administrator

★ 27% of relocation costs are the County's responsibility.
 $\$148,675.82 \times .27 = \underline{\underline{\$40,142.47}}$ (out of County right of way)



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, April 18, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2779

DEPARTMENT: Administrative Services

TIME REQUESTED: 10 Minutes

PRESENTER: Chair

AGENDA ITEM:

Citizen Input

BOARD ACTION REQUESTED:

Receive Citizen Input

BACKGROUND:

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

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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

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

Tuesday, April 18, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3030

DEPARTMENT: Administrative Services

TIME REQUESTED: 15 Minutes

PRESENTER: Loren Solberg, Senator Eichorn

AGENDA ITEM:

Legislative Conference Call

BOARD ACTION REQUESTED:

Hold a Legislative Conference Call with Itasca County delegation and Lobbyist Loren Solberg.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

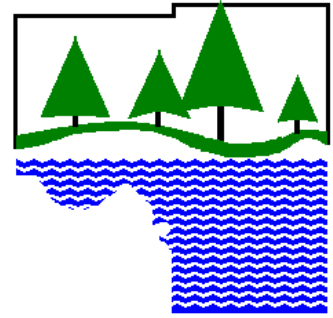
SUPPORTING DOCUMENTATION:

1. 2023 Legislative Priorities FINAL

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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ITASCA COUNTY

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



Itasca County 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, April 18, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2977

DEPARTMENT: Health & Human Services

TIME REQUESTED: 10 Minutes

PRESENTER: Kelly Chandler

AGENDA ITEM:

Update on Recovery Support Team and Department of Justice Grant

BOARD ACTION REQUESTED:

Receive update on Department of Justice Grant

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Recovery Support Team documents

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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Recovery Support Team

- Our mission is to work with individuals who are volunteering to engage in this program so they are able to reduce the number of times they have negative interaction with law enforcement, keep out of jail, and are able to have the resources needed for them to stay sober and have a better quality of life.
- Email: rst@firstcall211.net
- Call out protocol for RST vs CRT - on handout
- Our team is paged out by calling First Call for Help 218-326-8565. Please request the RST team when calling for us. The only individuals that are able to page this team out are Law Enforcement, Probation, DOC, the jail, and .
- We are available 24/7 - 365 days per year
- We will work with individuals by referring for and coordinating services so that the individual is wrapped in the services that they want/need. These could include mental health services, chemical dependency services, housing, employment, etc. We continue to support individuals for as long as they need/want this service.
- We are working with individuals to:
 - Reduce recidivism with law enforcement calls and probation violations.
 - Engage in services.
 - Increase days of sobriety.
 - Decrease ER trips
 - Decrease intakes into detox.
 - Reduce time in jail.
- We will work with individuals who are engaged in Wellness court if their probation officer and team feel that they need the extra support. Individuals on a commitment through ICHHS may continue to work with us if they had been working with us previously and want to continue to work with us. We have also become a part of in-lieu of commitment plans for individuals.

RECOVERY SUPPORT TEAM



RST

Our RST Team will:

- Wrap services around the individual to assist with establishing a stable environment. By referring to services the individual feels are necessary for their recovery including but not limited to Chemical health services, Mental Health services, Housing services, County services or Tribal services.
- Work with the participants daily or as often as the team and individual feel it is necessary.
- Assist with navigating systems in an effort to keep participants in the community.
- Follow the participant for as long as the team and the individual feel it is necessary.
- Attempt to increase the number of days of sobriety, reduce negative engagement with Law Enforcement, reduce or eliminate jail time, and reduce contact with the ER.
- Meet the participant where they are, with no judgment.
- Offer support and assistance in understanding their use and provide tools and skills to change unwanted behaviors.
- Be available 24 hours per day 7 days per week 365 days a year.

RECOVERY SUPPORT TEAM RST

THERE IS ALWAYS HOPE!

Email: rst@firstcall211.net

Or Call

218-326-8565 or 800-442-8565

RECOVERY SUPPORT TEAM OF ITASCA COUNTY

RST

A team of Licensed Alcohol and Drug Counselors, Mental Health Practitioners, and Certified Peer Recovery Coaches will assist participants who have had high frequency contact with law enforcement and struggle with substance abuse disorders by assisting them in achieving a life that they envision for themselves.

Our team mission is to work with voluntary participants in an effort to engage individuals in resources that can assist with remaining sober, which will result in a reduction of negative interactions with Law Enforcement and less jail time. We are dedicated to helping individuals achieve a healthy, positive, and balanced lifestyle.

RST is available to meet with participants and assist them in developing a plan that sets a course for their path to recovery. We are aware that individual paths are different, and we can assist individuals no matter where they are on their path. We are dedicated to helping participants achieve a healthy, positive, and balanced lifestyle.

Referrals for the RST Program can be made through Itasca County Law Enforcement, Itasca County and DOC probation, Leech Lake Band of Ojibwe Police Department, and the Itasca County Jail.



HELP IS AVAILABLE,
RECOVERY IS POSSIBLE!!!

The Worst Parts of my Life

By Jennifer

Of course, I am an alcoholic. It started when I was in the Military. At first it was partying during our time off, mostly because there wasn't a whole lot to do where I was stationed. It was a small base and they had a Commissary and a Nightclub. Back then I was often the designated driver because I danced more than I drank and would end up being the sober one out of the bunch. I am not blaming the Military for my actions, just explaining me.

Over the next five years after getting an Honorable Discharge, I would just drink casually when I went out dancing. By then I was raising my child by myself and received nothing from his father. But one day, I just started drinking every day, it felt like an easy way to cope. It was one to three cans of beer every night before bed. Not sure when it turned to six beers a night and then ten beers a night. After a few years of that, I switched to wine in a box. And who knows how much I drank then, it wasn't a glass but a plastic cup that I would fill over and over until I passed out. Almost always I drank only at home. No drinking and driving for me then.

I was introduced to the American Legion and became a bartender there for a few years as a part time job in the evenings and weekends. That is when I started to drink Vodka because it looked like water. I didn't drink until the end of my shift but I started drinking Vodka at home also, every day. Over the years it just got worse and worse. I would buy two bottles at a time so I didn't run out or have to go to the store as often.

In 2017, I quit my job and just drank all the time. I would make a drink before going to bed so I could wake up with one right next to me. I, of course got sick, often throwing up and lost over 75 pounds. That didn't stop me from pouring more. My child became very concerned and reached out to family. They persuaded me to move to Minnesota for a change.

I ended up still trying to drink every day and my family intervened and put me into a Detox facility. I didn't like that at all. I promised to stop drinking so many times and was somewhat successful for short periods of time. I had a job and one day some things happened and it triggered me(I didn't know what a trigger was at that time), I went to the liquor store and I was hiding my drinking as best as I thought possible. I felt very ashamed and one day just drove away not caring where I went, I just didn't want anyone to tell me what to do and not do.

After basically living in my car for two weeks (I didn't realize it was for that long), I came back to my family and agreed to get help. I drove myself to Detox and they helped me get set up in a Rehab facility here in Grand Rapids. I did very well the whole time up until the last couple weeks before I graduated. That is when I got my DUI. I had been drinking after I got off work and returned to the Rehab facility I was staying at and one of the workers noticed, so I tried to leave the facility. My car was running outside as I gathered a few things. I walked out of the building and the police were coming up the stairs to the door. Hence, my first visit to a jail. (Just horrible!)

I got out of jail and kept drinking. I was in and out of Detox a few times when I met up with RST. I have been to three different Rehab centers and I have learned so much that I wouldn't know where to begin. I was so confused on why I was relying on my drinking and drowning in my own life. The Recover Support Team has been there for me since and has saved my life. It has taken time for me to truly understand the direction I was heading, and the importance of the help that I was offered. I have stumbled some over the last three years but when I have stumbled, all I really needed was to refresh what I have learned and utilize the steps and processes I have learned.

When I have relapsed, it has been from a last minute decision to making a plan to drink. Last minute decision is 'I want a drink, screw everything' and I just go buy that bottle without hesitation. That is the worst kind of decision I could ever make.

When I do decide to have a drink, it seems that I cannot stop drinking. I feel just horrible when I walk into a liquor store, guilty, nauseous, and the thought of 'why am I doing this' runs through my mind. It's a craving and an urge that I should be able to control (especially with everything I have learned while living here in Minnesota). I am slowly dragging myself out of my hole that I have dug. It is a pretty deep hole, far and wide.

I have stated to others that I would walk around like I was wearing a mask and these masks that we have to wear for Covid has just helped me hide even more behind something. I do not like walking around wearing a mask of any kind. I put forth my best when I am not wearing a mask and work very diligently at everything I have set before me. The task of staying sober has been a challenge and I have yet to conquer, but I will. It is the hardest thing I have ever worked on in my life.

I appreciate all the help and caring people (including the arresting officers) that have pushed me towards conquering sobriety. I send a little love to all of them. Even though I will not say those words out loud, I feel it in my heart. I will reach the top of my hole and hopefully pass from this life one day with happiness and joyfulness abound.

My Name is Samantha. I am writing this letter to talk about all the Great things the R.S.T program has done for me.

I first met up with the team when I was not doing so Good and was in Detox because of my Meth addiction. At this time I was ~~was~~ wanting to change my life around but didn't know how. Catherine came to talk to me about the program in detox and I was a little hisitant but decided to join. The 1st thing they did was getting me into New Leaf. I stayed there for a couple weeks and then was sent home to my fathers. They started helping me look for a treatment center. They found me one in Mora that was based around Mothers and their children. They would call me everyday just to see how I was doing. Even when I was in detox they were there to help me no matter what. I could call at 2am if I was having a bad night or cravings and they would talk to me for hours if I needed it. I finally didn't feel alone any more. They were ~~there~~ there for me through my stay at New Leaf also. There are so many things to mention. Sorry if I get off topics. When I went to court to fight for my children they came with me and stuck up for me in court. They helped me understand my journey and helped me be patient in getting my children & my life back. They helped me find a place to live. and helped me get back into working again. I still call them every once in awhile just to check in and they are still there for me when I need help.

I would recomend this program to anyone struggling with addiction or just trying to fight for your children or even just to help your life be better. Because that's what they did for me. They gave me MY LIFE BACK! I owe them so much for everything they did for me. I know I missed a lot but it's hard to remember all of it. they did so much. they even helped after everything was better. till this day.

Q If you have any more
Q questions call

I would like to add that because of all there help I now have full-custody of my children. and are going back to college to get my Bachelors. I have recived my associates degree since that day. I also had a full time job and rent a nice house. I have gotten so far since that day.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, April 18, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3034

DEPARTMENT: Environmental Services

TIME REQUESTED: 10 Minutes

PRESENTER: Andy Arens

AGENDA ITEM:

Resolution to Adopt and Implement the Itasca County Comprehensive Local Water Management Plan

BOARD ACTION REQUESTED:

Adopt the Resolution regarding Adoption and Implementation of the Itasca County Local Water Management Plan.

BACKGROUND:

March 22 2022 the Itasca County Board of Commissioners adopted a resolution requesting from the Minnesota Board of Water and Soil Resources (BWSR) an extension of the 3-31-2022 expiring Itasca County Comprehensive Local Water Management Plan. This plan extension request was made on the recommendation of the Itasca County Water Plan Implementation Committee (WPIC), and the Itasca County Soil and Water Conservation District Board, who administers the State required County Water planning, for the Itasca County Board. This extension is for the areas of Itasca County not covered by an approved comprehensive watershed management plan, and is effective through 3-31-2027. Currently, the County Water Plan covers all areas of Itasca County, with the exception of the western area of the County that is located in the Upper Mississippi River Headwaters watershed; this watershed has a BWSR and Itasca County Board approved 1 Watershed 1 Plan (1W1P) comprehensive watershed management plan. The BWSR Board approved the 3-22-22 County Water Plan extension request, at its March 25 2022 meeting. Advisement at the time from regional BWSR staff was no further action was needed at the SWCD or County levels, but is now advising that a resolution formalizing adoption and implementation of this extended County Water Plan, is necessary. The Itasca SWCD, in conjunction with the Itasca County WPIC, has been, and will continue to, implement this current water plan. This requested adoption resolution states “after the adoption of the Comprehensive Local Water Management Plan, the Itasca County Board of Commissioners shall amend existing water and related land resources plans and official controls as necessary to conform them to the applicable and approved comprehensive water plan.” Amendment of existing water and related land resources plans and official controls are not known to be necessary at this time. The current County Water Plan and UMHW 1W1P plan can both be found on the Itasca SWCD website at: County Water Plan- https://www.itascaswcd.org/images/Water_Resources/3-31-22_to_3-31-2027_water_plan.pdf and the UMHW watershed plan at <https://headwatershed.org/> .

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

04/18/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 04/25/2023 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, April 18, 2023

RESOLUTION

RE: Adoption and Implementation of the Itasca County Comprehensive Local Water Management Plan

WHEREAS, , the Itasca County Board of Commissioners has been notified by the Minnesota Board of Water and Soil Resources that the Itasca County Comprehensive Local Water Management Plan has been approved according to Minnesota Statutes §103B.301:

NOW THEREFORE BE IT RESOLVED, the Itasca County Board of Commissioners hereby adopts and will continue implementation of its approved Comprehensive Local Water Management Plan.

BE IT FURTHER RESOLVED, after the adoption of the Comprehensive Local Water Management Plan, the Itasca County Board of Commissioners shall amend existing water and related land resources plans and official controls as necessary to conform them to the applicable and approved comprehensive water plan.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, April 18, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3029

DEPARTMENT: Land Department

TIME REQUESTED: 5 Minutes

PRESENTER: Kory Cease

AGENDA ITEM:

Letter of Request

BOARD ACTION REQUESTED:

Approve sending a letter to the United States Forest Service (USFS) requesting the allowable use of Off Highway Vehicles on all USFS roads within the Chippewa National Forest and authorize necessary signatures.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

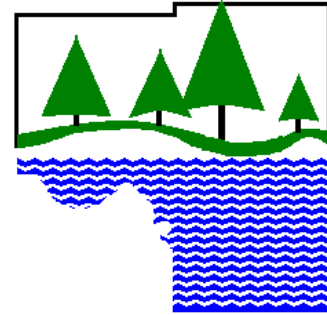
1. OHV Interest Letter - Itasca County

04/18/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 04/25/2023 2:30 PM
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ITASCA COUNTY

123 NE 4th Street, Courthouse
Grand Rapids, MN 55744-2600
Office (218) 327-2853 Fax (218) 327-0688



April 18, 2023

Trapper Marshall, Chippewa National Forest Civil Engineer
200 Ash Avenue NW
Cass Lake, MN 56633

RE: ATV Use in Chippewa National Forest

Dear Mr. Marshall,

Background:

You have been in contact with Kory Johnson, Itasca County Highway Maintenance Director about Off Highway Vehicle (OHV) use in the Chippewa National Forest. Currently some USFS roads are open to ATV/OHM traffic and some are only open to Highway Legal Vehicles (HLV). Kory shared with you the Itasca County Board's interest in open ATV/OHM use on the Chippewa National Forest Road System and their concern specifically about ticketing riders on the Eagle Nest Road, USFS Road 3153. You had provided Kory with the Travel Management Policy information in December of 2022. In March of 2023 you reached back out to Kory to inform him that the Superior National Forest had just allowed OHV use on all USFS roads and that a letter from Itasca County could support the same decision for the Chippewa National Forest.

Coordination:

Per CFR Title 36 Chapter II Part 212 Subpart B
§ 212.53 Coordination with Federal, State, county, and other local governmental entities and tribal governments.

The responsible official shall coordinate with appropriate Federal, State, county, and other local governmental entities and tribal governments when designating National Forest System roads, National Forest System trails, and areas on National Forest System lands pursuant to this subpart.

Revision of Designations:

Per CFR Title 36 Chapter II Part 212 Subpart B
§ 212.54 Designations of National Forest System roads, National Forest System trails, and areas on National Forest System lands pursuant to § 212.51 may be revised as needed to meet changing conditions. Revisions of designations shall be made in accordance with the requirements for public involvement in § 212.52, the requirements for coordination with governmental entities in § 212.53, and the criteria in § 212.55, and shall be reflected on a motor vehicle use map pursuant to § 212.56.

Trapper Marshall

April 18, 2023

Page 2 of 2

Proposal:

The Itasca County Board of commissioners is very supportive of outdoor recreation and has adopted an ordinance for the use of ATV/OHMs on County Roads, which can be found at <http://www.co.itasca.mn.us/641/ATV-Information>. ATV/OHM use is enjoyed by local residents and promotes tourism in Itasca County. It is the intent of the Itasca County Board of Commissioners to support an ATV/OHM network of trails in Itasca County in conjunction with the Minnesota Department of Natural Resources and the United States Department of Agriculture Forest Service. Itasca County proposes that all USFS roads that are currently only open to Highway Legal Vehicles (HLV) be open to All Vehicles (including Off Highway Vehicles, OHV).

County Board Chair

Date

County Board Clerk

Date



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, April 18, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3031

DEPARTMENT: Sheriff
PRESENTER: Joe Dasovich

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
COPS GRANT

BOARD ACTION REQUESTED:
Discuss COPS Hiring Grant Program

BACKGROUND: U.S. Department of Justice COPS Hiring Program (CHP)
Due May 11

- CHP provides funds directly to law enforcement agencies to hire new or rehire additional career law enforcement officers and to increase their community policing capacity and crime-prevention efforts.
- FY 2023 CHP awards will provide up to 75 percent of the entry-level salary and fringe benefits for each approved position for a three-year period. There is a minimum 25 percent local cash match requirement. Recipients are required to pay a progressively larger share of the cost of the award with local funds over the award period.
- Period of performance start date is 10/1/23.
- Agencies must retain each funded position for 12 months following the three years of funding for that position.
- The award period of performance is five years to accommodate the hiring process.
- The additional officer positions should be added to your agency's law enforcement budget with state or local funds (or both) over and above the number of locally funded positions that would have existed in absence of the award.
- Absorbing CHP-funded positions through attrition does not meet the retention requirement.
- Additional consideration in the review process will be given to applicants that propose a community-based approach to the following problem/focus areas: Building Legitimacy and Trust, Violent Crime, Police-Based Response to Persons in Crisis, and Combating Hate and Domestic Extremism.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

Motion To: Approve submission of a grant application for the COPS Hiring Grant Program.

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, April 18, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3033

DEPARTMENT: Sheriff
PRESENTER: Joe Dasovich

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Out-of-State travel - Washington D.C.

BOARD ACTION REQUESTED:
Discuss out-of-state travel to Washington D.C. to honor Deputy Jayme Williams during National Police Week, May 15-19, 2023.

BACKGROUND:
In 1962, President Kennedy proclaimed May 15 as National Peace Officers Memorial Day and the calendar week in which May 15 falls, as National Police Week. Established by a joint resolution of Congress in 1962, National Police Week pays special recognition to those law enforcement officers who have lost their lives in the line of duty for the safety and protection of others.

Sheriff Joe Dasovich, Lt. Kyle Curtiss, Inv. Matt Bothma, Deputy Jake Olson & Deputy Jamie Gilbert will be attending the National Peace Officers' Memorial Service with and in support of the family of Deputy Jayme William's whose name will be engraved on the National Law Enforcement Officers Memorial Wall.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Travel Verification Form 2023 - Washington DC

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

REIMBURSEMENT OF EXPENSES

Reimbursement of Expenses

Itasca County recognizes that in the course of conducting business, there are associated business expenses. Employees and elected officials are expected to be cost conscious and prudent in incurring these expenses. All expenses should be consistent with the departmental work plan and budget.

Policy Statement

It is the policy of Itasca County to reimburse employees or elected officials for expenses incurred in the course of official county business in accordance with state auditor and federal guidelines and in compliance with the provisions within this county policy.

Expenses

The following are considered typical and will be paid by Itasca County, either directly or indirectly via the reimbursement process for expenses attributable to employees only. Keep in mind that this is not meant to be an exhaustive list where exceptions can happen.

- **Meals:** Reimbursement for meals is on a per meal allowance basis if meals are not provided during travel status. Please see the Employee Expense Report for current rates. Meal rates will be updated annually on the Employee Expense Form located on the County shared (S) drive. Proof of overnight stay is required by the IRS for meal reimbursements to be non-taxed.
- **Training/Conferences:** Registration fees for pre-approved, job-related, professional development activities based on an individual professional development plan, including required books and/or training materials. A meeting agenda must accompany any claim for reimbursement.
- **Lodging:** With the original receipt, a standard room, associated taxes, parking fee, and tipping to hotel staff (up to \$5 per day, no receipt required). Regardless if the lodging fee is paid through the reimbursement process or via a County credit card, a receipt is required for all overnight stays.
- **Travel/Transportation:** Coach airfare; miles to and from a business event from the Itasca County office, when using a personal vehicle; taxi/bus/shuttle fees and appropriate tips to drivers; or in limited cases, car rental. As determined by the Department Head, after consideration of options for transportation means, route, total time, etc. reimbursement for business travel expense will be based on the least total travel cost.
 - **Out of State Travel:** County Board authorization for out-of-state travel must be obtained before an employee or elected official travels outside of the State of Minnesota on County business. Exception to this rule is allowed for the out of state travel to Minnesota's border-states.
 - **In State Travel:** Board approval is not required for routine travel within the State of Minnesota in line of duty and budgeted.
 - **Vehicles:** Individuals who use a personal or county vehicle for county business must possess a valid driver's license and auto liability insurance as

REIMBURSEMENT OF EXPENSES

required by state law. The county recommends the minimum coverage of \$100,000/\$300,000 bodily injury coverage and \$50,000 property damage coverage on their vehicles.

- o **Use of County Vehicles:** Departments using a County vehicle will be charged five cents below the current IRS rate per mile against their budget.
 - o **Use of Personal Vehicle/Mileage Reimbursement:** Mileage is reimbursed at the rate established by the IRS. Note: mileage allowance is in lieu of actual expenses for gasoline, oil, repairs, tags, insurance, and depreciation. Therefore, actual expenses for those items will not be reimbursed when your personal vehicle is used for business. Mileage reimbursement rates will be updated annually on the Employee Expense Form located on the County shared (s) drive.
- **Non-Reimbursable Expenses** Itasca County will **not** pay for the following expenses, but not limited to:
 - Entertainment of business or personal associates for primarily social reasons;
 - Food, snacks or beverages independent of meals, newspapers, and other personal incidentals;
 - Alcoholic beverages
 - Commuting to and from work;
 - Traffic violations (parking tickets, moving violations and other vehicle-related fines)
 - Damage to personal items.
 - Additional lodging facility charges, such as movies, laundry service, fitness center, additional room cleaning charges, etc.

Payment of expenses:

All business expenses, except meals, must have accompanying detailed, original receipts as well as the date and purpose of the expense. Such expenses will be paid either via direct payment through department credit card or the expense reimbursement process. Meals while traveling are not allowed to be charged on the department credit card and must be reimbursed thru the Employee Expense Report.

- **Department credit cards:** Itasca County will issue a credit card to certain employees for business related expenses. Cards are issued in the name of the individual but will remain the property of the County. The card is non-transferable and cardholders are responsible for safeguarding their assigned credit card against loss, misuse, or theft. Additional information regarding this matter is detailed in the [Credit Card Policy](#).
- **Reimbursement Process:** To request reimbursement for expenses, one must complete an expense report and submit for approval. The expense form can be downloaded from the S drive on the county network. Claims must be submitted no later than 60 days following the incurred expense unless otherwise approved by the County Board.

REIMBURSEMENT OF EXPENSES

Expense reimbursement is made following submission of completed claim, appropriate receipts to the Auditor/Treasurer's Office, and formal approval by the County Board. The County Board approves bills twice a month. Therefore, expense reimbursement requests should be turned in by the 2nd and 4th Tuesday of each month.

Expense reports that are incomplete, incorrect, or do not include the required receipts will be returned to the approver for completion and may result in a delay or non-reimbursement of specific items.

Effective: January 1, 2014

Board Approval Dates: 11/01/96; 10/29/97; 01/13/98; 05/27/98; 05/23/00; 06/23/00; 06/01/02; 12/16/03; 12/20/05; 10/22/2013; 11/12/2013

**ITASCA COUNTY
TRAVEL VERIFICATION FORM**

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

NAME: Sheriff Joe Dasovich, Lt. Kyle Curtiss, **DATE:** April 13, 2023

Inv. Matt Bothma, Deputy Jake Olson & Deputy Jamie Gilbert
DESTINATION: Washington D.C.

DEPARTURE	RETURN	ACTUAL MEETING
DATE: <u>May 11, 2023</u>	DATE: <u>May 16, 2023</u>	DATE: _____

MODE OF TRAVEL: Flight and Bus

REASON FOR TRAVEL:
Sheriff Joe Dasovich, Lt. Kyle Curtiss, Inv. Matt Bothma, Deputy Jake Olson & Deputy Jamie Gilbert

will be attending the National Peace Officers' Memorial Service with and in support of the family of
Deputy Jayme William's whose name will be engraved on the National Law Enforcement Officers Memorial Wall.

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

Transportation \$ 0.00

Lodging \$ 0.00

Meals \$ County Daily Allowance

Registration \$ 0.00 **Estimated Total \$** _____

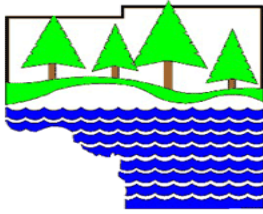
ON WHAT DATE WILL YOUR REPORT BE READY FOR THE COUNTY BOARD?

Employee Signature



Approved by Supervisor/Date

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**ITASCA COUNTY
BOARD OF COMMISSIONERS**
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

November 12, 2013
Regular Meeting

REQUEST FOR BOARD ACTION RBA-2013-356

DEPARTMENT: Administrative Services

PRESENTER: Trish Klein & Jeff Walker

TIME REQUIRED: < 5 minutes

AGENDA ITEM:

Reimbursement of Expenses Policy

BOARD ACTION REQUESTED:

Approve the amendments to the Reimbursement of Expenses Policy which was approved by the board on 10-22-13.

BACKGROUND:

The Policy has been amended for meal reimbursement rates with an effective date of 1-01-2014. Meals while traveling are not allowed to be charged on the department credit card and must be reimbursed through the employee expense report.

ITEM HISTORY:

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION:

- Expenses 1-1-2014 (DOCX)
- 2014 Employee Expense Claim (XLSX)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Rusty Eichorn, District #4
SECONDER:	Terry Snyder, District #2
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Rusty Eichorn
ABSENT:	Mark Mandich



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, April 18, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3041

DEPARTMENT: Sheriff
PRESENTER: John Linder

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Declaration of a State of Emergency

BOARD ACTION REQUESTED:
Adopt the Resolution Re: Declaration of a State of Emergency due to damages resulting from current flooding in Itasca County and approve necessary signature to the request of a Preliminary Damage Assessment per state requirements.

BACKGROUND:
Starting the week of April 10th, with the warmer temperatures, Itasca County has seen and increased amount of road flooding, culvert, and road washouts.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Request for PDA letter

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, April 18, 2023

RESOLUTION 2023-19

RE: DECLARATION OF A STATE OF EMERGENCY

WHEREAS, the week of April 10, 2023, the above average warm weather caused snow to melt rapidly and cause spring flooding, road washouts and culvert damage which impacted the population of Itasca County and its cities; and

WHEREAS, the week of April 10, 2023, the warm weather affected the spring thaw which has caused a significant amount of public property damage; and

WHEREAS, the Itasca County Department of Emergency Management requests the Itasca County Board of Commissioners to declare Itasca County in a STATE OF EMERGENCY for the week of April 10th spring thaw event.

NOW THEREFORE BE IT RESOLVED, that the Itasca County Board of Commissioners hereby declares Itasca County to be in a State of Emergency for conditions resulting from the April 10-14, 2023, spring thaw event.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 18th day of April A.D. 2023 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 18th day of April A.D. 2023.

Administrator



Itasca County Sheriff's Office

JOE DASOVICH, SHERIFF

April 18th, 2023

Mr. Kevin Reed, Interim Director
Minnesota Department of Public Safety
Division of Homeland Security and Emergency Management
Minnesota Street, Suite 223
St. Paul, MN 55101

Dear Mr. Kevin:

Beginning the week of April 10th, 2023, areas in Itasca County have experienced road washouts and culvert damage from spring flooding.

Our initial Damage and Impact Assessment Report revealed damages which met or exceeded 50% of our federal state damage indicator.

Currently, we are requesting your assistance to conduct a Preliminary Damage Assessment (PDA) for the State Public Assistance Program.

I would like to directly coordinate the logistics for the PDA with your staff if that is acceptable to you.

Thank you for your consideration and please let me know if you require additional information at John Linder at 218-244-6952.

Sincerely,

John Linder, Emergency Manager
Itasca County Sheriff's Office

Burl Ives, Board Chair
Itasca County Board of Commissioners