



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, April 25, 2023

2:30 PM

Itasca County Boardroom

FINAL

REGULAR SESSION MINUTES

I. CALL TO ORDER

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

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

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Add Item #6.12 (The Three Old Guys Day Proclamation) and approve the agenda, as amended.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, April 18, 2023 County Board Special Session Re: Economic Development; the minutes of the Tuesday, April 18, 2023 County Board Special Session Re: Transportation; and the minutes of the Tuesday, April 18, 2023 County Board Work Session.

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

V. CONSENT AGENDA

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

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

1. Adopt the Resolution Re: Adoption and Implementation of the Itasca County Local Water Management Plan.
2. Approve a Letter of Support for H.R. 1657, the Lake Winnibigoshish Land Exchange Act of 2023 and authorize signature of County Board Chair.
3. 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.
4. 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.
5. 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.
6. 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.
7. Authorize the Probation Department to apply for the Caseload Workload Reduction Grant and authorize signature of the County Board Chair for acceptance of the grant, if awarded.
8. Authorize the Probation Department to apply for the Community Sex Offender Treatment Grant and authorize signature of the County Board Chair for acceptance of the grant, if awarded.

VI. REGULAR AGENDA

1. Citizen Input
No citizen input provided.
2. Legislative Conference Call
A Legislative Conference Call was provided by Representative Spencer Igo.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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3. Recognition of County Employees
The following employees were recognized:

Welcome to new employee Kevin Glass, Probation Department Director effective April 17, 2023.

Welcome to new employee Barb Petz, Child Support Officer, Health & Human Services, effective April 17, 2023.

Welcome to new employee Jill Day, Administrative Support, Environmental Services, effective April 17, 2023.

Welcome to new employee Kori Castle, Medical Support Specialist, IMCare Division of the Health & Human Services Department effective April 24, 2023.

Farewell to Derek Peterlin whose last day as a Deputy Sheriff/Road Deputy will be April 27, 2023 after 6+ years of service.

Welcome to new employee Shawna Moehling, Administrative Support, Recorder's Department, effective April 24, 2023.

Congratulations to Carolyn Randall who accepted a job change from Elections/Licensing Specialist to Accounting Technician, Auditor/Treasurer department, effective April 16, 2023.

Farewell to Marcie Witkofsky whose last day as a Legal Secretary, Attorney Department will be April 28, 2023 after 13+ years of service.

Farewell to Jennifer Moen whose last day as an Eligibility Specialist, Family Services Division of Health & Human Services Department will be April 28, 2023 after 13+ years of service.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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4. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of April 28, 2023, in the amount of \$766,479.09.

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

5. ICHHS Warrants

Motion To: Approve the Itasca County Health and Human Services (ICHHS) Warrants for April 2023, in the amount of \$1,610,383.77.

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

6. Adoption of Northern Itasca Hospital District Line Corrections Resolution

Motion To: Adopt the Resolution Re: Northern Itasca Hospital District Line Corrections.

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

7. County Based Purchasing (IMCare) Division Update/Presentation

Health Plan Division Manager Sarah Anderson provided a County Based Purchasing (IMCare) Division Update/Presentation, including information regarding the 2022 Compliance Program Report.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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8. Approve Contract Extension for Administrative Coordinator

Motion To: Approve a one-year contract extension for Administrative Coordinator.

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

9. National Police Week & Peace Officers Memorial Day 2023

Motion To: Adopt the Resolution Re: National Police Week, which recognizes May 15-21, 2023 as National Police Week & Peace Officers Memorial Day in Itasca County.

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

10. National Correctional Officers Week 2023

Motion To: Adopt the Resolution Re: Proclaiming the Week of May 7 – May 13, 2023 as National Correctional Officers Week.

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

11. Department Work Study

Commissioners discussed the preliminary reports provided by Department Heads detailing their departmental Work from Home or Modified Work Schedules.

RESULT:	RECOMMENDED FOR REGULAR	NEXT: 05/23/2023 2:30 PM
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12. The Three Old Guys Day Proclamation

Motion To: Adopt the Proclamation Re: The Three Old Guys Day, which proclaims Saturday, April 29, 2023 as The Three Old Guys Day in Itasca County.

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

VII. COMMISSIONER COMMENTS

Commissioner Smith provided comment regarding his attendance at the recent Leech Lake Band of Ojibwe State of the Band Address, as well as a meeting with Public Health Division staff.

Commissioner Johnson provided comment regarding an event scheduled for Saturday, June 22, 2023 beginning at 5 PM at the Itasca Calvary Cemetery in Grand Rapids, MN hosted by the Sons of the Union Veterans of the Civil War (SUVCW) to honor Private Edward M. Wilson, the last Civil War veteran buried in Itasca County.

Commissioner Snyder provided comment regarding his attendance at a recent Wilderness Wheelers ATV Club meeting.

Commissioner Ives provided comment regarding his attendance at a recent Itasca Economic Development Corporation (IEDC) Strategic Planning Session, as well as a Minnesota United Snowmobilers Association (MnUSA) Spring Meeting.

VIII. CLOSED SESSIONS

IX. ADJOURN

Chair Ives adjourned the meeting at 4:00PM.

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 25, 2023

RESOLUTION 2023-20

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, through its effective term ending 3-31-2027.

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.

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

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 25th 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 25th day of April A.D. 2023.

Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, April 25, 2023

RESOLUTION 2023-21

RE: NORTHERN ITASCA HOSPITAL DISTRICT LINE CORRECTIONS

WHEREAS, Minnesota Statutes 204B.14 Elections Precincts establishes the procedure for a precinct boundary change, and

WHEREAS, Minnesota Statute section 204B.14 subd. 5 requires that the Municipal Clerk notify the County Auditor and secretary of state within 30 days of any boundary changes, and

WHEREAS, pursuant to this statute, the Municipal Clerk shall prepare a corrected precinct map and provide the corrected map to the County Auditor, who shall correct the precinct finder in the statewide voter registration system and make the corrected map and precinct finder available for public inspection, and to the Secretary of State, who shall update the precinct boundary database; and

WHEREAS, the County Auditor shall prepare and file precinct boundary maps for precincts in unorganized territories in the same manner as provided for precincts in municipalities.

NOW THEREFORE BE IT RESOLVED, the Itasca County Board of Commissioners hereby redistricts the Northern Itasca Hospital District Lines as follows:

That part of McLeod Precinct, currently in Township 60 North, Range 23 West, will be a part of Long Lake Precinct, and

That part of Long Lake Precinct, currently in Township 59 North, Range 23 West, will be a part of McLeod Precinct; and,

That part of McLeod Precinct, currently in Township 59 North, Range 24 West, will be a part of Long Lake Precinct.

BE IT FURTHER RESOLVED that the Municipal Clerk is directed to file the redistricting plan with the County Auditor and the Secretary of State by May 10, 2023.

BE IT FURTHER RESOLVED that the Elections Administrator is directed to issue PVC's to every registered voter in the described areas to notify them of their boundary and voting change.

BE IT FURTHER RESOLVED that the districts are, for illustrative purposes, identified on a map of the corrected hospital district area hereto and marked Exhibit A, which by reference is hereby made a part hereof.

BE IT FINALLY RESOLVED that this action supersedes Resolution 2023-17, which contained an error.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Terry Snyder
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 25th 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 25th day of April A.D. 2023.



Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, April 25, 2023

RESOLUTION 2023-22

RE: NATIONAL POLICE WEEK

WHEREAS, the Congress and the President of the United States of America have designated May 15 as Peace Officers Memorial Day, and the week in which May 15 falls as National Police Week and,

WHEREAS, the members of the Itasca County Sheriff's Office, along with all law enforcement in Itasca County, play an essential role in safeguarding the rights and freedoms of the citizens of Itasca County and,

WHEREAS, law enforcement officers are guardians of life and property, defenders of the individual right to be free men, warriors in the war of crime, dedicated to the preservation of life, liberty, and the pursuit of happiness and,

WHEREAS, the men and women of the Itasca County Sheriff's Office, along with other law enforcement officers in Itasca County, unceasingly provide a vital public service and,

WHEREAS, the County of Itasca desires to honor the valor, service, and dedication of its own law enforcement officers and,

WHEREAS, LEOKA statistics show that every two days in America, a law enforcement officer will be killed in the line of duty somewhere in the United States, and eighty-nine officers will be seriously assaulted in the performance of their duties. The community joins with other counties, cities, and towns to honor all peace officers everywhere and,

WE, THEREFORE, PROCLAIM the week of May 15 through May 21 to be Police Week and call upon all our citizens--as well as our patriotic, civic, and educational organizations--to honor, commemorate, and show appreciation for our law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered dedicated services to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens; and

WE, THEREFORE, CALL upon all citizens of Itasca County to observe the 15th of May 2023, as Peace Officers Memorial Day, in honor of those law enforcement officers who, through their courageous deeds, made the ultimate sacrifice and service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

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

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 25th 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 25th day of April A.D. 2023.

A handwritten signature in black ink, appearing to read "Brett Skyles", is written above a horizontal line.

Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, April 25, 2023

RESOLUTION 2023-23

RE: PROCLAIMING THE WEEK OF MAY 07 - MAY 13, 2023 AS NATIONAL CORRECTIONAL OFFICERS WEEK

WHEREAS, one week each May, is officially designated as Correctional Officers Week, established by President Ronald Reagan on May 5th, 1984. This year, Correctional Officers Week is May 07-13, 2023, and,

WHEREAS, the Itasca County Sheriff's Office supports the proposition that the men and women who perform the difficult task of supervising the County's inmates deserve this recognition and,

WHEREAS, the Itasca County Sheriff's Office recognizes that detention staff are professionals, equal in status and importance to other professionals and effective at the administration of justice.

NOW THEREFORE BE IT RESOLVED, that we, the Itasca County Board of Commissioners, do hereby proclaim the week of May 07-13, 2023, as Correctional Officers' Week in Itasca County, in honor of the dedicated professionals who supervise the County's inmate population:

CO Troy Anderson	CO Dylan Maki	CO Darlene Troumbly
CO Adam Bodin	CO Nathan O'Brien	CMHP Tabbatha Litchke Herdman
CO Lisa Evans	CO Marnie Olson	Sgt. David Frechette
CO Rob Geving	CO Adam Rabey	Sgt. Chad Latvala
CO David Hill	CO Matthew Reasoner	Sgt. Erin Nelson
CO Todd Janecke	CO Donald Roberts	Sgt. Dustin Ross
CO Darin Johnson	CO Amy Slettom	Lt. Shawn Racine
CO Christopher Kebart	CO Garrett Smith	Capt. Lucas Thompson
CO Cary Kuck	CO Jenna Soltis	

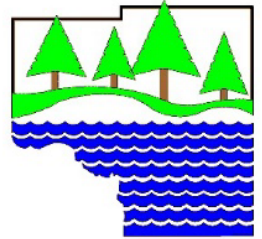
RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives
ABSENT:	Casey Venema

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 25th 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 25th day of April A.D. 2023.

Administrator



April 25, 2023

Chair:

PULL: None

ADDITIONS:

1. Item #6.12 – The Three Old Guys Day Proclamation

CHANGES: None

INFORMATIONAL:

1. Item #6.8 – Additional Information



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, April 18, 2023

10:00 AM

Itasca County Boardroom

DRAFT

SPECIAL SESSION MINUTES

I. CALL TO ORDER

Chair Ives called the meeting to order at 10:00 AM.

Attendee Name	Title	Status	Arrived
Cory Smith	District #1	Present	10:00 AM
Terry Snyder	District #2	Present	10:00 AM
John Johnson	District #3	Present	10:00 AM
Burl Ives	District #4	Present	10:00 AM
Casey Venema	District #5	Absent	

II. REGULAR AGENDA

1. Itasca Economic Development Corporation Update

Itasca Economic Development Corporation (IEDC) President, Tamara Lowney, IEDC Board Chair Mike Auger, Director of Business Development Rob Sjostrand, Prior Board Chair Bart Johnson, APEX Business Developer Matt Shermoen, and Professional Consultant Dave Cowan provided an IEDC update.

RESULT: INFORMATIONAL - NO ACTION TAKEN

3. Cohasset Economic Development Authority Update

Cohasset Economic Development Authority (EDA) Executive Director Max Peters and City of Cohasset Mayor Andy MacDonell provided a Cohasset EDA update.

RESULT: INFORMATIONAL - NO ACTION TAKEN

2. Community and Economic Development Associates Update

Community and Economic Development Associates (CEDA) Northeast Regional Director Sarah Carling and CEDA President & CEO Ron Zeigler provided a CEDA update.

RESULT: INFORMATIONAL - NO ACTION TAKEN

III. ADJOURN

Chair Ives adjourned the meeting at 12:52 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
(218) 327-2847

Tuesday, April 18, 2023

2:00 PM

Itasca County Boardroom

DRAFT

SPECIAL SESSION MINUTES

I. CALL TO ORDER

Chair Ives called the meeting to order at 2:00 PM.

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

II. REGULAR AGENDA

1. Transportation Department Highway Construction Project Impacts to Public
Assistant County Engineer Ryan Sutherland provided information regarding highway construction project impacts to the public, including information regarding the CSAH 3 Road Rehabilitation and 7th Avenue Roundabout project and detour.

RESULT: INFORMATIONAL - NO ACTION TAKEN

Highway Maintenance Director Kory Johnson provided information regarding road closures due to the recent flooding issues across the County. To view current closures, please visit <https://www.co.itasca.mn.us/219/Transportation..>

RESULT: INFORMATIONAL - NO ACTION TAKEN

III. ADJOURN

Chair Ives adjourned the meeting at 2:25 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 18, 2023

2:30 PM

Itasca County Boardroom

DRAFT

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 engrave 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 25, 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 Re: 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
----------------	--------------------------------	---------------------------------

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 25, 2023

RESOLUTION 2023-20

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, through its effective term ending 3-31-2027.

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.

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

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 25th 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 25th day of April A.D. 2023.

Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, April 25, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3050

DEPARTMENT: Environmental Services
PRESENTER: Daniel Swenson, Cory Smith

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Letter of Support for Land Exchange

BOARD ACTION REQUESTED:
Approve a Letter of Support for H.R. 1657, the Lake Winnibigoshish Land Exchange Act of 2023 and authorize signature of County Board Chair.

BACKGROUND:
The Mississippi Headwaters Board (MHB) is considering a similar letter of support.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

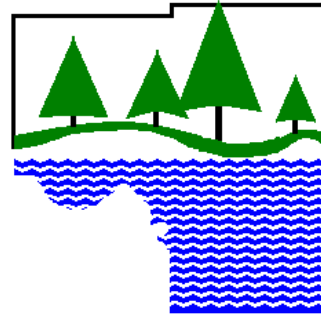
SUPPORTING DOCUMENTATION:

1. 2023.04.25 Updated Letter of Support Land Exchange HR 1657
2. 2023.04.25 Updated Letter of Support Land Exchange HR 1657 SIGNED

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

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



April 25, 2023

Chairman Tom Tiffany &
Ranking Member Joe Neguse
Federal Lands Subcommittee
House Natural Resources Committee
1324 Longworth House Office Building
15 Independence Ave SE
Washington, DC 20515

Chairman Bruce Westerman &
Ranking Member Raul Grijalva
House Natural Resources Committee
1324 Longworth House Office Building
15 Independence Ave SE
Washington, DC 20515

*Email to: Aniela.Butler@mail.house.gov, Brandon.Bragato@mail.house.gov, Andrew.Morley@mail.house.gov

RE: Letter of Support for H.R. 1657, the Lake Winnibigoshish Land Exchange Act of 2023

Dear Chairman Tom Tiffany, Chairman Westerman and Ranking Members Joe Neguse and Raul Grijalva:

In June 2021, Bill and Gail Heig acquired about 34 acres and 1,100 feet of shoreline along Lake Winnibigoshish, which borders USFS lands. The Mississippi Headwaters Board (MHB) used a metric called Riparian Adjacency and Quality (RAQ) score to evaluate this parcel, and it was found to have a perfect score, indicating high land quality.

The Comprehensive Plan implemented in September 2019 outlines the need to increase public landholdings along the Mississippi River and Headwaters Lakes by exchanging lands with private landowners. The Itasca County Board of Commissioners supports H.R.1657, which directs the Forest Service to complete the land exchange for the Lake Winnibigoshish property.

This exchange aims to protect the natural and recreational assets of the Mississippi River, maintain continuity of existing USFS lands, and permit Bowen's Resort Property to use an existing disturbed marina in the Corridor.

If you have any questions, please reach out to County Administrator Brett Skyles via the contact information mentioned above.

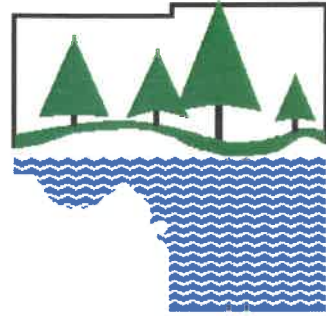
Sincerely,

Burl Ives, Chair
Itasca County Board of Commissioners

cc: Ted Van Kempen, MHB Chair
Tim Terrill, MHB Executive Director
Michael Stansberry, Chippewa National Forest Supervisor

ITASCA COUNTY

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



April 25, 2023

Chairman Tom Tiffany &
Ranking Member Joe Neguse
Federal Lands Subcommittee
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1324 Longworth House Office Building
15 Independence Ave SE
Washington, DC 20515

Chairman Bruce Westerman &
Ranking Member Raul Grijalva
House Natural Resources Committee
1324 Longworth House Office Building
15 Independence Ave SE
Washington, DC 20515

*Email to: Aniela.Butler@mail.house.gov, Brandon.Bragato@mail.house.gov, Andrew.Morley@mail.house.gov

RE: Letter of Support for H.R. 1657, the Lake Winnibigoshish Land Exchange Act of 2023

Dear Chairman Tom Tiffany, Chairman Westerman and Ranking Members Joe Neguse and Raul Grijalva:

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This exchange aims to protect the natural and recreational assets of the Mississippi River, maintain continuity of existing USFS lands, and permit Bowen's Resort Property to use an existing disturbed marina in the Corridor.

If you have any questions, please reach out to County Administrator Brett Skyles via the contact information mentioned above.

Sincerely,

A handwritten signature in blue ink, which appears to read "Burl Ives", is positioned above the printed name of the signatory.

Burl Ives, Chair
Itasca County Board of Commissioners

cc: Ted Van Kempen, MHB Chair
Tim Terrill, MHB Executive Director
Michael Stansberry, Chippewa National Forest Supervisor



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, April 25, 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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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

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

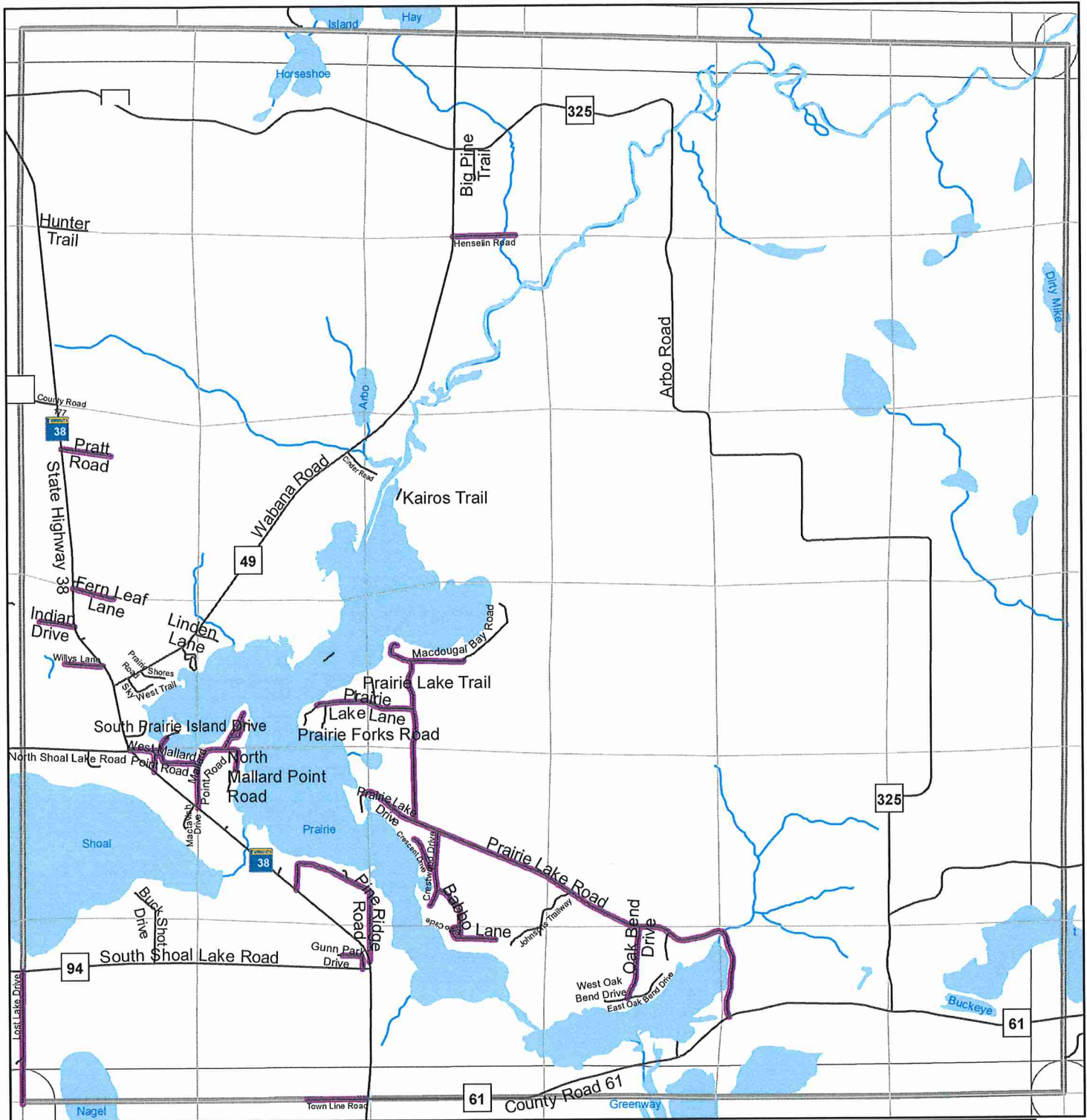
By: _____
Clerk/Deputy Clerk
Township

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

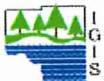
Arbo Township



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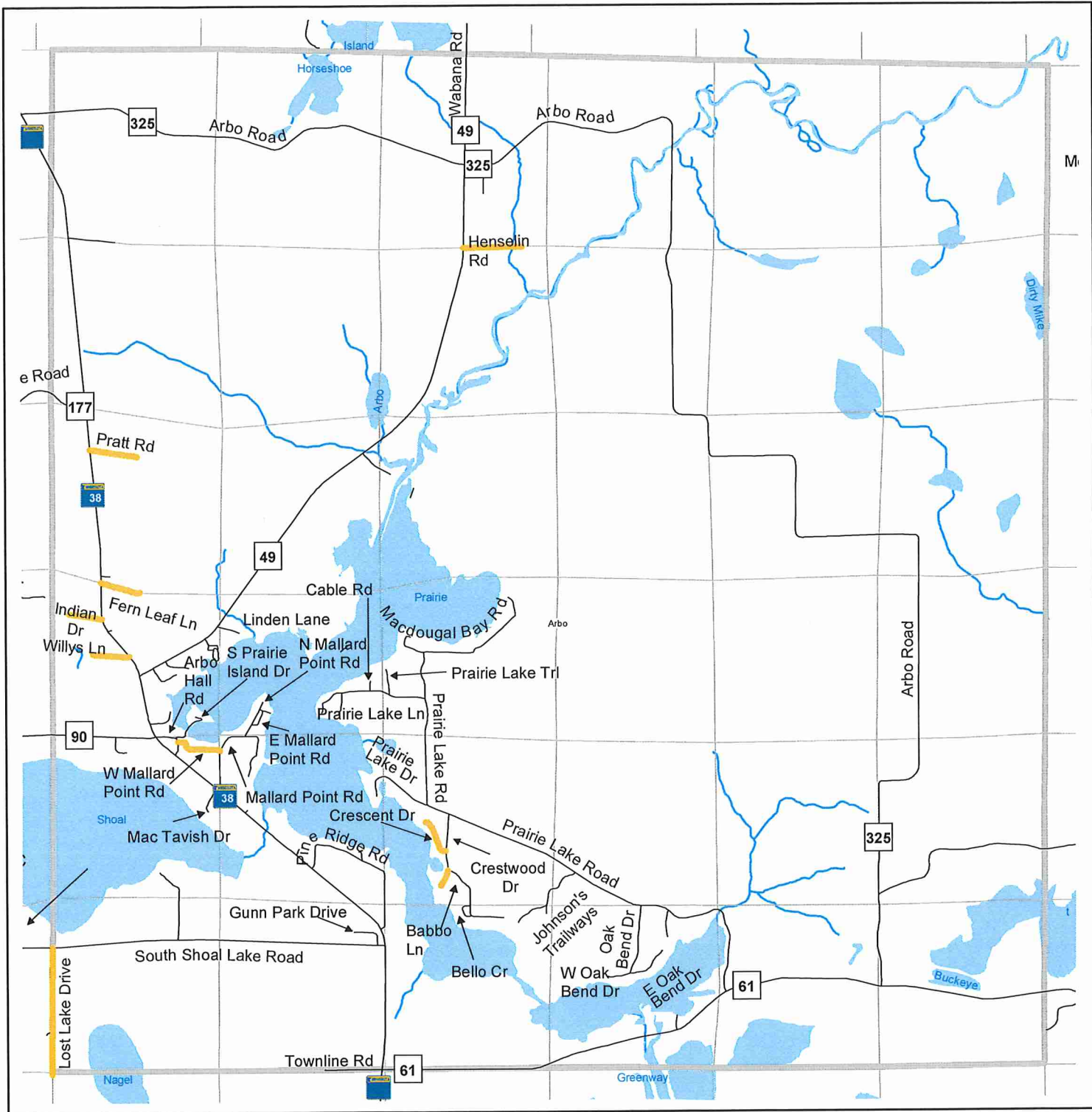
N:\MAINTENANCE\Maintenance Contracts\Twp-City Maintenance
Township Maintenance Agreement Maps\2019-2020 Maps

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

Itasca Geographic Information System
"decision support through automation"

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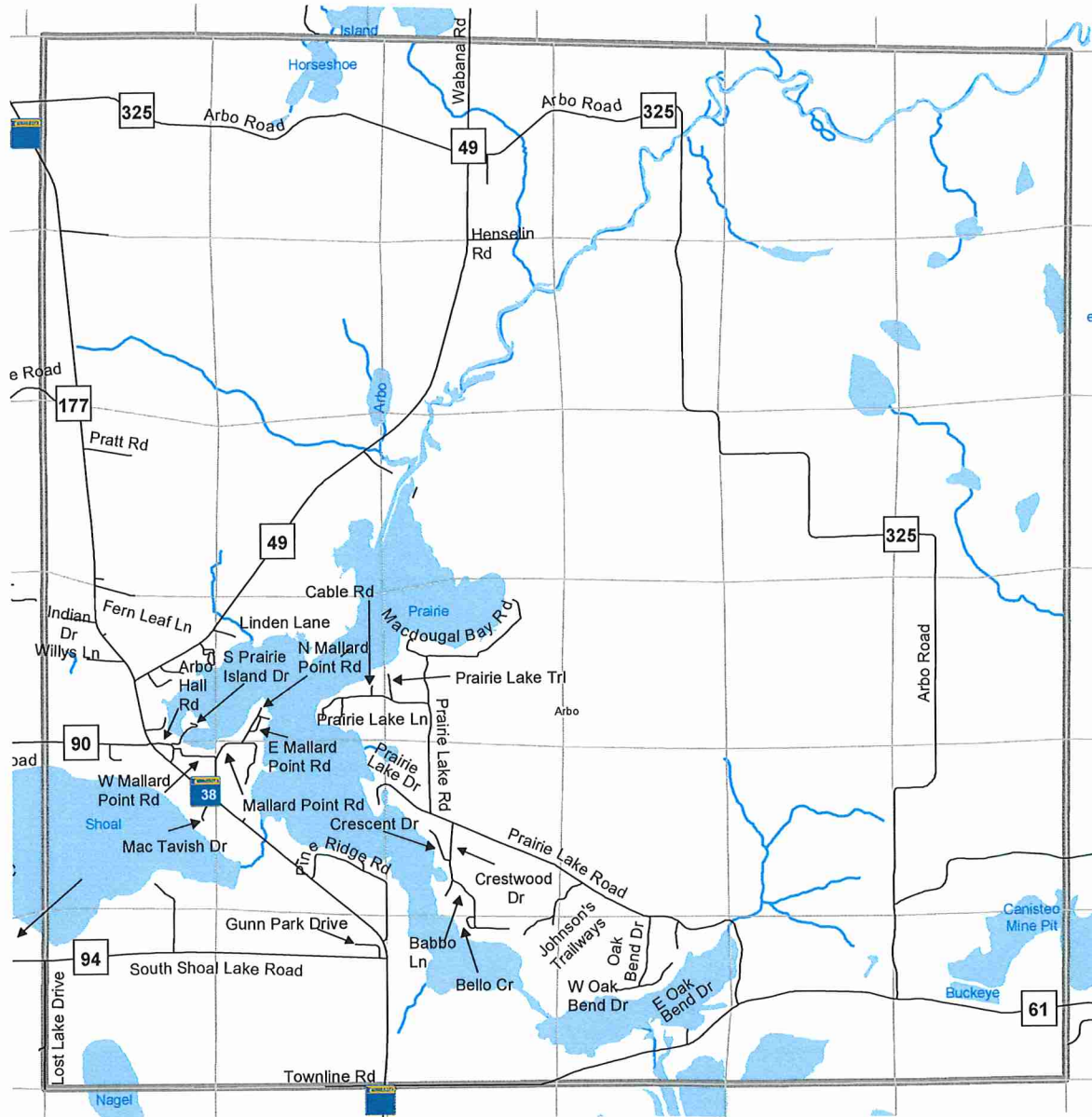
This information is a compilation of data from different sources with varying degrees of accuracy and requires a qualified field survey to verify.

**Township Road Maintenance
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

Arbo Township



0 0.5 1 2 Miles



**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

Itasca Geographic Information System
"decision support through automation"

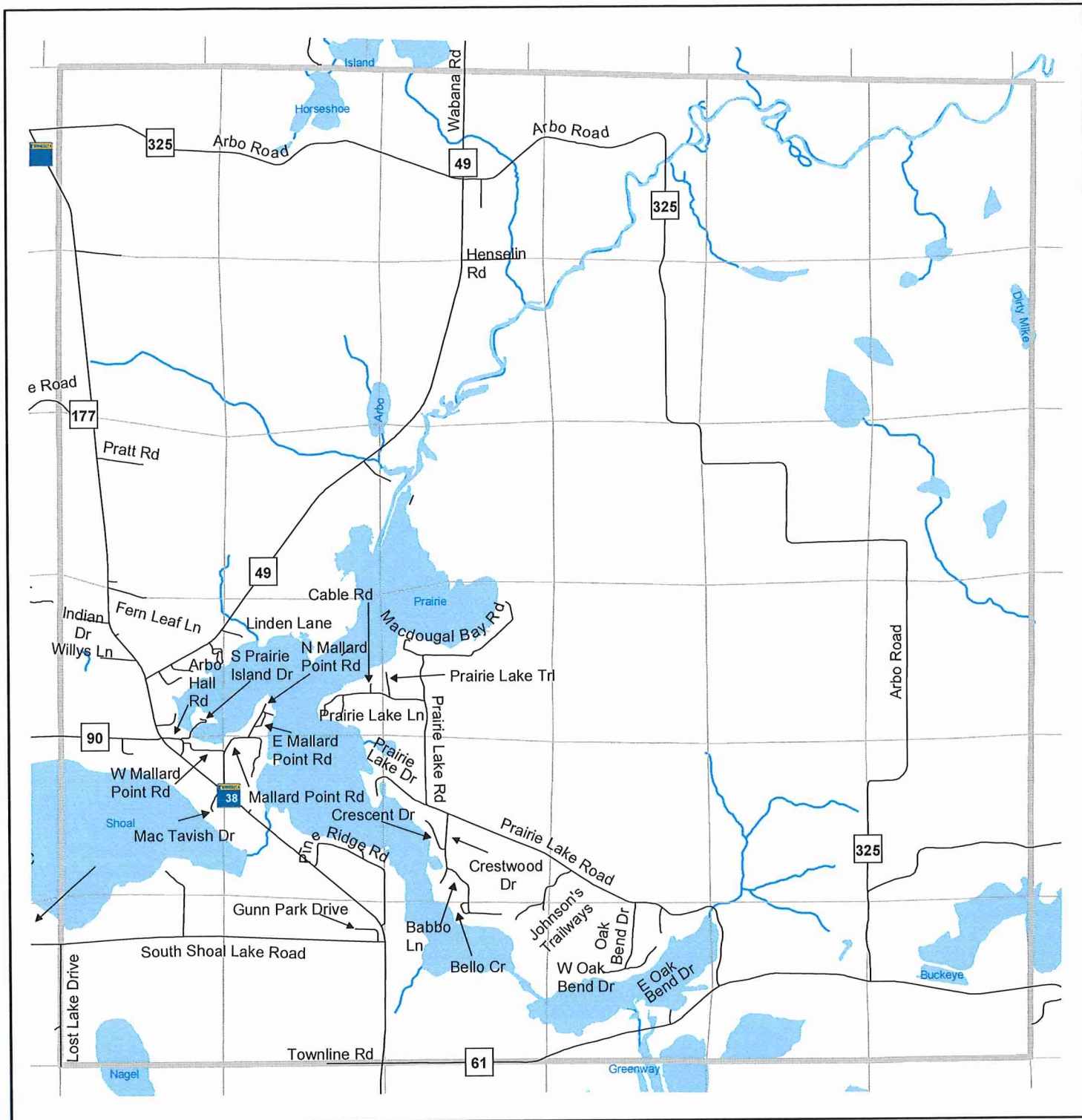
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N:\MAINTENANCE\Maintenance Contracts\Twp-City Maintenance
T\Township Maintenance Agreement Maps\2019-2020 Maps

This information is a compilation of
data from different sources with
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a qualified field survey to verify.

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

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a qualified field survey to verify.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, April 25, 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
----------------	--------------------------------	---------------------------------

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

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 25, 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
----------------	--------------------------------	---------------------------------

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

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

"Exhibit A"



150 2nd Ave SW
Perham, MN 56573
218-346-5500

Invoice No.

INVOICE

Customer

Name Itasca CO
Address Co Rd 52
City Bigfork State MN ZIP
Phone

Date 1/3/2023
W.O. # 0
Engineer Brian Rutten
ATC

Qty	Description	Unit Price	TOTAL
1	OSP Construction	\$0.00	\$110,900.52
	Labor		
1	Equipment/Electronics	\$0.00	\$0.00
	(Both onsite and offsite equipment)		
1	Engineering/Staking	\$0.00	\$2,315.52
	(Field work, site visits, office design, etc...)		
1	Permits	\$0.00	\$0.00
	(Utility permit costs- City, County, RR, DNR, etc...)		
1	Materials	\$0.00	\$35,459.78
1	Winter Rates		
	Nov. 15th thru April 15th	\$342,733.48	\$0.00

Payment Details

- ☒ Cash
☐ Check
☐ Credit Card

Name
CC #
Expires

SubTotal	\$148,675.82
Shipping & Handling	\$0.00
Taxes State	\$0.00
TOTAL	\$148,675.82

Construction Sign Off

Name:

Date Revised:

\$40,142.47

Thank You!

★ 27% of relocation costs are the County's responsibility.
\$148,675.82 * .27 = \$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 25, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3029

DEPARTMENT: Transportation

TIME REQUESTED: 5 Minutes

PRESENTER: Kory Johnson

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
2. OHV Interest Letter - Itasca County SIGNED

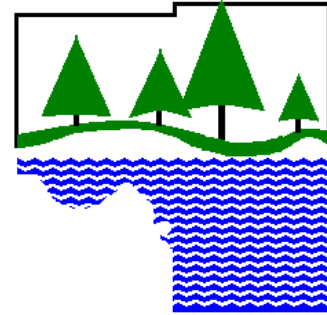
04/18/2023

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

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

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

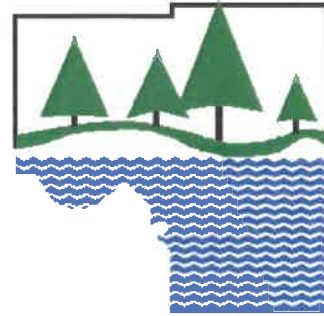
Date

County Board Clerk

Date

ITASCA COUNTY

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:

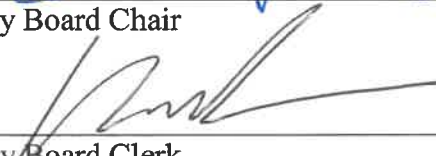
The Itasca County Board of commissioners is very supportive of outdoor recreation and has adopted an ordinance for the use of ATV/OHMs on County Roads, which can be found at <http://www.co.itasca.mn.us/641/ATV-Information>. ATV/OHM use is enjoyed by local residents and promotes tourism in Itasca County. 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

04/25/2023

Date



County Board Clerk

04/25/2023

Date



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, April 25, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3039

DEPARTMENT: Probation
PRESENTER: Chelsea Rabey

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Caseload Workload Reduction Grant

BOARD ACTION REQUESTED:

Authorize the Probation Department to apply for the Caseload Workload Reduction Grant and authorize signature of the County Board Chair for acceptance of the grant, if awarded.

BACKGROUND:

Itasca County has been the recipient of this grant for several years. The grant is distributed by the Minnesota Department of Corrections and is on a 2-year cycle. Itasca County has received \$200,900 bi-annually through this grant to help fund two Agent positions.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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 25, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3040

DEPARTMENT: Probation
PRESENTER: Chelsea Rabey

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Community Sex Offender Treatment Grant

BOARD ACTION REQUESTED:
Authorize the Probation Department to apply for the Community Sex Offender Treatment Grant and authorize signature of the County Board Chair for acceptance of the grant, if awarded.

BACKGROUND:
Itasca County has been the recipient of this grant for several years. The grant is distributed by the Minnesota Department of Corrections and is on a 2-year cycle. Itasca has received \$92,600 bi-annually through this grant and the funds are used to offset the cost for probation involved juveniles that are charged with a sexual offense and recommended to outpatient treatment. The ability to provide this program in the community helps rehabilitate and deter out of home placements.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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 25, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2781

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 25, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3051

DEPARTMENT: Administrative Services

TIME REQUESTED: 15 Minutes

PRESENTER: Loren Solberg, Senator Igo

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

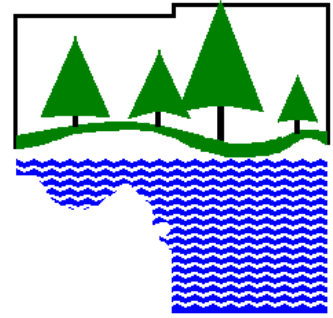
SUPPORTING DOCUMENTATION:

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 25, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3048

DEPARTMENT: Human Resources

TIME REQUESTED: < 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Recognition of County Employees

BOARD ACTION REQUESTED:

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

BACKGROUND:

- Welcome to new employee Kevin Glass, Probation Department Director effective April 17, 2023.
- Welcome to new employee Barb Petz, Child Support Officer, Health & Human Services, effective April 17, 2023.
- Welcome to new employee Jill Day, Administrative Support, Environmental Services, effective April 17, 2023.
- Welcome to new employee Kori Castle, Medical Support Specialist, IMCare Division of the Health & Human Services Department effective April 24, 2023.
- Farewell to Derek Peterlin whose last day as a Deputy Sheriff/Road Deputy will be April 27, 2023 after 6+ years of service.
- Welcome to new employee Shawna Moehling, Administrative Support, Recorder's Department, effective April 24, 2023.
- Congratulations to Carolyn Randall who accepted a job change from Elections/Licensing Specialist to Accounting Technician, Auditor/Treasurer department, effective April 16, 2023.
- Farewell to Marcie Witkofsky whose last day as a Legal Secretary, Attorney Department will be April 28, 2023 after 13+ years of service.
- Farewell to Jennifer Moen whose last day as an Eligibility Specialist, Family Services Division of Health & Human Services Department will be April 28, 2023 after 13+ years of service.

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION: None

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

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

Tuesday, April 25, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2819

DEPARTMENT: Auditor / Treasurer

TIME REQUESTED: < 5 Minutes

PRESENTER: Gail Guck

AGENDA ITEM:

Commissioner Warrants

BOARD ACTION REQUESTED:

Approve Commissioner Warrants with a check date of April 28, 2023, in the amount of \$766,479.09.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, April 25, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2839

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Christine Krebs

AGENDA ITEM:

ICHHS Warrants

BOARD ACTION REQUESTED:

Approve the Itasca County Health and Human Services (ICHHS) Department Warrants for April 2023, in the amount of \$1,610,383.77.

BACKGROUND:

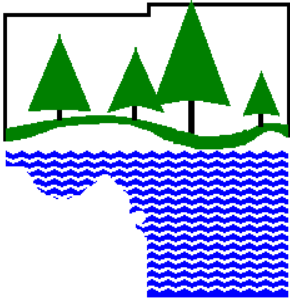
N/A

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. ICHHS Warrants - April 2023

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 HEALTH AND HUMAN SERVICES

ITASCA RESOURCE CENTER

1209 SE 2nd Avenue, Grand Rapids, MN 55744

Hearing Impaired Number TDD: 218-327-5549

218-327-2941

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

April 2023

Income Maint/Admin Payments	\$ 177,866.84
Social Services - Waivers	\$ 12,912.21
Social Services - Non-Waivers	\$ 512,990.23
Foster Care/Out of Home/FamilySupport	\$ 519,051.04
Relative Custody/Preventive Placement Costs/Incidentals	\$ 101,267.79
Public Health	\$ 38,983.44
Community Health Board	\$ 247,312.22
Total	\$ 1,610,383.77

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

April 2023
Out of Home Placement Breakdown

Foster Care/Out-of-Home/Family Support Comparison					
	Actual 2023	Actual 2022	Actual 2021	Actual 2020	Actual 2019
January	481,711.66	433,150.76	375,450.87	459,792.92	304,901.00
February	553,117.21	348,631.48	276,036.33	591,619.05	395,125.46
March	549,963.91	390,198.68	470,336.10	503,054.15	481,292.60
April	519,051.04	552,814.60	327,746.28	447,083.94	369,984.89
May		487,698.28	435,540.15	533,038.47	431,360.66
June		585,853.92	453,742.31	382,221.73	511,262.03
July		400,212.87	295,647.79	361,553.69	374,861.55
August		484,467.08	406,809.83	324,126.58	553,349.32
September		499,454.00	351,501.34	388,223.65	454,942.93
October		596,946.77	253,884.89	482,584.01	535,920.86
November		361,433.79	424,163.31	397,425.90	420,910.89
December		510,726.16	280,089.95	351,799.88	222,554.78
Total	2,103,843.82	5,651,588.39	4,350,949.15	5,222,523.97	5,056,466.97

Child Protection Statistics					
	Maltreatment Reports	Opened for Assessment	% Opened	Children Placed	% Placed of Open
January	36	25	69%	9	36%
February	52	26	50%	9	35%
March	64	29	45%	2	7%
April	64	30	47%	9	30%
May			#DIV/0!		#DIV/0!
June			#DIV/0!		#DIV/0!
July			#DIV/0!		#DIV/0!
August			#DIV/0!		#DIV/0!
September			#DIV/0!		#DIV/0!
October			#DIV/0!		#DIV/0!
November			#DIV/0!		#DIV/0!
December			#DIV/0!		#DIV/0!
	216	110	#DIV/0!	29	#DIV/0!
	average			average	

April 2023
Out of Home Placement Payments by Vendor

		Rate	Invoices Paid
Northwestern MN Juvenile	-	\$200-\$340/day	\$ 158,931
North Homes	-	\$175 - \$365/day	\$ 104,689
The Bridge Residential Facility	-	\$250/day	\$ 48,600
Mille Lacs Academy	-	\$525/day	\$ 30,951
Northwood	-	\$294-\$331/day	\$ 19,739
Snyders/Foundation for Life	-	\$122/day	\$ 17,067
Port Group Homes	-	\$269/day	\$ 8,595
Village Ranch	-	\$175 - \$231/day	\$ 6,788
Lutheran Social Services	-	\$148-\$194/day	\$ 6,684
Northstar	-	\$128/day	\$ 5,461
Lighthouse	-	\$128/day	\$ 5,291
MCF - Redwing	-	\$260/day	\$ 3,900
Anoka County Juvenile Center	-	\$226 - \$282/day	\$ 3,620
Crow Wing Community Serv	-	\$295/day	\$ 3,011
Go Forward Group Home	-	\$245/day	\$ 2,695
Little Sand Group Home	-	\$240/day	\$ 2,328
Arrowhead Juvenile Center	-	\$250/day	\$ -
Dakota County Juvenile Serv	-	\$325 - \$340/day	\$ -
Evergreen Shelter	-		\$ -
Heartland Girls Ranch	-	\$249 - \$316/day	\$ -
Kidspeace Corp	-	\$266/day	\$ -
Kindred Family Focus	-		\$ -
MN Dept of Corrections	-	\$269/day	\$ -
New Trails Group Home	-	\$242/day	\$ -
Pathfinders Children Treat	-	\$106/day	\$ -
Peace House	-	\$115/day	\$ -
Prairie Lakes Youth Program	-	\$209 - \$239/day	\$ -
Serenity Christian Homes	-	\$256.69/day	\$ -
St Cloud Children's Home	-	\$221/day	\$ -
Volunteers of America	-		\$ -
West Central Juvenile Center	-	\$334/day	\$ -
Woodland Hills	-	\$152 - \$331/day	\$ -
Individuals*	-	\$21 - \$121/day	\$ 90,701
Total			\$ 519,051

*Individuals : Includes Foster Care & Family Support Programs

April 2023
North Homes & Northwestern Placement Breakdown

North Homes							
	Assessment Evaluation	Shelter	Hawkins Home	Boys & Girls Programs	Cottage	Foster	Total
Jan	9,743.95	40,591.98	10,147.20	27,260.40	-	20,115.90	107,859.43
Feb	8,114.60	61,092.98	10,485.44	19,327.26	9,354.00	20,786.43	129,160.71
Mar	26,239.62	52,728.50	10,485.44	19,327.26	12,082.25	13,282.34	134,145.41
Apr	15,499.59	27,061.32	9,470.72	12,383.28	14,175.47	26,098.98	104,689.36
May							-
Jun							-
Jul							-
Aug							-
Sep							-
Oct							-
Nov							-
Dec							-
	59,597.76	181,474.78	40,588.80	78,298.20	35,611.72	80,283.65	475,854.91

Northwestern							
		Residential	Non-Secure Detention	Secure Detention	Satellite Homes		Total
Jan		59,610.41	9,768.00	53,847.00	8,386.46		131,611.87
Feb		54,809.24	12,180.00	48,900.00	13,580.95		129,470.19
Mar		53,268.00	17,980.00	45,600.00	11,128.88		127,976.88
Apr		69,455.83	53,760.00	22,200.00	13,514.76		158,930.59
May							-
Jun							-
Jul							-
Aug							-
Sep							-
Oct							-
Nov							-
Dec							-
	-	237,143.48	93,688.00	170,547.00	46,611.05	-	547,989.53



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, April 25, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3042

DEPARTMENT: Auditor / Treasurer

TIME REQUESTED: 5 Minutes

PRESENTER: Austin Rohling

AGENDA ITEM:

Adoption of Northern Itasca Hospital District Line Corrections Resolution

BOARD ACTION REQUESTED:

Adopt the Resolution RE: Northern Itasca Hospital District Line Corrections.

BACKGROUND:

The OSS, County Auditor's office, GIS, and the Surveyor's office all worked together to resolve these errors, which will also correct the voting precinct in SVRS.

This action would supersede action taken by RBA-2023-2997 adopting Resolution 2023-17 which contained an error.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. NIHD_Redistricting Map-color
2. NIHD_Redistricting_BW
3. Minnesota Statute 204B.14 Election Precincts

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Terry Snyder
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 25, 2023

RESOLUTION 2023-21

RE: NORTHERN ITASCA HOSPITAL DISTRICT LINE CORRECTIONS

WHEREAS, Minnesota Statutes 204B.14 Elections Precincts establishes the procedure for a precinct boundary change, and

WHEREAS, Minnesota Statute section 204B.14 subd. 5 requires that the Municipal Clerk notify the County Auditor and secretary of state within 30 days of any boundary changes, and

WHEREAS, pursuant to this statute, the Municipal Clerk shall prepare a corrected precinct map and provide the corrected map to the County Auditor, who shall correct the precinct finder in the statewide voter registration system and make the corrected map and precinct finder available for public inspection, and to the Secretary of State, who shall update the precinct boundary database; and

WHEREAS, the County Auditor shall prepare and file precinct boundary maps for precincts in unorganized territories in the same manner as provided for precincts in municipalities.

NOW THEREFORE BE IT RESOLVED, the Itasca County Board of Commissioners hereby redistricts the Northern Itasca Hospital District Lines as follows:

That part of McLeod Precinct, currently in Township 60 North, Range 23 West, will be a part of Long Lake Precinct, and

That part of Long Lake Precinct, currently in Township 59 North, Range 23 West, will be a part of McLeod Precinct; and,

That part of McLeod Precinct, currently in Township 59 North, Range 24 West, will be a part of Long Lake Precinct.

BE IT FURTHER RESOLVED that the Municipal Clerk is directed to file the redistricting plan with the County Auditor and the Secretary of State by May 10, 2023.

BE IT FURTHER RESOLVED that the Elections Administrator is directed to issue PVC's to every registered voter in the described areas to notify them of their boundary and voting change.

BE IT FURTHER RESOLVED that the districts are, for illustrative purposes, identified on a map of the corrected hospital district area hereto and marked Exhibit A, which by reference is hereby made a part hereof.

BE IT FINALLY RESOLVED that this action supersedes Resolution 2023-17, which contained an error.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Terry Snyder
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 25th day of April A.D. 2023 and that the same is a true and correct copy of the whole thereof.

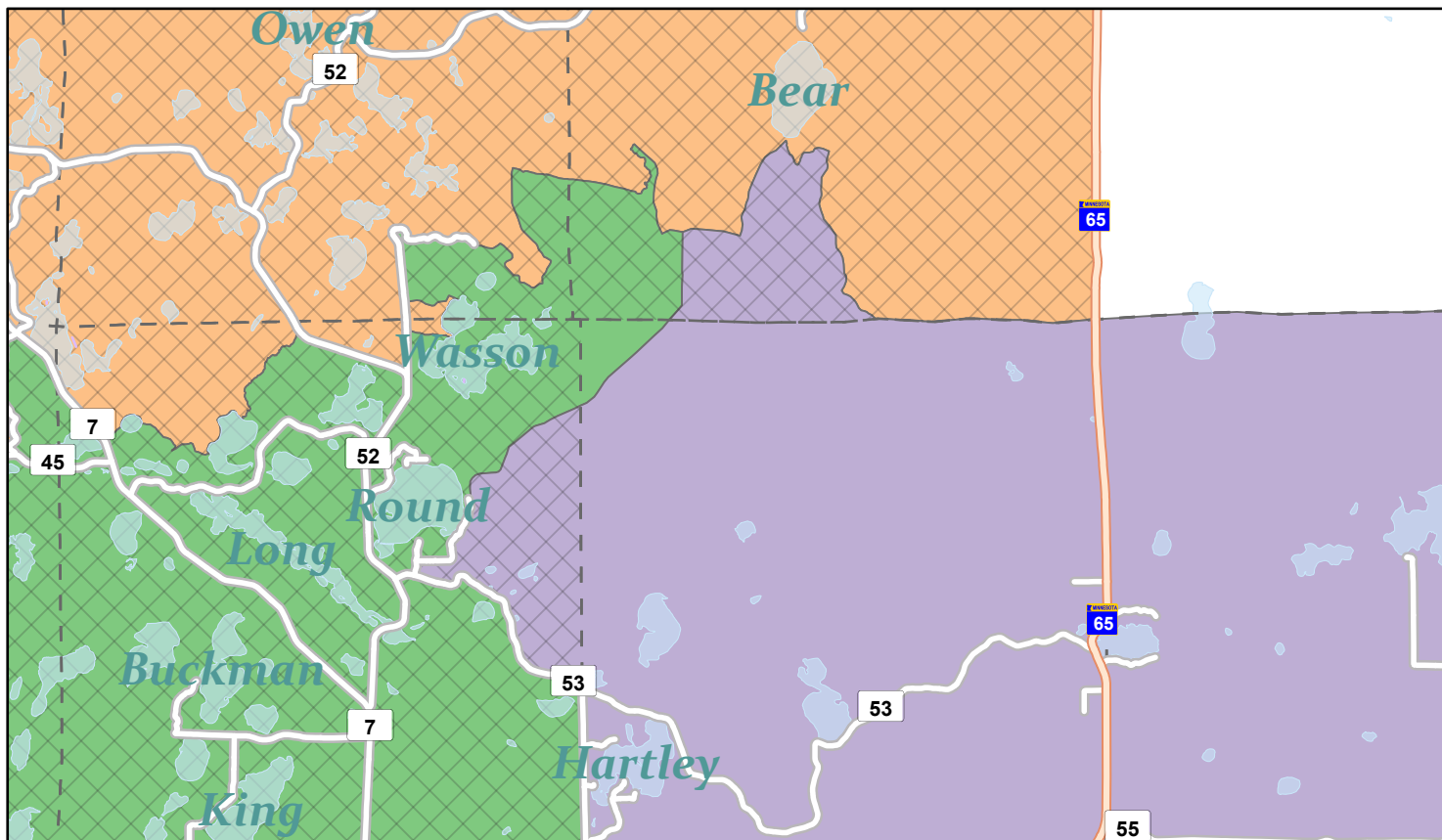
WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 25th day of April A.D. 2023.



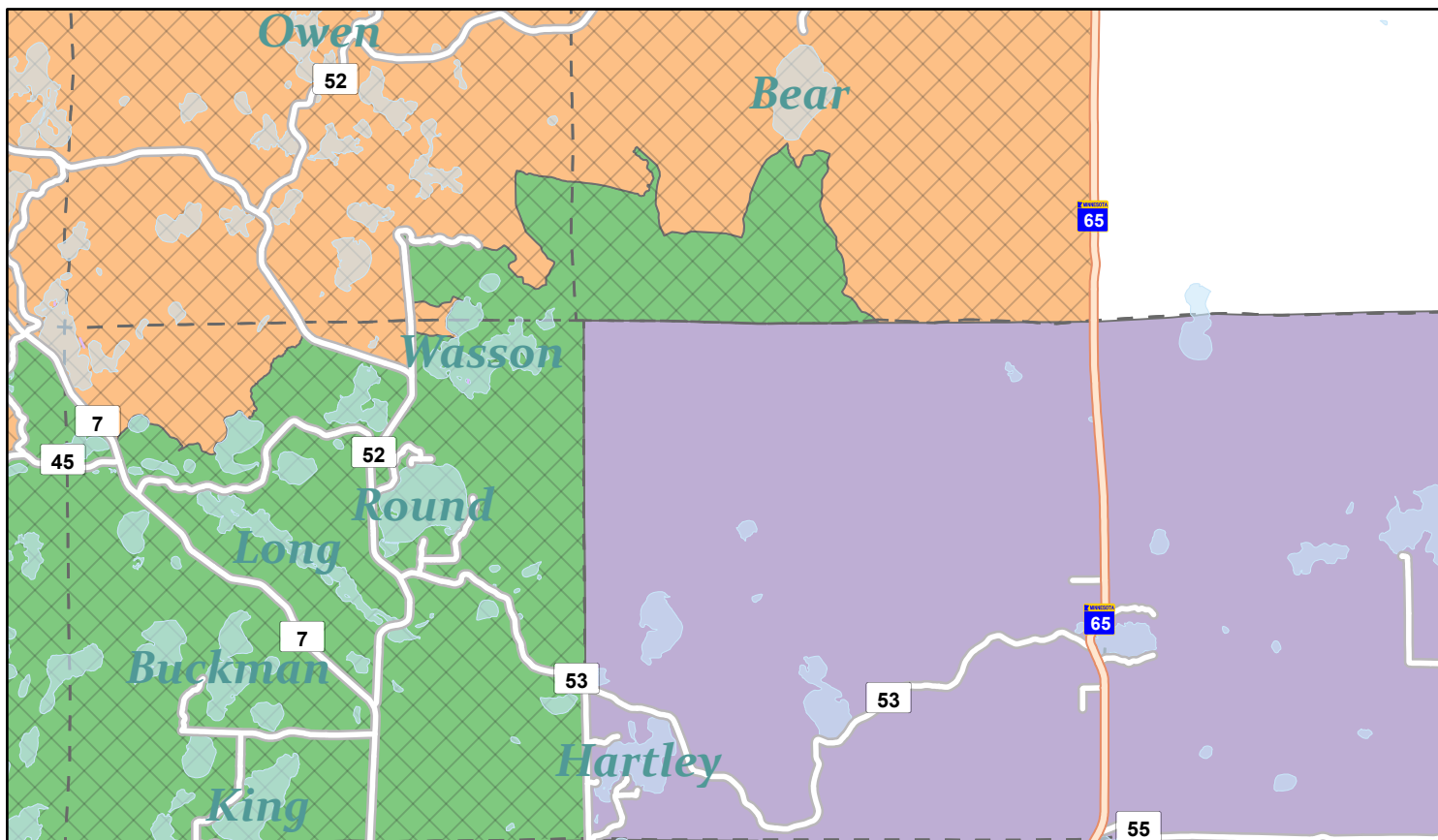
Administrator

Existing Precinct Boundaries

EXHIBIT A



Proposed Precinct Boundaries



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

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



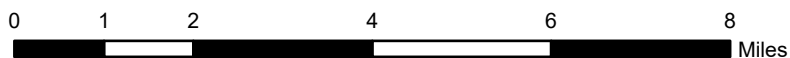
Precinct Boundaries

- Long Lake Prec
- McLeod Prec
- North Unorganized Prec

- Northern Itasca Hospital District
- Townships



Itasca Geographic Information System
"decision support through automation"

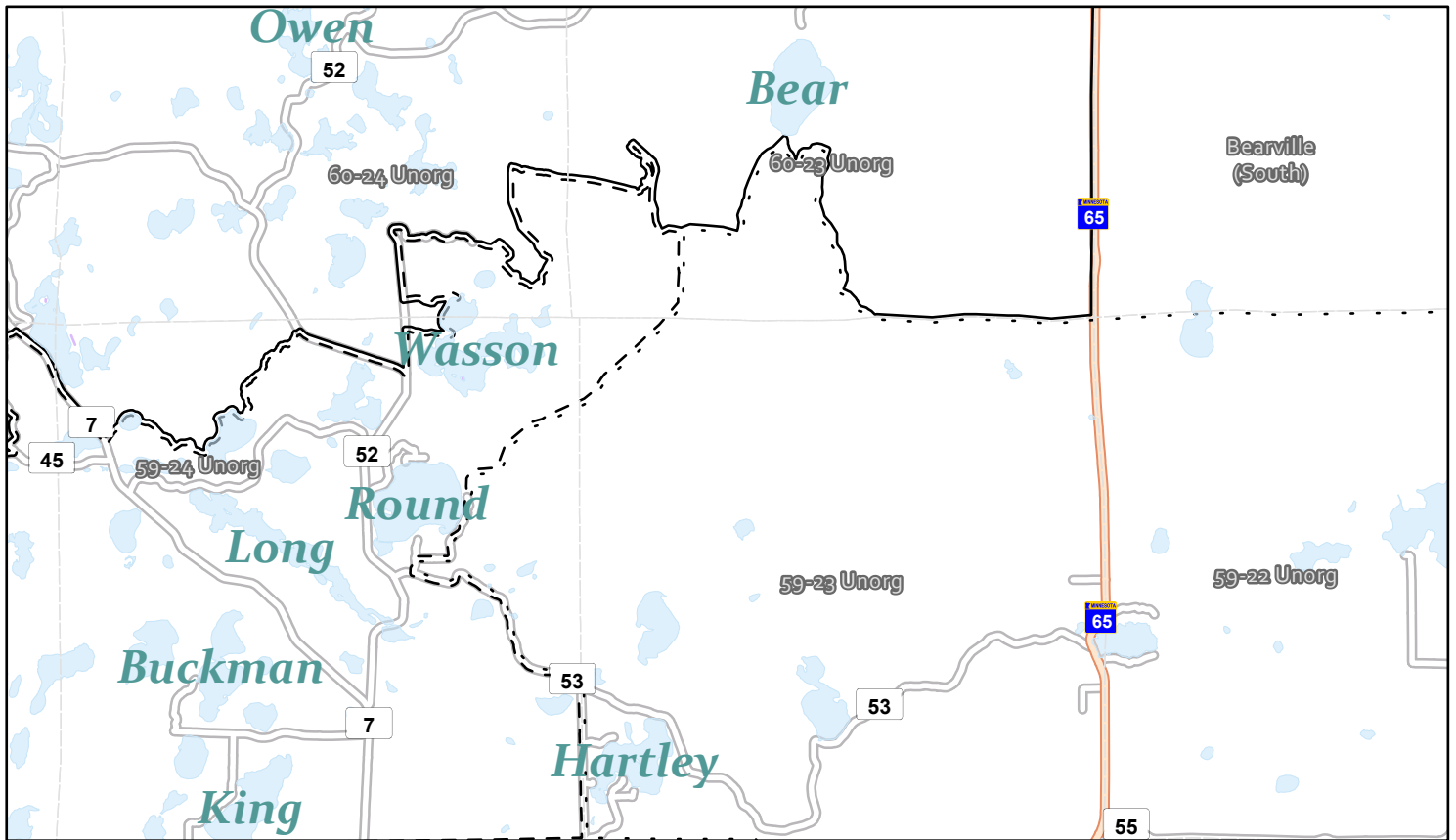


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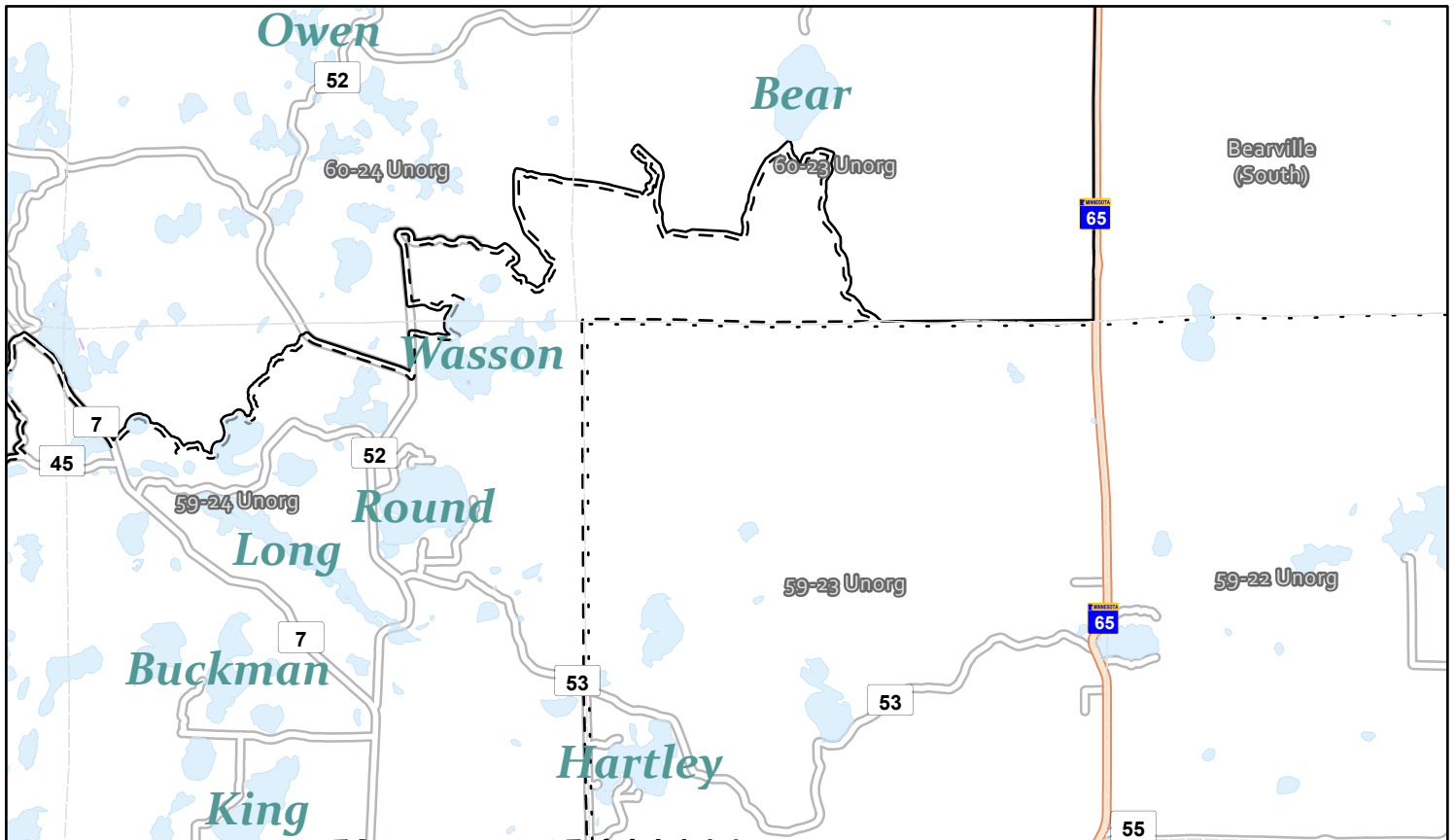
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Existing Precinct Boundaries

EXHIBIT A



Proposed Precinct Boundaries



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

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



Precinct Boundaries

Long Lake Prec

McLeod Prec

North Unorganized Prec

Townships

0 1 2 4 6 8 Miles



Itasca Geographic Information System
"decision support through automation"

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204B.14 ELECTION PRECINCTS.

Subdivision 1. **Boundaries.** The governing body of each municipality shall establish the boundaries of the election precincts in the municipality. The governing body of a county shall establish the boundaries of precincts in unorganized territory in the county. Except as provided in subdivision 3, a governing body may change the boundaries of any election precinct which it has established.

Subd. 1a. **Legislative policy.** It is the intention of the legislature to complete congressional and legislative redistricting activities in time to permit counties and municipalities to begin the process of reestablishing precinct boundaries as soon as possible after the adoption of the congressional and legislative redistricting plans but in no case later than 25 weeks before the state primary election in the year ending in two.

Subd. 2. **Separate precincts; combined polling place.** (a) The following shall constitute at least one election precinct:

- (1) each city ward; and
- (2) each town and each statutory city.

(b) A single, accessible, combined polling place may be established no later than November 1 if a presidential nomination primary is scheduled to occur in the following year or May 1 of any other year:

- (1) for any city of the third or fourth class, any town, or any city having territory in more than one county, in which all the voters of the city or town shall cast their ballots;
- (2) for contiguous precincts in the same municipality;
- (3) for up to four contiguous municipalities located entirely outside the metropolitan area, as defined by section 200.02, subdivision 24, that are contained in the same county; or
- (4) for noncontiguous precincts located in one or more counties.

Subject to the requirements of paragraph (c), a single, accessible, combined polling place may be established after May 1 of any year in the event of an emergency.

A copy of the ordinance or resolution establishing a combined polling place must be filed with the county auditor within 30 days after approval by the governing body. A polling place combined under clause (3) must be approved by the governing body of each participating municipality. A polling place combined under clause (4) must be approved by the governing body of each participating municipality and the secretary of state and may be located outside any of the noncontiguous precincts. A municipality withdrawing from participation in a combined polling place must do so by filing a resolution of withdrawal with the county auditor no later than October 1 if a presidential nomination primary is scheduled to occur in the following year or April 1 of any other year.

The secretary of state shall provide a separate polling place roster for each precinct served by the combined polling place, except that in a precinct that uses electronic rosters the secretary of state shall provide separate data files for each precinct. A single set of election judges may be appointed to serve at a combined polling place. The number of election judges required must be based on the total number of persons voting at the last similar election in all precincts to be voting at the combined polling place. Separate ballot boxes must be provided for the ballots from each precinct. The results of the election must be reported separately for each precinct served by the combined polling place, except in a polling place established under clause (2) where one of the precincts has fewer than ten registered voters, in which case the results of that precinct must be reported in the manner specified by the secretary of state.

(c) If a local elections official determines that an emergency situation preventing the safe, secure, and full operation of a polling place on election day has occurred or is imminent, the local elections official may combine two or more polling places for that election pursuant to this subdivision. To the extent possible, the polling places must be combined and the election conducted according to the requirements of paragraph (b), except that:

(1) polling places may be combined after May 1 and until the polls close on election day;

(2) any city or town, regardless of size or location, may establish a combined polling place under this paragraph;

(3) the governing body is not required to adopt an ordinance or resolution to establish the combined polling place;

(4) a polling place combined under paragraph (b), clause (3) or (4), must be approved by the local election official of each participating municipality;

(5) the local elections official must immediately notify the county auditor and the secretary of state of the combination, including the reason for the emergency combination and the location of the combined polling place. As soon as possible, the local elections official must also post a notice stating the reason for the combination and the location of the combined polling place. The notice must also be posted on the governing board's website, if one exists. The local elections official must also notify the election judges and request that local media outlets publicly announce the reason for the combination and the location of the combined polling place; and

(6) on election day, the local elections official must post a notice in large print in a conspicuous place at the polling place where the emergency occurred, if practical, stating the location of the combined polling place. The local election official must also post the notice, if practical, in a location visible by voters who vote from their motor vehicles as provided in section 204C.15, subdivision 2. If polling place hours are extended pursuant to section 204C.05, subdivision 2, paragraph (b), the posted notices required by this paragraph must include a statement that the polling place hours at the combined polling place will be extended until the specified time.

Subd. 3. Boundary changes; prohibitions; exception. (a) Notwithstanding other law or charter provisions to the contrary, during the period from January 1 in any year ending in zero to the time when the legislature has been redistricted in a year ending in one or two, no changes may be made in the boundaries of any election precinct except as provided in this subdivision.

(b) If a city annexes an unincorporated area located in the same county as the city and adjacent to the corporate boundary, the annexed area may be included in an election precinct immediately adjacent to it.

(c) A municipality or county may establish new election precincts lying entirely within the boundaries of any existing precinct and shall assign names to the new precincts which include the name of the former precinct.

(d) Precinct boundaries in a city of the first class electing council members by wards may be reestablished within four weeks of the adoption of ward boundaries in a year ending in one, as provided in section 204B.135, subdivision 1. If precinct boundaries are reestablished in a year ending in one, the city council must designate polling places for each election precinct pursuant to section 204B.16, subdivision 1, within 30 days of establishing precinct boundaries. The polling place designations are effective for the year ending in one.

(e) Precinct boundaries must be reestablished within 60 days of the time when the legislature has been redistricted, or at least 19 weeks before the state primary election in a year ending in two, whichever comes first. The governing body of each municipality and of each county with precincts in unorganized territory must designate polling places for each election precinct pursuant to section 204B.16, subdivision 1, within 30 days of establishing precinct boundaries or at least 19 weeks before the state primary election in a year ending in two, whichever comes first. The adoption of reestablished precinct boundaries and polling places becomes effective on the date of the state primary election in the year ending in two.

(f) Precincts must be arranged so that no precinct lies in more than one legislative or congressional district.

Subd. 4. **Boundary change procedure.** Any change in the boundary of an election precinct must be adopted at least ten weeks before the date of the next election and, for the state primary and general election or presidential nomination primary, no later than December 1 in the year prior to the year of the state general election. The precinct boundary change shall not take effect until notice of the change has been posted in the office of the municipal clerk or county auditor for at least 56 days.

The county auditor must publish a notice illustrating or describing the congressional, legislative, and county commissioner district boundaries in the county in one or more qualified newspapers in the county at least 14 days before the first day to file affidavits of candidacy for the state general election in the year ending in two.

Alternate dates for adopting changes in precinct boundaries, posting notices of boundary changes, and notifying voters affected by boundary changes pursuant to this subdivision, and procedures for coordinating precinct boundary changes with reestablishing local government election district boundaries may be established in the manner provided in the rules of the secretary of state.

Subd. 4a. **Municipal boundary adjustment procedure.** A change in the boundary of an election precinct that has occurred as a result of a municipal boundary adjustment made under chapter 414 that is effective more than 21 days before a regularly scheduled election takes effect at the scheduled election.

A change in the boundary of an election precinct that has occurred as a result of a municipal boundary adjustment made under chapter 414 that is effective less than 21 days before a regularly scheduled election takes effect the day after the scheduled election.

Subd. 5. **Precinct boundaries; description; maps.** If a precinct boundary has been changed or an annexation has occurred affecting a precinct boundary, the municipal clerk shall immediately notify the county auditor and secretary of state. The municipal clerk shall file a corrected base map with the secretary of state and county auditor within 30 days after the boundary change was made or, in the case of an annexation, the later of: (1) 30 days after the approval of the annexation order; or (2) the effective date of the annexation order. Upon request, the county auditor shall provide a base map and precinct finder to the municipal clerk. The municipal clerk shall prepare a corrected precinct map and provide the corrected map to the county auditor, who shall correct the precinct finder in the statewide voter registration system and make the corrected map and precinct finder available for public inspection, and to the secretary of state, who shall update the precinct boundary database. The county auditor shall prepare and file precinct boundary maps for precincts in unorganized territories in the same manner as provided for precincts in municipalities. For every election held in the municipality the election judges shall be furnished precinct maps as provided in section 201.061, subdivision 6. If a municipality changes the boundary of an election precinct, or if an annexation affecting a precinct boundary occurs, the county auditor shall notify each school district with territory affected by the boundary change at least 30 days before the effective date of the change.

Subd. 6. [Repealed, 2015 c 70 art 1 s 63]

Subd. 7. **Application to municipalities.** Notwithstanding the provisions of section 410.21, or any other law, ordinance or charter to the contrary, the provisions of subdivisions 1 and 3 apply to all municipalities.

Subd. 8. [Repealed, 1994 c 607 s 7]

History: 1981 c 29 art 4 s 14; 1Sp1981 c 4 art 4 s 43; 2Sp1981 c 2 s 2; 1983 c 289 s 115 subd 1; 1985 c 248 s 36; 1986 c 444; 1987 c 186 s 15; 1987 c 212 s 1-4; 1987 c 297 s 2; 1990 c 453 s 4; 1991 c 349 s 31-34; 1993 c 208 s 1,2; 1993 c 223 s 9; 1994 c 607 s 1-4; 1999 c 237 s 1; 2000 c 467 s 13-15; 2005 c 156 art 6 s 34; 2005 c 162 s 2; 2006 c 270 art 1 s 1; 2010 c 184 s 13,14; 2010 c 201 s 24; 2010 c 313 s 3,4; 2011 c 18 s 2,3; 2014 c 288 art 2 s 4; 2016 c 161 art 1 s 5; art 3 s 1; 2016 c 162 s 4,5; 1Sp2021 c 12 art 4 s 7



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, April 25, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2849

DEPARTMENT: Health & Human Services

TIME REQUESTED: 5 Minutes

PRESENTER: Sarah Anderson

AGENDA ITEM:

County Based Purchasing (IMCare) Division Update/Presentation

BOARD ACTION REQUESTED:

Receive County Based Purchasing (IMCare) Division Update/Presentation.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. 2022 Compliance Program Report

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 25, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3049

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Kelly Chandler

AGENDA ITEM:

Approve Contract Extension for Administrative Coordinator

BOARD ACTION REQUESTED:

Approve a one-year contract extension for Administrative Coordinator.

BACKGROUND:

Public health received a workforce development grant to address needs identified during the pandemic. Public health, via Express Employment, hired a contracted staff to move home and community-based files onto a digital platform and implement them with public health staff. The work is in process and has taken longer than anticipated.

Public health has since received an infrastructure grant via the MN Dept of Health and we would like to extend the contract currently in place to continue the work that is yet to be completed. Contract extension is for 1 year.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Admin Coordinator Agreement 2023-2024

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 HEALTH & HUMAN SERVICES
Itasca County Public Health
1209 SE 2nd Avenue
Grand Rapids, MN 55744**

PURCHASE OF SERVICE AGREEMENT

The ITASCA COUNTY HEALTH AND HUMAN SERVICES/ITASCA COUNTY PUBLIC HEALTH (ICPH), 1209 SE 2nd Avenue, Grand Rapids, MN 55744, hereafter referred to as the “Agency”, and Kelly Jo Fisk, hereafter referred to as the “Contractor”, enter into this Agreement for the period from 04-24-2023 THROUGH 03-31-2024. Contractor will be hired per current Itasca County agreement with Express Employment, hereafter referred to as “Employment Agency.”

WITNESSETH

WHEREAS, the Contractor is a vendor certified by the Agency, Itasca Health & Human Services/Itasca Public Health, to provide coordination and implementation of digital records management system for long term services and supports programs within Itasca County Public Health Department. This position will involve transfer of paper files to digital, organization of incoming documents to digital platform, and assist with staff training and utilization of digital platform.

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

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

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

I. CONTRACT GENERAL

A. Contractor's Duties:

1. Description of services is attached to this Agreement as Exhibit “A” and/or the Delegation Agreement.
2. The Contractor and/or employment agency shall provide proof of liability insurance.
3. (When applicable) The Contractor shall provide proof of license (photocopy for verification).

4. The Contractor shall, in writing within 30 days, notify the Agency whenever s/he is unable to or going to be unable to, provide the required quality or quantity of Purchased Services. Upon such notifications, Agency shall determine whether such inability will require modification or cancellation of said contract.
- B. Delivery of Purchased Services:
1. Purchased Services will be provided only to Itasca County Public Health.
- C. Safeguard of Client and Provider Information:
1. The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in Laws of Minnesota, Chapter 13, and 42 CFR Parts 160 and 164 (HIPAA Privacy and Security) or for any purpose not directly connected with the Agency's or Contractor's responsibility with respect to the Purchased Services hereunder is prohibited. The collection, use, maintenance, and dissemination of data on clients shall be in accordance with the laws of Minnesota and the United States applicable to the data. Any persons employed by the Contractor will assure compliance with Minnesota Statute Section 13.46, Subd. 5, 42 CFR Parts 160 and 164, and adhere to the following:
 - a. The parties hereto recognize that data collected, used, exchanged, and disseminated for the administration and management of activities and programs authorized by this Agreement may be classified by State or Federal Law as private or confidential. The Parties agree that such data will be collected, used, exchanged, and disseminated consistent with the requirements of Law applicable to that data, including the Minnesota Data Practices Act, Minn. Stat. & 13.01 et seq., as amended, and the Rules of the Commissioner of Administration promulgated hereunder, MN Rules 1205.0100 et seq. as amended, and 42 CFR Parts 160 and 164, including responsibilities of Business Associates, as amended. To the extent necessary for the administration and management of activities and programs herein provided and as otherwise specifically authorized by law, private and confidential data may be exchanged and disseminated between the respective parties, including their legal representatives.
 2. The Agency and Contractor shall ensure a mutual exchange of information between Agency and Contractor.
- D. Safeguard of Itasca County Public Health Program Information:
1. The Contractor agrees that any information obtained regarding the ICPH Program in total including administration will be held confidential and

released only as may be required by law, or to Itasca County Health and Human Services and others as approved by ICPH.

- E. Equal Employment Opportunity and Civil Rights and Nondiscrimination:
 - 1. (When applicable) the Contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000e); including Executive Order No. 11246, and Title VI (42 USC 2000d); and the Rehabilitation Act of 1973, as amended by Section 504;
 - 2. (When applicable) Contractor certifies that s/he has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363.073 (1982). This section shall not apply if the grant is for less than \$50,000, and the Contractor has employed 20 or less full-time employees during the previous 12 months.
- F. Fair Hearing and Grievance Procedures:
 - 1. The Agency agrees to provide for a Fair Hearing and Grievance Procedure in conformation with Minnesota Statutes, Section 256.045, and in conjunction with the Fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services.
- G. Conditions of the Parties' Obligations:
 - 1. It is understood and agreed that in the event the reimbursement to the Agency from State and Federal sources is not obtained and continued at a level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations of each party hereunder shall thereupon be terminated.
 - 2. This Agreement may be canceled by either party at any time, with or without cause, upon 30-day notice, in writing, delivered by mail or in person.
 - 3. Before the termination date specified in Section 1 of this Agreement the Agency may evaluate the performance of the Contractor regarding terms of this Agreement to determine whether such performance merits renewal of this Agreement.
 - 4. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this Agreement.
 - 5. No claim for services furnished by the Contractor, not specifically provided in the Agreement, will be allowed by the Agency, nor shall the Contractor do any work or furnish any material not covered by this Agreement, unless this is approved in writing by the Agency. Such approval shall be a modification of the Agreement.

H. Subcontracting:

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

I. Contractor Interested in Agreement:

1. No county official, or deputy or clerk or employee of such official shall be directly or indirectly interested in any agreement, contract, work, labor, or business to which the County is a party or in which it is or may be interested or in the furnishing of any article to, or the purchase or sale of any property, real or personal, by the County, or of which the consideration, price, or expense is payable from the County treasury. Any violation of the provisions of Minnesota Statutes, Section 382.18, shall be a gross misdemeanor.
2. Contractor is an independent Contractor for purposes of all laws, including but not limited to Minn. Stat. 176 (Worker's Compensation Laws), Minn. Stat. 177.43 (Fair Labor Standards Act) and Minn. Stat. 268 (Unemployment Compensation Laws). Contractor agrees that it/I am an independent Contractor and not a "public employee" as the latter is defined in Minn. Stat. 179A (Public Employment Labor Relations Act). No tenure or any rights or benefits including worker's compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to county employees shall accrue to the Contractor or employees of the Contractor performing services under this Agreement.

J. Assurance of Compliance with Federal and State Requirements.

1. Contractor assures that s/he will comply in every respect with all applicable Federal and State laws pertaining to human rights.
2. In accordance with the above, Contractor hereby agrees to comply with all applicable Federal and State laws, rules, and regulations relating to non-discrimination and affirmative action.
3. Contractor assures that s/he will comply in every aspect with the Health Insurance Portability & Accountability Act (HIPAA), 42 CFR Parts 160 and 164.

K. Miscellaneous:

1. Entire Agreement: It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect

between the Contractor and any county social services agency relating to the subject matter hereof.

2. The Contractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary and, as a third-party beneficiary, is an affected party under this Agreement.

II. Contract Specific

A. General Provisions

1. ICPH maintains ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of its contract with the State of Minnesota.
2. The contractor agrees to comply with all applicable Medicare and Medicaid laws, regulations, including sub regulatory guidance and contract provisions.
3. The contractor agrees to a performance evaluation of delegated activities through a formal review process at least annually.
4. The contractor agrees to the revocation of delegation or imposition of other sanctions if performance is inadequate.

B. Program Integrity Disclosures

The Contractor agrees to:

1. Notify ICPH (after initial contracting) within five days of the date any agent, person with an Ownership or Control Interest, or Managing Employee who has been convicted of a criminal offense related to the involvement in any program established under Medicare, Medicaid, the Title XX services program, or that have been excluded from participation under §§ 1128 or 1128A of the SSA.

C. Contractor's Duties

1. The Agency agrees to purchase, and the Contractor agrees to furnish the services described in Exhibit A and according to the job description and instruction by ICPH supervisors and Division Manager.

D. Monitoring and Evaluation:

1. Performance of the Contractor will be monitored in accordance with outcomes.

E. Payment for Purchased Services:

1. The Employment Agency shall, within 30 days of the end of each month make payment to the Contractor per agreed contract rates of **\$20 per hour up to 40 hours per week not to exceed \$42,000 for salary and \$14,000 for employment agency contract over the course of the grant period.**

Contractor will invoice hours worked and description of services every week by Friday to employment agency who will forward to ICPH for signature.

F. Recording Requirements or Accountability:

1. The Contractor agrees to maintain records and these records belong to the Agency.

G. Audit and Record Disclosures:

1. The Contractor Shall:

- a. Allow ICPH access to all information and data relevant to this contract, and allow release of the information and data to the State.
- e. Provide CMS, the HHS Inspector General, the Comptroller General, or their designee, and the State with the right to inspect, evaluate, and audit any premises, physical facilities, equipment, pertinent books, financial records, documents, papers, and records involving financial transactions related to this Contract. .
- f. Agree that the State and CMS's right to inspect, evaluate and audit shall extend through 10 years from the date of the final settlement for the Contract Year pursuant to 42 CFR § 438.3(u).

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

1. Bonding: The Contractor shall obtain and maintain at all times, during the term of this Agreement, a fidelity bond covering the activity of its personnel authorized to receive or distribute monies. Such bond shall be in the amount of \$ NA .
2. Indemnity: The Contractor agrees that it will at all times indemnify and hold harmless the Agency from any and all liability, loss, damages, costs or expenses which may be claimed against the Agency or Contractor;
 - a. By reason of any service client's suffering personal injury, death, or property loss or damages either while participating in or receiving from the Contractor the care and services to be furnished by the Contractor under this Agreement, or while on premises owned, leased or operated by the Contractor, or while being transported to or from said premises in any vehicle owned, operated, chartered or otherwise contracted for by the Contractor or his assigns; or
 - b. By reason of any service client's causing injury to another person, or damage to the property of another person during any time when the Contractor or his assigns or employee thereof has undertaken or is furnishing the care and service called for under this Agreement.

3. Insurance: Employment agency to procure and maintain professional liability insurance consistent with amount determined by Itasca County. Contractors shall provide a certificate of such insurance to ICPH, which documents the following minimum coverage amounts:
 - a. \$1,500,000 when the claim is one for death by wrongful act or omission and \$1,500,000 to any claimant in any other case; and
 - b. \$3,000,000 aggregate for any number of claims arising out of a single occurrence for the protection of the County of Itasca.
4. The Employment Agency certifies that s/he is in compliance with the workers' compensation insurance requirements of Minnesota Statutes, Section 176.181, and subdivision 2.

BY _____
Kelly Chandler, Division Manager
Itasca County Public Health

DATED _____

BY _____
Chairperson,
Itasca County Board

DATED _____

BY _____
Kelly Jo Fisk

DATED _____

By _____
Express Employment Agency

Dated _____

Exhibit A
Itasca County Public Health

Contractor will:

Coordinate and implement a digital records management system for long term services and supports programs within Itasca County Public Health Department. This position will involve transfer of paper files to digital, organization of incoming documents to digital platform, and assist with staff training and utilization of digital platform.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, April 25, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3027

DEPARTMENT: Sheriff
PRESENTER: Joe Dasovich

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
National Police Week & Peace Officers Memorial Day 2023

BOARD ACTION REQUESTED:

Adopt the Resolution Re: National Police Week, which recognizes May 15 - 21, 2023 as National Police Week & Peace Officers Memorial Day in Itasca County.

BACKGROUND:

Peace Officers Memorial Day and **Police Week** is an observance in the United States that pays tribute to the local, state, and federal peace officers who have died, or who have been disabled, in the line of duty. Peace Officers Memorial day is celebrated May 15th of each year and the week in which it falls as Police Week.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, April 25, 2023

RESOLUTION 2023-22

RE: NATIONAL POLICE WEEK

WHEREAS, the Congress and the President of the United States of America have designated May 15 as Peace Officers Memorial Day, and the week in which May 15 falls as National Police Week and,

WHEREAS, the members of the Itasca County Sheriff's Office, along with all law enforcement in Itasca County, play an essential role in safeguarding the rights and freedoms of the citizens of Itasca County and,

WHEREAS, law enforcement officers are guardians of life and property, defenders of the individual right to be free men, warriors in the war of crime, dedicated to the preservation of life, liberty, and the pursuit of happiness and,

WHEREAS, the men and women of the Itasca County Sheriff's Office, along with other law enforcement officers in Itasca County, unceasingly provide a vital public service and,

WHEREAS, the County of Itasca desires to honor the valor, service, and dedication of its own law enforcement officers and,

WHEREAS, LEOKA statistics show that every two days in America, a law enforcement officer will be killed in the line of duty somewhere in the United States, and eighty-nine officers will be seriously assaulted in the performance of their duties. The community joins with other counties, cities, and towns to honor all peace officers everywhere and,

WE, THEREFORE, PROCLAIM the week of May 15 through May 21 to be Police Week and call upon all our citizens--as well as our patriotic, civic, and educational organizations--to honor, commemorate, and show appreciation for our law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered dedicated services to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens; and

WE, THEREFORE, CALL upon all citizens of Itasca County to observe the 15th of May 2023, as Peace Officers Memorial Day, in honor of those law enforcement officers who, through their courageous deeds, made the ultimate sacrifice and service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

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

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 25th 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 25th day of April A.D. 2023.

A handwritten signature in black ink, appearing to read "Brett Skyles", written over a horizontal line.

Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, April 25, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3028

DEPARTMENT: Sheriff
PRESENTER: Joe Dasovich

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
National Correctional Officers Week 2023

BOARD ACTION REQUESTED:
Adopt the Resolution Re: Proclaiming the Week of May 7 – May 13, 2023 as National Correctional Officers Week.

BACKGROUND:
May 7-13, 2023 is National Correctional Officer's Week and a time to officially recognize Corrections Officers for their bravery, service and sacrifice. Corrections Officers face incredibly challenging and dangerous working conditions every single day. Corrections Officers work long hours away from home due to chronic short staffing and pandemics, which make their jobs even more difficult, but they do it to keep our communities and our families safe.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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 25, 2023

RESOLUTION 2023-23

RE: PROCLAIMING THE WEEK OF MAY 07 - MAY 13, 2023 AS NATIONAL CORRECTIONAL OFFICERS WEEK

WHEREAS, one week each May, is officially designated as Correctional Officers Week, established by President Ronald Reagan on May 5th, 1984. This year, Correctional Officers Week is May 07-13, 2023, and,

WHEREAS, the Itasca County Sheriff's Office supports the proposition that the men and women who perform the difficult task of supervising the County's inmates deserve this recognition and,

WHEREAS, the Itasca County Sheriff's Office recognizes that detention staff are professionals, equal in status and importance to other professionals and effective at the administration of justice.

NOW THEREFORE BE IT RESOLVED, that we, the Itasca County Board of Commissioners, do hereby proclaim the week of May 07-13, 2023, as Correctional Officers' Week in Itasca County, in honor of the dedicated professionals who supervise the County's inmate population:

CO Troy Anderson	CO Dylan Maki	CO Darlene Troumbly
CO Adam Bodin	CO Nathan O'Brien	CMHP Tabbatha Litchke Herdman
CO Lisa Evans	CO Marnie Olson	Sgt. David Frechette
CO Rob Geving	CO Adam Rabey	Sgt. Chad Latvala
CO David Hill	CO Matthew Reasoner	Sgt. Erin Nelson
CO Todd Janecke	CO Donald Roberts	Sgt. Dustin Ross
CO Darin Johnson	CO Amy Slettom	Lt. Shawn Racine
CO Christopher Kebart	CO Garrett Smith	Capt. Lucas Thompson
CO Cary Kuck	CO Jenna Soltis	

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

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 25th 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 25th day of April A.D. 2023.

Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, April 25, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3053

DEPARTMENT: Administrative Services

TIME REQUESTED: 15 Minutes

PRESENTER: Chair

AGENDA ITEM:

Department Work Study

BOARD ACTION REQUESTED:

Discuss departmental work study reports.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

04/25/2023

RESULT:	RECOMMENDED FOR REGULAR	NEXT: 05/23/2023 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 25, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3060

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: Chair

AGENDA ITEM:

The Three Old Guys Day Proclamation

BOARD ACTION REQUESTED:

Adopt the Proclamation Re: The Three Old Guys Day, which proclaims Saturday, April 29, 2023 as The Three Old Guys Day in Itasca County.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. The Three Old Guys Proclamation
2. The Three Old Guys Proclamation SIGNED

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



The Three Old Guys Day Proclamation

WHEREAS, on March 6, 2023 three friends – Paul Dick of Grand Rapids, MN (72); Rex Hibbert of Soda Springs, ID (70); and Rob Hallstrom of Park Rapids, MN (65) – embarked on a journey from Grand Rapids, MN to Fairbanks, AK by way of snowmobile; and

WHEREAS, this trek of 5,000 plus miles would be a daring and demanding challenge for anybody, let alone these three who have been dubbed “The 3 Old Guys”; and

WHEREAS, the 3 Old Guys accomplished their mission on April 12, 2023 after 38 days.

NOW, THEREFORE, we, the Itasca County Board of Commissioners, proclaim Saturday, April 29, 2023 as The Three Old Guys day in Itasca County in recognition of their determination and success.

Signed: _____

Burl Ives, Chair
Itasca County Board of Commissioners

Date: _____



The Three Old Guys Day Proclamation

WHEREAS, on March 6, 2023 three friends – Paul Dick of Grand Rapids, MN (72); Rex Hibbert of Soda Springs, ID (70); and Rob Hallstrom of Park Rapids, MN (65) – embarked on a journey from Grand Rapids, MN to Fairbanks, AK by way of snowmobile; and

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NOW, THEREFORE, we, the Itasca County Board of Commissioners, proclaim Saturday, April 29, 2023 as The Three Old Guys day in Itasca County in recognition of their determination and success.

Signed: _____

Burl Ives, Chair
Itasca County Board of Commissioners

Date: 04/25/2023