



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, February 6, 2024

2:30 PM

Itasca County Boardroom

FINAL

WORK SESSION MINUTES

I. CALL TO ORDER

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

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

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

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

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

IV. MINUTES APPROVAL

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

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

V. RECOMMENDED FOR CONSENT AGENDA

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

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

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

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

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

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

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

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

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

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

6. Reallocation of Records Lieutenant to Records Deputy 2

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

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

7. Appointment and Employment Agreement for Chief Deputy Sheriff

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

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

8. Assistant County Attorney Salary Discussion

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

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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VII. COMMITTEE REPORTS

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

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

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

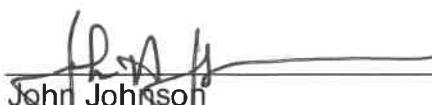
VIII. ADMINISTRATOR UPDATE

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

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

Chair Johnson adjourned the meeting at 3:11 PM.

ATTEST


John Johnson
Chair of the County Board


Brett Skyles
Clerk of the County Board



February 6, 2024

Chair:

PULL:

1. Item 6.5 Addendum to Canister Site Operation Contract (moved to next week)
2. Item 6.3 Resolution in Favor of Minnesota Taking Action On a Timberwolf Hunting and Trapping Season (moved to next week)

ADDITIONS: None

CHANGES: None

INFORMATIONAL: None



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123 NE 4th Street
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(218) 327-2847

Tuesday, January 23, 2024

2:30 PM

Itasca County Boardroom

DRAFT

REGULAR SESSION MINUTES

I. CALL TO ORDER

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

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

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Approve the agenda, as presented.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, January 16, 2024 County Board Work Session.

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

V. CONSENT AGENDA

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

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

1. Approve final payment for Contract 66010, four road construction projects on CSAH 7, CSAH 60, & Shamrock Drive (City of Taconite), and authorize the County Board Chairperson and Clerk to the County Board to sign the necessary documents.
2. Adopt the Resolution Re: Sponsorship of a Safe Routes to School Grant Application which indicates that Itasca County agrees to act as the sponsor/fiscal agent for an application for funding from the Safe Routes to School Grant Program, as requested by the City of Cohasset for the 3rd Street sidewalk connection.

3. Adopt the Resolution Re: Sponsorship of a Safe Routes to School Grant Application which indicates that Itasca County agrees to act as the sponsor/fiscal agent for an application for funding from the Safe Routes to School Grant Program, as requested by the City of Cohasset for the Forest History Center Trail connection.
4. Accept attached land classification list and reschedule the 2024 Land Classification Meeting for Tuesday, April 2, 2024 at 10:00 am in the County Board Room.
5. Adopt the Resolution Re: Greenway Snowmobile Club Federal Recreational Trail Program Grant Application and authorize necessary signatures.

VI. REGULAR AGENDA

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

Congratulations to Harry Johnson who promoted from Custodian, to Lead Custodian in the Administrative Services Department, effective January 8, 2024.

Congratulations to Kenneth Lipsy who promoted from Custodian, to Facilities Worker I in the Administrative Services Department, effective January 8, 2024.

Farewell to Kristina Schumacher whose last day as Public Health Nurse, with the Health & Human Services Department will be February 2, 2024, after 1+ years of service.

Farewell to Becky Carlson whose last day as Eligibility Investigator, with the Health & Human Services Department will be January 19, 2024, after 17+ years of service.

Welcome to new employee, Gary O'Brien, Road Deputy with the Sheriff Department, effective January 29, 2024.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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3. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of January 26, 2024, in the amount of \$2,100,841.97.

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

4. Employee Expense Report Approval

Motion To: Approve employee expense reimbursement for expenses submitted over 60 days from when they were incurred.

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

5. ICHHS Warrants

Motion To: Approve the Itasca County Health and Human Services (ICHHS) Department Warrants for January 2024, in the amount of \$1,196,837.70.

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

6. Additional Appointments or Changes to Committees/Commissions/Boards

Motion To: Approve an exchange of appointments to designate Commissioner Burl Ives as the county's delegate on the AMC District II Public Safety Policy Committee and Commissioner John Johnson as the county's delegate on the AMC District II Health & Human Services Policy Committee, retaining appointment expirations of December 31, 2024 and December 31, 2026, respectively; appoint Environmental Services Director Katie Benes to the Bigfork Airport Joint Zoning Board fulfilling an unexpired vacancy effective January 23, 2024 through December 31, 2024; approve an exchange of appointments on the Grand Rapids/Itasca County Cooperating Committee to designate Commissioner Burl Ives as delegate and Commissioner John Johnson as alternate, retaining appointment expirations of December 31, 2024 and December 31, 2026, respectively; and appoint Commissioner Snyder as alternate to the Laurentian RC&D Council for a one-year term effective January 23, 2024 through December 31, 2024.

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

7. Service Contract – Itasca Economic Development Corporation

Motion To: Approve a Service Contract between Itasca County Administration and Itasca Economic Development Corporation (IEDC) for provision of consultant services in the amount of \$80,000, and authorize necessary signatures.

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

8. Service Contract – Itasca County Administration and Community and Economic Development Associates

Motion To: Approve a Service Contract between Itasca County Administration and Community and Economic Development Associates (CEDA) for provision of consultant services in the amount of \$104,003, and authorize necessary signatures.

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

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

Health Plan Division Manager Sarah Anderson provided a County Based Purchasing (IMCare) Division Update, including information regarding the IMCare 2023 Q3 Compliance Program Report.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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10. Maintenance Update 2023 End of Year – Brushing & Fuel Use

Highway Maintenance Director Kory Johnson provided a Maintenance Update, including information regarding brushing and fuel use information for End of Year 2023.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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VII. COMMISSIONER COMMENTS

Commissioner Ives provided comment regarding the ongoing snowmobile club trail liability issue, as well as his attendance at the recent Legislative Luncheon.

Commissioner Smith provided comment regarding a recent meeting with Itasca Soil & Water Conservation District (SWCD), as well as ongoing concerns regarding ice safety.

Commissioner Venema provided comment regarding a recent ambulance service meeting.

Commissioner Johnson provided comment regarding his attendance at the recent Legislative Luncheon, Short-Term Rental Stakeholders meeting, Arrowhead Counties Association (ACA), and Arrowhead Regional Development Corporation (ARDC), as well a meeting with Kootasca Re: Housing, continued efforts to streamline the data request procedure, and consideration of a potential external audit of Human Resources practices and procedures.

VIII. CLOSED SESSIONS**IX. ADJOURN**

Chair Johnson adjourned the meeting at 3:09 PM.

ATTEST

John Johnson
Chair of the County Board

Brett Skyles
Clerk of the County Board



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 6, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3452

DEPARTMENT: Administrative Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Grant Acceptance

BOARD ACTION REQUESTED:

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

BACKGROUND:

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

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

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

02/06/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 02/13/2024 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 6, 2024

RESOLUTION

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

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

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

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

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

RECITALS

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

AGREEMENT TERMS

1 Term of Agreement, Survival of Terms, and Incorporation of Exhibits

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

2 Grantee's Duties

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

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

3 Time

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

4 Cost and Payment

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

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

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

4.2 Blank.

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

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

4.5 Payment

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

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

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

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

receipt of such invoice.

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

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

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

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

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

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

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

5 Conditions of Payment

All services provided by Grantee under this agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law. In addition, Grantee will not receive payment for Airport's failure to pass periodic inspections by a representative of the State's Office of Aeronautics.

6 Authorized Representatives

6.1 The State's Authorized Representative is:

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

6.2 Blank.

6.3 Grantee's Authorized Representative is:

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

7 Assignment Amendments, Waiver, and Grant Agreement Complete

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

7.2 Amendments. Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors

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

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

8 **Liability**

In the performance of this agreement, and to the extent permitted by law, Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this agreement by Grantee or Grantee's agents or employees. This clause will not be construed to bar any legal remedies Grantee may have for the State's failure to fulfill its obligations under this agreement.

9 **State Audits**

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this grant agreement or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

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

10.1 **Government Data Practices.** Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either Grantee or the State. If Grantee receives a request to release the data referred to in this section 10.1, Grantee must immediately notify the State. The State will give Grantee instructions concerning the release of the data to the requesting party before the data is released. Grantee's response to the request shall comply with applicable law.

10.2 **Intellectual Property Rights.**

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

10.2.2 **Obligations**

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

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

11 Workers Compensation

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

12 Publicity and Endorsement

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

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

13 Governing Law, Jurisdiction, and Venue

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

14 Termination; Suspension

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

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

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

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

14.3.2 If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

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

15 Data Disclosure

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

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

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

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

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

determined by State.

20 Additional Provisions

[Intentionally left blank.]

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

STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

SWIFT Contract/PO No(s). _____

GRANTEE

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____
(with delegated authority)

Title: _____

Date: _____

**DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT**

By: _____

Date: _____

Airport Name _____

State Project No. _____

Federal Project No. _____

Mn/DOT Agreement No. _____

CREDIT APPLICATION

TO THE DIRECTOR, OFFICE OF AERONAUTICS:

Itemized statement of cash expenditures for which credit is claimed:

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

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

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

NOTE: PLEASE SEPARATE ENGINEERING COSTS FROM OTHER COSTS.

Municipality _____

By _____

Title _____

*FOR ALL ITEMS INCLUDED IN THIS AGREEMENT

(Complete Form On Reverse Side)

STATE OF _____

COUNTY OF _____

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

Signature

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

NOTARY PUBLIC

My Commission Expires:_____



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 6, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3445

DEPARTMENT: Assessor
PRESENTER: Amber Peratalo

TIME REQUESTED: < 5 Minutes

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

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

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

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

02/06/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 02/13/2024 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 6, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3437

DEPARTMENT: Transportation
PRESENTER: Ryan Sutherland

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:

Reduction in Retainage - Contract 60732 CSAH 7 Bituminous Paving

BOARD ACTION REQUESTED:

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

BACKGROUND:

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

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

02/06/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 02/13/2024 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 6, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3446

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Sara Thompson

AGENDA ITEM:

Itasca Driftskippers Snowmobile Club F RTP Equipment Grant

BOARD ACTION REQUESTED:

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

BACKGROUND:

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

COUNTY ATTORNEY REVIEW: No

SUPPORTING DOCUMENTATION: None

02/06/2024

RESULT:	RECOMMENDED FOR REGULAR	NEXT: 02/13/2024 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 6, 2024

RESOLUTION

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

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

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

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

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

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

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

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 6, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3443

DEPARTMENT: Sheriff
PRESENTER: Joe Dasovich

TIME REQUESTED: 5 Minutes

AGENDA ITEM:

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

BOARD ACTION REQUESTED:

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

BACKGROUND:

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

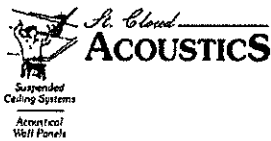
COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Proposal - St Cloud Acoustics, Inc

02/06/2024

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

Page 1 of 1

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

No. **024026**

Date 1/18/2024

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

We hereby submit specifications and estimates for:

Section: Acoustical Treatment

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

30,815.00

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

THIRTY THOUSAND EIGHT HUNDRED FIFTEEN DOLLARS

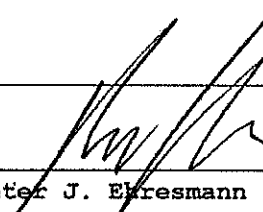
dollars (\$ 30,815.00)

Payment to be made as follows:

Terms and Conditions:

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

Authorized
Signature


Peter J. Ekresmann

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

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

Date of Acceptance: _____

Signature: _____

Signature: _____



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 6, 2024

REQUEST FOR BOARD ACTION: RBA-2024-71

DEPARTMENT: Administrative Services

TIME REQUESTED: 10 Minutes

PRESENTER: Chair

AGENDA ITEM:

Citizen Input

BOARD ACTION REQUESTED:

Receive Citizen Input

BACKGROUND:

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

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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

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

Tuesday, February 6, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3451

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

NE MN Home Consortium Advisory Committee Guideline Update

BOARD ACTION REQUESTED:

Review Request from the NE MN Home Consortium Advisory Committee.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

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

02/06/2024

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

Economic and Community Development Department
www.stlouiscountymn.gov

TO: Brett Skyles, Itasca County Administrator

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

DATE: December 15, 2023

RE: Northeast MN HOME Consortium: Advisory Committee Guideline Update

Hello Brett,

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

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

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

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

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

Sincerely,

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

NE MN HOME Consortium Advisory Committee

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

THE NORTHEAST MINNESOTA HOME CONSORTIUM ADVISORY COMMITTEE GUIDELINES

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

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

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

3. Procedures of Advisory Committee

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

4. Miscellaneous

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

amendment is considered.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 6, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3450

DEPARTMENT: Administrative Services

TIME REQUESTED: 10 Minutes

PRESENTER: Cory Smith

AGENDA ITEM:

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

BOARD ACTION REQUESTED:

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

BACKGROUND:

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION:

1. Klobuchar Letter

02/06/2024

RESULT:	PULLED FROM AGENDA
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 6, 2024

RESOLUTION

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

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

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

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

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

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

Hunters for Hunters
1514 410th Ave
Karlstad, MN 56732



COPY

1514 410th Ave
Karlstad, MN 56732

www.Hunters4Hunters.org
218.526.0318

Dear Senator Klobuchar,

Thank you for serving our State and our Nation.

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

We call upon your help again.

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

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

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

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

Sincerely

Dillan Porter
Chairman – Hunters For Hunters

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 6, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3454

DEPARTMENT: Auditor / Treasurer

TIME REQUESTED: < 5 Minutes

PRESENTER: Austin Rohling

AGENDA ITEM:

Mail Ballot and Absentee Ballot Election Judges

BOARD ACTION REQUESTED:

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

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 6, 2024

REQUEST FOR BOARD ACTION: RBA-2023-3406

DEPARTMENT: Environmental Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Greg Stoltz

AGENDA ITEM:

Addendum to Canister Site Operation Contract

BOARD ACTION REQUESTED:

Approve Addendum to Canister Site Operation Contract.

BACKGROUND:

Itasca County, through its Environmental Services Department (ESD), has a contract with DMC Inc. for the supervision of the Itasca County Outlying Canister Sites along with the Itasca County Demolition Landfill at the Itasca County Transfer Station.

This contract is effective from July 1, 2023 to June 31, 2028. Beginning January 1, 2024, all employers are required by State statute to begin accruing Earned Sick and Safe Time for their employees. (ESST)

When this contract with DMC Inc was signed, this new law was not yet in place, so it was not adjusted for in the bids. DMC Inc. is asking the Itasca County Board of Commissioners to approve an addendum to the contract that would adjust the contract amount to cover the added and unforeseen expense.

An addendum has been attached to this request and is supported by the County Administrator and ESD Director.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. 2024.01.02 Addendum ESST

01/02/2024

RESULT:	RECOMMENDED FOR REGULAR	NEXT: 01/09/2024 2:30 PM
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01/09/2024

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

RESULT:	PULLED FROM AGENDA
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02/06/2024

RESULT:	PULLED FROM AGENDA
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Special Conditions/Mutual Agreement of the Parties

Addendum To:

Canister Site Supervision Contract

Between Itasca County and DMC Inc.

Itasca County currently has a *Canister Site Supervision Contract* with DMC Inc., and effective July 1, 2023, to June 31, 2028, as an independent contractor to provide Supervision at the Itasca County outlying canister sites as well as the demolition landfill located at the Itasca County Transfer Station.

With the new Minnesota Earned Sick and Safe Time Law (MN Statute 181.032) going into effect January 1, 2024. The Contractor will be required to begin placing funds into an accrual account for each employee. This new law was not in place when the Contractor bid on the Contract and is now asking Itasca County to amend the Contract with this addendum to cover these unforeseen expenses. This Addendum increases the Contract amount by \$1,319.00 per month for the remaining life of the Contract.

Current Contract states; **R.1 Modifications/Amendment; R.1.1**; *“Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing and signed by authorized representative of the County and Contractor”.*

Itasca County and DMC Inc. both agree to this Modification/Amendment.

Agreed this day January 9, 2024, by both parties:

Caleb Villeneuve, Contractor
DMC Inc.

Itasca County Board Chair



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 6, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3447

DEPARTMENT: Sheriff

TIME REQUESTED: < 5 Minutes

PRESENTER: Joe Dasovich

AGENDA ITEM:

Reallocation of the Records Lieutenant to Records Deputy 2

BOARD ACTION REQUESTED:

Approve reallocation of one (1) Records Lieutenant (Grade 10) position to one (1) Records Deputy II (Grade 8) position.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 6, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3453

DEPARTMENT: Human Resources

TIME REQUESTED: < 5 Minutes

PRESENTER: Joe Dasovich, Janet Borth

AGENDA ITEM:

Appointment and Employment Agreement for Chief Deputy Sheriff

BOARD ACTION REQUESTED:

Approve Appointment and Employment Agreement for Chief Deputy Sheriff Christopher Peterson.

BACKGROUND:

The Chief Deputy Sheriff classification was removed from the bargaining unit represented by the Itasca County Managers Association at the incumbent Chief Deputy Sheriff's request and this action was subsequently approved by the County and Bureau of Mediation Services. Therefore, this position is not currently represented by any bargaining unit nor under an employment agreement which is the County's practice to define the terms and conditions of employment for appointed positions.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Itasca County Employment Agreement- Chief Deputy Sheriff 2024

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

**ITASCA COUNTY
EMPLOYMENT/SEVERANCE AGREEMENT
CHIEF DEPUTY SHERIFF**

THIS AGREEMENT is made and entered into by and between **ITASCACOUNTY** (hereinafter called the "Employer") and Christopher Peterson, Chief Deputy Sheriff (hereinafter called the "Employee").

WHEREAS, the Itasca County Sheriff is authorized to appoint a chief deputy with the approval of the County Board pursuant to Minn. Stat. Sec. 387.145; and

WHEREAS, based on the training, experience, and administrative qualifications of **Christopher Peterson**, he has previously been appointed the Chief Deputy Sheriff and continues to serve in that capacity; and

WHEREAS, the Chief Deputy Sheriff classification was removed from the bargaining unit represented by the Itasca County Managers Association and is not in a bargaining unit; and

WHEREAS, the Employer and Employee wish to document the terms and conditions of employment and the terms of severance in the event the Employer unilaterally exercises its right to terminate the employment relationship;

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

1. APPOINTMENT.

Employee has been appointed pursuant to Minn. Stat. Sec. 387.145 and Rules of the Itasca County Sheriff's Civil Service Commission.

Upon removal from the Chief Deputy Position, the Sheriff may, with the approval of the County Board, return the Employee to any vacant position previously held by Employee with the Itasca County Sheriff's Office. Said return will be subject to and governed by any provisions of the applicable collective bargaining agreement.

2. DUTIES OF THE CHIEF DEPUTY.

The duties and responsibilities of the Employee will be as outlined in the Rules of the Itasca County Sheriff's Civil Service Commission applicable to the Chief Deputy Sheriff.

3. OTHER CONDITIONS.

Chief Deputy Sheriff is a full-time position, and the position shall require full-time efforts.

Employee is exempt under the Fair Labor Standards Act (FLSA) and the FLSA executive employee definition which does not provide for the earning of compensatory time.

Under the FLSA, exempt employees receive full salary for any work week in which they perform work, without regard to the number of days or hours worked. However, accountability to the public is a core value of Itasca County and the County Board requests that appointed employees account for hours worked and hours not worked utilizing their sick, vacation, and other earned eligible leave benefits and follow the Employee Timekeeping Policy.

**ITASCA COUNTY
EMPLOYMENT/SEVERANCE AGREEMENT
CHIEF DEPUTY SHERIFF**

It is further understood that the Employee shall not undertake activities outside of Itasca County employment for which compensation is paid without the approval of the Sheriff and the County Board. Employee shall not engage in outside activities, whether or not for compensation, which would unreasonably interfere with required attendance at work or the required performance of duties or give the appearance of a conflict of interest.

4. SALARY AND BENEFITS.

Salary: Employee will be compensated at Grade 14 of the County's classification and compensation system at Step 9. Because this is the top step of the salary range, Employee will not be eligible for further movement except through a general adjustment adopted by the County Board for the position.

Benefits: Employee is, in all respects, an employee of Itasca County, and shall be entitled to all benefits derived therefrom to the extent that such benefits are consistent with the provisions of this Agreement and the Itasca County Personnel rules in existence and as they may be amended from time to time. Specifically, employee will be subject to the following:

HOURS OF WORK: The schedule of hours of work shall be established by the Sheriff. (The compensation level is based on an average of 42 hours per week.)

VACATION: Employee shall be subject to all provisions of Section 8.3 of the ICMA contract except for vacation and bonus vacation. Vacation shall be earned as follows:

Effective 1/1/17: Completed Years Of Service	Rate of Accumulation of Vacation Hours per pay period
0-59 months	3.231 hours per pay period
60-119 months	4.847 hours per pay period
120-179 months	6.462 hours per pay period
180+ months	8.078 hours per pay period

Bonus vacation shall be earned as follows:

*3.877 hours of sick leave shall be earned per pay period if the beginning balance is less than 1050 hours.

*1.939 hours of bonus vacation shall be earned for each pay period the beginning balance is 630 hours or greater, except in any pay period in which sick leave is taken.

SICK LEAVE: Employee shall be subject to all provisions of Section 8.4 of the ICMA contract regarding sick leave, except that 3.877 hours of sick leave shall be earned per pay period if the

**ITASCA COUNTY
EMPLOYMENT/SEVERANCE AGREEMENT
CHIEF DEPUTY SHERIFF**

beginning balance is less than 1050 hours and the employee has worked or used earned leave at least 50% of the pay period.

GROUP HOSPITAL – MEDICAL INSURANCE – RETIRED EMPLOYEES: The maximum County payment for retirement group insurance premiums shall not exceed \$10,000.

5. SEVERANCE BENEFIT

The employment relationship between the Employee and Employer is terminable at will and nothing in this Agreement, other than the appointment provisions noted above and the severance payments described below, shall prevent, limit, or otherwise interfere with the right and authority of the Employer to terminate the services of the Employee at any time.

Employee is eligible to convert up to 70% of accumulated sick leave to severance, or such other rate of conversion as may from time to time be set forth in section 8.5 of the ICMA contract. As an Employee hired after August 23, 1994, the maximum County payment for the 70%-dollar value of an employee's accumulated unused sick leave (severance pay) shall be \$10,000. (That is, 70% of the employee's accumulated unused sick leave shall have a maximum value of \$10,000 at retirement permitted by the contract.) This limit does not apply to other County payments for retirement group insurance premiums, nor does it affect the other 30%-dollar value of an employee's accumulated unused sick leave which shall be deposited into the Employee's Post Health Care Savings Plan.

In addition to the severance benefit noted above, in the event the Employer unilaterally terminates the Employee from any and all County employment while the Employee is ready and willing to perform his duties and has not been terminated for the reasons noted below, the Employee shall receive a severance allowance of six months base salary. Vacation and sick leave shall continue to accrue, and insurance benefits continued for this six-month period, if the Itasca County Board directs the Employee to work during the six month period. The Employer may require the Employee to work during this notice period at its discretion. If the Chief Deputy Sheriff position is eliminated by action of State or Federal Government beyond the control of the Itasca County Board, then the severance allowance referred to in this paragraph shall not be payable.

This severance payment will be in addition to any severance payment that the Employee would otherwise be entitled to receive including, but not limited to, sick leave fund or accrued vacation leave.

No severance payment will be made in the event that the Employee is elected or appointed to any other position for or at the County.

No severance payment will be made pursuant to this Agreement (whether as outlined in this Agreement or as provided in the ICMA collective bargaining agreement) in the event the Employee resigns from his position with the Employer or is terminated by the Employer after having been found guilty by a court of competent jurisdiction of a felony, bribery, perjury, or any act declared unlawful involving personal gain to him or any crime involving moral turpitude.

**ITASCA COUNTY
EMPLOYMENT/SEVERANCE AGREEMENT
CHIEF DEPUTY SHERIFF**

6. ARBITRATION.

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof shall be settled by arbitration in the City of Grand Rapids, Minnesota, in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

7. NOTICES.

Any notice required or permitted to be given under this Agreement shall be sufficient if in writing, and if sent by certified mail to the Employee's residence in the case of the Employee, or to its principal office in the case of the Employer.

The Employee shall give sixty (60) days' advance notice of voluntary resignation or retirement. The period of advance notice may be modified or waived upon mutual agreement between the employee and the Itasca County Board.

8. WAIVER OF BREACH.

The waiver of a breach of any provision of this Agreement by either party shall not operate or be construed as a waiver of any subsequent breach by that party.

9. TERMINOLOGY.

Unless the context hereof clearly requires otherwise, the singular shall include the plural and vice versa, and the masculine shall include the feminine and vice versa.

10. ENTIRE AGREEMENT; MODIFICATION; WAIVER.

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the parties; there are no warranties, representations or agreements among the parties in connection with the subject matter hereof, except as set forth or referred to herein. No supplement, modification, waiver, or termination of this Agreement or any of its provisions shall be binding unless executed in writing by the parties to be bound. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision, and no such waiver shall constitute a continuing waiver unless otherwise expressly provided.

11. GOVERNING LAW.

This Agreement shall be construed and enforced pursuant to the laws of the State of Minnesota.

**ITASCA COUNTY
EMPLOYMENT/SEVERANCE AGREEMENT
CHIEF DEPUTY SHERIFF**

12. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, any one of which shall be deemed to be an original, but all of which shall constitute but one and the same instrument.

13. HEADINGS.

Section headings used in this Agreement are for convenience only and shall not affect the construction of this Agreement.

IN WITNESS WHEREOF, this agreement shall become effective on the date of final execution.

CHIEF DEPUTY SHERIFF

DATE: _____

ATTEST: _____

BOARD CHAIRPERSON

DATE: _____

ATTEST: _____

BRETT SKYLES, COUNTY ADMINISTRATOR

DATE: _____



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 6, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3455

DEPARTMENT: Administrative Services

TIME REQUESTED: 10 Minutes

PRESENTER: John Johnson

AGENDA ITEM:

Assistant County Attorney Salary Discussion

BOARD ACTION REQUESTED:

Discussion regarding Assistant County Attorney Salary

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:

INFORMATIONAL - NO ACTION TAKEN