



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, September 27, 2022

2:30 PM

Itasca County Boardroom

FINAL

REGULAR SESSION MINUTES

I. CALL TO ORDER

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

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

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Add Item #6.12 (2023 Proposed Levy) and approve the agenda, as amended.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Burl Ives
AYES:	Terry Snyder, Leo Trunt, Burl Ives
ABSENT:	Davin Tinquist, Ben DeNucci

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, September 20, 2022 County Board Work Session.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Leo Trunt
AYES:	Terry Snyder, Leo Trunt, Burl Ives
ABSENT:	Davin Tinquist, Ben DeNucci

V. CONSENT AGENDA

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

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Burl Ives
AYES:	Terry Snyder, Leo Trunt, Burl Ives
ABSENT:	Davin Tinquist, Ben DeNucci

1. Accept the 2022-2023 Toward Zero Deaths (TZD) Safe Roads Grant Award for the period of October 1, 2022 through September 30, 2023, in the amount of \$17,459, and adopt the

Resolution Re: Authorization for Execution of Agreement, which authorizes the necessary signatures to said grant.

2. Adopt the Resolution Re: Lawron Trail Riders Snowmobile Club Trail Improvement Program Grant Application and authorize necessary signatures.
3. Approve Storage Lease Agreement with Holmstrom Inc. and authorize necessary signatures.
4. Approve Storage Lease Agreement with RK Motorsports and authorize necessary signatures.

VI. REGULAR AGENDA

1. Citizen Input

Greg Miller and Lynn Ettl provided citizen input regarding funding for the Bowstring Airport.

2. Recognition of County Employees

The following employees were recognized:

Welcome to new employee Troy Anderson, Corrections Deputy, Sheriff's Department. effective September 19, 2022.

Welcome to new employee Christine Blackburn, Legal Secretary, Attorney Department, effective September 19, 2022.

Farewell to Maria Dumke whose last day as Legal Secretary, Probation Department, will be September 23, 2022 after 16+ years of service.

Welcome to new employee Jistine Casey, Legal Secretary, Attorney Department, effective September 26, 2022.

Farewell to Lynn Hart whose last day as Human Resources Director will be January 10, 2023 (last day in the office will be September 30, 2022) after 18 years of service.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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3. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of September 30, 2022, in the amount of \$2,556,922.37.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Leo Trunt
AYES:	Terry Snyder, Leo Trunt, Burl Ives
ABSENT:	Davin Tinquist, Ben DeNucci

4. ICHHS Warrants

Motion To: Approve the Itasca County Health and Human Services (ICHHS) Department Warrants for September 2022, in the amount of \$1,113,813.33.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Burl Ives
AYES:	Terry Snyder, Leo Trunt, Burl Ives
ABSENT:	Davin Tinquist, Ben DeNucci

5. COVID-19 Update

Public Health Division Manager Kelly Chandler provided a situational and informational update regarding COVID-19 (novel coronavirus) in Itasca County, including information regarding vaccination availability. If you have questions or concerns regarding COVID-19, please call the Public Health Hotline at (218) 327-6784, visit <http://www.co.itasca.mn.us/798/COVID-19-Coronavirus-Information>, or contact First Call for Help/211 at (218) 326-8565.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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6. 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 2022 Q2 Compliance Program Report.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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7. 4-H Week Proclamation

Motion To: Adopt the Resolution Re: 4-H Proclamation, which proclaims October 2-8, 2022 as 4-H Week in Itasca County, as is celebrated nationwide.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Burl Ives
AYES:	Terry Snyder, Leo Trunt, Burl Ives
ABSENT:	Davin Tinquist, Ben DeNucci

8. Shoreland Stewardship Awards

Tom Nelson of the Itasca County Coalition of Lake Associations (ICOLA) and Austin Steere of the Itasca County Soil and Water Conservation District (SWCD) recognized Jay and Mike Miner (Wabana Lake) as winners of the Shoreland Stewardship Awards.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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9. National Hunger and Homelessness Awareness Month

Motion To: Adopt the Resolution Re: National Hunger and Homelessness Awareness Month in Itasca County, which designates the month of November 2022 as National Hunger and Homelessness Month in Itasca County.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Leo Trunt
AYES:	Terry Snyder, Leo Trunt, Burl Ives
ABSENT:	Davin Tinquist, Ben DeNucci

10. No Net Gain of Public Land Resolution

Commissioners discussed consideration of a No Net Gain of Public Land resolution as the loss of private land into a public sector status has potential tax revenue implications that need to be addressed.

It was the consensus of the County Board to appoint Commissioners Snyder and Ives to an ad hoc committee, along with the County Attorney and County Administrator, to continue the discussion.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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11. Local Option Sales Tax Education Update

County Administrator Brett Skyles provided an update regarding Local Option Sales Tax (LOST) education relative to the Justice Center project, including information regarding upcoming newspaper advertising.

Motion To: Proceed with the Local Option Sales Tax (LOST) education process.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Burl Ives
AYES:	Terry Snyder, Leo Trunt, Burl Ives
ABSENT:	Davin Tinquist, Ben DeNucci

12. 2023 Proposed Levy

Motion To: Adopt the proposed tax levy for 2023 as \$41,266,142, a 0% increase over 2022; adopt the proposed unorganized fire levy as 3.5% of net tax capacity; adopt the proposed unorganized road & bridge levy as 13% of net tax capacity; and schedule a public meeting on Tuesday, December 13, 2022 at 6:00 p.m. in the Itasca County Boardroom, at which the public is allowed to speak and the budget and levy is discussed.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Leo Trunt
AYES:	Terry Snyder, Leo Trunt, Burl Ives
ABSENT:	Davin Tinquist, Ben DeNucci

VII. COMMISSIONER COMMENTS

VIII. CLOSED SESSIONS

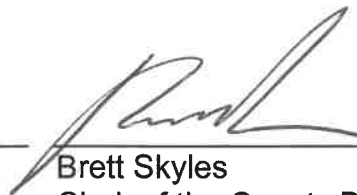
IX. ADJOURN

Chair Snyder adjourned the meeting at 3:37 PM.

ATTEST



Terry Snyder
Chair of the County Board



Brett Skyles
Clerk of the County Board



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 27, 2022

RESOLUTION 2022-58

RE: AUTHORIZATION FOR EXECUTION OF AGREEMENT

BE IT RESOLVED that Itasca County enter into a grant agreement with the Minnesota Department of Public Safety, for traffic safety projects during the period from October 1, 2022 through September 30, 2023.

NOW THEREFORE BE IT FURTHER RESOLVED that the Itasca County Board Chair and the Health and Human Services Director are hereby authorized to execute such agreements and amendments as are necessary to implement the project on behalf of the Itasca County Board of Commissioners and that the Itasca County Auditor-Treasurer be the fiscal agent and administer the grant.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Burl Ives
AYES:	Terry Snyder, Leo Trunt, Burl Ives,
ABSENT:	Davin Tinquist, Ben DeNucci

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 27th day of September A.D. 2022 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 27th day of September A.D. 2022.

Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 27, 2022

RESOLUTION 2022-59

RE: LAWRON TRAIL RIDERS SNOWMOBILE CLUB TRAIL IMPROVEMENT GRANT APPLICATION

WHEREAS, Itasca County, as legal sponsor, recognizes the importance of recreational trails to the local economy and supports the grant application made to the Minnesota Department of Natural Resources for the Snowmobile Trail Improvement Program, and

WHEREAS, the Lawron Trail Riders Snowmobile Club is working to seeking funding for trail rehabilitation on the Delbert Brandstrom Snowmobile Trail, and

WHEREAS, the Snowmobile Trail Improvement Program is available to fund seventy-five (75) percent of the cost of projects under this grant, and

WHEREAS, Itasca County affirms that the Lawron Trail Riders Snowmobile Club recognizes the twenty-five (25) match requirements for the Trail Improvement grant program, and that they will secure 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. Itasca County will comply with all applicable laws, environmental requirements and regulations as stated in the grant agreement.

BE IT FURTHER RESOLVED, that Itasca County will accept sponsorship role for this project involving funding in state fiscal years 22-24, from July 1, 2021 through June 30, 2024.

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

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Burl Ives
AYES:	Terry Snyder, Leo Trunt, Burl Ives
ABSENT:	Davin Tinquist, Ben DeNucci

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

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WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 27th day of September A.D. 2022.

Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 27, 2022

RESOLUTION 2022-60

RE: 4-H WEEK PROCLAMATION

WHEREAS, 4-H is America's largest youth development organization, having supported almost six million youth across the country thus far; and

WHEREAS, 4-H has helped 351 youth in Itasca County to become confident, independent, resilient, and compassionate leaders; and

WHEREAS, 4-H is delivered by Cooperative Extension – a community of more than 100 public universities across the nation that provides experiences where young people learn by doing in hands-on projects in areas including health, science, agriculture, and citizenship; and

WHEREAS, National 4-H Week showcases the incredible experiences that 4-H offers young people, and highlights the remarkable 4-H youth in Itasca County who work each day to make a positive impact on those around them; and

WHEREAS, 4-H's network of 600,000 volunteers and 3,500 professionals provides caring and supportive mentoring to all 4-H'ers, helping them to grow into true leaders, entrepreneurs, and visionaries.

NOW, THEREFORE, BE IT RESOLVED that we, the Itasca County Board of Commissioners, do hereby proclaim October 2-8, 2022 as National 4-H Week throughout Itasca County, and encourage all of our citizens to recognize 4-H for the significant impact it has made and continues to make by empowering youth with the skills they need to lead for a lifetime.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Burl Ives
AYES:	Terry Snyder, Leo Trunt, Burl Ives
ABSENT:	Davin Tinquist, Ben DeNucci

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

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WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 27th day of September A.D. 2022.

Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 27, 2022

RESOLUTION 2022-61

RE: NATIONAL HUNGER AND HOMELESSNESS AWARENESS MONTH IN ITASCA COUNTY

WHEREAS, the National Coalition for the Homeless and National Student Campaign Against Hunger and Homelessness are sponsors of and have set November 2022 as National Hunger and Homelessness Month and November 12-20, 2022, as National Hunger and Homelessness Awareness Week; and

WHEREAS, the purpose of the proclamation is to educate the public about the many reasons people are hungry and homeless including the shortage of affordable housing in Itasca County for very low income residents; and to encourage support for homeless assistance service providers as well as community service opportunities for students and school service organizations; and

WHEREAS, the intent of Hunger and Homelessness Awareness month is consistent with local organizations who are committed to sheltering, providing supportive services as well as meals, basic needs and supplies to the homeless including; Kootasca Community Action, AEOA, Grace House, Northland Counseling Center, Salvation Army, Itasca County Veterans Services, Leech Lake Band of Ojibwe, Itasca County Health and Human Services, First Call for Help, Advocates for Family Peace and other Housing Issues Advisory Committee members; and

WHEREAS, the Itasca County Board of Commissioners recognizes that hunger and homelessness continues to be a serious problem for many individuals and families in Itasca County; and

WHEREAS, people experiencing unsheltered homelessness (those sleeping outside or in places not meant for human habitation) may be at risk for poor health conditions. Lack of housing contributes to poor physical and mental health outcomes, and connections to permanent housing for people experiencing homelessness should continue to be a priority.

NOW THEREFORE BE IT RESOLVED that the Itasca County Board of Commissioners hereby proclaims the month of November 2022 as Itasca County Hunger and Homelessness Awareness Month and November 12-20 as Itasca County Hunger and Homelessness Awareness Week.

BE IT FURTHER RESOLVED that the Itasca County Board of Commissioners encourages all citizens to recognize that many people do not have housing and need support from citizens, and private/public non-profit service entities.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Leo Trunt
AYES:	Terry Snyder, Leo Trunt, Burl Ives
ABSENT:	Davin Tinquist, Ben DeNucci

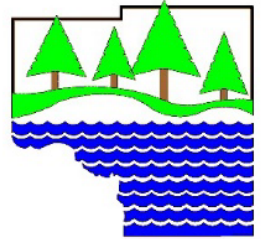
STATE OF MINNESOTA
Office of County Administrator
ss. County of Itasca

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 27th day of September A.D. 2022 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 27th day of September A.D. 2022.



Administrator



September 27, 2022

Chair:

PULL: None

ADDITIONS:

1. Item #6.12 – 2023 Proposed Levy

CHANGES: None

INFORMATIONAL:

1. Item #6.5 – Additional Information



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, September 20, 2022

2:30 PM

Itasca County Boardroom

DRAFT

WORK SESSION MINUTES

I. CALL TO ORDER

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

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

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Add Item #6.3 (Request for Abatement of Property Taxes) and approve the agenda, as amended.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, September 13, 2022 County Board Regular Session.

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

V. RECOMMENDED FOR CONSENT AGENDA

1. Accept the 2022-2023 Toward Zero Deaths (TZD) Safe Roads Grant Award for the period of October 1, 2022 through September 30, 2023, in the amount of \$17,459, and adopt the Resolution Re: Authorization for Execution of Agreement, which authorizes the necessary signatures to said grant.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 09/27/2022 2:30 PM
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2. Adopt the Resolution Re: Lawron Trail Riders Snowmobile Club Trail Improvement Program Grant Application and authorize necessary signatures.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 09/27/2022 2:30 PM
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3. Approve Storage Lease Agreement with Holmstrom Inc. and authorize necessary signatures.

RESULT: RECOMMENDED FOR CONSENT NEXT: 09/27/2022 2:30 PM

4. Approve Storage Lease Agreement with RK Motorsports and authorize necessary signatures.

RESULT: RECOMMENDED FOR CONSENT NEXT: 09/27/2022 2:30 PM

VI. DISCUSSION / INFORMATIONAL

1. Citizen Input

No citizen input provided.

2. Keewatin Trail Runners ATV Trail Proposal

Forest Recreation Specialist Sara Thompson and Keewatin Trail Runners ATV Club President Randy Nash provided information regarding the Keewatin Trail Runners ATV Trail Proposal.

RESULT: INFORMATIONAL - NO ACTION TAKEN

3. Request for Abatement of Property Taxes

County Attorney Matti Adam, County Auditor/Treasurer Jeff Walker, and Mesabi Metallica President and CEO Larry Sutherland provided information regarding the request for abatement of property taxes, as requested by Mesabi Metallica.

RESULT: INFORMATIONAL - NO ACTION TAKEN

VII. COMMITTEE REPORTS

Commissioner Ives reported on his attendance at recent Budget Work Sessions, as well as a Blackberry Township meeting.

Commissioner DeNucci reported on his attendance at recent Budget Work Sessions, grievance mediations, and a Kootasca Community Action (KCA) Finance Committee meeting.

Commissioner Tinquist reported on his attendance at recent Budget Work Sessions and grievance mediations.

Commissioner Trunt reported on his attendance at recent Budget Work Sessions, Western Mesabi Mine Planning Board (WMMPB), Northeast Waste Advisory Commission (NEWAC), Itasca County Township Association (ICTA), and Risk Management Commission meetings, as well as the Association of Minnesota Counties (AMC) Fall Policy Conference and the Highway 169 Cross Range Study Open House.

Commissioner Snyder reported on his attendance at a recent Itasca Economic Development Corporation (IEDC) meeting, as well as Huber Project pre-meetings, a Mesabi Metallica update, a meeting with RAPP Strategies, and various township meetings.

VIII. ADMINISTRATOR UPDATE

County Administrator Brett Skyles provided an Administrator Update, including information regarding arrival of the jail cells for the Correctional Facility/Courts construction project.

IX. COMMISSIONER COMMENTS

X. CLOSED SESSIONS

XI. ADJOURN

Chair Snyder adjourned the meeting at 3:12 PM.

ATTEST

Terry Snyder
Chair of the County Board

Brett Skyles
Clerk of the County Board



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 27, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2555

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Kelly Chandler

AGENDA ITEM:

2022-2023 Toward Zero Deaths (TZD) Grant Agreement

BOARD ACTION REQUESTED:

Accept the 2022-2023 Toward Zero Deaths (TZD) Safe Roads Grant Award for the period of October 1, 2022 through September 30, 2023, in the amount of \$17,459, and adopt the Resolution Re: Authorization for Execution of Agreement, which authorizes the necessary signatures to said grant.

BACKGROUND:

Itasca County Public Health provides education related to traffic deaths and severe injury on Itasca County roads. Public Health staff, in addition to providing education, support the coordinated efforts related to other causes of traffic injury and deaths, including EMS, Enforcement, and Engineering.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

09/20/2022

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 09/27/2022 2:30 PM
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RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Burl Ives
AYES:	Terry Snyder, Leo Trunt, Burl Ives
ABSENT:	Davin Tinquist, Ben DeNucci



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
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Tuesday, September 27, 2022

RESOLUTION 2022-58

RE: AUTHORIZATION FOR EXECUTION OF AGREEMENT

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NOW THEREFORE BE IT FURTHER RESOLVED that the Itasca County Board Chair and the Health and Human Services Director are hereby authorized to execute such agreements and amendments as are necessary to implement the project on behalf of the Itasca County Board of Commissioners and that the Itasca County Auditor-Treasurer be the fiscal agent and administer the grant.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Burl Ives
AYES:	Terry Snyder, Leo Trunt, Burl Ives,
ABSENT:	Davin Tinquist, Ben DeNucci

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

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WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 27th day of September A.D. 2022.

Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 27, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2569

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Sara Thompson

AGENDA ITEM:

Lawron Trail Riders Snowmobile Club Trail Improvement Grant Resolution

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Lawron Trail Riders Snowmobile Club Trail Improvement Program Grant Application and authorize necessary signatures.

BACKGROUND:

Lawron Trail Riders are applying for the Snowmobile Trail Improvement grant for rehabilitation to a section of trail on the Delbert Brandstrom Snowmobile Trail through the GIA Snowmobile Trail Improvement Grant Program.

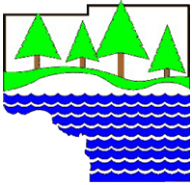
COUNTY ATTORNEY REVIEW: None needed

SUPPORTING DOCUMENTATION: None

09/20/2022

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 09/27/2022 2:30 PM
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RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Burl Ives
AYES:	Terry Snyder, Leo Trunt, Burl Ives
ABSENT:	Davin Tinquist, Ben DeNucci



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 27, 2022

RESOLUTION 2022-59

RE: LAWRON TRAIL RIDERS SNOWMOBILE CLUB TRAIL IMPROVEMENT GRANT APPLICATION

WHEREAS, Itasca County, as legal sponsor, recognizes the importance of recreational trails to the local economy and supports the grant application made to the Minnesota Department of Natural Resources for the Snowmobile Trail Improvement Program, and

WHEREAS, the Lawron Trail Riders Snowmobile Club is working to seeking funding for trail rehabilitation on the Delbert Brandstrom Snowmobile Trail, and

WHEREAS, the Snowmobile Trail Improvement Program is available to fund seventy-five (75) percent of the cost of projects under this grant, and

WHEREAS, Itasca County affirms that the Lawron Trail Riders Snowmobile Club recognizes the twenty-five (25) match requirements for the Trail Improvement grant program, and that they will secure 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. Itasca County will comply with all applicable laws, environmental requirements and regulations as stated in the grant agreement.

BE IT FURTHER RESOLVED, that Itasca County will accept sponsorship role for this project involving funding in state fiscal years 22-24, from July 1, 2021 through June 30, 2024.

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

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Burl Ives
AYES:	Terry Snyder, Leo Trunt, Burl Ives
ABSENT:	Davin Tinquist, Ben DeNucci

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 27th day of September A.D. 2022 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 27th day of September A.D. 2022.

Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 27, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2572

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Roger Clark

AGENDA ITEM:

Approve Storage Lease Agreement with Holmstrom Inc.

BOARD ACTION REQUESTED:

Approve Storage Lease Agreement with Holmstrom Inc. and authorize necessary signatures.

BACKGROUND:

The purpose of the lease is for 2022-2023 winter boat storage at the fairgrounds. The lease amount of \$6,496.10 is based on square feet of building space used and the proceeds will be sent to the Itasca Agricultural Association to be placed into the fairgrounds maintenance fund. The security deposit will be held by Itasca County.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. 2022 Storage Lease Agreement_Holmstrom Inc

09/20/2022

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 09/27/2022 2:30 PM
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RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Burl Ives
AYES:	Terry Snyder, Leo Trunt, Burl Ives
ABSENT:	Davin Tinquist, Ben DeNucci

County of Itasca, Minnesota Lease Agreement

This Agreement is made effective this 27th day of September 2022 by and between **Itasca County** ("Lessor"); and **Holmstrom Inc.** ("Lessee"). For good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge the parties agree as follows:

- 1. Authority.** This Agreement is granted pursuant to the provisions of Minnesota Statutes Section 373.01, Subdivision(1)(a)(4) and Minnesota Statutes Section 398.32, Subdivision 3.
- 2. Premises.** Lessor in consideration of the terms, conditions and contracts contained herein, and subject to such special conditions as are set forth in the Special Conditions attached hereto and made a part hereof and marked as **Exhibit A**, attached hereto and made a part hereof, and the payment of the Lease Agreement Fee to be paid by Lessee, Lessor hereby leases to the Lessee, subject at all times to sale, contract and use for other purposes, the non-exclusive rights in the described Premises as set forth below:

- | | |
|--|--|
| ☒ A - Cattle barn | ☐ B - Horse barn |
| ☒ C - Beef Barn | ☐ D – Poultry |
| ☐ F - United Methodist Church | ☐ H - New Moose Club |
| ☐ I - Corn Palace | ☐ J - Solid Rock |
| ☐ K - Bingo Hall | ☐ L – Eagles |
| ☐ M - All Purpose | ☐ N - Announcement Booth |
| ☐ O - Children’s barn | ☐ P – Restroom |
| ☐ Q - 4H Food Booth | ☐ T - Conservation Building |
| ☐ V - Agriculture/Horticulture Building | ☐ W - 4H Exhibit |
| ☐ X - Commercial Exhibit | ☐ Y - Committee on Aging |
| ☐ Z - Arts and Craft | ☐ AA – Gazebo |
| ☐ CC - Old Beer Garden | ☐ DD - DNR Building |
| ☐ EE - Grand Stand | ☐ FF – Storage |
| ☐ GG – Shelter | ☐ HH - Trailhead Building |
| ☐ Grounds | ☐ Parking Lot |
| ☐ Race Track | ☐ Horse Arena |

2.1 Personal Property/Fixtures: Personal Property or fixtures within the Premises shall not be deemed leased under this Agreement, unless otherwise authorized in writing.

3. **Warranties.** Lessor does not warrant its title to the premises nor undertake to defend the Lessee in the peaceable possession or use thereof. No covenant of quiet enjoyment is made. Lessee shall indemnify and hold Lessor harmless from any and all claims for damages against Lessor by third parties as a result of this Agreement.

4. **Exhibits.** This Lease Agreement is subject to such special conditions as are set forth in the Special Conditions Supplement attached hereto and made a part hereof and marked as Exhibit A. This Lease Agreement is subject to such terms as are set forth in Exhibit B as to insurance and indemnification.

5. **Term.** The term of this Agreement shall commence on the date set forth above and shall end at 12:00 a.m. on May 15th, 2023. The term of this Agreement is subject to termination pursuant to the default provisions in paragraph 10 herein. The Agreement may be extended or modified if provided for in the Special Conditions marked as Exhibit A.

6. **Lease Agreement-Fee.** Lessee shall pay to Lessor a non-refundable Lease Agreement Fee of \$ 6,496.10 for the non-exclusive rights to the Premises as set forth above or as set forth in the Special Conditions marked as Exhibit A.

7. **Security Deposit.** Simultaneously with the execution of this Lease, Lessee shall deposit with Lessor the sum of Two Thousand Dollars (\$2,000.00) as a security deposit. Such security deposit shall be considered as security for the payment and performance by Lessee of all of Lessee's obligations, covenants, conditions and agreements under this Lease. Upon the expiration of the term hereof, Lessor shall, provided that Lessee is not in default under the terms hereof, return and pay back such security deposit to Lessee as set forth below. In the event of any default by Lessee hereunder, Lessor shall have the right, but shall not be obligated, to apply all or any portion of the security deposit to cure such default, in which event Lessee shall be obligated to promptly deposit with Lessor the amount necessary to restore the security deposit to its original amount.

7.1 The Security Deposit may be applied to offset any damages that may occur during the use from the Lessee or the Lessee's invitees. Review of all Premises will be conducted prior to and following the term of this Agreement. Deposits will be returnable up to two weeks after the termination of this Agreement and only if no damage has occurred. In the event of damages exceeding the amount as set forth above the Lessee will be liable for the balance of the damages.

7.2 The Security Deposit may be applied to offset any cleanup that has not been completed during or after the Rental. Review of all Premises will be conducted prior to and following the Term of this Agreement. Deposits will be returnable up to two weeks after the termination of this Agreement and only if no cleanup is needed. In the event of the cost of cleanup exceeds the amount as set forth above the Lessee will be liable for the balance of the cost.

8. Encumbrance. This Agreement is subject to all existing easements, rights-of-way, licenses, contracts, commingling contracts and other encumbrances upon the Premises and Lessor shall not be liable to Lessee for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that holder thereunder.

9. Maintenance. Lessee shall maintain the Premises in good repair, keeping them safe and clean, removing all refuses and debris that may accumulate, to the extent consistent with sound and customary practices. Lessee shall comply with all laws affecting the Premises, including Federal, state or local statute, law, rule, regulation or ordinance, unless otherwise exempt.

10. Termination. The Lessor has the right to cancel this Agreement for nonpayment of any amount due under this Agreement or other violation of the terms and conditions of this Agreement. Termination of this Agreement does not relieve the Lessee from any liability for payment or other liability incurred under this Agreement.

10.1 This Agreement may be cancelled by the Lessor, if the Lessee has failed to secure all permits/licenses and approvals if any are necessary for the Lessee's approved activity as stated on the Special Conditions marked as Exhibit A.

10.2 Lessee shall, on the termination date, or earlier as provided for in this Agreement, peaceably and quietly surrender the Premises to the Lessor in a condition satisfactory to the Lessor. If the Lessee fails to surrender the Premises on the termination of this Agreement, the Lessor may obtain a court order as permitted by law to eject or remove the Lessee from the Premises and Lessee shall indemnify the Lessor for all expenses incurred by the Lessor.

10.3 In addition, Lessee shall remove all of Lessee's personal property at Lessee's expense, from the Premises prior to or at the termination date and time per this Agreement. Any personal property remaining shall be considered abandoned and shall be disposed of by the Lessor according to law. If this Agreement is terminated prior to its termination date, the Lessee shall not be relieved of any obligation incurred prior to termination.

10.4 Lessee acquires no additional rights by holding the Premises after termination and shall be subject to legal action for removal.

10.5 If Lessee defaults in compliance with its obligations under this Agreement, Lessor shall have the right in its exclusive discretion to permit Lessee to cure, and Lessor shall have the right upon Lessee's failure to cure such default within 10 days after receipt of written notice specifying such default, to seek such remedies or combination of remedies as may be available at law or in equity, including without limitation specific performance, damages, or termination of this Agreement. Lessor's remedies shall expressly include the right to evict Lessee and take possession of the Premises.

10.6 Lessee may terminate this Agreement for good cause, which will be at the discretion of the Lessor. In the event that this Agreement is terminated for good cause at

the discretion of the Lessor, the lease-fee shall not be refundable, and the security deposit shall be handled in accordance with numbers 7, 7.1, and 7.2 above.

11. Right of Entry. Lessor, or its agents, contractors, or employees shall have the right to enter upon and into said Premises at any time to inspect the same. Such inspection shall not unreasonably hinder or interrupt the operations of the Lessee, except in cases where emergency entry is necessary to preserve the Premises and other property.

12. Liability. This Agreement shall not be construed as imposing any liability on the Lessor for injury or damage to the person or property of the Lessee, or to any other persons or property, arising out of any use of the Premises, or under any other easement, right-of-way, license, lease or other encumbrance now in effect.

12.1 Indemnification. Lessee agrees to defend, indemnify and hold harmless Lessor, its elected officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney fees resulting directly or indirectly from any act or omission of Lessee, anyone directly or indirectly employed by them and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Agreement and against all loss by reason of failure of said Lessee to perform fully, in any respect, all obligations under this Agreement. See Exhibit B.

12.2 Insurance. Lessee agrees at all times during the term of this Agreement to have and keep in force insurance, either under a self-insurance program or separate insurance policy, as indicated and shown in attached Exhibit B and/or the Special Conditions marked as Exhibit A.

12.3 The Lessor reserves the right to terminate, suspend or rescind any Agreement not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Lessee. All insurance policies shall be open to inspection by the Lessor, and copies of policies shall be submitted to the Lessor upon written request.

13. Banned Substances. Lessee agrees that no tobacco products, drugs, or illegal substances of any kind shall be sold or distributed on the premises under any circumstances. Alcohol may be served or sold if Lessee is properly licensed/permited by the appropriate licensing/permitting authority and as authorized in the Special Conditions marked as Exhibit A. Lessee understands that any violation of this paragraph shall give the Lessor the rights to terminate this Agreement without penalty to the Lessor, and permanently bar Lessee, or any member or guest of lessee, from the Premises.

14. Lost Property. The Lessor assumes no responsibility whatsoever, for any property placed on the Premises, and the Lessor is hereby expressly released and discharged from any and all liabilities for any loss of property and discharged from any and all liabilities for any loss of property that may be sustained by the use of said Premises under this Agreement.

15. Right to Control. It is understood that the Lessor hereby reserves the right to control and manage the Premises and to enforce all necessary and proper rules for the management

and operation of the Premises and for the Lessor employees or other authorized representatives to enter and exercise their authority at the Premises at any time. The Lessor also reserves the right, but not the duty, through its employees and representatives, to eject any objectionable person or persons from the Premises and Lessee hereby waives any and all claims for damages against the Lessor or any of its representatives resulting from the exercise of this authority.

16. Recovery of Expenses. If it is necessary for the Lessor to incur expenses by court action or otherwise for the ejectment of Lessee or Lessee's invitees, or the removal from the leased premises of the Lessee's or Lessee's invitee's personal property, or recovery of the amount due under this Agreement, or for any other remedy of the Lessor under this lease, and the Lessor prevails in the court action or otherwise, then the Lessee shall pay to the Lessor all expenses, including attorney's fees, thus incurred by the Lessor.

17. Severability. If any clause or provision of this Agreement is or becomes illegal, invalid or unenforceable because of present or future laws or any rule or regulation or ordinance, unless exempt, the intentions of the Lessor and Lessee here is that the remaining parts of this Agreement shall not be affected thereby.

18. Governing Law. The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties herein and performance under it. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located within the County of Itasca, State of Minnesota. Litigation, however, in the federal courts involving the parties herein will be in the appropriate federal court within the State of Minnesota. Any claim, controversy or dispute arising out of this Agreement may upon mutual agreement of the parties be referred to non-binding or binding arbitration in accordance with the commercial rules of the American Arbitration Association. If any provisions of this Agreement are held invalid, illegal or unenforceable, the remaining provisions will not be affected.

19. Modifications/Amendment. Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representative of the Lessor and Lessee.

20. Notification. Any notice given under this Contract shall be in writing and served upon the other party either personally or by depositing such notice in the United States mail with proper address and sent by certified mail, return receipt requested. Service shall be effective on the earlier of receipt or five days after the depositing of the notice in the United States mail. The proper mailing addresses for Lessor and Lessee for the purposes of serving notice are as follows:

Lessor

Itasca Lessor Land Department
c/o Land Commissioner
1177 LaPrairie Avenue
Grand Rapids, Minnesota 55744

Itasca Lessor Auditor
Lessor Courthouse
123 NE 4th Street
Grand Rapids, Minnesota 55744

Lessee

Holmstrom Inc.
Mike Holmstrom
2810 Elida Drive
Grand Rapids, MN 55744

21. Compliance with Laws. Lessee shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations, unless exempt, now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, programs and staff for which Lessee is responsible.

22. Records Audition and Retention. Lessee's books, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Agreement are subject to the examination, duplication, transcription and audit by the County and either the legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Agreement. Lessee agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress required a longer retention period.

23. Waiver. Any waiver by either party of any provision of this Contract shall not imply a subsequent waiver of that or any other provision.

24. Assignment. Lessee shall not encumber or assign this Agreement or sublet the Premises or any part thereof without prior written consent of Lessor. No action of Lessor in collecting payment from any sublessee, assignee, or occupant shall constitute a waiver hereof.

25. Final Agreement. This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not herein contained.

25.1 If this Agreement conflicts with a Special Conditions, the Special Conditions shall control.

EXECUTION

IN WITNESS WHEREOF, the Lessor has caused this Agreement to be signed by its duly authorized officers and the Lessee has hereunto set its hand.

Dated this **27th** day of **September 2022**.

Lessee: Holmstrom Inc.

Lessor: County of Itasca

By: _____

By: _____

Its _____

Its _____
Chair of the Board of Commissioners

By: _____

Its _____
Clerk of the Board of Commissioners

APPROVED AS TO FORM & EXECUTION

By: _____
Itasca County Attorney

Special Conditions Supplement
Event Agreement
Exhibit A

This document shall be considered the Special Conditions to the Lease Agreement between **Itasca County**, hereinafter referred to as “Lessor”, and **Holmstrom Inc.** hereinafter referred to as “Lessee”, which was made effective on the **27th** day of **September 2022**.

Both Lessor and Lessee mutually agree to the following in addition to the terms contained in the Lease Agreement made effective on **27th** day of **September 2022**.

Please describe activities below:

Vehicle and equipment storage using identified buildings of the Fairgrounds Park as indicated in the Lease Agreement and/or below:

Beef Barn and Cattle Barn

Buildings used for storage per this agreement include:

Name	SQ Ft	Name	SQ Ft
Beef Barn	4800	_____	_____
Cattle Barn	5194	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Price will be based on **.65** per square foot. Total Sq ft **9994 X .65 = \$6,496.10**

Starting date for rental space will be **September 27th, 2022**. All personal property shall be removed by **May 15th, 2023**

Both parties of this contract mutually agree to the following in addition to the terms contained in the Lease Agreement.

1. Lessee agrees to pay a per square foot fee of the entire building occupied by Lessee. All payments will be collected prior to occupying the building.

2. Lessee will be provided a key to the building and will be responsible for all placement and removal of all personal property.
3. Lessee hereby accepts liability for any and all damages to the above stated rental space and every part thereof caused by Lessee, his employees, lessees, or invitees, which occur during the period of this agreement.
4. Lessor, or his agents or employees, reserves the right to go upon the premises whenever Lessor deems it necessary to preserve person or property, for safety or for maintenance of the storage facility, but Lessor assumes no responsibility for tending to any property stored in said facility.
5. Lessor shall not be liable either jointly or severally for damage to person or property of the Lessee, his employees, licensees, or invitees, while the same are within the geographical limits of the storage facility that is occasioned by fire, explosions, theft, collision, acts of God, or any other cause. Lessor has made a diligent effort to secure said premises from theft or damage to the stored property, but it shall be the responsibility of the Lessee or his invitees to insure, at his own expenses, the property stored on the premises against said losses.
6. Lessee agrees to exercise due care in the occupation, possession, and use of the above stated storage and to vacate the same in good condition, wear and tear occasioned by normal use expected.
7. Lessee agrees to disconnect or remove all batteries from personal property stored on the premises.

Emergency contact information:

Name: Mike Holmstrom

Address: 2810 Elida Drive
Grand Rapids, MN 55744

Phone: 218 484-5253 Office Direct

Phone: 1 218 343-7617 Mobile

Email: mike@grandrapidsmarine.com



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 27, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2573

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Roger Clark

AGENDA ITEM:

Approve Storage Lease Agreement with RK Motorsports

BOARD ACTION REQUESTED:

Approve Storage Lease Agreement with RK Motorsports and authorize necessary signatures.

BACKGROUND:

The purpose of the lease is for 2022-2023 winter boat storage at the fairgrounds. The lease amount of \$9,847.50 is based on square feet of building space used and the proceeds will be sent to the Itasca Agricultural Association to be placed into the fairgrounds maintenance fund. The security deposit will be held by Itasca County.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. 2022 Storage Lease Agreement_RK Motorsports

09/20/2022

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 09/27/2022 2:30 PM
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RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Burl Ives
AYES:	Terry Snyder, Leo Trunt, Burl Ives
ABSENT:	Davin Tinquist, Ben DeNucci

County of Itasca, Minnesota Lease Agreement

This Agreement is made effective this 27th day of September 2022 by and between **Itasca County** ("Lessor"); and **RK Motorsports**, ("Lessee"). For good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge the parties agree as follows:

1. **Authority.** This Agreement is granted pursuant to the provisions of Minnesota Statutes Section 373.01, Subdivision(1)(a)(4) and Minnesota Statutes Section 398.32, Subdivision 3.
2. **Premises.** Lessor in consideration of the terms, conditions and contracts contained herein, and subject to such special conditions as are set forth in the Special Conditions attached hereto and made a part hereof and marked as **Exhibit A**, attached hereto and made a part hereof, and the payment of the Lease Agreement Fee to be paid by Lessee, Lessor hereby leases to the Lessee, subject at all times to sale, contract and use for other purposes, the non-exclusive rights in the described Premises as set forth below:

- | | |
|--|--|
| ☐ A - Cattle barn | ☐ B - Horse barn |
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| ☐ F - United Methodist Church | ☐ H - New Moose Club |
| ☐ I - Corn Palace | ☐ J - Solid Rock |
| ☐ K - Bingo Hall | ☐ L – Eagles |
| ☒ M - All Purpose | ☐ N - Announcement Booth |
| ☐ O - Children’s barn | ☐ P – Restroom |
| ☐ Q - 4H Food Booth | ☐ T - Conservation Building |
| ☐ V - Agriculture/Horticulture Building | ☐ W - 4H Exhibit |
| ☒ X - Commercial Exhibit | ☐ Y - Committee on Aging |
| ☐ Z - Arts and Craft | ☐ AA – Gazebo |
| ☐ CC - Old Beer Garden | ☐ DD - DNR Building |
| ☐ EE - Grand Stand | ☐ FF – Storage |
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| ☐ Grounds | ☐ Parking Lot |
| ☐ Race Track | ☐ Horse Arena |

2.1 Personal Property/Fixtures: Personal Property or fixtures within the Premises shall not be deemed leased under this Agreement, unless otherwise authorized in writing.

3. **Warranties.** Lessor does not warrant its title to the premises nor undertake to defend the Lessee in the peaceable possession or use thereof. No covenant of quiet enjoyment is made. Lessee shall indemnify and hold Lessor harmless from any and all claims for damages against Lessor by third parties as a result of this Agreement.

4. **Exhibits.** This Lease Agreement is subject to such special conditions as are set forth in the Special Conditions Supplement attached hereto and made a part hereof and marked as Exhibit A. This Lease Agreement is subject to such terms as are set forth in Exhibit B as to insurance and indemnification.

5. **Term.** The term of this Agreement shall commence on the date set forth above and shall end at 12:00 a.m. on May 15th, 2023. The term of this Agreement is subject to termination pursuant to the default provisions in paragraph 10 herein. The Agreement may be extended or modified if provided for in the Special Conditions marked as Exhibit A.

6. **Lease Agreement-Fee.** Lessee shall pay to Lessor a non-refundable Lease Agreement Fee of \$ 9,847.50 for the non-exclusive rights to the Premises as set forth above or as set forth in the Special Conditions marked as Exhibit A.

7. **Security Deposit.** Simultaneously with the execution of this Lease, Lessee shall deposit with Lessor the sum of Two Thousand Dollars (\$2,000.00) as a security deposit. Such security deposit shall be considered as security for the payment and performance by Lessee of all of Lessee's obligations, covenants, conditions and agreements under this Lease. Upon the expiration of the term hereof, Lessor shall, provided that Lessee is not in default under the terms hereof, return and pay back such security deposit to Lessee as set forth below. In the event of any default by Lessee hereunder, Lessor shall have the right, but shall not be obligated, to apply all or any portion of the security deposit to cure such default, in which event Lessee shall be obligated to promptly deposit with Lessor the amount necessary to restore the security deposit to its original amount.

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7.2 The Security Deposit may be applied to offset any cleanup that has not been completed during or after the Rental. Review of all Premises will be conducted prior to and following the Term of this Agreement. Deposits will be returnable up to two weeks after the termination of this Agreement and only if no cleanup is needed. In the event of the cost of cleanup exceeds the amount as set forth above the Lessee will be liable for the balance of the cost.

8. Encumbrance. This Agreement is subject to all existing easements, rights-of-way, licenses, contracts, commingling contracts and other encumbrances upon the Premises and Lessor shall not be liable to Lessee for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that holder thereunder.

9. Maintenance. Lessee shall maintain the Premises in good repair, keeping them safe and clean, removing all refuses and debris that may accumulate, to the extent consistent with sound and customary practices. Lessee shall comply with all laws affecting the Premises, including Federal, state or local statute, law, rule, regulation or ordinance, unless otherwise exempt.

10. Termination. The Lessor has the right to cancel this Agreement for nonpayment of any amount due under this Agreement or other violation of the terms and conditions of this Agreement. Termination of this Agreement does not relieve the Lessee from any liability for payment or other liability incurred under this Agreement.

10.1 This Agreement may be cancelled by the Lessor, if the Lessee has failed to secure all permits/licenses and approvals if any are necessary for the Lessee's approved activity as stated on the Special Conditions marked as Exhibit A.

10.2 Lessee shall, on the termination date, or earlier as provided for in this Agreement, peaceably and quietly surrender the Premises to the Lessor in a condition satisfactory to the Lessor. If the Lessee fails to surrender the Premises on the termination of this Agreement, the Lessor may obtain a court order as permitted by law to eject or remove the Lessee from the Premises and Lessee shall indemnify the Lessor for all expenses incurred by the Lessor.

10.3 In addition, Lessee shall remove all of Lessee's personal property at Lessee's expense, from the Premises prior to or at the termination date and time per this Agreement. Any personal property remaining shall be considered abandoned and shall be disposed of by the Lessor according to law. If this Agreement is terminated prior to its termination date, the Lessee shall not be relieved of any obligation incurred prior to termination.

10.4 Lessee acquires no additional rights by holding the Premises after termination and shall be subject to legal action for removal.

10.5 If Lessee defaults in compliance with its obligations under this Agreement, Lessor shall have the right in its exclusive discretion to permit Lessee to cure, and Lessor shall have the right upon Lessee's failure to cure such default within 10 days after receipt of written notice specifying such default, to seek such remedies or combination of remedies as may be available at law or in equity, including without limitation specific performance, damages, or termination of this Agreement. Lessor's remedies shall expressly include the right to evict Lessee and take possession of the Premises.

10.6 Lessee may terminate this Agreement for good cause, which will be at the discretion of the Lessor. In the event that this Agreement is terminated for good cause at

the discretion of the Lessor, the lease-fee shall not be refundable, and the security deposit shall be handled in accordance with numbers 7, 7.1, and 7.2 above.

11. Right of Entry. Lessor, or its agents, contractors, or employees shall have the right to enter upon and into said Premises at any time to inspect the same. Such inspection shall not unreasonably hinder or interrupt the operations of the Lessee, except in cases where emergency entry is necessary to preserve the Premises and other property.

12. Liability. This Agreement shall not be construed as imposing any liability on the Lessor for injury or damage to the person or property of the Lessee, or to any other persons or property, arising out of any use of the Premises, or under any other easement, right-of-way, license, lease or other encumbrance now in effect.

12.1 Indemnification. Lessee agrees to defend, indemnify and hold harmless Lessor, its elected officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney fees resulting directly or indirectly from any act or omission of Lessee, anyone directly or indirectly employed by them and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Agreement and against all loss by reason of failure of said Lessee to perform fully, in any respect, all obligations under this Agreement. See Exhibit B.

12.2 Insurance. Lessee agrees at all times during the term of this Agreement to have and keep in force insurance, either under a self-insurance program or separate insurance policy, as indicated and shown in attached Exhibit B and/or the Special Conditions marked as Exhibit A.

12.3 The Lessor reserves the right to terminate, suspend or rescind any Agreement not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Lessee. All insurance policies shall be open to inspection by the Lessor, and copies of policies shall be submitted to the Lessor upon written request.

13. Banned Substances. Lessee agrees that no tobacco products, drugs, or illegal substances of any kind shall be sold or distributed on the premises under any circumstances. Alcohol may be served or sold if Lessee is properly licensed/permitted by the appropriate licensing/permitting authority and as authorized in the Special Conditions marked as Exhibit A. Lessee understands that any violation of this paragraph shall give the Lessor the rights to terminate this Agreement without penalty to the Lessor, and permanently bar Lessee, or any member or guest of lessee, from the Premises.

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and operation of the Premises and for the Lessor employees or other authorized representatives to enter and exercise their authority at the Premises at any time. The Lessor also reserves the right, but not the duty, through its employees and representatives, to eject any objectionable person or persons from the Premises and Lessee hereby waives any and all claims for damages against the Lessor or any of its representatives resulting from the exercise of this authority.

16. Recovery of Expenses. If it is necessary for the Lessor to incur expenses by court action or otherwise for the ejectment of Lessee or Lessee's invitees, or the removal from the leased premises of the Lessee's or Lessee's invitee's personal property, or recovery of the amount due under this Agreement, or for any other remedy of the Lessor under this lease, and the Lessor prevails in the court action or otherwise, then the Lessee shall pay to the Lessor all expenses, including attorney's fees, thus incurred by the Lessor.

17. Severability. If any clause or provision of this Agreement is or becomes illegal, invalid or unenforceable because of present or future laws or any rule or regulation or ordinance, unless exempt, the intentions of the Lessor and Lessee here is that the remaining parts of this Agreement shall not be affected thereby.

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Lessor

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c/o Land Commissioner
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Itasca Lessor Auditor
Lessor Courthouse
123 NE 4th Street
Grand Rapids, Minnesota 55744

Lessee

RK Motorsports.
Rick Krueth
36198 Pincherry Rd
Cohasset, MN 55721

21. Compliance with Laws. Lessee shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations, unless exempt, now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, programs and staff for which Lessee is responsible.

22. Records Audition and Retention. Lessee's books, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Agreement are subject to the examination, duplication, transcription and audit by the County and either the legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Agreement. Lessee agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress required a longer retention period.

23. Waiver. Any waiver by either party of any provision of this Contract shall not imply a subsequent waiver of that or any other provision.

24. Assignment. Lessee shall not encumber or assign this Agreement or sublet the Premises or any part thereof without prior written consent of Lessor. No action of Lessor in collecting payment from any sublessee, assignee, or occupant shall constitute a waiver hereof.

25. Final Agreement. This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not herein contained.

25.1 If this Agreement conflicts with a Special Conditions, the Special Conditions shall control.

EXECUTION

IN WITNESS WHEREOF, the Lessor has caused this Agreement to be signed by its duly authorized officers and the Lessee has hereunto set its hand.

Dated this **27th** day of **September 2022**.

Lessee: RK Motorsports

Lessor: County of Itasca

By: _____

By: _____

Its _____

Its _____
Chair of the Board of Commissioners

By: _____

Its _____
Clerk of the Board of Commissioners

APPROVED AS TO FORM & EXECUTION

By: _____
Itasca County Attorney

Special Conditions Supplement
Event Agreement
Exhibit A

This document shall be considered the Special Conditions to the Lease Agreement between **Itasca County**, hereinafter referred to as “Lessor”, and **RK Motorsports**, hereinafter referred to as “Lessee”, which was made effective on the **27th** day of **September 2022**.

Both Lessor and Lessee mutually agree to the following in addition to the terms contained in the Lease Agreement made effective on **27th** day of **September 2022**.

Please describe activities below:

Vehicle and equipment storage using identified buildings of the Fairgrounds Park as indicated in the Lease Agreement and/or below:

Poultry Barn, Multi-Purpose Building, and Commercial Building

Buildings used for storage per this agreement include:

Name	SQ Ft	Name	SQ Ft
Poultry Barn	2625	_____	_____
Multi-Purpose	4284	_____	_____
Commercial Building	8241	_____	_____
_____	_____	_____	_____

Price will be based on **.65** per square foot. Total Sq ft **15,150 X .65 = \$9,847.50**

Starting date for rental space will be **September 27th, 2022**. All personal property shall be removed by **May 15th, 2023**

Both parties of this contract mutually agree to the following in addition to the terms contained in the Lease Agreement.

1. Lessee agrees to pay a per square foot fee of the entire building occupied by Lessee. All payments will be collected prior to occupying the building.

2. Lessee will be provided a key to the building and will be responsible for all placement and removal of all personal property.
3. Lessee hereby accepts liability for any and all damages to the above stated rental space and every part thereof caused by Lessee, his employees, lessees, or invitees, which occur during the period of this agreement.
4. Lessor, or his agents or employees, reserves the right to go upon the premises whenever Lessor deems it necessary to preserve person or property, for safety or for maintenance of the storage facility, but Lessor assumes no responsibility for tending to any property stored in said facility.
5. Lessor shall not be liable either jointly or severally for damage to person or property of the Lessee, his employees, licensees, or invitees, while the same are within the geographical limits of the storage facility that is occasioned by fire, explosions, theft, collision, acts of God, or any other cause. Lessor has made a diligent effort to secure said premises from theft or damage to the stored property, but it shall be the responsibility of the Lessee or his invitees to insure, at his own expenses, the property stored on the premises against said losses.
6. Lessee agrees to exercise due care in the occupation, possession, and use of the above stated storage and to vacate the same in good condition, wear and tear occasioned by normal use expected.
7. Lessee agrees to disconnect or remove all batteries from personal property stored on the premises.

Emergency contact information:

Name: Rick Krueth (DBA)

Address: 36198 Pincherry Rd
Cohasset, MN 55721

Phone: 218 256-2193 Office Direct

Email: Rkmotors@Paulbunyan.net



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 27, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2197

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:

1. Citizen Input Sign-In Sheet
2. Citizen Input - Lynn Ettl

RESULT:

INFORMATIONAL - NO ACTION TAKEN

**CITIZEN INPUT
SIGN-UP SHEET**

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.

By signing, you agree that you have read and agree to the terms set forth above.

Greg C. Miller
Ryan M. Ehl

September 27, 2022

Itasca County Board of Commissioners
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, Minnesota 55744

Re: Request for funds for Bowstring Airport

Dear Commissioners:

My name is Lynn Ettl. My address is 46243 East Shore Trail, Deer River, Minnesota. I live approximately two miles from the Bowstring Airport. My husband and I built our home in 2001 and began living here full time in 2015. We have always enjoyed the natural beauty and recreation that the Bowstring Airport provides to our surroundings.

It has come to my attention that the issue of providing funds for the maintenance and use of the Bowstring Airport by Itasca County has come under dispute. I am here to give you a few reasons why I feel the airport is necessary for the surrounding community. First of all, Bowstring Airport is asking for approximately \$30,000 annually. If Itasca County provides funds for the airport, then the State of Minnesota will also. I am unsure of the total amount of Itasca County's annual budget, however, I am sure, with emphasis on the word sure, that \$30,000 is a very small number when it comes to the budget.

The \$30,000 would help to ensure the maintenance of the airport continues, it would ensure emergency preparedness and response for the surrounding area, and it also would help to ensure continued recreation access to the surrounding area.

1. The airport requires maintenance to operate. The maintenance includes lawn mowing and snowplowing, electric surveillance so the lights for the landing strip work after dark, and maintenance for the airport building which is nothing more than a trailer.

2. When it comes to emergency preparedness and response, the airport provides an extremely large area which can house airplanes, helicopters, and fire vehicles. Our general area is located at least 20 miles from the nearest fire and medical emergency response personnel. With the airport fully functional, emergency medical personnel can be available to handle any emergency. Also, if there is a forest fire, which we are seeing more of these days, the airport provides a large open area for all types of equipment necessary to fight forest fires. It could be used as a staging area for the equipment.

3. The airport provides a beautiful and fully functional landing strip for airplanes to land. These plane owners can store their vehicle at the airport or make arrangements ahead of time for someone to come and pick them up, and thereby people are able to enjoy our beautiful surrounding area for a vacation like no other.

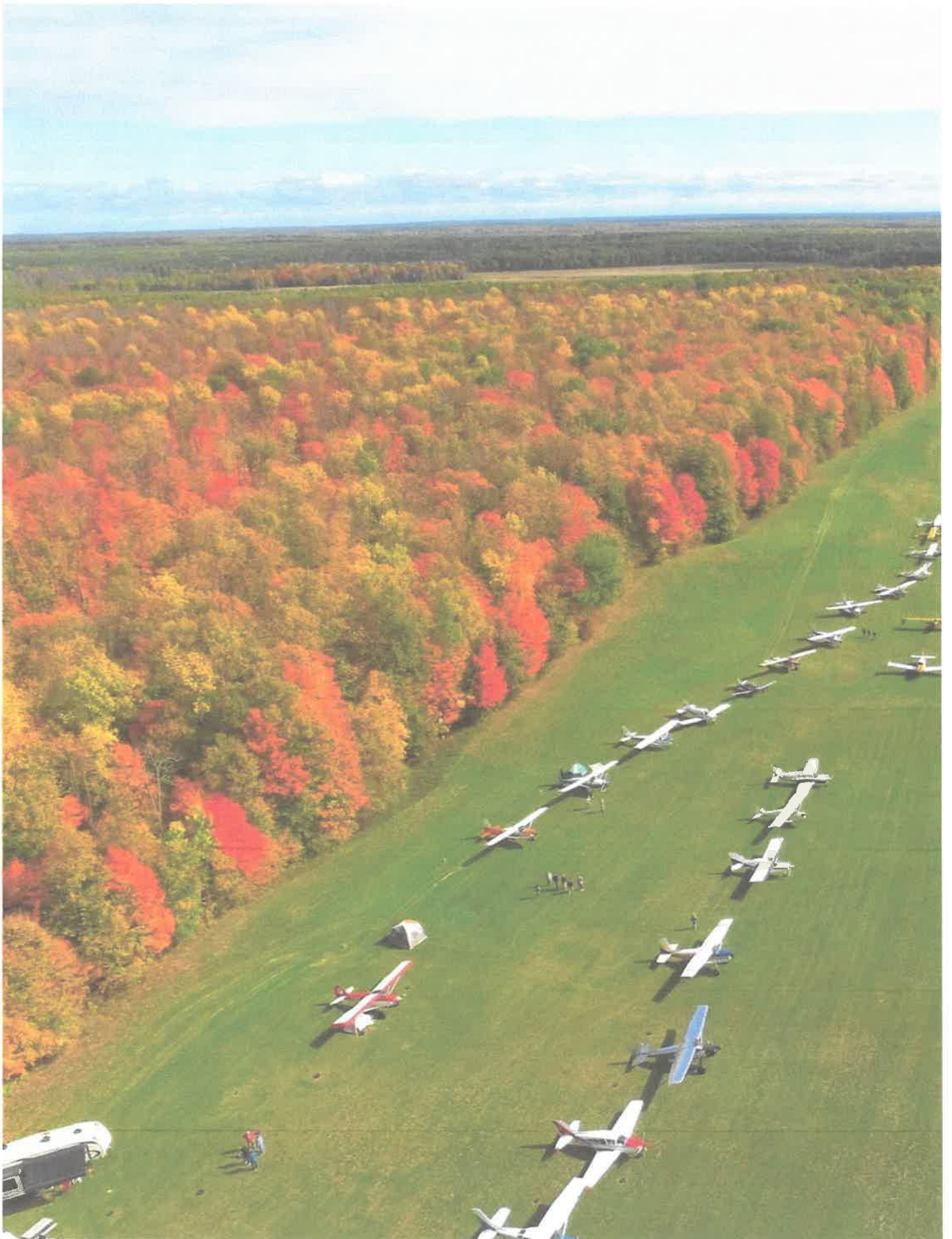
On Saturday, September 24, 2022, the Bowstring Airport held their annual Fly-In event. All of the Board Commissioners were invited to view the airport, learn about the many benefits that our airport adds to the community, and talk to the Bowstring Airport representatives. Unfortunately no one came. I have attached a photo of last year's Fly-In which illustrates the natural beauty and the large air traffic that our beautiful airport attracts.

On Saturday at the Fly-In it was mentioned that one reason Itasca County does not want to commit to the annual amount of \$30,000 for our airport is because they did not want to tie the new board members' hands to a budgeted amount for our airport. If that truly is the case, then how can any individual amount ever be approved in a budget? Also, it was mentioned that Itasca County does not want to be responsible for the liability of the airport. I am a retired court reporter. I was a freelance court reporter for 25 years. My radius that I covered was from Duluth-Superior to Sheboygan, Wisconsin to LaCrosse, Wisconsin to Caledonia, Minnesota to Redwood Falls, Minnesota. It was a very large territory. I drove approximately 35,000 miles a year. Never in my 25 years did I have a lawsuit concerning an airport, never.

I would like to give one example of an emergency that I personally am aware of that because there was a place for a helicopter, a man's life was saved. A man I know had a major heart attack while he was at his cabin which was located on an island near Bena. The resort from where he would leave to go to his cabin on the island was able to notify emergency medical personnel and the LifeLink helicopter was able to land, pick him up from a short ambulance ride, and took him to Bemidji where his life was saved. Now, the point is there was an area large enough for the helicopter to land. His life was saved. Bowstring Airport has already provided the area for an emergency similar to this to help save a person's life. If the airport is closed, that emergency service is no longer available. I have to ask each of you, is your life worth \$30,000? I think each of you will answer yes. Even if the airport saves one life, the small dollar amount needed each year for the airport's survival is worth it! Please look beyond the idea of just some pilots wanting to have fun and see that this airport provides lifesaving services, firefighting services, and improves our area's tourism.

Respectfully submitted,
Lynn Ettl
46243 East Shore Trail

Deer River, MN 56636
651-303-8248





**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 27, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2584

DEPARTMENT: Human Resources

PRESENTER: Brett Skyles

TIME REQUESTED: < 5 Minutes

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 Troy Anderson, Corrections Deputy, Sheriff Department effective September 19, 2022.
- Welcome to new employee Christine Blackburn, Legal Secretary, Attorney Department, effective September 19, 2022.
- Farewell to Maria Dumke whose last day as Legal Secretary, Probation Department, will be September 23, 2022 after 16+ years of service .
- Welcome to new employee Jistine Casey, Legal Secretary, Attorney Department, effective September 26, 2022.
- Farewell to Lynn Hart whose last day as Human Resources Director will be January 10, 2023 (last day in the office will be September 30, 2022) after 18 years of service.

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION: None

RESULT:

INFORMATIONAL - NO ACTION TAKEN



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 27, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2154

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 September 30, 2022, in the amount of \$2,556,922.37.

BACKGROUND:

N/A

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Leo Trunt
AYES:	Terry Snyder, Leo Trunt, Burl Ives
ABSENT:	Davin Tinquist, Ben DeNucci



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 27, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2127

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 September 2022, in the amount of \$1,113,813.33.

BACKGROUND:

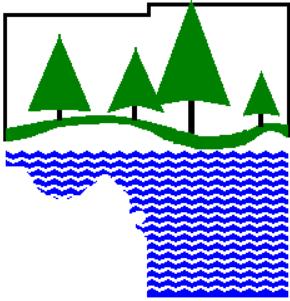
N/A

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. ICHHS Warrants - September 2022

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Burl Ives
AYES:	Terry Snyder, Leo Trunt, Burl Ives
ABSENT:	Davin Tinquist, Ben DeNucci



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

September 2022

Income Maint/Admin Payments	\$ 131,862.38
Social Services - Waivers	\$ 12,895.77
Social Services - Non-Waivers	\$ 393,862.22
Foster Care/Out of Home/FamilySupport	\$ 499,453.55
Relative Custody/Preventive Placement Costs/Incidentals	\$ 47,676.90
Public Health	\$ 27,110.08
Community Health Board	\$ 952.43
Total	\$ 1,113,813.33

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.

September 2022
Out of Home Placement Breakdown

Foster Care/Out-of-Home/Family Support Comparison					
	Actual 2022	Actual 2021	Actual 2020	Actual 2019	Actual 2018
January	433,150.76	375,450.87	459,792.92	304,901.00	403,335.16
February	348,631.48	276,036.33	591,619.05	395,125.46	317,598.86
March	390,198.68	470,336.10	503,054.15	481,292.60	401,231.62
April	552,814.60	327,746.28	447,083.94	369,984.89	486,982.25
May	487,698.28	435,540.15	533,038.47	431,360.66	326,329.84
June	585,853.92	453,742.31	382,221.73	511,262.03	511,990.80
July	400,212.87	295,647.79	361,553.69	374,861.55	345,911.09
August	484,467.08	406,809.83	324,126.58	553,349.32	420,305.34
September	499,454.00	351,501.34	388,223.65	454,942.93	346,840.99
October		253,884.89	482,584.01	535,920.86	505,385.69
November		424,163.31	397,425.90	420,910.89	379,374.21
December		280,089.95	351,799.88	222,554.78	410,475.92
Total	4,182,481.67	4,350,949.15	5,222,523.97	5,056,466.97	4,855,761.77

Child Protection Statistics					
	Maltreatment Reports	Opened for Assessment	% Opened	Children Placed	% Placed of Open
January	44	27	61%	5	19%
February	52	21	40%	4	19%
March	42	21	50%	9	43%
April	56	32	57%	14	44%
May	56	35	63%	8	23%
June	53	19	36%	3	16%
July	47	20	43%	12	60%
August	39	16	41%	6	38%
September	46	19	41%	8	42%
October			#DIV/0!		#DIV/0!
November			#DIV/0!		#DIV/0!
December			#DIV/0!		#DIV/0!
	435	210	#DIV/0!	69	#DIV/0!
			average		average

September 2022
Out of Home Placement Payments by Vendor

		Rate	Invoices Paid
Northwestern MN Juvenile	-	\$200-\$340/day	\$ 91,321
Mille Lacs Academy	-	\$334 - \$403/day	\$ 59,470
North Homes	-	\$175 - \$365/day	\$ 57,154
The Bridge Residential Facility	-	\$250/day	\$ 54,859
Northwood	-	\$294-\$331/day	\$ 48,761
Itaskin Juvenile Center	-	\$175 - \$328/day	\$ 25,295
Snyders/Foundation for Life	-	\$122/day	\$ 24,998
MCF - Redwing	-	\$215/day	\$ 15,190
Go Forward Group Home	-	\$245/day	\$ 10,290
Heartland Girls Ranch	-	\$249 - \$316/day	\$ 9,079
Little Sand Group Home	-	\$240/day	\$ 8,871
Village Ranch	-	\$175 - \$231/day	\$ 6,836
Lutheran Social Services	-	\$148-\$194/day	\$ 3,801
Dakota County Juvenile Serv	-	\$325 - \$340/day	\$ 325
Anoka County Juvenile Center	-	\$226 - \$282/day	\$ -
Arrowhead Juvenile Center	-	\$250/day	\$ -
Bar None	-	\$475/day	\$ -
Evergreen Shelter	-		\$ -
Kidspeace Corp	-	\$266/day	\$ -
Kindred Family Focus	-		\$ -
Lighthouse	-	\$128/day	\$ -
MN Dept of Corrections	-	\$269/day	\$ -
New Trails Group Home	-	\$242/day	\$ -
Northstar	-	\$128/day	\$ -
Pathfinders Children Treat	-	\$106/day	\$ -
Peace House	-	\$115/day	\$ -
Port Group Homes	-	\$178/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	\$ 83,204
Total			\$ 499,453

*Individuals : Includes Foster Care & Family Support Programs



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 27, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2473

DEPARTMENT: Health & Human Services

TIME REQUESTED: 10 Minutes

PRESENTER: Kelly Chandler

AGENDA ITEM:

COVID-19 Update

BOARD ACTION REQUESTED:

Receive informational update regarding COVID-19.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:

INFORMATIONAL - NO ACTION TAKEN



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 27, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2116

DEPARTMENT: Health & Human Services

TIME REQUESTED: 15 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. Q2 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, September 27, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2577

DEPARTMENT: University of Minnesota Extension **TIME REQUESTED:** 5 Minutes
PRESENTER: Rebecca Rasmussen

AGENDA ITEM:
4-H Week Proclamation

BOARD ACTION REQUESTED:
Adopt the Resolution Re: 4-H Week Proclamation, which proclaims October 2-8, 2022 as 4-H Week in Itasca County, as is celebrated nationwide.

BACKGROUND:
To recognize 4-H for the significant impact it has made and continues to make by empowering youth with the skills they need to lead for a lifetime.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Burl Ives
AYES:	Terry Snyder, Leo Trunt, Burl Ives
ABSENT:	Davin Tinquist, Ben DeNucci



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 27, 2022

RESOLUTION 2022-60

RE: 4-H WEEK PROCLAMATION

WHEREAS, 4-H is America's largest youth development organization, having supported almost six million youth across the country thus far; and

WHEREAS, 4-H has helped 351 youth in Itasca County to become confident, independent, resilient, and compassionate leaders; and

WHEREAS, 4-H is delivered by Cooperative Extension – a community of more than 100 public universities across the nation that provides experiences where young people learn by doing in hands-on projects in areas including health, science, agriculture, and citizenship; and

WHEREAS, National 4-H Week showcases the incredible experiences that 4-H offers young people, and highlights the remarkable 4-H youth in Itasca County who work each day to make a positive impact on those around them; and

WHEREAS, 4-H's network of 600,000 volunteers and 3,500 professionals provides caring and supportive mentoring to all 4-H'ers, helping them to grow into true leaders, entrepreneurs, and visionaries.

NOW, THEREFORE, BE IT RESOLVED that we, the Itasca County Board of Commissioners, do hereby proclaim October 2-8, 2022 as National 4-H Week throughout Itasca County, and encourage all of our citizens to recognize 4-H for the significant impact it has made and continues to make by empowering youth with the skills they need to lead for a lifetime.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Burl Ives
AYES:	Terry Snyder, Leo Trunt, Burl Ives
ABSENT:	Davin Tinquist, Ben DeNucci

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 27th day of September A.D. 2022 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 27th day of September A.D. 2022.

Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 27, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2576

DEPARTMENT: Environmental Services

TIME REQUESTED: 10 Minutes

PRESENTER: Tom Nelson, Austin Steere

AGENDA ITEM:

Shoreland Stewardship Awards

BOARD ACTION REQUESTED:

Shoreland Stewardship Award presentation by ICOLA and SWCD.

BACKGROUND:

The Shoreland Stewardship Awards have been presented during a County Board meeting for several years. This award promotes the protection of the County's waters by both residents and resorts/camps on the shoreland.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Shoreland Stewardship Award Recipient Photos

RESULT:

INFORMATIONAL - NO ACTION TAKEN

WA-GA-THA-KA

ON LAKE WABANA

wa-ga-tha-Ka.com









**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 27, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2579

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: Ron Oleheiser

AGENDA ITEM:

National Hunger and Homelessness Awareness Month

BOARD ACTION REQUESTED:

Adopt the Resolution Re: National Hunger and Homelessness Awareness Month in Itasca County, which designates the month of November 2022 as National Hunger and Homelessness Awareness Month in Itasca County.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. 2022 Itasca County Hunger and Homelessness Awareness Events

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Leo Trung
AYES:	Terry Snyder, Leo Trunt, Burl Ives
ABSENT:	Davin Tinquist, Ben DeNucci



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 27, 2022

RESOLUTION 2022-61

RE: NATIONAL HUNGER AND HOMELESSNESS AWARENESS MONTH IN ITASCA COUNTY

WHEREAS, the National Coalition for the Homeless and National Student Campaign Against Hunger and Homelessness are sponsors of and have set November 2022 as National Hunger and Homelessness Month and November 12-20, 2022, as National Hunger and Homelessness Awareness Week; and

WHEREAS, the purpose of the proclamation is to educate the public about the many reasons people are hungry and homeless including the shortage of affordable housing in Itasca County for very low income residents; and to encourage support for homeless assistance service providers as well as community service opportunities for students and school service organizations; and

WHEREAS, the intent of Hunger and Homelessness Awareness month is consistent with local organizations who are committed to sheltering, providing supportive services as well as meals, basic needs and supplies to the homeless including; Kootasca Community Action, AEOA, Grace House, Northland Counseling Center, Salvation Army, Itasca County Veterans Services, Leech Lake Band of Ojibwe, Itasca County Health and Human Services, First Call for Help, Advocates for Family Peace and other Housing Issues Advisory Committee members; and

WHEREAS, the Itasca County Board of Commissioners recognizes that hunger and homelessness continues to be a serious problem for many individuals and families in Itasca County; and

WHEREAS, people experiencing unsheltered homelessness (those sleeping outside or in places not meant for human habitation) may be at risk for poor health conditions. Lack of housing contributes to poor physical and mental health outcomes, and connections to permanent housing for people experiencing homelessness should continue to be a priority.

NOW THEREFORE BE IT RESOLVED that the Itasca County Board of Commissioners hereby proclaims the month of November 2022 as Itasca County Hunger and Homelessness Awareness Month and November 12-20 as Itasca County Hunger and Homelessness Awareness Week.

BE IT FURTHER RESOLVED that the Itasca County Board of Commissioners encourages all citizens to recognize that many people do not have housing and need support from citizens, and private/public non-profit service entities.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Leo Trunt
AYES:	Terry Snyder, Leo Trunt, Burl Ives
ABSENT:	Davin Tinquist, Ben DeNucci

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 27th day of September A.D. 2022 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 27th day of September A.D. 2022.



Administrator

2022 ITASCA COUNTY HUNGER AND HOMELESS AWARENESS EVENTS



National Hunger & Homeless Awareness Week is November 12th – Nov 20th, 2022
Join us for Itasca County Homeless Awareness Events

HOMELESS AWARENESS SUNDAY November 13th KICK-OFF
Participating Churches will RAISE UP Homelessness in our County

AT HOME CHALLENGE: Take a Moment - Read a Poem, Educational Article or Conduct Random Act of Kindness

Wednesday November 16th Central School Grounds
Soup on the Streets & Hat-Mitten Drive

3-5 pm Gather at Central School Grounds

Reading Proclamation * Awareness Stand Along the Sidewalk

Donations Accepted of New Winter Hats, Mittens & Scarves-ALL ages

Soup & Water Provided

Thursday November 17th Hunger and Housing Educational Panel
9:30 – 12noon KOOTASCA Conference Room Central Square Mall

GRACE House, KOOTASCA Community Action, Inc. Northland Counseling Center, Coordinated Entry (Homeless Response System), CLI (Community Living Infrastructure), AEOA Youth Services, Second Harvest Food Bank, North Homes Children & Family Services, and Itasca County Housing Redevelopment Authority

Questions Please Call Gail 218-999-0833 or Haley 218-999-0832

HOMELESSNESS AND HUNGER IN ITASCA COUNTY 2021

GRACE House Homeless Shelter 183 guests overall. 149 adults, 34 children, 21 families totaling 3352 bed nights. Served 2566 meals and 1569 motel rooms.

AEOA Youth Services 4 utilized emergency shelter vouchers, 1 rental deposit, 22 rent payments, 22 grocery cards, 8 gas cards and 3 phone cards.

HOPE HOUSE PEAR LAKE – Project Clean Start 12 women and 8 children in Transitional Housing Iris House, 15 women assisted with rent payments and deposit payments.

ADVOCATES FOR FAMILY PEACE Safe Emergency Housing for 40 individuals and 3 households in Transitional Housing.

KOOTASCA Community Action, Inc Transitional housing to 11 single homeless men, 4 families with children and total of 26 participants. Moved 89 un-housed households into permanent housing and prevented homelessness for 48 households. Distribution of 986 food boxes in Deer River.

SECOND HARVEST FOOD BANK Itasca County Food Shelf Distribution sites served 20,783 individuals with 675,586 pounds of foods. (Bigfork, Nashwauk, Deer River & Grand Rapids) Mobile Pantry Popups were offered at 18 sites across the county.

FIRST CALL 211 Housing Related Coordinated Entry 221, Emergency Rent 124, Rental Payment Assistance 82, Homeless Family Assistance 48 and 34 food and meal provisions.

SALVATION ARMY 43 homeless individuals were served with Rapid Re-Housing Services and moved into permanent housing.

NORTHLAND COUNSELING CENTER Completed 455 BRIDGES applications with people experiencing homelessness. Served 111 person with Long Term Homeless rental assistance.

The list does not reflect all the homeless and food provision services in Itasca County



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 27, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2581

DEPARTMENT: Administrative Services

TIME REQUESTED: 15 Minutes

PRESENTER: Terry Snyder, Burl Ives

AGENDA ITEM:

No Net Gain of Public Land Resolution

BOARD ACTION REQUESTED:

Discuss a No Net Gain of Public Land Resolution

BACKGROUND:

The loss of potential tax base in Itasca County is a continual concern for the Board of Commissioners. The loss of private land into a public sector status has potential tax revenue implications that need to be addressed. Other counties in our region have passed No Net Gain or No Net Loss resolutions to protect tax base.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. 14072206 No Net Gain of Public Land Resolution

It was the consensus of the County Board to appoint Commissioners Snyder and Ives to an ad hoc committee, along with the County Attorney and County Administrator, to continue the discussion.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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Board of Commissioners
Lake County Courthouse
601 Third Avenue
Two Harbors, MN 55616
Phone: 218-834-8320 Fax: 218-834-8360
Website: co.lake.mn.us

First District - Peter Walsh
Second District - Derrick Goutermont
Third District - Brad Jones
Fourth District - Jeremy Hurd
Fifth District - Rich Sve

RESOLUTION NO. 14072206

NO NET GAIN OF PUBLIC LAND RESOLUTION

WHEREAS, the geography of Lake County is predominately rural with over eighty-three percent of the acreage under Federal, State, or County control; and

WHEREAS, State and Federal agencies acquisition of private land in Minnesota erodes the tax base in the counties in which they are acquired; and

WHEREAS, the tax base from the acreage which is privately owned is very consequential to the County and the County deems the rural tax base should be protected; and

NOW, THEREFORE, BE IT RESOLVED; Lake County hereby establishes a 'No Net Gain of Public Land Resolution'.

BE IT FURTHER RESOLVED; that no new lands may be acquired in Lake County by the State or Federal agencies via purchase, environmental land trust, or other method, unless those potential acquisitions have been brought to, and approved by, the Lake County Board.

BE IT FURTHER RESOLVED; that while Lake County opposes any gain of public lands, the County may support a transitory increase in public land as long as there is a long term plan in place between the County and State and/or Federal agencies to keep public land at eighty-three percent or less.

BE IT FURTHER RESOLVED; The County requests the State and Federal agencies complete an inventory of all lands currently owned in Lake County and evaluate each parcel for possible sale back to private ownership.

ADOPTED: July 22, 2014

Commissioner Jones moved the approval of the foregoing resolution and the same was declared adopted upon unanimous vote of all members present. Absent: Hurd

Laurel D. Buchanan
Administrative Clerk of the Board

AN EQUAL OPPORTUNITY EMPLOYER
COMMITTED TO SERVICE....UNITED IN SAFETY

RESOLUTION NO. 14072206
NO NET GAIN OF PUBLIC LAND RESOLUTION
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STATE OF MINNESOTA }
County of Lake } ss.
Office of Clerk of the Board }

I, Laurel D. Buchanan, Clerk of the Lake County Board of Commissioners, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 22nd day of July, 2014, and the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF MY OFFICE
at Two Harbors, Minnesota, this 25th day of July,
2014.



Laurel D. Buchanan
Clerk of the Board



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 27, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2585

DEPARTMENT: Administrative Services

TIME REQUESTED: 10 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Local Option Sales Tax Education Update

BOARD ACTION REQUESTED:

Receive update on Local Option Sales Tax education.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION: None

Motion To: Proceed with the Local Option Sales Tax (LOST) education process.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Burl Ives
AYES:	Terry Snyder, Leo Trunt, Burl Ives
ABSENT:	Davin Tinquist, Ben DeNucci



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 27, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2587

DEPARTMENT: Auditor / Treasurer

TIME REQUESTED: < 5 Minutes

PRESENTER: Gail Guck

AGENDA ITEM:

2023 Proposed Levy

BOARD ACTION REQUESTED:

Adopt the proposed tax levy for 2023 as \$41,266,142, a 0% increase over 2022; adopt the proposed unorganized fire levy as 3.5% of net tax capacity; adopt the proposed unorganized road & bridge levy as 13% of net tax capacity; and schedule a public meeting on Tuesday, December 13, 2022 at 6:00 p.m. in the Itasca County Boardroom, at which the public is allowed to speak and the budget and levy is discussed.

BACKGROUND:

The meeting may be part of a regularly scheduled meeting but must occur after 6:00PM. (MS 275.065 Subd1, 1d).

COUNTY ATTORNEY REVIEW: No

SUPPORTING DOCUMENTATION:

1. Itasca Ad_DRAFT NOT FINAL

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Leo Trunt
AYES:	Terry Snyder, Leo Trunt, Burl Ives
ABSENT:	Davin Tinquist, Ben DeNucci



ITASCA COUNTY RESIDENTS TO DECIDE HOW TO PAY FOR THE NEW COUNTY JUSTICE CENTER

During this November General Election, Itasca County voters will consider a single ballot question seeking a local sales tax of 1% to finance the county’s new Justice Center that is under construction in downtown Grand Rapids.

If the sales tax isn’t approved, the County Commission will need to increase property taxes by approximately 10% to cover the cost of the project.

The Minnesota Department of Corrections ordered the jail to cease operations by May 2023 due to its age, outdated design and security issues. The new Justice Center will address long-standing overcrowding problems, safety and security challenges, and failing infrastructure at the County’s old jail and courthouse facilities. The facility is on budget and on schedule to be fully operational in the fall of 2023.



WHY PROPOSE A LOCAL SALES TAX?

Itasca County is proposing the sales tax so that residents can decide whether to spread the cost of the new Justice Center among nonresidents who make purchases within the county.

Through the collections of a 1% sales tax, nonresidents would contribute 40% of the proceeds – or \$30 million – toward the cost of the Justice Center, according to research by the University of Minnesota Extension Center.

The sales tax would cost the average county resident \$53 per year, according to the university’s research. A 10% property tax increase would cost owners of a median-value home of \$180,000 about \$90 per year.

Itasca County has issued bonds to finance the \$75 million project. The 1% sales tax would be in place for up 30 years to provide the revenue to repay the bonds and expire once the bonds have expired. The sales tax cannot be extended or used for any other purpose unless authorized by the Minnesota Legislature and Itasca County voters.

LEARN MORE ABOUT THE JUSTICE CENTER PROJECT AND THE SALES TAX REFERENDUM AT:

ItascaCountyJusticeCenter.org

- Early Voting continues until Nov. 7
- Election Day is Nov. 8

