



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, November 22, 2022

2:30 PM

Itasca County Boardroom

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	Present	2:30 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

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

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

IV. MINUTES APPROVAL

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

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

V. CONSENT AGENDA

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

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

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

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

VI. REGULAR AGENDA

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

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

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

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

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

RESULT:	INFORMATIONAL - NO ACTION TAKEN
----------------	--

3. Commissioner Warrants

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

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

4. ICHHS Warrants

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

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

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

RESULT:	INFORMATIONAL - NO ACTION TAKEN
----------------	--

6. Board Consideration of 2023 Provider Request using ARPA Funds

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

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

7. 2023 ECPN Application

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

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

8. Land Department 2021 Annual Report

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

RESULT:	INFORMATIONAL - NO ACTION TAKEN
----------------	--

9. Court Appointed Attorney Contract

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

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

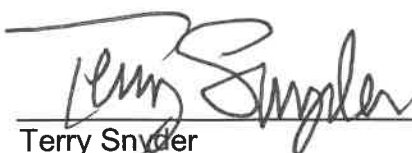
VII. COMMISSIONER COMMENTS

VIII. CLOSED SESSIONS

IX. ADJOURN

Chair Snyder adjourned the meeting at 3:40 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, November 22, 2022

RESOLUTION 2022-68

RE: YEAR 2023 SCHEDULE OF ITASCA COUNTY BOARD MEETINGS

WHEREAS, the Itasca County Board of Commissioners performs their duties as outlined in M.S. 375 and/or other statutes pertaining to the responsibilities of the Board; and

WHEREAS, the Itasca County Board of Commissioners conducts County Board meetings within the statutory limitations put forward in M.S. 13D, commonly known as the "Open Meeting Law", and

WHEREAS, it is the intent of the Itasca County Board of Commissioners to give notice to the citizenry, the employees, and/or others notice of their meetings; and

WHEREAS, work sessions are scheduled at 2:30 PM on the first and third Tuesday of the month, unless the usual date is on a holiday or a special meeting is scheduled with notice as outlined by M.S. 13D, in the Boardroom of the Itasca County Courthouse; and

WHEREAS, regular sessions are scheduled at 2:30 PM on the second and fourth Tuesday of the month, unless the usual date is on a holiday or a special meeting is scheduled with notice as outlined by M.S. 13D, in the Boardroom of the Itasca County Courthouse.

NOW THEREFORE BE IT RESOLVED, that the Itasca County Board of Commissioners adopts the following schedule for work sessions in the year 2023:

Tuesday, January 3, 2023	* Wednesday, July 5, 2023
Tuesday, January 17, 2023	Tuesday, July 18, 2023
Tuesday, February 7, 2023	Tuesday, August 1, 2023
Tuesday, February 21, 2023	Tuesday, August 15, 2023
Tuesday, March 7, 2023	Tuesday, September 5, 2023
Tuesday, March 21, 2023	Tuesday, September 19, 2023
Tuesday, April 4, 2023	Tuesday, October 3, 2023
Tuesday, April 18, 2023	Tuesday, October 17, 2023
Tuesday, May 2, 2023	Tuesday, November 7, 2023
Tuesday, May 16, 2023	Tuesday, November 21, 2023
Tuesday, June 6, 2023	Tuesday, December 5, 2023
Tuesday, June 20, 2023	Tuesday, December 19, 2023

BE IT FURTHER RESOLVED that the Itasca County Board of Commissioners adopts the following schedule for regular session in the year 2023:

Tuesday, January 10, 2023	Tuesday, July 11, 2023
Tuesday, January 24, 2023	Tuesday, July 25, 2023

Tuesday, February 14, 2023
Tuesday, February 28, 2023
Tuesday, March 14, 2023
Tuesday, March 28, 2023
Tuesday, April 11, 2023
Tuesday, April 25, 2023
Tuesday, May 9, 2023
Tuesday, May 23, 2023
Tuesday, June 13, 2023
Tuesday, June 27, 2023

Tuesday, August 8, 2023
Tuesday, August 22, 2023
Tuesday, September 12, 2023
Tuesday, September 26, 2023
Tuesday, October 10, 2023
Tuesday, October 24, 2023
Tuesday, November 14, 2023
Tuesday, November 28, 2023
Tuesday, December 12, 2023

BE IT FURTHER RESOLVED that the Year 2023 Organizational Meeting will be held on Tuesday, January 3, 2023, at 2:30 PM, pursuant to M.S. 375.07.

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

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 22nd day of November 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 22nd day of November A.D. 2022.



Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 22, 2022

RESOLUTION 2022-69

RE: PER DIEMS PAID TO ITASCA COUNTY COMMISSIONERS

WHEREAS, MN Statutes 375.055 provides for the establishment of compensation for services and per diems rendered by County Commissioners in all Minnesota Counties except Hennepin and Ramsey; and,

WHEREAS, the Itasca County Board of Commissioners views the Nursing Home Board to be a function of the regular Commissioner duties; and,

WHEREAS, the Attorney General has opined (No. 124a, April 28, 1994, p.4) that an officer may not collect more than one days per diem pursuant to the same authority regardless of the number of hours spent performing work in a single day.

NOW THEREFORE BE IT RESOLVED, that the Itasca County Board of Commissioners will not receive per diems for the discharge of official duties for the Nursing Home Board.

BE IT FURTHER RESOLVED that the Itasca County Board of Commissioners shall not collect more than one per diem per day while acting on any committee under the direction of the Board.

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

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 22nd day of November 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 22nd day of November A.D. 2022.

Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 22, 2022

RESOLUTION 2022-70

RE: REIMBURSABLE EXPENSES TO THE ITASCA COUNTY COMMISSIONERS

WHEREAS, MN Statutes 375.06 provides for the reimbursement of travel expenses incurred while County Commissioners are discharging their official duties while acting on any committee under the direction of the Board; and,

WHEREAS, County Commissioners are authorized to be reimbursed for mileage expense for using their personal automobile in discharging their official duties as County Commissioners while serving on a board, committee, or commission.

NOW THEREFORE BE IT RESOLVED, that the Itasca County Board of Commissioners shall be reimbursed for actual expenses incurred as outlined in the Itasca County Reimbursement for Expenses Policy while acting in the official duties of a County Commissioner under the direction of the County Board; and,

BE IT FURTHER RESOLVED that the Itasca County Board of Commissioners shall be reimbursed at the current Internal Revenue Service (IRS) rate for the use of their personal automobile while acting in their official duties or on a committee under the direction of the County Board.

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

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 22nd day of November 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 22nd day of November A.D. 2022.

Administrator



November 22, 2022

Chair:

PULL: None

ADDITIONS:

1. Item #6.9 – Court Appointed Attorney Contract

CHANGES: None

INFORMATIONAL:

1. Item #6.8 – Additional Information



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Thursday, November 10, 2022

2:30 PM

Itasca County Boardroom

DRAFT

REGULAR SESSION MINUTES

I. CALL TO ORDER

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

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

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Approve the agenda, as presented.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, November 1, 2022 County Board Work Session.

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

V. CONSENT AGENDA

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

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

1. Adopt the Resolution Re: Authorizing Internal Loan in Connection with the County's General Obligation Jail Bonds, Series 2020B.

2. Approve a change in allocation of IMCare Data Project Coordinator position to Lead Medical Support Specialist Position.
3. Approve a change in allocation of an Eligibility Specialist Position to create 4 Lead Eligibility Specialist Workers in the Financial Assistance Unit.
4. Approve final payment for Contract 90011, a Safe Routes to School Trail project for the City of Deer River, and authorize the County Board Chairperson and Clerk to the County Board to sign the necessary documents.
5. Adopt the Resolution Re: Repurchase of Lot 14 and East 1/2 Lot 15, BLK 5, Spina Addition to Keewatin by Kenneth Brantner on behalf of the Gerald Ricio estate.

VI. REGULAR AGENDA

1. Citizen Input

Chris Jenkins and Dale Adams provided citizen input regarding Item #6.4 (North Homes 2023 Budget Request).

RESULT:	INFORMATIONAL - NO ACTION TAKEN
----------------	--

2. Recognition of County Employees

The following employees were recognized:

Congratulations to Eva Moore who has accepted a job transfer from Assistant Accountant, Auditor/Treasurer Dept. to Administrative Assistant, Land Department, effective November 13, 2022.

Congratulations to Roberta Hansen who has accepted a job transfer from Managed Care Nurse, IMCare, to Public Health Nurse, Public Health, effective October 30, 2022.

Farewell to Roxann Stewart whose last day as Administrative Support in Probation Dept. will be November 2, 2022 after 10 months of service.

Farewell to Terry Swedeen whose last day as Payroll Accountant, Auditor/Treasurer Dept., will be January 7, 2023 (last day in office will be Nov. 3, 2022) after 17 years of service.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
----------------	--

3. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of November 11, 2022, in the amount of \$827,719.58.

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

4. North Homes 2023 Budget Request

North Homes representatives Jim Christmas and Connie Ross provided information regarding the North Homes budget request for 2023 in the estimated amount of \$50,114.

Motion To: Appoint Commissioners Trunt and Ives to serve on a sub-committee, along with Health and Human Services (HHS) Director Eric Villeneuve, for the purpose of reviewing provider requests in order to bring a recommendation to a future Board meeting.

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

5. Title VI Plan for MnDOT FHWA Subrecipient

Motion To: Adopt the Title VI Plan and authorize the County Engineer to sign the Title VI assurances.

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

6. December 8, 2022 Oral Auction of Timber – Time Change

Motion To: Modify the starting time of the Oral Auction of Timber on December 8, 2022 from 10:00 AM to 1:00 PM at Cohasset Community Center.

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

VII. COMMISSIONER COMMENTS

Commissioner Snyder provided comment regarding Veteran's Day events and congratulated all re-elected and newly elected County officials.

VIII. CLOSED SESSIONS

IX. ADJOURN

Chair Snyder adjourned the meeting at 3:23 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
(218) 327-2847

Tuesday, November 15, 2022

2:30 PM

Itasca County Boardroom

DRAFT

WORK SESSION MINUTES

I. CALL TO ORDER

Vice-Chair Trunt 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	Absent	
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: Pull Item #6.2 (Approval of Passed Special Legislation) and approve the agenda, as amended.

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

IV. MINUTES APPROVAL

V. RECOMMENDED FOR CONSENT AGENDA

1. Adopt the Resolution Re: Year 2023 Schedule of Itasca County Board Meetings.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 11/22/2022 2:30 PM
----------------	--------------------------------	---------------------------------

2. Adopt the Resolution Re: Per Diems Paid to Itasca County Commissioners.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 11/22/2022 2:30 PM
----------------	--------------------------------	---------------------------------

3. Adopt the Resolution Re: Reimbursable Expenses to Itasca County Commissioners.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 11/22/2022 2:30 PM
----------------	--------------------------------	---------------------------------

4. Authorize IMCare Director and County Board Chair to sign the Provider Participation Agreement between IMCare and Always in Motion Chiropractic and Wellness, PA

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 11/22/2022 2:30 PM
----------------	--------------------------------	---------------------------------

5. Approve a service contract between Itasca County and the Itasca County Agricultural Association for 2023 property management services at the Fairgrounds Park in the amount of

\$66,000.00, to be paid from Park System Account 12-610-510 and authorize necessary signatures.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 11/22/2022 2:30 PM
----------------	--------------------------------	---------------------------------

VI. DISCUSSION / INFORMATIONAL

1. Citizen Input

No citizen input provided.

3. Mississippi River – Grand Rapids Comprehensive Watershed Management Planning Memorandum of Agreement

Itasca County Soil & Water Conservation District (SWCD) District Manager/Water Plan Coordinator Andy Arens provided information regarding the request to adopt the Mississippi River – Grand Rapids Memorandum of Agreement (MOA) and appoint primary and secondary voting members to the Policy Committee.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 11/22/2022 2:30 PM
----------------	--------------------------------	---------------------------------

VII. COMMITTEE REPORTS

Commissioner DeNucci reported on his attendance at a recent Health and Human Services (HHS) Advisory Committee meeting.

Commissioner Tinquist reported on his attendance at recent Itasca Waters and Extension Committee meetings.

Commissioner Trunt reported on his attendance at recent Fair Board, IMCare Subcommittee, Grand Rapids/Itasca County Cooperating Committee, Western Mesabi Mine Planning Board (WMMPB), and Itasca County Township Association (ICTA) meetings; as well as a Lone Pine ATV and Provider Request Review Meeting with Commissioner Ives and Health and Human Services (HHS) Director Eric Villeneuve.

VIII. ADMINISTRATOR UPDATE

County Administrator Brett Skyles provided an update regarding the recent MPUC decision relating to Minnesota Power in Cohasset.

IX. COMMISSIONER COMMENTS

Commissioner Ives and County Attorney Matti Adam provided comment regarding training and education opportunities for newly-elected County Commissioners and County officials taking office in 2023.

X. CLOSED SESSIONS

XI. ADJOURN

Vice-Chair Trunt adjourned the meeting at 2:49 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, November 22, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2588

DEPARTMENT: Administrative Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Schedule of Itasca County Board Meetings

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Year 2023 Schedule of Itasca County Board Meetings.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

11/15/2022

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 11/22/2022 2:30 PM
----------------	--------------------------------	---------------------------------

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 22, 2022

RESOLUTION 2022-68

RE: YEAR 2023 SCHEDULE OF ITASCA COUNTY BOARD MEETINGS

WHEREAS, the Itasca County Board of Commissioners performs their duties as outlined in M.S. 375 and/or other statutes pertaining to the responsibilities of the Board; and

WHEREAS, the Itasca County Board of Commissioners conducts County Board meetings within the statutory limitations put forward in M.S. 13D, commonly known as the "Open Meeting Law", and

WHEREAS, it is the intent of the Itasca County Board of Commissioners to give notice to the citizenry, the employees, and/or others notice of their meetings; and

WHEREAS, work sessions are scheduled at 2:30 PM on the first and third Tuesday of the month, unless the usual date is on a holiday or a special meeting is scheduled with notice as outlined by M.S. 13D, in the Boardroom of the Itasca County Courthouse; and

WHEREAS, regular sessions are scheduled at 2:30 PM on the second and fourth Tuesday of the month, unless the usual date is on a holiday or a special meeting is scheduled with notice as outlined by M.S. 13D, in the Boardroom of the Itasca County Courthouse.

NOW THEREFORE BE IT RESOLVED, that the Itasca County Board of Commissioners adopts the following schedule for work sessions in the year 2023:

Tuesday, January 3, 2023	* Wednesday, July 5, 2023
Tuesday, January 17, 2023	Tuesday, July 18, 2023
Tuesday, February 7, 2023	Tuesday, August 1, 2023
Tuesday, February 21, 2023	Tuesday, August 15, 2023
Tuesday, March 7, 2023	Tuesday, September 5, 2023
Tuesday, March 21, 2023	Tuesday, September 19, 2023
Tuesday, April 4, 2023	Tuesday, October 3, 2023
Tuesday, April 18, 2023	Tuesday, October 17, 2023
Tuesday, May 2, 2023	Tuesday, November 7, 2023
Tuesday, May 16, 2023	Tuesday, November 21, 2023
Tuesday, June 6, 2023	Tuesday, December 5, 2023
Tuesday, June 20, 2023	Tuesday, December 19, 2023

BE IT FURTHER RESOLVED that the Itasca County Board of Commissioners adopts the following schedule for regular session in the year 2023:

Tuesday, January 10, 2023	Tuesday, July 11, 2023
Tuesday, January 24, 2023	Tuesday, July 25, 2023

Tuesday, February 14, 2023
Tuesday, February 28, 2023
Tuesday, March 14, 2023
Tuesday, March 28, 2023
Tuesday, April 11, 2023
Tuesday, April 25, 2023
Tuesday, May 9, 2023
Tuesday, May 23, 2023
Tuesday, June 13, 2023
Tuesday, June 27, 2023

Tuesday, August 8, 2023
Tuesday, August 22, 2023
Tuesday, September 12, 2023
Tuesday, September 26, 2023
Tuesday, October 10, 2023
Tuesday, October 24, 2023
Tuesday, November 14, 2023
Tuesday, November 28, 2023
Tuesday, December 12, 2023

BE IT FURTHER RESOLVED that the Year 2023 Organizational Meeting will be held on Tuesday, January 3, 2023, at 2:30 PM, pursuant to M.S. 375.07.

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

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 22nd day of November 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 22nd day of November A.D. 2022.



Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 22, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2594

DEPARTMENT: Administrative Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Per Diems

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Per Diems Paid to Itasca County Commissioners.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

11/15/2022

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 11/22/2022 2:30 PM
----------------	--------------------------------	---------------------------------

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 22, 2022

RESOLUTION 2022-69

RE: PER DIEMS PAID TO ITASCA COUNTY COMMISSIONERS

WHEREAS, MN Statutes 375.055 provides for the establishment of compensation for services and per diems rendered by County Commissioners in all Minnesota Counties except Hennepin and Ramsey; and,

WHEREAS, the Itasca County Board of Commissioners views the Nursing Home Board to be a function of the regular Commissioner duties; and,

WHEREAS, the Attorney General has opined (No. 124a, April 28, 1994, p.4) that an officer may not collect more than one days per diem pursuant to the same authority regardless of the number of hours spent performing work in a single day.

NOW THEREFORE BE IT RESOLVED, that the Itasca County Board of Commissioners will not receive per diems for the discharge of official duties for the Nursing Home Board.

BE IT FURTHER RESOLVED that the Itasca County Board of Commissioners shall not collect more than one per diem per day while acting on any committee under the direction of the Board.

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

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 22nd day of November 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 22nd day of November A.D. 2022.

Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 22, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2595

DEPARTMENT: Administrative Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Reimbursable Expenses

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Reimbursable Expenses to Itasca County Commissioners.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

11/15/2022

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 11/22/2022 2:30 PM
----------------	--------------------------------	---------------------------------

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 22, 2022

RESOLUTION 2022-70

RE: REIMBURSABLE EXPENSES TO THE ITASCA COUNTY COMMISSIONERS

WHEREAS, MN Statutes 375.06 provides for the reimbursement of travel expenses incurred while County Commissioners are discharging their official duties while acting on any committee under the direction of the Board; and,

WHEREAS, County Commissioners are authorized to be reimbursed for mileage expense for using their personal automobile in discharging their official duties as County Commissioners while serving on a board, committee, or commission.

NOW THEREFORE BE IT RESOLVED, that the Itasca County Board of Commissioners shall be reimbursed for actual expenses incurred as outlined in the Itasca County Reimbursement for Expenses Policy while acting in the official duties of a County Commissioner under the direction of the County Board; and,

BE IT FURTHER RESOLVED that the Itasca County Board of Commissioners shall be reimbursed at the current Internal Revenue Service (IRS) rate for the use of their personal automobile while acting in their official duties or on a committee under the direction of the County Board.

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

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 22nd day of November 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 22nd day of November A.D. 2022.

Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 22, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2635

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Sarah Anderson

AGENDA ITEM:

IMCare Provider Participation Agreement with Always in Motion Chiropractic and Wellness, PA

BOARD ACTION REQUESTED:

Authorize IMCare Director and County Board Chair to sign the Provider Participation Agreement between IMCare and Always in Motion Chiropractic and Wellness, PA

BACKGROUND:

COUNTY ATTORNEY REVIEW: Previously reviewed and approved.

SUPPORTING DOCUMENTATION:

1. Provider Participation Agreement 2020 - 10.01.17
2. PPA - Always in Motion Chiropractic and Wellnes, PA

11/15/2022

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 11/22/2022 2:30 PM
----------------	--------------------------------	---------------------------------

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 22, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2637

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Kory Cease, Roger Clark

AGENDA ITEM:

2023 Fairgrounds Property Management Contract

BOARD ACTION REQUESTED:

Approve a service contract between Itasca County and the Itasca County Agricultural Association for 2023 property management services at the Fairgrounds Park in the amount of \$66,000.00, to be paid from Park System Account 12-610-510 and authorize necessary signatures.

BACKGROUND:

This contract is set to be renewed annually. The Agricultural Association manages the grounds, performs routine maintenance, manages events and rentals on the Fairgrounds Park as per the contract. The County Attorney's Office has reviewed and approved the original 2018 contract (CRT 5222), only the dates have been changed in this contract.

COUNTY ATTORNEY REVIEW: yes and/or pending

SUPPORTING DOCUMENTATION:

1. FINAL ICAA Lease agreement_2023
2. 2023 Fairgrounds Property Management Contract FULLY EXECUTED

11/15/2022

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 11/22/2022 2:30 PM
----------------	--------------------------------	---------------------------------

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

County of Itasca, Minnesota

Service Contract

A.1 DATES AND PARTIES

A.1.1 THIS CONTRACT, made this **1st day of January, 2023**, by and between the County of Itasca, herein called the “County,” and **Itasca County Agricultural Association**, a corporation organized and existing under the laws of the State of Minnesota, herein called the “Vendor.”

B.1 AGREEMENT

B.1.1 NOW, THEREFORE, it is mutually agreed that, in consideration of the payments to be made to said Vendor, subject to the conditions, hereinafter set forth, the County shall purchase **property management services** from said Vendor, upon terms and at the agreed price(s), and the Vendor shall perform said services all in accordance with the specifications of County as set forth in the Special Conditions of this Agreement.

C.1 TERM OF CONTRACT

C.1.1 The term of this Contract is from **January 1, 2023, to December 31, 2023**, inclusive. The Contract may be extended if provided for in the Special Conditions.

D.1 SPECIAL CONDITIONS

D.1.1 This Contract 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 **Attachment A**.

E.1 CONTRACT AMOUNT

E.1.1 This Agreement when fully completed and fulfilled on the part of said Vendor to the satisfaction of the County or its duly authorized agent, is **estimated to not exceed \$66,000** for the current term.

F.1 INCREASE

F.1.1 No increases to the above said Contract amount will be allowed to the Vendor during the term of this Contract unless provided for in the Special Conditions or mutual agreement of the parties.

G.1 PAYMENT

- G.1.1 The County does hereby agree, to pay said Vendor as services are performed to the satisfaction of the County, or its duly authorized agent, **payments as indicated in the Special Conditions**. Payment terms of this Contract are Net 30.

H.1 GUARANTEE

- H.1.1 The Vendor further agrees to guarantee all materials and parts supplied under this Contract against inferiority as to specifications, such guarantee to be unconditional. Failure or neglect of the County or its designated representative to require compliance with any term or condition of this Contract or the specifications shall not be deemed a waiver of such term or condition.

I.1 BOND

- I.1.1 Minnesota Statute 574.26 requires the vendor to furnish a Performance Bond and a Labor & Materials Payment Bond in the full amount, for any contract over \$75,000, in favor of the County, to protect the County against any breach of contract. The Surety Company providing the bond must be registered to do business in the State of Minnesota and be satisfactory to the County.

J.1 INSURANCE

- J.1.1 The following insurance must be maintained for the duration of this Contract. A Certificate of Insurance for each policy which lists Itasca County as a certificate holder and as an additional insured must be on file with the Itasca County Risk Management Department within 10 days of execution of this Contract and prior to commencement of any work under this Contract. Each certificate must include a 30-day notice of cancellation, nonrenewal, or material change to all named and additional insureds.
- J.1.2 The County reserves the right to terminate, suspend or rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Contractor. All insurance policies shall be open to inspection by the County, and copies of policies shall be submitted to the County upon written request. All subcontractors shall provide evidence of similar coverage.

J.1.3 General Liability Insurance

J.1.3.1

	<u>Limit</u>
General Aggregate	\$3,000,000
Products-Completed	
Operations Aggregate	\$3,000,000
Personal and Advertising Injury	\$1,500,000
Each Occurrence:	
Combined Bodily Injury and Property Damage	\$1,500,000

J.1.3.2 Policy shall include contractors and subcontractors, and contractual liability.

J.1.3.3 Itasca County **must be named as certificate holder and an additional insured.**

J.1.4 Automobile Liability Insurance

J.1.4.1

	<u>Limit</u>
Automobile Liability - Combined single limit each occurrence for bodily injury and property damage covering owned, non-owned and hired automobiles	\$1,500,000

J.1.4.2 Must cover owned, non-owned and hired vehicles.

J.1.5 Workers' Compensation Per Statutory Requirements

J.1.5.1 Vendor must maintain statutory limits. Itasca County reserves the right to rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against bidder. If the Contractor is based outside the State of Minnesota, coverage must apply to Minnesota laws.

J.1.6 Employer's Liability

	<u>Limit</u>
J.1.6.1 Bodily injury by:	
Accident - Each Accident	\$500,000
Disease - Policy Limit	\$500,000
Disease - Each Employee	\$500,000

J.1.7 Professional Liability Insurance [For Professional Services Contracts Only]

J.1.6.1 Provider shall maintain at its sole expense a valid policy of insurance covering professional liability, arising from the acts or omissions of Provider, its agent and employees in the amount of not less than \$500,000 per claim and \$3,000,000 annual aggregate. (These suggested limits should be reviewed on a case by case basis)

J.1.8 Indemnification Clause

J.1.8.1 Except as may be caused by the sole negligence of the County or its employees, Contractor shall indemnify and save harmless Itasca County, its employees, and its agents from all claims, actions, demands, and judgments of any kind arising in whole or in part from any act or omission of Contractor, its subcontractors, and their agents, servants, or employees, incidental to the performance of the Contract and from all expenses in connection with such claims, actions, demands and judgments, and shall assume, without expense to the County, the defense of any such claims, actions, demands and judgments, irrespective of whether it is alleged, claimed, or proved in connection with such act or omission that negligence of the County or its representatives caused or contributed thereto.

J.1.8.2 Contractor agrees, that in order to protect itself and the County under the indemnity provisions set forth above, it will at all times during the term of this Agreement keep in force policies of insurances indicated in paragraph entitled, "INSURANCE."

J.1.8.3 This provision is not intended to create any cause of action in favor of any third party against the Contractor or the County or to enlarge in any way the Contractor's liability, but it is intended solely to provide for indemnification of the County from liability for damages or injuries to third persons or property arising from the Contractor's or the Contractor's agents' performance hereunder.

The above establishes minimum insurance requirements. It is the sole responsibility of Vendor to determine the need for and to procure additional coverage that may be needed in connection with this Agreement.

Vendor further agrees the minimum requirements set forth above shall at all times be in an amount at least equal to the maximum liability of the County under Minn. Stat. 466.04 now or as said statute is hereafter amended or as otherwise required by law, statute or rule.

K.1 UNAVOIDABLE CIRCUMSTANCES

- K.1.1 The Vendor shall not be held responsible for damages caused by delay or failure to perform hereunder, when such delay or failure is due to Fires, Strikes, Acts of God, Legal acts of the public authorities, or delays or defaults caused by public carriers, or acts or demands of the Government in time of war or national emergency.

L.1 RIGHT TO TERMINATE

- L.1.1 County reserves the right to terminate this Contract immediately, at any time during the contract period for failure of Vendor to perform as specified in the Special Conditions, or to the reasonable satisfaction of County, upon notification to Vendor.

M.1 ASSIGNMENT

- M.1.1 Vendor shall not enter into any subcontract for performance of any services contemplated under this Contract, nor assign any part of this Contract, without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. The Vendor shall be responsible for the performance of all subcontractors.

N.1 INDEMNIFICATION

- N.1.1 Vendor shall indemnify, hold harmless and defend the County, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the County, its officers or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of Vendor, its agents, servants or employees, in the execution, performance, or failure to adequately perform Vendor's obligations pursuant to this Contract.

O.1 COMPLIANCE WITH LAWS

- O.1.1 Vendor shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which Vendor is responsible.

P.1 RECORDS AUDITING AND RETENTION

P.1.1 Vendor's books, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract 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 Contract. Vendor 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.

Q.1 WAIVER

Q.1.1 Any waiver by either party of any provision of this Contract shall not imply a subsequent waiver of that or any other provision.

R.1 MODIFICATIONS/AMENDMENT

R.1.1 Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing and signed by authorized representative of the County and Vendor.

S.1 SEVERABILITY

S.1.1 The provision of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Contract unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Contract with respect to either party.

T.1 FINAL AGREEMENT

T.1.1 This Contract 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.

U.1 EXECUTION

U.1.1 IN WITNESS WHEREOF, the County has caused this Contract to be signed by its duly authorized officers and the Vendor has hereunto set its hand.

Dated this _____ day of _____, _____.

Itasca County Agricultural Association
1336 Fairgrounds Rd.
Grand Rapids, MN 55744

COUNTY OF ITASCA, MINNESOTA

By: _____

By: _____

Its _____

Its _____

By: _____

Its _____

APPROVED AS TO FORM & EXECUTION

By: _____
Itasca County Attorney

ATTACHMENT A SPECIAL CONDITIONS SUPPLEMENT

Final
01/01/2023

- Purpose:
1. The “Vendor” agrees to provide the following technical support services for property management of Fairgrounds Park under the authority of Itasca County through its Land Department-Fairgrounds Park Operations Plan.
 - A. Event coordination
 - B. Activity coordination
 - C. Rental coordination.
 - D. Campground
 - E. Light-duty buildings and grounds maintenance.
 2. It is mutually understood by “County” and “Vendor” that the ICAA shall independently administer and conduct an annual Itasca County Fair under statutory authority for Agricultural Associations (M.S. 38.01-38.27) on the premises described in Exhibit A, beginning one week before until one week after the designated dates of the Itasca County Fair (fair season) The ICAA shall be responsible for the payment of all costs and expenses related to the Itasca County Fair and hold Itasca County harmless from such expenses *including routine clean-up and maintenance on the premises, buildings and structures during fair season.*

Authorized representative for the “County” is the Park and Recreation Director or designee. Authorized representative for “Vendor” is the ICAA Board or designee.

Time Period: January 1, 2023 – December 31, 2023.

- Payment Details:
1. Routine clean-up and maintenance during fair season shall be at no charge to Itasca County
 2. The up-front grant of **\$66,000** is payment in full for deliverables.
 3. Services beyond those listed under deliverables will be an additional fee.

- Deliverables:
- All deliverables subject to the terms of this service contract shall be completed to the satisfaction of the County.
1. Routine clean-up and maintenance during fair season that will leave the premises, buildings and structures in original or better condition.
 2. Non-fair season property management.

The County agrees:

- A. To administer all capital improvement projects; buildings and structure(s) repair and maintenance; and vegetation management on the premises.
- B. To provide insurance for grounds, buildings and contents owned by Itasca County.
- C. To provide an office space and a basement storage cubical to the ICAA Fair Board in the trailhead building.

The Vendor agrees to provide:

- A. Event coordination
 - 1. Contact person to coordinate with event organizers.
 - 2. Correspond; meet on site; open and close doors/gates; process paperwork.
 - 3. Inspect and lock all doors and windows at the end of all event days.
 - 4. Remove all garbage from the buildings and outside receptacles as needed.
 - 5. Be available for emergency calls and respond back as soon as possible.
- B. Activity coordination
 - 1. Contact person for accommodating approved activities.
 - 2. Opening and closing doors as needed for each activity (or ensure it is done).
 - 3. Inspect and lock all doors and windows at the end of all activity days.
 - 4. Remove all garbage from the buildings and outside receptacles as needed.
 - 5. Be available for emergency calls and respond back as soon as possible.
- C. Rental coordination
 - 1. Contact person for rental management.
 - 2. Process rental permit(s) according to Itasca County fee schedule.
 - 3. Opening and closing doors as needed on a seasonal basis.
- D. Campground coordination
 - 1. Contact person for reservations.
 - 2. Assist campers with site setup, fire rings, and tables as needed.
 - 3. Clean bathroom, showers, and laundry areas daily.
 - 4. Clean sites and fire rings daily.
 - 5. Provide firewood as requested.
 - 6. Contact the Park System Manager for emergencies, accidents, and near misses.
 - 7. Coordination with campground host.

- E. Light-duty buildings and grounds maintenance.
1. To perform summer season routine clean-up and light maintenance on the premises, buildings, and structures including mowing and light repairs.
 2. The structure upon the premises known as the “Trailhead Building” together with such rights of access and uses of grounds adjacent thereto for its operation shall be managed and maintained as follows:
To perform routine maintenance of the building and grounds to include:
 - a. Cleaning and sweeping of the building floors and exterior porch areas.
 - b. Litter and debris collection and disposal.
 - c. Shovel and salt all entryways as needed.
 - d. Supply expendable products for the general public, events and meetings.
 - e. Vegetation maintenance to include necessary and regular mowing, tree trimming and noxious weed control.
 - f. Dust and clean signage and kiosk areas and glass as needed.
 - g. Clean and disinfect the public bathroom facilities and kitchen weekly and after all events. To include counter tops, cupboards, stove, refrigerator, and sinks.
 - h. Clean any remaining dishes, coffee pots, and surfaces as needed.
 - i. Clean and inspect all tables and chairs after each rental.
 - j. Wash all outside windows at least two times per year.
 - k. Repair any emergency plumbing, hand dryers, and small damages as needed.
 - l. Test emergency lighting and fire extinguishers annually.
 - m. Necessary, routine maintenance of catch basins to ensure the free flow of water as necessary to prevent damage to the facility.
 - n. Provide light maintenance and minor repairs for amenities provided on or near the facility to include drinking fountains and benches, etc.
 - o. Provide for building reservations for the meeting room, kitchen and storage rentals.
 - p. Provide for opening and closing of the outside bathroom doors on a regular basis to meet seasonal needs. If excessive damages occur to the building or facilities within, ICAA will have the right to close the building while it is unoccupied. Notice of this closure will be given to the County in writing.
 - q. Report all vandalism and damages to the Park System Manager.
 - r. The ICAA shall be responsible for the payment of all costs and expenses related to the property management services and hold Itasca County harmless from such expenses except as otherwise set forth herein.

Other
terms and
conditions
:

1. A modification to the Indemnification and Insurance Policy dated April 27, 2010 is approved as a minimum and required as follows: Auto Liability Insurance in the amount of \$1,000,000 combined single limit naming Itasca County as additional insured; and a signed Worker's Compensation Insurance Certificate of Compliance on file.
2. Primary budget source for independent operation of Itasca County Fair is the ICAA. All revenues and expenses related to the activities of the ICAA and its operation of the Itasca County Fair shall be segregated from those relating to services for property management of the Fairgrounds Park required by this Agreement. A separate bank account shall be maintained by ICAA for Itasca County Fair operations.
3. Primary budget source for property management services is the Forest Resource Fund County Park System account 12-610-510. All revenues and expenses related to the activities of the ICAA and its property management services of the Fairgrounds Park shall be segregated from those relating to conduct of the Itasca County Fair. A separate bank account shall be maintained by ICAA for revenues and expenses related to property management services provided under this Agreement
4. To the extent that any term in this attachment conflicts with any contract term or condition, the terms and conditions of the contract shall prevail over the attachment.

jjm

EXHIBIT A
Fairgrounds Park Property Description 2014
(Quiet Title)

The East One-half of Southwest Quarter of the Northeast Quarter, Section Sixteen, Township Fifty-five North, Range Twenty Five West of the Fourth Principal Meridian (E $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$, Sec 16, T55N, R25W)

Parcel ID #: 91-016-1300

AND

The West One-half of the Southwest Quarter of the Northeast Quarter, Section Sixteen, Township Fifty-five North, Range Twenty-five West of the Fourth Principal Meridian (W $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$, Sec 16, T55 N, R25W)

Parcel ID #91-016-1300

AND

The East One-half of the Northeast Quarter of the Southeast Quarter of the Northwest Quarter, Section Sixteen, Township Fifty-five North, Range Twenty-five West of the Fourth Principal Meridian (E $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec 16, T55N, R25W)

Parcel ID #91-016-2401

AND

Lot Fifteen, Park Row, KEARNEY'S FIRST ADDITION TO GRAND RAPIDS, Section Sixteen, Township Fifty-five North, Range Twenty-five West of the Fourth Principal Meridian (Lot 15, Park Row, KEARNEY'S FIRST ADD TO G. RAPIDS, Sec 16, T55N, R25W)

Parcel ID #91-585-4150

AND

Lot Fourteen, Park Row, KEARNEY'S FIRST ADDITION TO GRAND RAPIDS, Section Sixteen, Township Fifty-five North, Range Twenty-five West of the Fourth Principal Meridian (Lot 14, Park Row, KEARNEY'S FIRST ADD TO G. RAPIDS, Sec 16, T55N, R25W)

Parcel ID# 91-585-4150

AND

Lots One and Two, Block One, KEARNEY'S FIRST ADDITION TO GRAND RAPIDS, Section Sixteen, Township Fifty-five North, Range Twenty-five West of the Fourth Principal Meridian (Lot 1 & 2, Block 1, KEARNEY'S FIRST ADD TO G. RAPIDS, Sec 16, T55N, R25W)

Parcel ID# 91-585-0110

AND

The East Two Acres of the West One-half of the Northeast Quarter of the Southeast Quarter of the Northwest Quarter, Section Sixteen, Township Fifty-five North, Range Twenty-five West of the Fourth Principal Meridian (E 2 Acres $W\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec 16, T55N, R25W)

Parcel ID# 91-016-2402

AND

The West Three hundred thirty feet of the East Nine hundred ninety feet of the South Six hundred sixty feet of the Northwest Quarter of the Northeast Quarter, Section Sixteen, Township Fifty-five North, Range Twenty-five West of the Fourth Principal Meridian (W 330' of E 990' of S 660' of NW $\frac{1}{4}$ NE $\frac{1}{4}$, Sec 16, T55N, R25W)

Parcel ID# 91-016-1206

AND

The East One-half of the Southeast Quarter of Government Lot One, Section Sixteen, Township Fifty-five North, Range Twenty-five West of the Fourth Principal Meridian ($E\frac{1}{2}$ of SE $\frac{1}{4}$ of GL1, Sec 16, T55N, R25W)

Parcel ID# 91-016-2104

AND

The West Half of the Southwest Quarter of the Northwest Quarter of the Northeast Quarter Less the East Nine hundred ninety feet, Section Sixteen, Township Fifty-five North, Range Twenty-five West of the Fourth Principal Meridian ($W\frac{1}{2}$ of SW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ Less E 990', Sec 16, T55N, R25W)

Parcel ID# 91-016-1207

AND

The South One-half of the Southeast Quarter of the Northwest Quarter of the Northeast Quarter, Less the South Two hundred ninety-six and 42 one-hundredths feet of the East Two hundred sixty-four feet, AND Less the West Two hundred sixty-four feet of the South One hundred sixty-five feet of the East Five hundred twenty-eight feet of the of the Northwest Quarter of the Northeast Quarter, Section Sixteen, Township Fifty-five North, Range Twenty-five West of the Fourth Principal Meridian. ($S\frac{1}{2}$ of $SE\frac{1}{4}$ $NW\frac{1}{4}$ $NE\frac{1}{4}$, Less the S. 296.42' of the E. 264' and Less W. 264' of the S. 165' of the E. 528', Sec 16, T55N, R25W)

Parcel ID# 91-016-1204

AND

The West Two hundred sixty-four feet of the South One hundred sixty-five feet of the East Five hundred twenty-eight feet of the Northwest Quarter of the Northeast Quarter, Section Sixteen, Township Fifty-five North, Range Twenty-five West of the Fourth Principal Meridian (W 264' of S 165' of E 528' of $NW\frac{1}{4}$ $NE\frac{1}{4}$, Sec 16, T55N, R25W)

Parcel ID# 91-016-1204

AND

The South One-half of the Northwest Quarter of the Northwest Quarter of the Northeast Quarter, Section Sixteen, Township Fifty-five North, Range Twenty-five West of the Fourth Principal Meridian ($S\frac{1}{2}$ $NW\frac{1}{4}$ $NW\frac{1}{4}$ $NE\frac{1}{4}$, Sec 16, T55N, R25W)

Parcel ID# 91-016-1209

AND

The South Forty-five feet of Lot Three, and all of Lot Four, Block One, KEARNEY'S FIRST ADDITION TO GRAND RAPIDS, Section Sixteen, Township Fifty-five North, Range Twenty-five West of the Fourth Principal Meridian (S 45' of Lot 3, and all of Lot 4, Block 1, KEARNEY'S FIRST ADD TO G. RAPIDS, Sec 16, T55N, R25W)

Parcel ID# 91-585-0130

AND

The East One-half of the Northwest Quarter of the Southeast Quarter of the Northwest Quarter, and the West One and One-half acres of the West One-Half of the Northeast Quarter of the Southeast Quarter of the Northwest Quarter of Section Sixteen, Township Fifty-five North, Range Twenty-five West of the Fourth Principal Meridian, Less the West

229 feet of the East One-half of the Northwest Quarter of the Southeast Quarter of the Northwest Quarter of Section Sixteen , Township Fifty-five North, Range Twenty-five West of the Fourth Principal Meridian ($E\frac{1}{2}$ of $NW\frac{1}{4}$ $SE\frac{1}{4}$ $NW\frac{1}{4}$ and $W1\frac{1}{2}$ acre of $W\frac{1}{2}$ $NE\frac{1}{4}$ $SE\frac{1}{4}$ $NW\frac{1}{4}$, Sec 16, T55N, R25W Less 229' of $E\frac{1}{2}$ $NW\frac{1}{4}$ $SE\frac{1}{4}$ $NW\frac{1}{4}$, Sec 16, T55N, R25W)

Parcel ID# 91-016-2440

AND

The East One and One-half acres of the West three acres of the West One-half of the Northeast Quarter of the Southeast Quarter of the Northwest Quarter of Section Sixteen, Township Fifty-five North, Range Twenty-five West of the Fourth Principal Meridian ($E1\frac{1}{2}$ A of W 3A of $W\frac{1}{2}$ of $NE\frac{1}{4}$ $SE\frac{1}{4}$ $NW\frac{1}{4}$, Sec 16, T55N, R25W)

Parcel ID# 91-016-2403

AND

The North Sixty feet of Lot Three, Block One, KEARNEY'S FIRST ADDITION TO GRAND RAPIDS, according to the recorded plat thereof on file and of record in the office of the County Recorder of said county and state. of Section Sixteen, Township Fifty-five North, Range Twenty-five West of the Fourth Principal Meridian (N 60' of Lot 3, Block 1, KEARNEY'S FIRST ADD TO G. RAPIDS, Sec 16, T55N, R25W)

Parcel ID# 91-585-0120

(the "Fairgrounds Parcels")

AND

Any and all lands within said **Fairgrounds Perimeter** said perimeter being described as follows:

A parcel of land located within the Northwest Quarter of the Northeast Quarter, the Southwest Quarter of the Northeast Quarter, the Southeast Quarter of the Northwest Quarter, Government Lot 1, the Northeast Quarter of the Southwest Quarter, Block One, KEARNEY'S FIRST ADDITION TO GRAND RAPIDS, and Lots 14 and 15 of PARK ROW of KEARNEY'S FIRST ADDITION TO GRAND RAPIDS, all in Section 16, Township 55 North, Range 25 West of the 4th Principal Meridian, described as follows:

Commencing at a 1½ inch solid rod marking the north quarter corner of Section 16; thence South 00 degrees 23 minutes 12 seconds West, bearings based upon the Itasca County South Zone Coordinate System, 330.80 feet, to an Itasca County monument marking the north line of the south one-half of the Northwest Quarter of the Northwest Quarter of the

Northeast Quarter and the Point of Beginning; thence North 89 degrees 51 minutes 32 seconds East, along said north line of the South one-half of the Northwest Quarter of the Northwest Quarter of the Northeast Quarter, 661.16 feet, to an Itasca County monument marking the east line of the west one-half of the Northwest Quarter of the Northeast Quarter; thence South 00 degrees 19 minutes 14 seconds West, along said east line of the west one-half of the Northwest Quarter of the Northeast Quarter, 660.56 feet, to an Itasca County monument marking the north line of the south one-half of the Southeast Quarter of the Northwest Quarter of the Northeast Quarter; thence North 89 degrees 42 minutes 41 seconds East, along said north line of the south one-half of the Southeast Quarter of the Northwest Quarter of the Northeast Quarter, 661.58 feet, to a ½ inch iron pipe marking the east line of the Northwest Quarter of the Northeast Quarter; thence South 00 degrees 37 minutes 11 seconds West, along said east line of the Northwest Quarter of the Northeast Quarter, 33.20 feet, to an aluminum capped iron pipe LS 19526 marking the north line of the south 296.42 feet; thence South 89 degrees 41 minutes 28 seconds West, along the north line of the south 296.42 feet, a distance of 264.03 feet, to an aluminum capped iron pipe LS 19526 marking the west line of the East 264 feet; thence South 00 degrees 37 minutes 11 seconds West, along the west line of the East 264 feet, a distance of 296.46 feet, to an aluminum capped iron pipe LS 19526 marking the south line of the Northwest Quarter of the Northeast Quarter; thence North 89 degrees 41 minutes 28 seconds East, along the south line of the Northwest Quarter of the Northeast Quarter 264.03 feet, to a capped 1/2 inch iron pipe LS 16459 marking the northeast one-sixteenth corner of said Section 16; thence South 00 degrees 18 minutes 59 seconds West, along the east line of the Southwest Quarter of the Northeast Quarter, 1316.36 feet, to a 1 inch iron pipe marking the center-east one-sixteenth corner of said Section 16; thence South 89 degrees 23 minutes 49 seconds West, along the south line of the Southwest Quarter of the Northeast Quarter, 1325.04 feet, to an iron pipe marking the center quarter of said Section 16; thence South 00 degrees 50 minutes 28 seconds West, along the west line of the Northwest Quarter of the Southeast Quarter, 229.72 feet, to an aluminum capped iron pipe LS 19526, marking the intersection with the easterly extension of the southerly line of Block 1, KEARNEY'S FIRST ADDITION TO GRAND RAPIDS; thence North 89 degrees 35 minutes 51 seconds West, along the southerly line of Block 1 and its easterly extension, 314 feet, more or less, to the shore of Crystal Lake; thence northerly along the shore of Crystal Lake to intersect the west line of Lot 14, PARK ROW, KEARNEY'S FIRST ADDITION TO GRAND RAPIDS; thence North 00 degrees 09 minutes 36 seconds West, along the west line of said Lot 14 a distance of 301 feet, more or less, to an aluminum capped iron pipe LS 19526, marking the south line of the north half of the Southeast Quarter of the Northwest Quarter; thence South 89 degrees 57 minutes 39 seconds West, along the south line of the north half of the Southeast Quarter of the Northwest Quarter, 216.44 feet, to a ½ inch capped iron pipe set by L.S. 13310; thence continuing South 89 degrees 57 minutes 39 seconds West, along the south line of the north half of the Southeast Quarter of the Northwest Quarter, 202.84 feet, more or less, to intersect the east line of the West 229 feet of the East one-half of the Northwest Quarter of the Southeast Quarter of the Northwest Quarter (as established by LS 13310); thence North 00 degrees 14 minutes 23 seconds East, along said east line of the West 229 feet of the East one-half of the Northwest Quarter of the Southeast Quarter of the Northwest Quarter, 663.93 feet, to a ½ inch capped iron pipe marking the north line of the Southeast Quarter of the Northwest

Quarter; thence South 89 degrees 46 minutes 58 seconds East, along the north line of the Southeast Quarter of the Northwest Quarter, 438.65 feet, to an Itasca County monument marking the east one-half of the Northeast Quarter of the Southeast Quarter of the Northwest Quarter; thence North 00 degrees 20 minutes 03 seconds East, along the west line of the east one-half of the Southeast Quarter of Government Lot 1, a distance of 662.56 feet, to an Itasca County monument marking the north line of the Southeast Quarter of Government Lot 1; thence South 89 degrees 55 minutes 26 seconds East, along the north line of the Southeast Quarter of Government Lot 1, a distance of 334.61 feet, to an Itasca County monument marking the east line of Government Lot 1; thence North 00 degrees 21 minutes 12 seconds East, along the east line of Government Lot 1, a distance of 331.11 feet, to the Point of Beginning and there terminating.
(the **“Fairgrounds Perimeter”**)

County of Itasca, Minnesota

Service Contract

A.1 DATES AND PARTIES

A.1.1 THIS CONTRACT, made this **1st day of January, 2023**, by and between the County of Itasca, herein called the “County,” and **Itasca County Agricultural Association**, a corporation organized and existing under the laws of the State of Minnesota, herein called the “Vendor.”

B.1 AGREEMENT

B.1.1 NOW, THEREFORE, it is mutually agreed that, in consideration of the payments to be made to said Vendor, subject to the conditions, hereinafter set forth, the County shall purchase **property management services** from said Vendor, upon terms and at the agreed price(s), and the Vendor shall perform said services all in accordance with the specifications of County as set forth in the Special Conditions of this Agreement.

C.1 TERM OF CONTRACT

C.1.1 The term of this Contract is from **January 1, 2023, to December 31, 2023**, inclusive. The Contract may be extended if provided for in the Special Conditions.

D.1 SPECIAL CONDITIONS

D.1.1 This Contract 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 **Attachment A**.

E.1 CONTRACT AMOUNT

E.1.1 This Agreement when fully completed and fulfilled on the part of said Vendor to the satisfaction of the County or its duly authorized agent, is **estimated to not exceed \$66,000** for the current term.

F.1 INCREASE

F.1.1 No increases to the above said Contract amount will be allowed to the Vendor during the term of this Contract unless provided for in the Special Conditions or mutual agreement of the parties.

G.1 PAYMENT

- G.1.1** The County does hereby agree, to pay said Vendor as services are performed to the satisfaction of the County, or its duly authorized agent, **payments as indicated in the Special Conditions**. Payment terms of this Contract are Net 30.

H.1 GUARANTEE

- H.1.1** The Vendor further agrees to guarantee all materials and parts supplied under this Contract against inferiority as to specifications, such guarantee to be unconditional. Failure or neglect of the County or its designated representative to require compliance with any term or condition of this Contract or the specifications shall not be deemed a waiver of such term or condition.

I.1 BOND

- I.1.1** Minnesota Statute 574.26 requires the vendor to furnish a Performance Bond and a Labor & Materials Payment Bond in the full amount, for any contract over \$75,000, in favor of the County, to protect the County against any breach of contract. The Surety Company providing the bond must be registered to do business in the State of Minnesota and be satisfactory to the County.

J.1 INSURANCE

- J.1.1** The following insurance must be maintained for the duration of this Contract. A Certificate of Insurance for each policy which lists Itasca County as a certificate holder and as an additional insured must be on file with the Itasca County Risk Management Department within 10 days of execution of this Contract and prior to commencement of any work under this Contract. Each certificate must include a 30-day notice of cancellation, nonrenewal, or material change to all named and additional insureds.
- J.1.2** The County reserves the right to terminate, suspend or rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Contractor. All insurance policies shall be open to inspection by the County, and copies of policies shall be submitted to the County upon written request. All subcontractors shall provide evidence of similar coverage.

J.1.3 General Liability Insurance

J.1.3.1

	<u>Limit</u>
General Aggregate	\$3,000,000
Products-Completed	
Operations Aggregate	\$3,000,000
Personal and Advertising Injury	\$1,500,000
Each Occurrence:	
Combined Bodily Injury and Property Damage	\$1,500,000

J.1.3.2 Policy shall include contractors and subcontractors, and contractual liability.

J.1.3.3 Itasca County **must be named as certificate holder and an additional insured.**

J.1.4 Automobile Liability Insurance

J.1.4.1

	<u>Limit</u>
Automobile Liability - Combined single limit each occurrence for bodily injury and property damage covering owned, non-owned and hired automobiles	\$1,500,000

J.1.4.2 Must cover owned, non-owned and hired vehicles.

J.1.5 Workers' Compensation Per Statutory Requirements

J.1.5.1 Vendor must maintain statutory limits. Itasca County reserves the right to rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against bidder. If the Contractor is based outside the State of Minnesota, coverage must apply to Minnesota laws.

J.1.6 Employer's Liability

	<u>Limit</u>
J.1.6.1 Bodily injury by:	
Accident - Each Accident	\$500,000
Disease - Policy Limit	\$500,000
Disease - Each Employee	\$500,000

J.1.7 Professional Liability Insurance [For Professional Services Contracts Only]

J.1.6.1 Provider shall maintain at its sole expense a valid policy of insurance covering professional liability, arising from the acts or omissions of Provider, its agent and employees in the amount of not less than \$500,000 per claim and \$3,000,000 annual aggregate. (These suggested limits should be reviewed on a case by case basis)

J.1.8 Indemnification Clause

J.1.8.1 Except as may be caused by the sole negligence of the County or its employees, Contractor shall indemnify and save harmless Itasca County, its employees, and its agents from all claims, actions, demands, and judgments of any kind arising in whole or in part from any act or omission of Contractor, its subcontractors, and their agents, servants, or employees, incidental to the performance of the Contract and from all expenses in connection with such claims, actions, demands and judgments, and shall assume, without expense to the County, the defense of any such claims, actions, demands and judgments, irrespective of whether it is alleged, claimed, or proved in connection with such act or omission that negligence of the County or its representatives caused or contributed thereto.

J.1.8.2 Contractor agrees, that in order to protect itself and the County under the indemnity provisions set forth above, it will at all times during the term of this Agreement keep in force policies of insurances indicated in paragraph entitled, "INSURANCE."

J.1.8.3 This provision is not intended to create any cause of action in favor of any third party against the Contractor or the County or to enlarge in any way the Contractor's liability, but it is intended solely to provide for indemnification of the County from liability for damages or injuries to third persons or property arising from the Contractor's or the Contractor's agents' performance hereunder.

The above establishes minimum insurance requirements. It is the sole responsibility of Vendor to determine the need for and to procure additional coverage that may be needed in connection with this Agreement.

Vendor further agrees the minimum requirements set forth above shall at all times be in an amount at least equal to the maximum liability of the County under Minn. Stat. 466.04 now or as said statute is hereafter amended or as otherwise required by law, statute or rule.

K.1 UNAVOIDABLE CIRCUMSTANCES

K.1.1 The Vendor shall not be held responsible for damages caused by delay or failure to perform hereunder, when such delay or failure is due to Fires, Strikes, Acts of God, Legal acts of the public authorities, or delays or defaults caused by public carriers, or acts or demands of the Government in time of war or national emergency.

L.1 RIGHT TO TERMINATE

L.1.1 County reserves the right to terminate this Contract immediately, at any time during the contract period for failure of Vendor to perform as specified in the Special Conditions, or to the reasonable satisfaction of County, upon notification to Vendor.

M.1 ASSIGNMENT

M.1.1 Vendor shall not enter into any subcontract for performance of any services contemplated under this Contract, nor assign any part of this Contract, without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. The Vendor shall be responsible for the performance of all subcontractors.

N.1 INDEMNIFICATION

N.1.1 Vendor shall indemnify, hold harmless and defend the County, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the County, its officers or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of Vendor, its agents, servants or employees, in the execution, performance, or failure to adequately perform Vendor's obligations pursuant to this Contract.

O.1 COMPLIANCE WITH LAWS

O.1.1 Vendor shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which Vendor is responsible.

P.1 RECORDS AUDITING AND RETENTION

P.1.1 Vendor's books, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract 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 Contract. Vendor 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.

Q.1 WAIVER

Q.1.1 Any waiver by either party of any provision of this Contract shall not imply a subsequent waiver of that or any other provision.

R.1 MODIFICATIONS/AMENDMENT

R.1.1 Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing and signed by authorized representative of the County and Vendor.

S.1 SEVERABILITY

S.1.1 The provision of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Contract unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Contract with respect to either party.

T.1 FINAL AGREEMENT

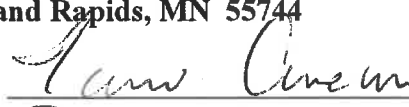
T.1.1 This Contract is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings, or agreements. There are no representations, warranties, or stipulations, either oral or written, not herein contained.

U.1 EXECUTION

U.1.1 IN WITNESS WHEREOF, the County has caused this Contract to be signed by its duly authorized officers and the Vendor has hereunto set its hand.

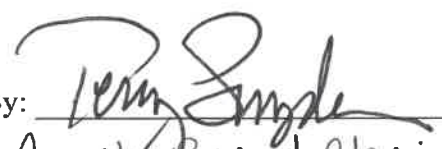
Dated this 22nd day of November, 2022.

Itasca County Agricultural Association
1336 Fairgrounds Rd.
Grand Rapids, MN 55744

By: 

Its President

COUNTY OF ITASCA, MINNESOTA

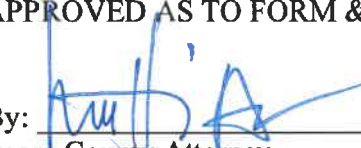
By: 

Its County Board Chair

By: 

Its Clerk of the County Board

APPROVED AS TO FORM & EXECUTION

By: 

Itasca County Attorney

ATTACHMENT A SPECIAL CONDITIONS SUPPLEMENT

Final
01/01/2023

- Purpose:
1. The “Vendor” agrees to provide the following technical support services for property management of Fairgrounds Park under the authority of Itasca County through its Land Department-Fairgrounds Park Operations Plan.
 - A. Event coordination
 - B. Activity coordination
 - C. Rental coordination.
 - D. Campground
 - E. Light-duty buildings and grounds maintenance.
 2. It is mutually understood by “County” and “Vendor” that the ICAA shall independently administer and conduct an annual Itasca County Fair under statutory authority for Agricultural Associations (M.S. 38.01-38.27) on the premises described in Exhibit A, beginning one week before until one week after the designated dates of the Itasca County Fair (fair season) The ICAA shall be responsible for the payment of all costs and expenses related to the Itasca County Fair and hold Itasca County harmless from such expenses *including routine clean-up and maintenance on the premises, buildings and structures during fair season.*

Authorized representative for the “County” is the Park and Recreation Director or designee. Authorized representative for “Vendor” is the ICAA Board or designee.

- Time Period: January 1, 2023 – December 31, 2023.
- Payment Details:
1. Routine clean-up and maintenance during fair season shall be at no charge to Itasca County
 2. The up-front grant of **\$66,000** is payment in full for deliverables.
 3. Services beyond those listed under deliverables will be an additional fee.
- Deliverables:
- All deliverables subject to the terms of this service contract shall be completed to the satisfaction of the County.
1. Routine clean-up and maintenance during fair season that will leave the premises, buildings and structures in original or better condition.
 2. Non-fair season property management.

The County agrees:

- A. To administer all capital improvement projects; buildings and structure(s) repair and maintenance; and vegetation management on the premises.
- B. To provide insurance for grounds, buildings and contents owned by Itasca County.
- C. To provide an office space and a basement storage cubical to the ICAA Fair Board in the trailhead building.

The Vendor agrees to provide:

- A. Event coordination
 - 1. Contact person to coordinate with event organizers.
 - 2. Correspond; meet on site; open and close doors/gates; process paperwork.
 - 3. Inspect and lock all doors and windows at the end of all event days.
 - 4. Remove all garbage from the buildings and outside receptacles as needed.
 - 5. Be available for emergency calls and respond back as soon as possible.
- B. Activity coordination
 - 1. Contact person for accommodating approved activities.
 - 2. Opening and closing doors as needed for each activity (or ensure it is done).
 - 3. Inspect and lock all doors and windows at the end of all activity days.
 - 4. Remove all garbage from the buildings and outside receptacles as needed.
 - 5. Be available for emergency calls and respond back as soon as possible.
- C. Rental coordination
 - 1. Contact person for rental management.
 - 2. Process rental permit(s) according to Itasca County fee schedule.
 - 3. Opening and closing doors as needed on a seasonal basis.
- D. Campground coordination
 - 1. Contact person for reservations.
 - 2. Assist campers with site setup, fire rings, and tables as needed.
 - 3. Clean bathroom, showers, and laundry areas daily.
 - 4. Clean sites and fire rings daily.
 - 5. Provide firewood as requested.
 - 6. Contact the Park System Manager for emergencies, accidents, and near misses.
 - 7. Coordination with campground host.

- E. Light-duty buildings and grounds maintenance.
1. To perform summer season routine clean-up and light maintenance on the premises, buildings, and structures including mowing and light repairs.
 2. The structure upon the premises known as the “Trailhead Building” together with such rights of access and uses of grounds adjacent thereto for its operation shall be managed and maintained as follows:
To perform routine maintenance of the building and grounds to include:
 - a. Cleaning and sweeping of the building floors and exterior porch areas.
 - b. Litter and debris collection and disposal.
 - c. Shovel and salt all entryways as needed.
 - d. Supply expendable products for the general public, events and meetings.
 - e. Vegetation maintenance to include necessary and regular mowing, tree trimming and noxious weed control.
 - f. Dust and clean signage and kiosk areas and glass as needed.
 - g. Clean and disinfect the public bathroom facilities and kitchen weekly and after all events. To include counter tops, cupboards, stove, refrigerator, and sinks.
 - h. Clean any remaining dishes, coffee pots, and surfaces as needed.
 - i. Clean and inspect all tables and chairs after each rental.
 - j. Wash all outside windows at least two times per year.
 - k. Repair any emergency plumbing, hand dryers, and small damages as needed.
 - l. Test emergency lighting and fire extinguishers annually.
 - m. Necessary, routine maintenance of catch basins to ensure the free flow of water as necessary to prevent damage to the facility.
 - n. Provide light maintenance and minor repairs for amenities provided on or near the facility to include drinking fountains and benches, etc.
 - o. Provide for building reservations for the meeting room, kitchen and storage rentals.
 - p. Provide for opening and closing of the outside bathroom doors on a regular basis to meet seasonal needs. If excessive damages occur to the building or facilities within, ICAA will have the right to close the building while it is unoccupied. Notice of this closure will be given to the County in writing.
 - q. Report all vandalism and damages to the Park System Manager.
 - r. The ICAA shall be responsible for the payment of all costs and expenses related to the property management services and hold Itasca County harmless from such expenses except as otherwise set forth herein.

Other
terms and
conditions
:

1. A modification to the Indemnification and Insurance Policy dated April 27, 2010 is approved as a minimum and required as follows: Auto Liability Insurance in the amount of \$1,000,000 combined single limit naming Itasca County as additional insured; and a signed Worker's Compensation Insurance Certificate of Compliance on file.
2. Primary budget source for independent operation of Itasca County Fair is the ICAA. All revenues and expenses related to the activities of the ICAA and its operation of the Itasca County Fair shall be segregated from those relating to services for property management of the Fairgrounds Park required by this Agreement. A separate bank account shall be maintained by ICAA for Itasca County Fair operations.
3. Primary budget source for property management services is the Forest Resource Fund County Park System account 12-610-510. All revenues and expenses related to the activities of the ICAA and its property management services of the Fairgrounds Park shall be segregated from those relating to conduct of the Itasca County Fair. A separate bank account shall be maintained by ICAA for revenues and expenses related to property management services provided under this Agreement
4. To the extent that any term in this attachment conflicts with any contract term or condition, the terms and conditions of the contract shall prevail over the attachment.

jjm

EXHIBIT A
Fairgrounds Park Property Description 2014
(Quiet Title)

The East One-half of Southwest Quarter of the Northeast Quarter, Section Sixteen, Township Fifty-five North, Range Twenty Five West of the Fourth Principal Meridian (E $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$, Sec 16, T55N, R25W)

Parcel ID #: 91-016-1300

AND

The West One-half of the Southwest Quarter of the Northeast Quarter, Section Sixteen, Township Fifty-five North, Range Twenty-five West of the Fourth Principal Meridian (W $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$, Sec 16, T55 N, R25W)

Parcel ID #91-016-1300

AND

The East One-half of the Northeast Quarter of the Southeast Quarter of the Northwest Quarter, Section Sixteen, Township Fifty-five North, Range Twenty-five West of the Fourth Principal Meridian (E $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec 16, T55N, R25W)

Parcel ID #91-016-2401

AND

Lot Fifteen, Park Row, KEARNEY'S FIRST ADDITION TO GRAND RAPIDS, Section Sixteen, Township Fifty-five North, Range Twenty-five West of the Fourth Principal Meridian (Lot 15, Park Row, KEARNEY'S FIRST ADD TO G. RAPIDS, Sec 16, T55N, R25W)

Parcel ID #91-585-4150

AND

Lot Fourteen, Park Row, KEARNEY'S FIRST ADDITION TO GRAND RAPIDS, Section Sixteen, Township Fifty-five North, Range Twenty-five West of the Fourth Principal Meridian (Lot 14, Park Row, KEARNEY'S FIRST ADD TO G. RAPIDS, Sec 16, T55N, R25W)

Parcel ID# 91-585-4150

AND

Lots One and Two, Block One, KEARNEY'S FIRST ADDITION TO GRAND RAPIDS, Section Sixteen, Township Fifty-five North, Range Twenty-five West of the Fourth Principal Meridian (Lot 1 & 2, Block 1, KEARNEY'S FIRST ADD TO G. RAPIDS, Sec 16, T55N, R25W)

Parcel ID# 91-585-0110

AND

The East Two Acres of the West One-half of the Northeast Quarter of the Southeast Quarter of the Northwest Quarter, Section Sixteen, Township Fifty-five North, Range Twenty-five West of the Fourth Principal Meridian (E 2 Acres $W\frac{1}{2}$ $NE\frac{1}{4}$ $SE\frac{1}{4}$ $NW\frac{1}{4}$, Sec 16, T55N, R25W)

Parcel ID# 91-016-2402

AND

The West Three hundred thirty feet of the East Nine hundred ninety feet of the South Six hundred sixty feet of the Northwest Quarter of the Northeast Quarter, Section Sixteen, Township Fifty-five North, Range Twenty-five West of the Fourth Principal Meridian (W 330' of E 990' of S 660' of $NW\frac{1}{4}$ $NE\frac{1}{4}$, Sec 16, T55N, R25W)

Parcel ID# 91-016-1206

AND

The East One-half of the Southeast Quarter of Government Lot One, Section Sixteen, Township Fifty-five North, Range Twenty-five West of the Fourth Principal Meridian ($E\frac{1}{2}$ of $SE\frac{1}{4}$ of GL1, Sec 16, T55N, R25W)

Parcel ID# 91-016-2104

AND

The West Half of the Southwest Quarter of the Northwest Quarter of the Northeast Quarter Less the East Nine hundred ninety feet, Section Sixteen, Township Fifty-five North, Range Twenty-five West of the Fourth Principal Meridian ($W\frac{1}{2}$ of $SW\frac{1}{4}$ $NW\frac{1}{4}$ $NE\frac{1}{4}$ Less E 990', Sec 16, T55N, R25W)

Parcel ID# 91-016-1207

AND

The South One-half of the Southeast Quarter of the Northwest Quarter of the Northeast Quarter, Less the South Two hundred ninety-six and 42 one-hundredths feet of the East Two hundred sixty-four feet, AND Less the West Two hundred sixty-four feet of the South One hundred sixty-five feet of the East Five hundred twenty-eight feet of the of the Northwest Quarter of the Northeast Quarter, Section Sixteen, Township Fifty-five North, Range Twenty-five West of the Fourth Principal Meridian. ($S\frac{1}{2}$ of $SE\frac{1}{4}$ $NW\frac{1}{4}$ $NE\frac{1}{4}$, Less the S. 296.42' of the E. 264' and Less W. 264' of the S. 165' of the E. 528', Sec 16, T55N, R25W)

Parcel ID# 91-016-1204

AND

The West Two hundred sixty-four feet of the South One hundred sixty-five feet of the East Five hundred twenty-eight feet of the Northwest Quarter of the Northeast Quarter, Section Sixteen, Township Fifty-five North, Range Twenty-five West of the Fourth Principal Meridian (W 264' of S 165' of E 528' of $NW\frac{1}{4}$ $NE\frac{1}{4}$, Sec 16, T55N, R25W)

Parcel ID# 91-016-1204

AND

The South One-half of the Northwest Quarter of the Northwest Quarter of the Northeast Quarter, Section Sixteen, Township Fifty-five North, Range Twenty-five West of the Fourth Principal Meridian ($S\frac{1}{2}$ $NW\frac{1}{4}$ $NW\frac{1}{4}$ $NE\frac{1}{4}$, Sec 16, T55N, R25W)

Parcel ID# 91-016-1209

AND

The South Forty-five feet of Lot Three, and all of Lot Four, Block One, KEARNEY'S FIRST ADDITION TO GRAND RAPIDS, Section Sixteen, Township Fifty-five North, Range Twenty-five West of the Fourth Principal Meridian (S 45' of Lot 3, and all of Lot 4, Block 1, KEARNEY'S FIRST ADD TO G. RAPIDS, Sec 16, T55N, R25W)

Parcel ID# 91-585-0130

AND

The East One-half of the Northwest Quarter of the Southeast Quarter of the Northwest Quarter, and the West One and One-half acres of the West One-Half of the Northeast Quarter of the Southeast Quarter of the Northwest Quarter of Section Sixteen, Township Fifty-five North, Range Twenty-five West of the Fourth Principal Meridian, Less the West

229 feet of the East One-half of the Northwest Quarter of the Southeast Quarter of the Northwest Quarter of Section Sixteen , Township Fifty-five North, Range Twenty-five West of the Fourth Principal Meridian ($E\frac{1}{2}$ of $NW\frac{1}{4}$ $SE\frac{1}{4}$ $NW\frac{1}{4}$ and $W\frac{1}{2}$ acre of $W\frac{1}{2}$ $NE\frac{1}{4}$ $SE\frac{1}{4}$ $NW\frac{1}{4}$, Sec 16, T55N, R25W Less 229' of $E\frac{1}{2}$ $NW\frac{1}{4}$ $SE\frac{1}{4}$ $NW\frac{1}{4}$, Sec 16, T55N, R25W)

Parcel ID# 91-016-2440

AND

The East One and One-half acres of the West three acres of the West One-half of the Northeast Quarter of the Southeast Quarter of the Northwest Quarter of Section Sixteen, Township Fifty-five North, Range Twenty-five West of the Fourth Principal Meridian ($E\frac{1}{2}$ A of W 3A of $W\frac{1}{2}$ of $NE\frac{1}{4}$ $SE\frac{1}{4}$ $NW\frac{1}{4}$, Sec 16, T55N, R25W)

Parcel ID# 91-016-2403

AND

The North Sixty feet of Lot Three, Block One, KEARNEY'S FIRST ADDITION TO GRAND RAPIDS, according to the recorded plat thereof on file and of record in the office of the County Recorder of said county and state. of Section Sixteen, Township Fifty-five North, Range Twenty-five West of the Fourth Principal Meridian (N 60' of Lot 3, Block 1, KEARNEY'S FIRST ADD TO G. RAPIDS, Sec 16, T55N, R25W)

Parcel ID# 91-585-0120

(the "Fairgrounds Parcels")

AND

Any and all lands within said **Fairgrounds Perimeter** said perimeter being described as follows:

A parcel of land located within the Northwest Quarter of the Northeast Quarter, the Southwest Quarter of the Northeast Quarter, the Southeast Quarter of the Northwest Quarter, Government Lot 1, the Northeast Quarter of the Southwest Quarter, Block One, KEARNEY'S FIRST ADDITION TO GRAND RAPIDS, and Lots 14 and 15 of PARK ROW of KEARNEY'S FIRST ADDITION TO GRAND RAPIDS, all in Section 16, Township 55 North, Range 25 West of the 4th Principal Meridian, described as follows:

Commencing at a 1½ inch solid rod marking the north quarter corner of Section 16; thence South 00 degrees 23 minutes 12 seconds West, bearings based upon the Itasca County South Zone Coordinate System, 330.80 feet, to an Itasca County monument marking the north line of the south one-half of the Northwest Quarter of the Northwest Quarter of the

Northeast Quarter and the Point of Beginning; thence North 89 degrees 51 minutes 32 seconds East, along said north line of the South one-half of the Northwest Quarter of the Northwest Quarter of the Northeast Quarter, 661.16 feet, to an Itasca County monument marking the east line of the west one-half of the Northwest Quarter of the Northeast Quarter; thence South 00 degrees 19 minutes 14 seconds West, along said east line of the west one-half of the Northwest Quarter of the Northeast Quarter, 660.56 feet, to an Itasca County monument marking the north line of the south one-half of the Southeast Quarter of the Northwest Quarter of the Northeast Quarter; thence North 89 degrees 42 minutes 41 seconds East, along said north line of the south one-half of the Southeast Quarter of the Northwest Quarter of the Northeast Quarter, 661.58 feet, to a ½ inch iron pipe marking the east line of the Northwest Quarter of the Northeast Quarter; thence South 00 degrees 37 minutes 11 seconds West, along said east line of the Northwest Quarter of the Northeast Quarter, 33.20 feet, to an aluminum capped iron pipe LS 19526 marking the north line of the south 296.42 feet; thence South 89 degrees 41 minutes 28 seconds West, along the north line of the south 296.42 feet, a distance of 264.03 feet, to an aluminum capped iron pipe LS 19526 marking the west line of the East 264 feet; thence South 00 degrees 37 minutes 11 seconds West, along the west line of the East 264 feet, a distance of 296.46 feet, to an aluminum capped iron pipe LS 19526 marking the south line of the Northwest Quarter of the Northeast Quarter; thence North 89 degrees 41 minutes 28 seconds East, along the south line of the Northwest Quarter of the Northeast Quarter 264.03 feet, to a capped 1/2 inch iron pipe LS 16459 marking the northeast one-sixteenth corner of said Section 16; thence South 00 degrees 18 minutes 59 seconds West, along the east line of the Southwest Quarter of the Northeast Quarter, 1316.36 feet, to a 1 inch iron pipe marking the center-east one-sixteenth corner of said Section 16; thence South 89 degrees 23 minutes 49 seconds West, along the south line of the Southwest Quarter of the Northeast Quarter, 1325.04 feet, to an iron pipe marking the center quarter of said Section 16; thence South 00 degrees 50 minutes 28 seconds West, along the west line of the Northwest Quarter of the Southeast Quarter, 229.72 feet, to an aluminum capped iron pipe LS 19526, marking the intersection with the easterly extension of the southerly line of Block 1, KEARNEY'S FIRST ADDITION TO GRAND RAPIDS; thence North 89 degrees 35 minutes 51 seconds West, along the southerly line of Block 1 and its easterly extension, 314 feet, more or less, to the shore of Crystal Lake; thence northerly along the shore of Crystal Lake to intersect the west line of Lot 14, PARK ROW, KEARNEY'S FIRST ADDITION TO GRAND RAPIDS; thence North 00 degrees 09 minutes 36 seconds West, along the west line of said Lot 14 a distance of 301 feet, more or less, to an aluminum capped iron pipe LS 19526, marking the south line of the north half of the Southeast Quarter of the Northwest Quarter; thence South 89 degrees 57 minutes 39 seconds West, along the south line of the north half of the Southeast Quarter of the Northwest Quarter, 216.44 feet, to a ½ inch capped iron pipe set by L.S. 13310; thence continuing South 89 degrees 57 minutes 39 seconds West, along the south line of the north half of the Southeast Quarter of the Northwest Quarter, 202.84 feet, more or less, to intersect the east line of the West 229 feet of the East one-half of the Northwest Quarter of the Southeast Quarter of the Northwest Quarter (as established by LS 13310); thence North 00 degrees 14 minutes 23 seconds East, along said east line of the West 229 feet of the East one-half of the Northwest Quarter of the Southeast Quarter of the Northwest Quarter, 663.93 feet, to a ½ inch capped iron pipe marking the north line of the Southeast Quarter of the Northwest

Quarter; thence South 89 degrees 46 minutes 58 seconds East, along the north line of the Southeast Quarter of the Northwest Quarter, 438.65 feet, to an Itasca County monument marking the east one-half of the Northeast Quarter of the Southeast Quarter of the Northwest Quarter; thence North 00 degrees 20 minutes 03 seconds East, along the west line of the east one-half of the Southeast Quarter of Government Lot 1, a distance of 662.56 feet, to an Itasca County monument marking the north line of the Southeast Quarter of Government Lot 1; thence South 89 degrees 55 minutes 26 seconds East, along the north line of the Southeast Quarter of Government Lot 1, a distance of 334.61 feet, to an Itasca County monument marking the east line of Government Lot 1; thence North 00 degrees 21 minutes 12 seconds East, along the east line of Government Lot 1, a distance of 331.11 feet, to the Point of Beginning and there terminating.
(the “Fairgrounds Perimeter”)



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 22, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2638

DEPARTMENT: Environmental Services

TIME REQUESTED: 10 Minutes

PRESENTER: Andy Arens

AGENDA ITEM:

Mississippi River - Grand Rapids Comprehensive Watershed Management Planning Memorandum of Agreement

BOARD ACTION REQUESTED:

Adopt the Mississippi River - Grand Rapids Memorandum of Agreement (MOA) and authorize necessary signatures.

BACKGROUND:

The Itasca SWCD, along with SWCD and County partners in Aitkin, Cass, Carlton, and St Louis Counties, have received a Board of Water and Soil Resources (BWSR) grant to develop a comprehensive watershed management plan for the Mississippi River – Grand Rapids watershed. Each of the ten County and SWCD Boards are now being asked to adopt the Mississippi River - Grand Rapids Memorandum of Agreement (MOA). The MOA document outlines the conditions and partner roles of the granted watershed planning process. An RBA will be prepared in 2023 to appoint primary and secondary voting members to the Policy Committee.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Itasca County MOA UMGR Watershed Partnership Draft
 2. Mississippi River - Grand Rapids Comprehensive Watershed Management Planning MOA
- FULLY EXECUTED

11/15/2022

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 11/22/2022 2:30 PM
----------------	--------------------------------	---------------------------------

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Ben DeNucci

AYES:	Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Davin Tinquist

MEMORANDUM OF AGREEMENT

This Agreement (Agreement) is made and entered into by and between:

The Counties of Aitkin, Carlton, Cass, Itasca and St. Louis by and through their respective County Board of Commissioners, and The Aitkin, Carlton, Cass, Itasca, N. St. Louis and S. St. Louis Soil and Water Conservation Districts, by and through their respective Soil and Water Conservation District Board of Supervisors

Collectively referred to as the "Parties."

WHEREAS, the Counties of this Agreement are political subdivisions of the State of Minnesota, with authority to carry out environmental programs and land use controls, pursuant to Minnesota Statutes Chapter 375 and as otherwise provided by law; and

WHEREAS, the Soil and Water Conservation Districts (SWCDs) of this Agreement are political subdivisions of the State of Minnesota, with statutory authority to carry out erosion control and other soil and water conservation programs, pursuant to Minnesota Statutes Chapter 103C and as otherwise provided by law; and

WHEREAS, the parties to this Agreement have a common interest and statutory authority to prepare, adopt, and assure implementation of a comprehensive watershed management plan in the Mississippi River-Grand Rapids Watershed to conserve soil and water resources through the implementation of practices, programs, and regulatory controls that effectively control or prevent erosion, sedimentation, siltation and related pollution in order to protect natural resources, ensure continued soil productivity, protect water quality, reduce damages caused by floods, preserve wildlife, protect the tax base, and protect public lands and waters; and

WHEREAS, with matters that relate to coordination of water management authorities pursuant to Minnesota Statutes Chapters 103B, 103C, and 103D with public drainage systems pursuant to Minnesota Statutes Chapter 103E, this Agreement does not change the rights or obligations of the public drainage system authorities:

WHEREAS, the Parties have formed this Agreement for the specific goal of developing a plan pursuant to Minnesota Statutes § 103B.801, Comprehensive Watershed Management Planning, also known as *One Watershed, One Plan*.

NOW, THEREFORE, the Parties hereto agree as follows:

1. **Purpose:** The Parties to this Agreement recognize the importance of partnerships to plan and implement protection and restoration efforts for the Mississippi River-Grand Rapids Watershed. The purpose of this Agreement is to collectively develop and adopt, as local government units, a coordinated watershed management plan for implementation per the provisions of the Plan. Parties signing this Agreement will be collectively referred to as Mississippi River-Grand Rapids Watershed Collaboration.
2. **Term:** This Agreement is effective upon signature of all Parties in consideration of the Board of Water and Soil Resources (BWSR) Operating Procedures for One Watershed, One Plan; and will remain in effect until adoption of the plan by all parties unless canceled according to the provisions of this Agreement or earlier terminated by law.

3. **Adding Additional Parties:** A qualifying party desiring to become a member of this Agreement shall indicate its intent by adoption of a board resolution prior to a date that is six months from the BWSR One Watershed, One Plan Planning Grant Agreement execution. The party agrees to abide by the terms and conditions of the Agreement; including but not limited to the bylaws, policies and procedures adopted by the Policy Committee.
4. **Withdrawal of Parties:** A party desiring to leave the membership of this Agreement shall indicate its intent in writing to the Policy Committee in the form of an official board resolution. Notice must be made at least 30 days in advance of leaving the Agreement.
5. **General Provisions:**
 - a. **Compliance with Laws/Standards:** The Parties agree to abide by all federal, state, and local laws; statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs, and staff for which the Agreement is responsible.
 - b. **Indemnification:** Each party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized or limited by law and shall not be responsible for the acts of any other party, its officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minnesota Statute Chapter 466 and other applicable laws govern liability of the Parties. To the full extent permitted by law, actions by the Parties, their respective officers, employees, and agents pursuant to this Agreement are intended to be and shall be construed as a “cooperative activity.” It is the intent of the Parties that they shall be deemed a “single governmental unit” for the purpose of liability, as set forth in Minnesota Statutes § 471.59, subd. 1a(a). For purposes of Minnesota Statutes § 471.59, subd. 1a(a) it is the intent of each party that this Agreement does not create any liability or exposure of one party for the acts or omissions of any other party.
 - c. **Records Retention and Data Practices:** The Parties agree that records created pursuant to the terms of this Agreement will be retained in a manner that meets their respective entity’s records retention schedules that have been reviewed and approved by the State in accordance with Minnesota Statutes § 138.17. The Parties further agree that records prepared or maintained in furtherance of the Agreement shall be subject to the Minnesota Government Data Practices Act. At the time this Agreement expires, all records will be turned over to Todd County for continued retention.
 - d. **Timeliness:** The Parties agree to perform obligations under this Agreement in a timely manner and keep each other informed about any delays that may occur.
 - e. **Extension:** The Parties may extend the termination date of this Agreement upon Agreement by all Parties.

- f. **Amendment of Memorandum of Agreement:** This MOA may be amended by recommendation of the Advisory Committee and approval of the amendment(s) by the Policy Committee with final Approval by the Aitkin, Carlton, Cass, Itasca, and St. Louis County Boards of Commissioners and Aitkin, Carlton, Cass, Itasca, N. St. Louis and S. St. Louis Soil and Water Conservation District Supervisors.

6. **Administration:**

- a. **Establishment of Committees for Development of the Plan.** The Parties agree to designate one representative, who must be an elected or appointed member of the governing board, to a Policy Committee for development of the watershed-based plan and may appoint one or more technical representatives to a Technical Advisory Committee for development of the plan in consideration of the BWSR Operating Procedures for One Watershed, One Plan.
 - i. The Policy Committee will meet as needed to decide on the content of the plan, serve as a liaison to their respective boards, and act on behalf of their Board. Each representative shall have one vote.
 - ii. Each governing board may choose one alternate to serve on the Policy Committee as needed in the absence of the designated member.
 - iii. The Policy Committee will establish bylaws within 90 days of the execution of the Memorandum of Agreement to describe the functions and operations of the committee(s).
 - iv. The Steering Committee will be comprised of staff from local agencies formally participating in 1W1P by signing the MOA and BWSR staff acting as advisors. The Steering Committee will provide the logistical organization of the planning process and associated meetings. They may make recommendations to the Technical Advisory Committee and to the Policy Committee.
 - v. The Technical Advisory Committee will meet monthly or as needed to assist and provide technical support and make recommendations to the Policy Committee on the development and content of the plan.
- b. **Submittal of the Plan.** The Policy Committee will recommend the plan to the Parties of this Agreement. The Policy Committee will be responsible for initiating a formal review process for the watershed-based plan conforming to Minnesota Statutes Chapters 103B and 103D, including public hearings. Upon completion of local review and comment, and approval of the plan for submittal by each party, the Policy Committee will submit the watershed-based plan jointly to BWSR for review and approval.
- c. **Adoption of the Plan.** The Parties agree to adopt and begin implementation of the plan within 120 days of receiving notice of state approval, and provide notice of plan adoption pursuant to Minnesota Statutes Chapters 103B and 103D.

7. **Fiscal Agent:** Itasca SWCD will act as the fiscal agent for the purposes of this Agreement and agrees to:
- a. Accept all responsibilities associated with the implementation of the BWSR grant agreement for developing a watershed-based plan.
 - b. Perform financial transactions as part of grant agreement and contract implementation.
 - c. Annually provide a full and complete audit report.
 - d. Provide the Policy Committee with the records necessary to describe the financial condition of the BWSR grant agreement.
 - e. Retain fiscal records consistent with the agent's records retention schedule until termination of the Agreement (at that time, records will be turned over to the Board of Water Soil Resources).
8. **Grant Administration:** Itasca SWCD will act as the grant administrator for the purposes of this Agreement and agrees to provide the following services:
- a. Accept all day-to-day responsibilities associated with the implementation of the BWSR grant agreement for developing a watershed-based plan, including being the primary BWSR contact for the *One Watershed, One Plan* Grant Agreement and being responsible for BWSR reporting requirements associated with the grant agreement.
 - b. Provide the Policy Committee with the records necessary to describe the planning condition of the BWSR grant agreement.
9. The following parties agree to provide the following services:
- a. Grant Administration/Fiscal Agent: Itasca SWCD
 - b. Policy and Advisory Committee Coordination: Itasca SWCD
 - c. Outreach Coordinator: Aitkin SWCD
 - d. Public Notice Requirements: Itasca SWCD

In the event of a vacancy of the above listed roles, the party responsible for the role will determine if there is adequate capacity within the organization to fulfil the listed role. If it is determined by the partner agency they no longer have capacity and would like to relinquish their duties they must inform the Steering Committee. The Steering Committee will then reassign the service to another party with the capacity to fulfil the grant agreement.

10. **Multiple Counterparts:** The Parties may sign multiple counterparts of this Agreement. Each signed counterpart shall be deemed an original, but all of them together represent the same Agreement.
11. **Authorized Representatives:** The following persons will be the primary contacts for all matters concerning this Agreement:

IN TESTIMONY WHEREOF the Parties have duly executed this Agreement by their duly authorized officers.

PARTNER: Itasca County

APPROVED:

BY: _____
Board Chair Date

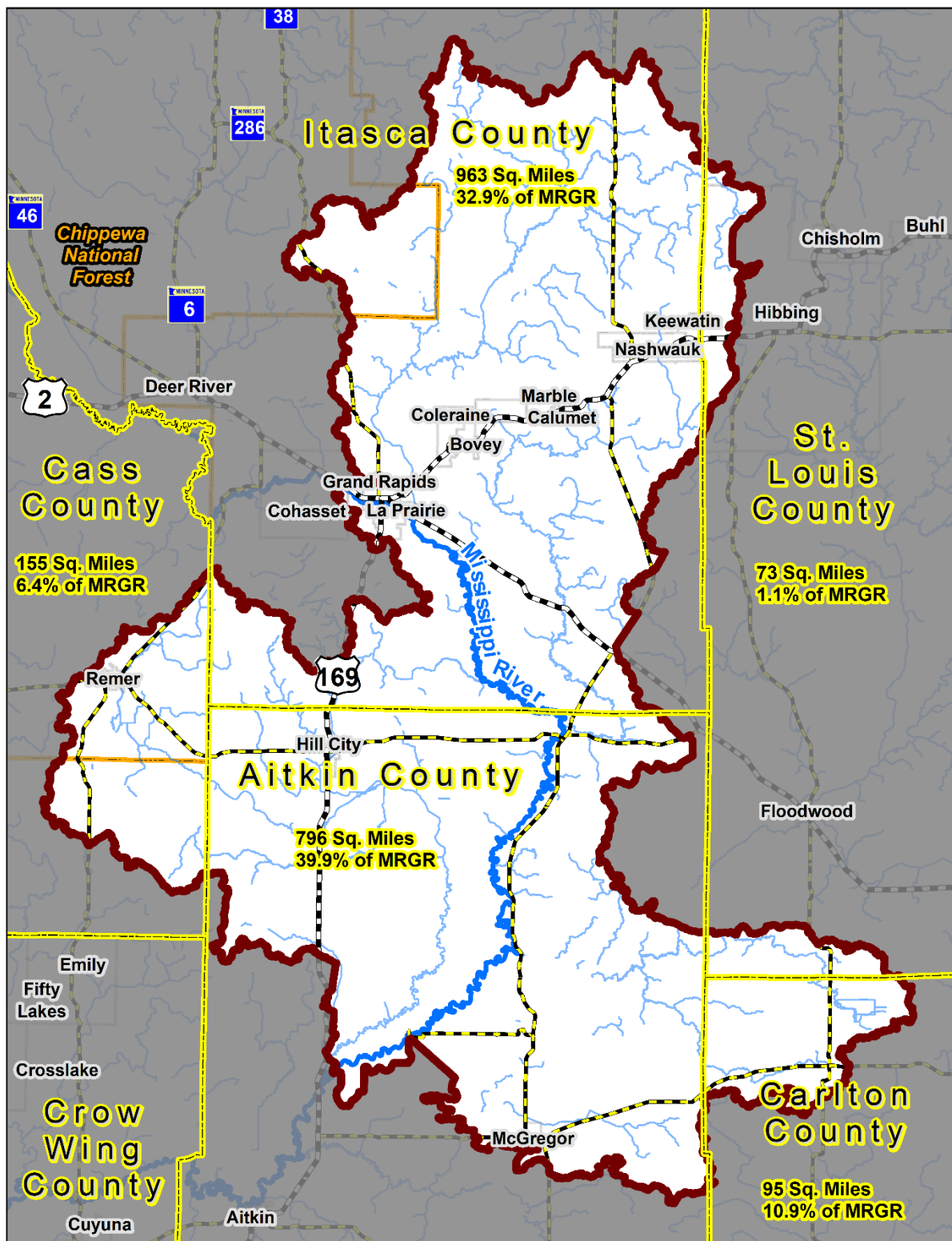
BY: _____
County Administrator Date

APPROVED AS TO FORM

BY: _____
County Attorney Date

Attachment A

Mississippi River- Grand Rapids Watershed Planning Boundary Hydrologic Unit Code (07010103)



MEMORANDUM OF AGREEMENT

This Agreement (Agreement) is made and entered into by and between:

The Counties of Aitkin, Carlton, Cass, Itasca and St. Louis by and through their respective County Board of Commissioners, and The Aitkin, Carlton, Cass, Itasca, N. St. Louis and S. St. Louis Soil and Water Conservation Districts, by and through their respective Soil and Water Conservation District Board of Supervisors

Collectively referred to as the "Parties."

WHEREAS, the Counties of this Agreement are political subdivisions of the State of Minnesota, with authority to carry out environmental programs and land use controls, pursuant to Minnesota Statutes Chapter 375 and as otherwise provided by law; and

WHEREAS, the Soil and Water Conservation Districts (SWCDs) of this Agreement are political subdivisions of the State of Minnesota, with statutory authority to carry out erosion control and other soil and water conservation programs, pursuant to Minnesota Statutes Chapter 103C and as otherwise provided by law; and

WHEREAS, the parties to this Agreement have a common interest and statutory authority to prepare, adopt, and assure implementation of a comprehensive watershed management plan in the Mississippi River-Grand Rapids Watershed to conserve soil and water resources through the implementation of practices, programs, and regulatory controls that effectively control or prevent erosion, sedimentation, siltation and related pollution in order to protect natural resources, ensure continued soil productivity, protect water quality, reduce damages caused by floods, preserve wildlife, protect the tax base, and protect public lands and waters; and

WHEREAS, with matters that relate to coordination of water management authorities pursuant to Minnesota Statutes Chapters 103B, 103C, and 103D with public drainage systems pursuant to Minnesota Statutes Chapter 103E, this Agreement does not change the rights or obligations of the public drainage system authorities:

WHEREAS, the Parties have formed this Agreement for the specific goal of developing a plan pursuant to Minnesota Statutes § 103B.801, Comprehensive Watershed Management Planning, also known as *One Watershed, One Plan*.

NOW, THEREFORE, the Parties hereto agree as follows:

1. **Purpose:** The Parties to this Agreement recognize the importance of partnerships to plan and implement protection and restoration efforts for the Mississippi River-Grand Rapids Watershed. The purpose of this Agreement is to collectively develop and adopt, as local government units, a coordinated watershed management plan for implementation per the provisions of the Plan. Parties signing this Agreement will be collectively referred to as Mississippi River-Grand Rapids Watershed Collaboration.
2. **Term:** This Agreement is effective upon signature of all Parties in consideration of the Board of Water and Soil Resources (BWSR) Operating Procedures for One Watershed, One Plan; and will remain in effect until adoption of the plan by all parties unless canceled according to the provisions of this Agreement or earlier terminated by law.

3. **Adding Additional Parties:** A qualifying party desiring to become a member of this Agreement shall indicate its intent by adoption of a board resolution prior to a date that is six months from the BWSR One Watershed, One Plan Planning Grant Agreement execution. The party agrees to abide by the terms and conditions of the Agreement; including but not limited to the bylaws, policies and procedures adopted by the Policy Committee.
4. **Withdrawal of Parties:** A party desiring to leave the membership of this Agreement shall indicate its intent in writing to the Policy Committee in the form of an official board resolution. Notice must be made at least 30 days in advance of leaving the Agreement.
5. **General Provisions:**
 - a. **Compliance with Laws/Standards:** The Parties agree to abide by all federal, state, and local laws; statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs, and staff for which the Agreement is responsible.
 - b. **Indemnification:** Each party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized or limited by law and shall not be responsible for the acts of any other party, its officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minnesota Statute Chapter 466 and other applicable laws govern liability of the Parties. To the full extent permitted by law, actions by the Parties, their respective officers, employees, and agents pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity." It is the intent of the Parties that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minnesota Statutes § 471.59, subd. 1a(a). For purposes of Minnesota Statutes § 471.59, subd. 1a(a) it is the intent of each party that this Agreement does not create any liability or exposure of one party for the acts or omissions of any other party.
 - c. **Records Retention and Data Practices:** The Parties agree that records created pursuant to the terms of this Agreement will be retained in a manner that meets their respective entity's records retention schedules that have been reviewed and approved by the State in accordance with Minnesota Statutes § 138.17. The Parties further agree that records prepared or maintained in furtherance of the Agreement shall be subject to the Minnesota Government Data Practices Act. At the time this Agreement expires, all records will be turned over to Todd County for continued retention.
 - d. **Timeliness:** The Parties agree to perform obligations under this Agreement in a timely manner and keep each other informed about any delays that may occur.
 - e. **Extension:** The Parties may extend the termination date of this Agreement upon Agreement by all Parties.

- f. **Amendment of Memorandum of Agreement:** This MOA may be amended by recommendation of the Advisory Committee and approval of the amendment(s) by the Policy Committee with final Approval by the Aitkin, Carlton, Cass, Itasca, and St. Louis County Boards of Commissioners and Aitkin, Carlton, Cass, Itasca, N. St. Louis and S. St. Louis Soil and Water Conservation District Supervisors.

6. Administration:

- a. **Establishment of Committees for Development of the Plan.** The Parties agree to designate one representative, who must be an elected or appointed member of the governing board, to a Policy Committee for development of the watershed-based plan and may appoint one or more technical representatives to a Technical Advisory Committee for development of the plan in consideration of the BWSR Operating Procedures for One Watershed, One Plan.
 - i. The Policy Committee will meet as needed to decide on the content of the plan, serve as a liaison to their respective boards, and act on behalf of their Board. Each representative shall have one vote.
 - ii. Each governing board may choose one alternate to serve on the Policy Committee as needed in the absence of the designated member.
 - iii. The Policy Committee will establish bylaws within 90 days of the execution of the Memorandum of Agreement to describe the functions and operations of the committee(s).
 - iv. The Steering Committee will be comprised of staff from local agencies formally participating in 1W1P by signing the MOA and BWSR staff acting as advisors. The Steering Committee will provide the logistical organization of the planning process and associated meetings. They may make recommendations to the Technical Advisory Committee and to the Policy Committee.
 - v. The Technical Advisory Committee will meet monthly or as needed to assist and provide technical support and make recommendations to the Policy Committee on the development and content of the plan.
- b. **Submittal of the Plan.** The Policy Committee will recommend the plan to the Parties of this Agreement. The Policy Committee will be responsible for initiating a formal review process for the watershed-based plan conforming to Minnesota Statutes Chapters 103B and 103D, including public hearings. Upon completion of local review and comment, and approval of the plan for submittal by each party, the Policy Committee will submit the watershed-based plan jointly to BWSR for review and approval.
- c. **Adoption of the Plan.** The Parties agree to adopt and begin implementation of the plan within 120 days of receiving notice of state approval, and provide notice of plan adoption pursuant to Minnesota Statutes Chapters 103B and 103D.

7. **Fiscal Agent:** Itasca SWCD will act as the fiscal agent for the purposes of this Agreement and agrees to:
- a. Accept all responsibilities associated with the implementation of the BWSR grant agreement for developing a watershed-based plan.
 - b. Perform financial transactions as part of grant agreement and contract implementation.
 - c. Annually provide a full and complete audit report.
 - d. Provide the Policy Committee with the records necessary to describe the financial condition of the BWSR grant agreement.
 - e. Retain fiscal records consistent with the agent's records retention schedule until termination of the Agreement (at that time, records will be turned over to the Board of Water Soil Resources).
8. **Grant Administration:** Itasca SWCD will act as the grant administrator for the purposes of this Agreement and agrees to provide the following services:
- a. Accept all day-to-day responsibilities associated with the implementation of the BWSR grant agreement for developing a watershed-based plan, including being the primary BWSR contact for the *One Watershed, One Plan* Grant Agreement and being responsible for BWSR reporting requirements associated with the grant agreement.
 - b. Provide the Policy Committee with the records necessary to describe the planning condition of the BWSR grant agreement.
9. The following parties agree to provide the following services:
- a. Grant Administration/Fiscal Agent: Itasca SWCD
 - b. Policy and Advisory Committee Coordination: Itasca SWCD
 - c. Outreach Coordinator: Aitkin SWCD
 - d. Public Notice Requirements: Itasca SWCD

In the event of a vacancy of the above listed roles, the party responsible for the role will determine if there is adequate capacity within the organization to fulfil the listed role. If it is determined by the partner agency they no longer have capacity and would like to relinquish their duties they must inform the Steering Committee. The Steering Committee will then reassign the service to another party with the capacity to fulfil the grant agreement.

10. **Multiple Counterparts:** The Parties may sign multiple counterparts of this Agreement. Each signed counterpart shall be deemed an original, but all of them together represent the same Agreement.
11. **Authorized Representatives:** The following persons will be the primary contacts for all matters concerning this Agreement:

IN TESTIMONY WHEREOF the Parties have duly executed this Agreement by their duly authorized officers.

PARTNER: Itasca County

APPROVED:

BY:  11/22/2022
Board Chair Date

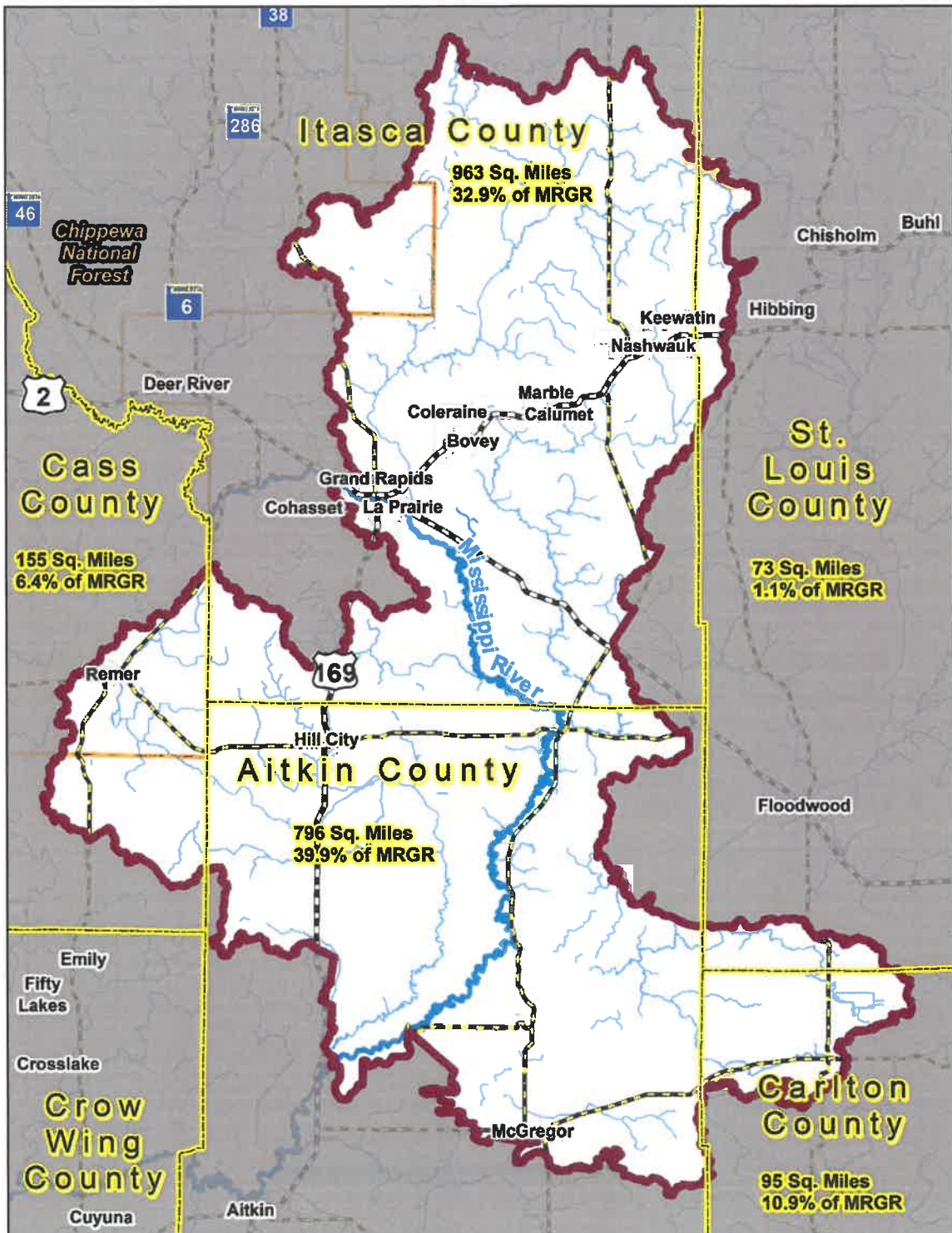
BY:  11/22/2022
County Administrator Date

APPROVED AS TO FORM

BY:  December 1, 2022
County Attorney Date

Attachment A

Mississippi River- Grand Rapids Watershed Planning Boundary Hydrologic Unit Code (07010103)





**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 22, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2201

DEPARTMENT: Administrative Services

TIME REQUESTED: 10 Minutes

PRESENTER: Chair

AGENDA ITEM:

Citizen Input

BOARD ACTION REQUESTED:

Receive Citizen Input

BACKGROUND:

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

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:

INFORMATIONAL - NO ACTION TAKEN



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 22, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2644

DEPARTMENT: Human Resources

TIME REQUESTED: < 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Recognition of County Employees

BOARD ACTION REQUESTED:

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

BACKGROUND:

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

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

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

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

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, November 22, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2158

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 November 25, 2022, in the amount of \$1,452,008.32.

BACKGROUND:

N/A

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 22, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2129

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 November 2022, in the amount of \$1,495,789.97.

BACKGROUND:

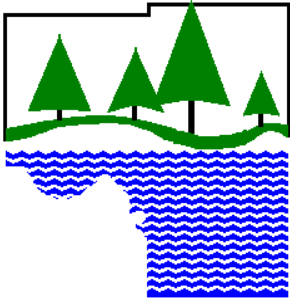
N/A

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. ICHHS Warrants - November 2022

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



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

November 2022

Income Maint/Admin Payments	\$ 433,753.41
Social Services - Waivers	\$ 14,360.10
Social Services - Non-Waivers	\$ 500,576.08
Foster Care/Out of Home/FamilySupport	\$ 361,433.79
Relative Custody/Preventive Placement Costs/Incidentals	\$ 72,654.50
Public Health	\$ 112,148.41
Community Health Board	\$ 863.68
Total	\$ 1,495,789.97

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.

November 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	596,946.77	253,884.89	482,584.01	535,920.86	505,385.69
November	361,433.79	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	5,140,862.23	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	52	33	63%	5	15%
November	65	25	38%	7	28%
December			#DIV/0!		#DIV/0!
	552	268	#DIV/0!	81	#DIV/0!
	average			average	

November 2022
Out of Home Placement Payments by Vendor

		Rate	Invoices Paid
Northwestern MN Juvenile	-	\$200-\$340/day	\$ 107,277
Mille Lacs Academy	-	\$479/day	\$ 47,001
The Bridge Residential Facility	-	\$250/day	\$ 38,750
Snyders/Foundation for Life	-	\$122/day	\$ 24,064
Northwood	-	\$294-\$331/day	\$ 11,566
Little Sand Group Home	-	\$240/day	\$ 8,871
MCF - Redwing	-	\$215/day	\$ 7,595
Village Ranch	-	\$175 - \$231/day	\$ 6,836
Lutheran Social Services	-	\$148-\$194/day	\$ 3,801
Anoka County Juvenile Center	-	\$226 - \$282/day	\$ -
Arrowhead Juvenile Center	-	\$250/day	\$ -
Bar None	-	\$475/day	\$ -
Dakota County Juvenile Serv	-	\$325 - \$340/day	\$ -
Evergreen Shelter	-		\$ -
Go Forward Group Home	-	\$245/day	\$ -
Hawkins Home	-	\$338.24/day	\$ -
Heartland Girls Ranch	-	\$249 - \$316/day	\$ -
Itaskin Juvenile Center	-	\$175 - \$328/day	\$ -
Kidspeace Corp	-	\$266/day	\$ -
Kindred Family Focus	-		\$ -
Lighthouse	-	\$128/day	\$ -
MN Dept of Corrections	-	\$269/day	\$ -
New Trails Group Home	-	\$242/day	\$ -
North Homes	-	\$175 - \$365/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	\$ 105,672

Total \$ 361,433

*Individuals : Includes Foster Care & Family Support Programs



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 22, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2118

DEPARTMENT: Health & Human Services

TIME REQUESTED: 15 Minutes

PRESENTER: Peggy Rosik

AGENDA ITEM:

County Based Purchasing (IMCare) Division Update/Presentation

BOARD ACTION REQUESTED:

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

BACKGROUND:

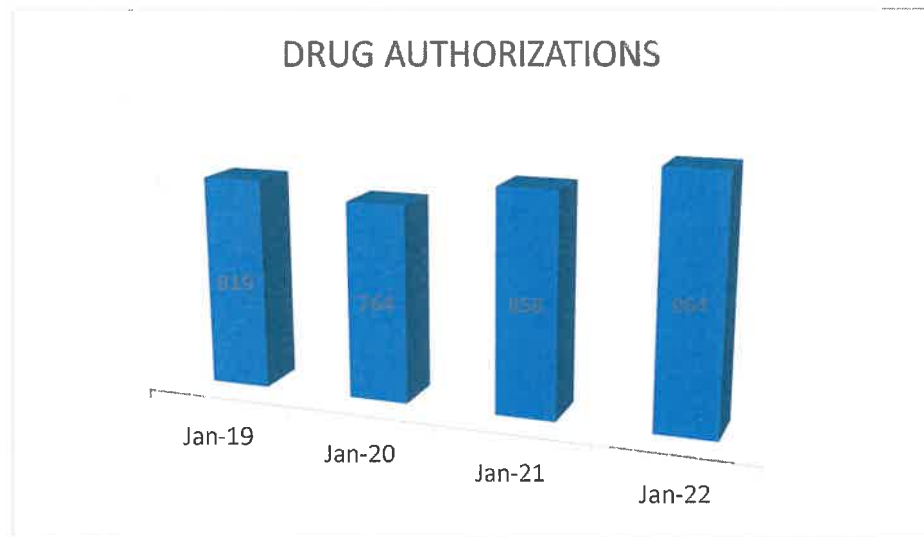
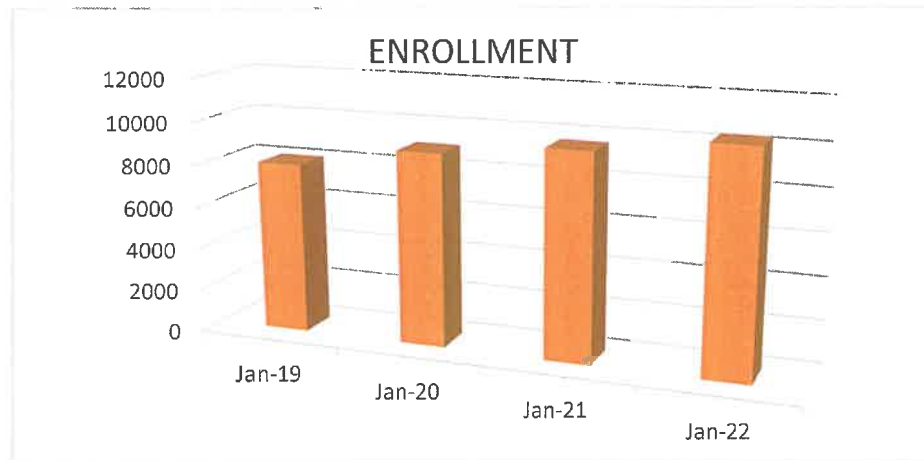
COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. IMCare Enrollment and Authorization Trends

RESULT:	INFORMATIONAL - NO ACTION TAKEN
----------------	--

IMCare Enrollment and Authorization Trends





**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 22, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2641

DEPARTMENT: Health & Human Services

TIME REQUESTED: 10 Minutes

PRESENTER: Eric Villeneuve

AGENDA ITEM:

Board Consideration of 2023 Provider Requests using ARPA Funds

BOARD ACTION REQUESTED:

Approve one time ARPA funding payments to the attached providers that total \$115,000, as recommended by the Board Appointed Subcommittee

BACKGROUND:

The County Board appointed a subcommittee at the 11/10/2022 board meeting to bring forward a recommendation regarding HHS provider budget requests for 2023. Since the proposed county levy has been set at 0%, ARPA funds were identified as the source to pay for any approved requests. The ARPA Funds are a one-time funding mechanism, and to be consistent with prior ARPA funds that had been distributed, the recommendation by the subcommittee was to approve any disbursements on a one-time basis. Which means that the recommendation is not to approve a rate increase to the 2023 contracts, but a one-time ARPA funding payment to the identified providers. This would not impact the county levy, and the providers could follow the budget process in 2023 to make a 2024 budget request.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Provider Requests 11 22 Board Meeting

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

RESULT:	APPROVED (3 TO 1)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Burl Ives
AYES:	Terry Snyder, Leo Trunt, Burl Ives

NAYS:	Ben DeNucci
ABSENT:	Davin Tinquist



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 22, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2639

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

2023 ECPN Application

BOARD ACTION REQUESTED:

Authorize County Administrator Brett Skyles to sign the 2022 Equitable Cost-Sharing for Publicly Owned Nursing Facilities (ECPN) Application in the amount of \$324,014.91

BACKGROUND:

This amount exceeds the budgeted amount of \$180,000.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION: None

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

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 22, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2642

DEPARTMENT: Land Department

PRESENTER: Kory Cease

TIME REQUESTED: 10 Minutes

AGENDA ITEM:

Land Department 2021 Annual Report

BOARD ACTION REQUESTED:

Accept the Itasca County Land Department 2021 Annual Report.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. 2021 Land Department Annual Report
2. 2021 Land Department Annual Report UPDATED
3. Land Department_2021 Annual_Report_Presentation

RESULT:

INFORMATIONAL - NO ACTION TAKEN

2021 ANNUAL REPORT



ITASCA COUNTY LAND DEPARTMENT

“Dedicated to Quality Natural Resource Stewardship”

This page is intentionally left blank.

TABLE OF CONTENTS

FINANCIAL REPORTS

Forfeited Tax Sale Fund.....	5
Apportionment of Net Proceeds.....	6
Forest Resources Fund – By Account.....	7-12
Natural Resources - State Payment In Lieu of Taxes	7
County Forest Access Roads	7
Memorial Forests	8-9
County Park System	9
1965 Special Law – 30% of Net Proceeds	10-11
Weed Control.....	11

SPECIAL REPORTS

Forest Improvement Projects	12-15
Wildlife Management	15
Timber Sale Program	16-17
Forest Road Improvement Projects	18
Forest Certification	18-19
Park and Recreation.....	19-21
Forest Recreation and Trails	21-22
Real Estate Management.....	22-25
Noxious Weed Program	25-26
Public Education.....	27
Department Safety Meetings.....	27

2021 COUNTY COMMISSIONERS

District 1	Davin Tinquist
District 2	Terry Snyder
District 3	Leo Trunt
District 4	Burl Ives
District 5	Ben DeNucci

Text and Photos provided by Land Department Staff
Cover Photo: Stony Brook in T61N-R22W.

The Land Department is committed to ensuring the County’s natural resources provide sustainable economic benefits and environmental integrity for both present and future generations. Active management will provide a balance of benefits that include recreational opportunities, quality water, ecological stewardship, wildlife habitat, timber production, minerals and earthen materials, as well as a monetary return to the tax forfeited trust and the taxing districts.

DEPARTMENT STAFF

During 2021, the Itasca County Land Department managed approximately 300,000 acres of tax-forfeited trust land. Over 75% of these lands are commercial forest lands that are capable of producing a sustainable supply of industrial wood products. Itasca County managed lands play an important role in the tourism and recreation industry by providing lands for the public to enter upon for recreational trail use, hunting, fishing, camping as well as many other recreational pursuits.

Land & Forestry

Kory Cease.....	Land Commissioner
Michael Gibbons	Assistant Land Commissioner
Bob Rother	District 1 Forester
Casey Dabrowski	District 2 Forester
Perry Leone	District 3 Forester
Loren Eide	District 4 Forester
Tony Schram	District 6 Forester
Jesse Lehner	District 7 Forester
Ryan Newman	Staff Forester/District 5 Forester
Nick Schreiber	Forester
Dan Neary (Hired April 2021)	Forester
Adam Olson.....	Forest Wildlife Conservationist
Renata Rogalla	Administrative Secretary
Jackson Purdie.....	Administrative Assistant

Park and Recreation

Roger Clark.....	Park System Manager
Greg Wyatt (Hired April 2021 & Resigned December 2021)	Park Maintenance Worker
Sara Thompson	Forest Recreation Specialist

Real Estate

Cindy Shevich	Real Estate Specialist
---------------------	------------------------

Seasonal Crews

Hunter Stolley	Park Technician
Jack Connelly	Forestry Intern
Joline Leone	Weed Technician

FINANCIAL REPORTS

Fiscal Year January 1, 2021 thru December 31, 2021

FORFEITED TAX SALE FUND

RECEIPTS

Timber Sale	\$ 2,772,234.39
Timber Overruns	\$ 372,887.53
Timber Extensions	\$ -
Performance Bonds	\$ 40,061.31
Lot Sales	\$ -
Land Sales	\$ 552,729.12
Interest Payments (land)	\$ 6,134.30
Repurchases	\$ 17,034.61
Leases	\$ 45,551.23
Special Use Lease	\$ 925.00
Easements	\$ (5,066.00)
Gravel	\$ 243,361.36
Trespass	\$ 64.52
Easements (land value)	\$ 14,682.29
Miscellaneous	\$ 867.00
Fines	\$ -
Timber Interest	\$ 520.46
Stumpage Refunds	\$ 76,110.42
Performance Bond Refunds	\$ 112,455.41
Other Refunds	\$ 16,437.19

GROSS RECEIPTS

\$ 4,266,990.14

LESS REFUNDS:

Performance Bond Refunds	\$ 112,455.41
Stumpage Refunds	\$ 76,110.42
Other Refunds	\$ 16,437.19
Shortage in Unorganized and Township Districts	\$ (180.40)

TOTAL REFUNDS

\$ 204,822.62

NET RECEIPTS

\$ 4,062,167.52

LESS ADMINISTRATION EXPENDITURES

Salaries	\$ 963,832.18
Insurance & Retirement	\$ 488,792.38
Services	\$ 173,948.23
Supplies	\$ 48,866.44
Vehicle, Liability, Bonds	\$ 9,535.00
Capital Outlay	\$ 1,371.92

TOTAL ADMINISTRATION EXPENSES

\$ 1,686,346.15

Reimbursement to 12-600	\$ (279.46)
Shortage in Unorganized and Township Districts	\$ 180.40

ADJUSTED ADMINISTRATION EXPENSES

\$ 1,686,247.09

NET PROCEEDS

\$ 2,375,920.43

**2021 FORFEITED TAX SALE FUND
APPORTIONMENT OF NET PROCEEDS
2021 Revenue Apportioned for 2022**

30% LAW APPORTIONMENT

County Park System	\$	428,167.03
Timber Development	\$	-
Tourism Economic Development	\$	185,457.00
Land Use Planning	\$	-
TOTAL 30% LAW APPORTIONMENT	\$	613,624.03

COUNTY MEMORIAL FORESTS

Dunn-Stephens	\$	147,980.98
Loucks-Danyluk	\$	133,474.92
Charles Godfrey	\$	49,051.11
Carver-Kongsjord	\$	-
Natural Area	\$	-
TOTAL COUNTY MEMORIAL FORESTS	\$	330,507.01

COUNTY

Revenue (County)	\$	572,715.76
Unorganized (Road & Bridge)	\$	97,546.62
TOTAL COUNTY	\$	670,262.38

CITIES & TOWNSHIPS

Cities	\$	27,804.63
Townships	\$	161,006.63
Special Assessments	\$	-
TOTAL CITIES & TOWNSHIPS	\$	188,811.26

SCHOOL DISTRICTS

S.D. 316	\$	38,661.74
S.D. 317	\$	20,317.76
S.D. 318	\$	425,850.41
S.D. 319	\$	87,885.84
TOTAL SCHOOL DISTRICTS	\$	572,715.76

TOTAL DISTRIBUTION **\$ 2,375,920.43**

FOREST RESOURCES FUND**BY ACCOUNT****NATURAL RESOURCES - STATE PAYMENT IN LIEU OF TAXES**

MN Statute 477A.14 specifies that 64.2 cents for each acre cents of county administered or other natural resource land shall be deposited in a resource development fund to be created with the county treasury for use in resource development, forest management, game and fish habitat improvement and recreational development and maintenance of county administered or other natural resources land

Balance, January 1, 2021	\$	263,021.11
Add Receipts:		
State	\$	191,026.71
Equipment Auction	\$	2,950.00
Total Revenue	\$	456,997.82
Less Expenditures:		
Salaries	\$	64,129.61
Insurance & Retirement	\$	34,926.43
Services	\$	3,907.36
Supplies	\$	2,169.25
Capital Outlay	\$	30,916.60
Total Expenditures	\$	136,049.25
Ending Balance, December 31, 2021	\$	320,948.57

COUNTY FOREST ACCESS ROADS

MN Statute 89.70 authorizes creation of a county forest access road account with state gas tax funds collected through M.S. 296A.18. Funds are distributed to counties managing forest lands through a county land department for the purpose of constructing, reconstructing, acquiring, and maintaining county management access roads, including the acquisition of right of ways or easements.

Balance, January 1, 2021	\$	342,870.57
Add Receipts:		
State	\$	54,206.44
Reimbursements	\$	59,429.64
Total Revenue	\$	456,506.65
Less Expenditures:		
Services	\$	43,655.36
Supplies	\$	1,973.27
Capital Outlay	\$	13,215.26
Total Expenditures	\$	58,843.89
Ending Balance, December 31, 2021	\$	397,662.76

MEMORIAL FORESTS

MN Statute 459.06 Subd. 2 authorizes that any county board may, by resolution of the county board, set aside tax-forfeited land, which is more suitable for forest purposes than for any other purpose, and dedicate said lands as a memorial forest, and manage the same on forestry principles. Funds received as income from the land, so dedicated and set aside, may be expended for the development and maintenance of the dedicated forest.

DUNN-STEPHENS MEMORIAL FOREST

Balance, January 1, 2021	\$	16,275.65
Add Receipts:		
<u>Receipts</u>	\$	545.20
<u>Add Apportionment</u>	\$	89,060.75
Total Revenue	\$	105,881.60
Less Expenditures:		
<u>Services</u>	\$	-
<u>Capital Outlay</u>	\$	83,249.42
Total Expenditures	\$	83,249.42
 Ending Balance, December 31, 2021	 \$	 22,632.18

CHARLES GODFREY MEMORIAL FOREST

Balance, January 1, 2021	\$	(43,048.49)
Add Receipts:		
<u>Add Apportionment</u>	\$	15,990.22
<u>Receipts</u>	\$	-
Total Revenue	\$	(27,058.27)
Less Expenditures:		
<u>Capital Outlay</u>	\$	-
Total Expenditures	\$	-
 Ending Balance, December 31, 2021	 \$	 (27,058.27)

CARVER - KONGSJORD MEMORIAL FOREST

Balance, January 1, 2021	\$	1,074.24
Add Receipts:		
<u>Receipts</u>	\$	-
Total Revenue	\$	1,074.24
Less Expenditures:		
<u>Capital Outlay</u>	\$	-
Total Expenditures	\$	-
 Ending Balance, December 31, 2021	 \$	 1,074.24

NATURAL AREA COUNTY MEMORIAL FOREST

Balance, January 1, 2021	\$	1,195.59
Add Receipts:		
Receipts	\$	-
	Total Revenue	\$ 1,195.59
Less Expenditures:		
Capital Outlay	\$	-
	Total Expenditures	\$ -
Ending Balance, December 31, 2021	\$	1,195.59

LOUCKS - DANYLUK MEMORIAL FOREST

Balance, January 1, 2021	\$	102,444.16
Add Receipts:		
Add Apportionment	\$	55,797.49
	Total Revenue	\$ 158,241.65
Less Expenditures:		
Capital Outlay	\$	41,302.49
	Total Expenditures	\$ 41,302.49
Ending Balance, December 31, 2021	\$	116,939.16

COUNTY PARK SYSTEM

Balance, January 1, 2021	\$	383,281.25
Add Receipts:		
Apportionment	\$	331,044.00
Camping Fees	\$	22,944.63
Reimbursement	\$	7,158.70
Federal Aid	\$	-
Other State Grants	\$	10,000.00
Other Credits & Aids	\$	10,000.00
Insurance Payments	\$	-
Gunn Park Pavilion Rental	\$	8,100.00
Timber Stumpage	\$	100.00
Equipment Sale	\$	-
Transfer	\$	116,150.00
	Total Revenue	\$ 888,778.58
Less Expenditures:		
Salaries	\$	92,200.96
Insurance & Retirement	\$	53,347.57
Services	\$	125,270.51
Supplies	\$	13,191.78
Vehicle/Liability Insurance	\$	23,958.96
Bond & Other Insurance	\$	-
Fairgrounds	\$	131,328.21
Gunn Park	\$	29,861.45
Bass Lake	\$	9,563.97
Recreational Trails	\$	16,025.95
Capital Outlay	\$	22,070.58
	Total Expenditures	\$ 516,819.94
Ending balance, December 31, 2021	\$	371,958.64

ITASCA COUNTY SPECIAL LAW - 30% OF NET PROCEEDS

Laws of 1965, Chapter 326, Section 1, as amended, provides that Itasca County may annually by resolution, set aside not exceeding 30% of the net proceeds from the forfeited tax sale fund for the purposes of 1) Promotion of tourist, agricultural and industrial development; 2) Timber development on tax-forfeited land and memorial forests; 3) Land use planning; 4) Acquisition and maintenance of county parks or recreation areas.

TOURISM, AGRICULTURE & INDUSTRIAL PROMOTION

Balance, January 1, 2021	\$	100,629.33
Add Receipts:		
Apportionment	\$	203,500.00
Total Revenue	\$	304,129.33
Less Expenditures:		
Services	\$	-
Challenge Grant	\$	225,639.79
Transfer	\$	-
Total Expenditures	\$	225,639.79
Ending Balance, December 31, 2021	\$	78,489.54

LAND USE PLANNING

Balance, January 1, 2021	\$	925.17
Add Receipts:		
Apportionment	\$	-
Total Revenue	\$	925.17
Less Expenditures:		
Transfers	\$	-
Services	\$	-
Supplies	\$	-
Total Expenditures	\$	-
Ending Balance, December 31, 2021	\$	925.17

LAND RECLAMATION

Balance, January 1, 2021	\$	53,725.79
Add Receipts:		
Reclamation Revenue	\$	13,432.00
Total Revenue	\$	67,157.79
Less Expenditures:		
Gravel Refund	\$	(250.00)
Total Expenditures	\$	(250.00)
Ending Balance, December 31, 2021	\$	66,907.79

SPECIAL FOREST IMPR

Balance, January 1, 2021	\$	(4,177.67)
Add Receipts:		
Transfer	\$	-
Total Revenue	\$	(4,177.67)
Less Expenditures:		
Supplies	\$	767.75
Total Expenditures	\$	767.75
Ending Balance, December 31, 2021	\$	(4,945.42)

WEED CONTROL

Balance, January 1, 2021	\$	(7,982.79)
Add Receipts:		
Transfer	\$	-
Total Revenue	\$	(7,982.79)
Less Expenditures:		
Services	\$	10,898.60
Supplies	\$	5,650.50
Total Expenditures	\$	16,549.10
Ending Balance, December 31, 2021	\$	(24,531.89)

SPECIAL REPORTS

Forest Improvement Projects

In 2021, Forest Improvement Projects completed work in four major categories: regeneration and reforestation, pre-commercial stand treatments, intermediate stand level improvement, and tree level improvement. Progress and achievements in each of the categories are outlined below.

Reforestation and Restoration Programs

The reforestation program focuses on maintaining a diversity of forest types, improving wildlife habitat, and increasing forest productivity. The program matches species that are well suited to site conditions to achieve optimal growth rates. The following specific projects were completed in 2021.

- A. In 2021, 413 acres were planted with a total of 359,500 seedlings. This includes fill plants, where the objective is to bring stocking levels up to recommended silvicultural guidelines.

SPECIES/ STOCK	NUMBER OF SEEDLINGS	ACRES
Red Pine - container	201,000	244
Jack Pine - container	81,000	79
White Spruce - container	71,500	84
White Pine - container	6,000	6

- B. A total of 221 acres of were aerial seeded in 2021.

SPECIES	ACRES
Black Spruce	153
Tamarack	36
Jack Pine	32



White Spruce seedling ready to be planted.

- B. During 2021, a total of 422 acres were mechanically prepared for spring 2022 planting, and an additional 42 acres were disc trenched for natural seeding. Several sites received a combination of herbicide treatments to reduce vegetative competition and mechanical treatments to improve the physical planting environment. Treatment types and acreages are listed below.

SITE PREPARATION TREATMENT TYPE	ACRES
MECHANICAL TREATMENT	
Disc Trenching	464
CHEMICAL TREATMENT	
Broadcast Applications	392



Contract workers planting seedlings on a site following timber harvest.

- C. In 2021, tree seedling contracts were administered. These seedlings will be planted in spring 2022 on prepared sites. The species, stock type, and grower of the seedlings are listed below.

SPECIES	STOCK TYPE	NUMBER	GROWER
Red Pine	container	172,000	PRT USA, Inc.
Jack Pine	container	15,000	PRT USA, Inc.
White Spruce	container	8,000	PRT USA, Inc.

Pre-commercial Stand Treatments

Treatments are designed to promote the desired productivity gains, to protect investments, and improve the quality of future products. Protection and promotion of species diversity is a principal objective of intermediate stand treatments.

- A. 413 acres of white pine, red pine, and jack pine were bud capped for deer browse protection.
- B. 73 acres were released from competition with chemical application.

Intermediate Stand Level Improvement

Stand level improvements are achieved with intermediate treatments. The goal is to ensure the desired composition, stem quality, spacing, and growth performance as well as to recover value that might otherwise be lost. Commercial thinning of timber stands is the primary way this is accomplished.

SPECIES	THINNING ACRES OFFERED IN 2021
Northern Hardwoods	137.3
Red, Jack & White Pine	519
White Spruce/Balsam	167
Lowland Hardwoods	64.4
Total Acres	887.7

Tree Level Improvement

Tree improvement promotes genetic gains through both selective breeding strategies and stand manipulations. These techniques work in concert by providing long term improvement in the genetic makeup of naturally regenerated and planted stands. An important component of any tree and stand level improvement program is refinement of cultural techniques so that genetic gains may be successfully implemented.

Conifer species: Maintaining and expanding the proportion of conifer type in Itasca County has long been an objective of the Special Forest Improvement program. The following projects have had work completed on them in 2021:

White Pine

Bass Lake first generation clonal white pine seed orchard was established in 1998. Originally this was a joint venture project between Itasca County and Rajala Companies. The Itasca County Land Department purchased the seed orchard from Rajala Companies in 2010. No cones were collected in 2021.

Figure Eight Lake first generation clonal white spruce seed orchard was established in 1987. No cones were collected in 2021.

Wabana second generation spruce planting was established in May 2003. This site contains 56 new full sibling crosses, resulting from breeding work in 1998 and 2000. No cones were collected in 2021.

Hardwood species: Since aspen cover types occupy a majority of Itasca County's productive forest land base, aspen stand improvement is a major concern for the Itasca County Land Department. Much of the stand level improvement is done from regeneration prescriptions written by professional foresters.

Itasca County manages about 8,000 acres of northern hardwoods and 16,600 acres of lowland hardwoods. The northern hardwood forest is diverse and dominated by mixtures of sugar maple, basswood, and red oak. Common associated species are paper birch and aspen. Lowland hardwoods are usually dominated by black ash. The Department's hardwood management goal is to improve timber quality, maintain aesthetics, sustain water quality, reduce insect and disease problems, preserve biodiversity, and provide recreational opportunities.

County management goals call for examining 371 acres of hardwood per year to determine if management is needed on those acres. Itasca County manages most of its hardwoods with crop tree systems as well as uneven-aged management systems. Timber stands are generally thinned approximately every 15 years to remove mature trees and make more room for remaining trees to grow. Den trees and other trees which have high wildlife value are often reserved for wildlife. Red oak, birch, ash, and some hardwood stands are managed under an even-aged system which include one or more intermediate thins prior to a final harvest of the high-quality mature trees.

Wildlife Management

Wood Duck House Project

The Land Department maintains 75 wood duck boxes on 14 different bodies of water. The boxes are visited every 2-4 years, usually in late winter just before ice out. The nest bedding is replaced with fresh wood shavings and past nesting success is assessed. Any repairs needed to the box or replacements are completed on site.

Thermal Cover, Mast Production and Wildlife Openings Projects

Itasca County Land Department collaborates with MN DNR Wildlife and the Minnesota Deer Hunters Association (MDHA) to assist with establishment of conifer thermal cover and of mast producing stands for wildlife, as well as maintenance wildlife openings. MDHA has been working with the county in receiving Conservation Partners Legacy grants from the State of Minnesota. The Land Department assists the state/MDHA with finding opportunities for these projects throughout the county.

Songbird Habitat Improvement Project

Itasca County partnered with the American Bird Conservancy (ABC) to improve habitat for at risk bird species including Golden-winged Warbler, American Woodcock, Veery, Black-billed Cuckoo, Sharp-tailed Grouse, and other bird species. The habitat created is also seasonally beneficial for deer, bear, and other mammals. The American Bird Conservancy is a non-profit organization whose mission is to conserve native birds and their habitats by providing habitat improvement grant funding and contractors. The Land Department provides sites, field layout/mapping and follow-up data collection.

Timber Sale Program

Itasca County sells timber primarily through public oral auctions. Timber is sold in tracts and made available for not less than the appraised timber value. Timber sales not sold at auction are available for purchase over the counter for not less than the appraised value. Itasca County holds two types of timber auctions: an intermediate timber auction and a regular timber auction. The intermediate auction has restrictions (smaller tract size, limited number of tracts held by each purchaser, etc.) designed to spread the timber permits among more purchasers. The remaining tracts of timber are offered through regular auction with no restriction to qualified bidders.

In 2021, Itasca County held two major timber auctions, June 9th and December 12th. A total of 97 tracts were offered for sale: 33 through intermediate auction and 64 through regular auction. 36 of 38 intermediate tracts and 53 of 59 regular tracts sold at the time of sale. The total average bid up on the sold tracts was 31% on the intermediate auction and 39% on the regular auction. In 2021, Itasca County sold 95,222 cords for a total value of \$3,017,721.87 (see Table I).

TABLE I
Timber Report: All Timber Sold from January 1, 2021, through December 31, 2021
(Includes over-the-counter, informal and receipt sales.)

SPECIES	VOLUME	PRICE/CORD	TOTAL VALUE
Ash	2,083	\$13.28	\$27,671.42
Aspen	53,107	\$35.06	\$1,861,718.66
Balm	1,255	\$22.75	\$28,555.36
Balsam Fir	3,593	\$9.33	\$33,533.74
Basswood	1,481	\$13.35	\$19,767.64
Burr Oak	8	\$7.00	\$56.00
Jack Pine	3,587	\$34.25	\$122,852.70
Maple	1,948	\$8.57	\$16,690.97
Paper Birch	1,513	\$10.44	\$15,791.46
Red Oak	496	\$23.60	\$11,713.60
Red Pine	13,034	\$52.99	\$690,651.12
Spruce	7,208	\$20.15	\$145,229.00
Tamarack	5,574	\$5.67	\$31,614.70
White Pine	334	\$35.56	\$11,875.50
Grand Total	95,222	\$31.69	\$3,017,721.87

Table 1 reflects the anticipated revenue Itasca County will recognize when all sales are paid in full. Many of the permits were issued with duration of 2 and 3 years. Therefore, the above timber receipts will be received in the next 3 years and not all the above receipts will be reflected in the timber sales receipts listed in the 2021 Financial Report. However, all timber permits sold do require a 5% down payment and 10% performance bond at the time of purchase.

PERMITS ISSUED IN 2021	
New Timber Permits	101
Firewood Permits	79
Balsam Bough Permits	9
Spruce Tip Permit	6
Maple Tap Permits	7
Christmas Tree Permits	13
Birch Bark Permits	1
Gravel Permits	23
Other	4



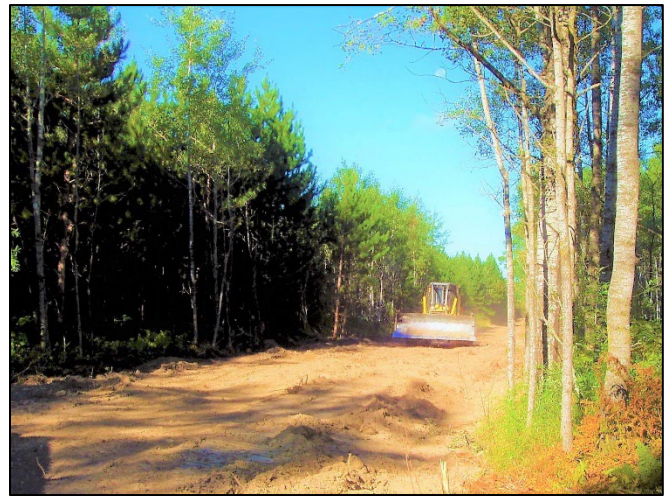
A track feller-buncher felling trees on a timber permit.

Forest Road Improvement Projects

The Land Department has many miles of forest access roads and trails throughout Itasca County. The primary purpose is for access to the forest for getting raw wood materials out of the woods and to the mills. Other common uses of our forest access roads include recreational pursuits such as hunting, ATV riding, hiking, horseback riding, and snowmobile riding. Forest roads can also provide access for other landowners.

Forest road maintenance varies from year to year based on needs and activity in an area. Much of the maintenance is done in conjunction with active logging operations.

Forest Access Road Projects For 2021	
PROJECT	TOTALS
New summer road construction	2.2 miles
Winter road construction	6.5 miles
Reconstruction and maintenance	52.1 miles
Seeding/mulching	12.7 miles
Gates installed	8
Gates repaired	3
Berms installed	11
Culverts installed	5
Culverts replaced	3
Beaver control projects	5



Logging access road maintenance on timber permit.

Forest Certification

The county's forest management operations became Forest Stewardship Council (FSC) Forest Management and Chain of Custody (FM/COC) certified effective November 29, 2005. A part of obtaining and maintaining FSC Certification requires assessments and annual audits of the Forest Management Enterprise. Assessments are conducted prior to becoming FSC certified and every five years after that. Annual audits are conducted every year except for the years requiring re-assessment. For both assessments and annual audits, the auditors are reviewing and documenting the Forest Management Enterprises policies and field practices to ensure they conform to FSC Standards. If an auditor identifies a Forest Management Enterprise is not meeting or following FSC Standards, a Corrective Action Request (CAR) is issued. Depending on the criterion and situation, an auditor will choose from one of the following three categories: (1) Major Non-Conformance/CAR is a fundamental failure to achieve the objective of the relevant FSC criterion, and must be corrected prior to certificate being issued or renewed; (2) Minor Non-Conformance/CAR is temporary or non-systematic non-conformance relevant to an FSC criterion which do not prohibit the issue of a certificate or renewal, but must be addressed within a given time frame; (3) Observations are very minor problems which do not constitute a non-conformance/CAR, but the auditor considers may lead to a future non-compliance if not addressed by the client. For more information on the Forest Stewardship Council forest management and chain-of-custody certification programs, please go to www.fsc.org.

Summary of 2021 Annual FSC Audit

In 2021, An annual audit was conducted by NEPCon. The 2021 annual audit was successful, with NEPCon audit service recommending the Forest Stewardship Council maintain Itasca County's certification. NEPCon audit service issued zero non-conformances/CARs and three observations during the 2021 annual audit for Itasca County to address by the next annual audit in 2022.

Park and Recreation Program

With continued demand for outdoor recreation, Itasca County strives to achieve an acceptable balance including the development, maintenance, and safety concerns while promoting its outdoor recreation program. Capital improvements for the facilities are continually identified and implemented to keep the buildings and grounds in good repair. The use of grants and other funding sources is often needed to make major improvements and repairs on the sites. Working together with clubs, businesses and other government agencies is essential to the success of the Parks and Recreation program. The Land Department actively participates with the Snowmobile and ATV Alliances, the Trails Task Force, Mesabi Trail Board, Itasca Little League, and the Itasca County Fair Board.

Park and Recreation Commission

The Park and Recreation Commission is made up of nine citizen volunteers from throughout the County. These nine citizens volunteer their time for monthly meetings and additional committee meetings to help provide input regarding parks and recreation in the County. Ex-officio members include non-voting representatives from the Minnesota DNR and the Chippewa National Forest, as well as others as needed. The Commission is a valuable resource whenever input is needed on recreation projects and policies within Itasca County.

Fairgrounds Park

Caretaker House Demo Project: The Caretaker House was moved to the fairgrounds in 1990 to replace the original house that was condemned in 1989. The house was donated to the County from the City of Grand Rapids and moved from the old Itasca Hospital property to the fairgrounds. After over a year of offering the house for public sale, it was decided to remove the house to create a space for a Campground Host site with services. During the construction of the campground host site, a damaged water line was repaired to provide water to the shower house and to the new host site.



Demolition of Fairground Caretaker House.



Community Windstorm Damage Drop-off Area.

Windstorm Damage: On July 26th, 2021, one day after the Car show/Swap Meet, the fairgrounds sustained heavy damage from a windstorm that had 80 to 90 mile per hour winds. Several large pine trees were destroyed along with perimeter fencing. Itasca County and Agricultural Association staff worked for several days to help clean up the damage. Many areas in Grand Rapids and the surrounding area sustained damage as well. The Fairground was established as one of the drop-off locations for public brush removal. FEMA and insurance funds were used for stump removal, fence repair and entrance road repair. There was heavy use and traffic from the public for several weeks during the brush site drop-off project.

Grandstand Safety Improvements: Inspection of the Grandstands at the racetrack identified several safety requirements for improvement of the steps and railings. Banisters were raised to the proper height and a new set of steps were constructed at the three entrance locations.

Fairgrounds Park Campground: A conceptual plan was developed for new campsites at the Fairgrounds Park to help identify specific requirements for sites with full-service camper hookups. A plan was developed for 38 camper sites with water, sewer, and electric as well as 3 sites will have water and electric available. Once the estimated costs and detailed engineering plans are determined, additional funding sources will be identified to match American Recovery Plan funds to be used on the project.

Bass Lake Park

Campground expansion and infrastructure improvements occurred at Bass Lake Park and Campground with the use American Rescue Plan funds. In the fall of 2021, 14 new campsites were added to the campground. There were 7 new sites developed in Loop A on the off-lake side of the entrance road. Loop A now has a total of 16 sites and electric hookup to all 16 sites is scheduled for 2022. An additional 7 new sites were also added to the east side of the lake across the road from the existing lake sites. These sites will remain primitive with a picnic table and fire ring. Significant gravelling and grading to repair and improve the park/campground access roads was also completed in 2021.

Public Water Accesses

Itasca County submitted grant applications to the Chippewa National Forest Resource Advisory Committee (RAC) to help provide funds for community development projects in and around the Chippewa National Forest. Three project proposals were funded by the RAC 1) Crooked Lake access improvement project will include filling and adding culvert(s) to allow the water to flow under the road, placing rock rip rap/ bank stabilization along the lake edge and improving the access road; (2) Wabana trails wetland boardwalk project will include building a suspended boardwalk over a wetland to provide continuous connection to the rest of the trail during non-frozen conditions; (3) Public water access repair and maintenance project includes the repair and maintenance of certain public water accesses managed by Itasca County that are within and adjacent to the

Chippewa National Forest. Plans are to reduce soil erosion on maintained public water accesses and to provide improved access for emergency services needed for access users and local residence using public water access roads.

Cross Country Ski Trails

The 2021/2022 ski trail season started off with early snows in late November and early December. With well cleared/mowed trails and early snow for a good track-setting base, the season started well. Heavy snows continued through February and trail grooming continued into early March for a great ski and snowshoe season for winter enthusiasts.

Forest Recreation and Trails

The Itasca County Forest Recreation and Trail program's goal is in part to support motorized and non-motorized dispersed recreation trails and the volunteer clubs working to provide quality trails. It has currently focused largely on the continued development of ATV trails and assisting the clubs in designing and construction of these trails.

ATV Trail Projects

Len Hardy Memorial ATV Trail: In working with the Range Riders ATV club, the grant-in-aid contract was signed in the spring for work to start after June 30th, 2021. Yamaha Outdoor Access Initiative and IRRR grants have been secured for the project. In fall of 2021, the club started clearing the trail corridor and worked with the Conservation Corp of Minnesota on installing the boardwalk project. Schwartz Excavating was contracted to put in the south culvert in late fall. Full trail construction is scheduled to be contracted in 2022.

Wilderness Trail Proposal: The U.S. Forest Service approved the Wilderness Trail in October 2021, and the grant-in-aid trail proposal was then resent to Minnesota DNR. In working with the Wilderness Wheelers ATV club, final sponsorship was approved by the county in November 2021.

Herb Brandstrom ATV Trail: In working with the Swampsiders ATV club, final county sponsorship for this trail project was completed in 2021. The grant-in-aid budget and proposal is currently under review at the Minnesota DNR.

Pengilly-Calumet Proposal: The Run-A-Muck ATV Club is proposing a trail connecting the City of Calumet to the Town of Pengilly utilizing County Road 83, tax-forfeited and state land. Discussions were started in 2021 with Minnesota DNR Lands and Minerals office out of Hibbing to determine if the trail is feasible through the north side of the tailings basin east of Calumet.

Alborn Grade Culvert Replacement Project: The notable "Swan Pond" north of the grade had significant rise in water due to beaver damming and the old culverts under the grade having failed. The old culverts on the grade currently need replacement, the Minnesota DNR has provided \$70,000 to Itasca County for the replacement project which is scheduled to occur in 2022.

Snowmobile Trail Projects

Swampsiders Cameron Lake Snowmobile Trail: A reroute was identified for the Cameron Lake Snowmobile Trail off the LaBarge Lake Road. A private landowner will now be plowing the easement road where the trail is located, so a reroute is needed. A new route was identified paralleling with the current road where a new corridor is to be opened during logging. The reroute is scheduled to be finalized in 2022.

Balsam Creek Snowmobile Bridge Replacement Project: The county is working with the Lawron Trail Riders to replace the Delbert Brandstrom snowmobile trail bridge. Initial funding has been secured from Yamaha Outdoor Access Initiative, Trails Task Force and F RTP grant programs. An engineering firm, ARI, Inc., was selected for this project, and based on initial estimates additional funding is still needed. The project is tentatively scheduled for 2022 depending on additional funding.

Other Trail Projects

Nashwauk Mountain Bike Trail: Itasca County worked with ARDC and two engineering firms to draft a project plan proposal for development of a mountain bike trail system in the City of Nashwauk. Project kickoff meetings will commence in 2022.

Real Estate Management

When private landowners fail to pay real estate taxes on their property, the property may forfeit to the State of Minnesota in trust for the taxing districts. Administration and management of tax-forfeited trust lands is entrusted to the counties and regulated through state statute. The Itasca County Land Department performs real estate management activities on tax-forfeited trust lands as well as land owned in fee by Itasca County. Real estate management activities include land sales, land acquisitions, road access agreements, utility easements and licenses, recreational trail agreements, management of existing leases, issuance and management of mining leases, and demolition of improvements when needed. Classification and repurchases of tax-forfeited trust lands are also completed as needed.

New Forfeitures

Each year, the Itasca County Auditor/Treasurer's office records a list of duly tax-forfeited properties. Once forfeited, the parcels are managed by the Land Department. In 2021, 207 parcels forfeited, including 27 full interest parcels, 88 undivided interest surface parcels, 67 full mineral interest parcels, and 25 undivided mineral interest parcels.

Land Classification

Minnesota state law recognizes that the public's interest is best served by sale of some lands and retention of other lands in public ownership. State statute requires tax-forfeited trust lands be classified in that regard, so each year Itasca County classifies all new forfeitures and reclassifies requested lands. Lands identified for sale are sold mostly through public auction at Itasca County's primary land sale is usually held in October of each year. During 2021, 141 parcels were either classified or reclassified.

Repurchases

State Law allows prior owners to apply to the County Board for repurchase of their forfeited property within time frames set forth and for sufficient reasons allowed in statute. Costs associated with repurchase include the amount of the unpaid taxes, penalties, interest, administration fees, and required closing costs. During 2021, Itasca County successfully processed 10 repurchase applications.

Land Sales

Itasca County held a public land auction on October 22, 2021. Parcels were sold through oral auction at the Itasca County Courthouse. Parcels may also be sold directly to adjoining landowners to dispose of landlocked parcels or to improve compliance with current zoning standards. Additionally, some uncommon circumstances require sale of a parcel through special legislation, and other parcels are conveyed directly to other government entities for authorized public uses or public purposes. Direct county parcels no longer needed for public use may also be sold. The following summarizes land sale activity during 2021:

Transaction Description	Number of parcels	Acres	Revenue
Tax-forfeited parcels public auction – Platted	8	6.05	\$ 134,500.00
Tax-forfeited parcels public auction – Non-Platted	9	105.88	\$ 157,190.00
Tax-forfeited over the counter – Platted	2	0.84	\$ 30,300.00
Tax-forfeited over the counter – Non-Platted	1	32.13	\$ 32,500.00
Direct county public auction – Platted	-	--	--
Direct county public auction – Non-Platted	2	17.77	\$ 49,600.00
Direct county sale to government entity – Platted	1	0.21	\$ 30,000.00
Direct county over the counter – Non-Platted	--	--	--
Tax-forfeited private sales – Adjoining Landowner	14	9.45	\$ 38,239.12
Tax-forfeited sold to other government entities	15	68.99	\$ 168,400.00
Sale via Special Legislation	1	0.20	\$ 450.00
TOTAL	53	241.52	\$ 641,179.12

Land Acquisitions

To assist in establishing an iron ore /steel mill in 2008 and 2009, Itasca County sold 11,952.5 acres to Minnesota Steel Industries. Through special legislation in 2009, revenue from this sale was placed in a Land Replacement Trust Fund (LRTF) to replace those public lands and their associated natural resource benefits. The special legislation allows income from sales of other sold tax-forfeited trust properties to be placed in the land replacement fund, prior to apportionment, for use in acquiring replacement lands. Consolidating remote forest lands surrounded by large tracts of working forest maximizes their natural resource benefits and minimizes conflicts between natural resource use and private development. Such consolidation also helps direct future development nearer to public roadways, public infrastructure, and existing development, reducing public costs for providing related public services. The replacement lands are managed for forestry, public recreation,

and other natural resource benefits. The tax-forfeited trust acquired 554.19 acres located in Nore Township from Boundary Company in October 2021 for the sum of \$415,643.00. In addition, an undivided 1/8 interest of Lot 3, Section 26, Township 60, Range 25 was acquired from a private landowner in December 2021 for the sum of \$14,500.00. These acquisitions were paid by funds from the Land Replacement Trust Fund.

Conditional Use Deeds and Re-conveyances

Tax-forfeited trust parcels may be conveyed to governmental subdivisions for a specific public use as provided in statute. A re-conveyance to the State of Minnesota in trust for the taxing districts can occur when a governmental subdivision fails to put the property to the public use for which was originally conveyed. Three Conditional Use Deeds (CUD) were issued in 2021. A CUD was issued to the City of Grand Rapids for storm water in August 2021, to the City of Marble for a Rest/Shelter off the Mesabi Trail in January 2021, and to the City of Warba, Feeley Twp and Sago Twp jointly for use as a Volunteer Fire Department in April 2021.

Leases

The Land Department manages leases on tax-forfeited and direct county fee lands. Many shoreland and hunting cabin leases were established on County lands prior to 1980. Since then, Itasca County has discontinued creating such leases and is gradually terminating existing ones. Examples of remaining leases are campsite leases, some shoreland leases, agricultural leases, tower leases, leases to other public entities, utility leases, and some recreational club leases. New leases have been limited to those which provide widespread public benefit (e.g. communication tower leases, surface leases for mining activities). Following is a summary of lease activity and income during 2021.

Item	Number	Receipts
Land and other leases (non-mining related)	78	\$ 33,749.00
Tower Leases	4	\$ 9,153.93
Mesabi Metallica (surface lease for mining)	1	\$ 2,688.30
TOTAL	83	\$ 45,591.23

Land Exchanges

State law allows for the application to exchange tax-forfeited lands for private lands. Exchanges are limited to cases where the public would significantly benefit from the exchange. The land exchange process can be lengthy and can take two years or more to complete. There were no land exchanges in 2021.

Road Easements and Licenses

The Land Department processes two types of agreements for written access across tax-forfeited trust and direct county lands: licenses to cross and road easements. In addition, recreational trail easements are sometimes granted. Road easements are occasionally acquired by the Land Department for land management or public purposes. Seven new and two transfers of Licenses to Cross were processed on tax-forfeited trust land in 2021. One road easement was granted on tax-forfeited trust land, one granted on direct county land, one railroad easement granted on tax-forfeited trust land, and four easements were acquired by Itasca County in 2021.

Utility Easements and Utility Licenses

In 2021, five utility easements were granted on tax-forfeited trust land.

Demolition

Occasionally, newly forfeited properties have dilapidated improvements that must be removed or structures on tax-forfeited lands need to be demolished. There were two demolitions in 2021.

Cartways

Minnesota Statute 164.08 requires Itasca County to process cartway requests in unorganized townships. This statute, commonly known as the Cartway Law, assures that private landowners with 5 or more acres have access to their property across private lands. The County Board has assigned the Land Department to lead the administration of the Cartway Law for Itasca County. There were no cartway proceedings in 2021.

Environmental Trust Fund

State legislation that allowed sale of state and county shoreland lease lots required that revenues from these sales be deposited into an Environmental Trust Fund (ETF). Money from this fund can be spent only for purposes related to the improvement of natural resources. In 2005, the Itasca County Board of Commissioners transferred administration of the ETF grant program to the Land Commissioner. The Real Estate Specialist is responsible for the day-to-day coordination and management of the ETF Program. The following table represents a summary of budget activity during 2021 for the Environmental Trust Fund.

ITEM	AMOUNT
ETF Fund balance on January 1, 2021	\$ 8,450,254.06
Interest earned during the calendar year	\$ 728.70
ETF Expenditures during the calendar year	\$ 199,633.00
ETF Fund balance as of December 31, 2020	\$ 8,251,349.76

Note: For the purposes of this report, land sales revenues are summarized by date sold.

County Noxious Weed Program

The "Minnesota Noxious Weed Law" is found in Sections 18.76 to 18.91 of the Minnesota State Statutes. Enacted from the state legislature is that residents of the state can be protected from the injurious effects of noxious weeds. It contains procedures for controlling and eradicating noxious weeds on all lands within the state of Minnesota. The objective of the Minnesota Noxious Weed Law is to prevent the spread and proliferation of undesirable plants in order to minimize the adverse effects on the state's citizens. All landowners in Itasca County are responsible for controlling noxious weeds on their property.

County Agricultural and Local Weed Inspectors

County Agricultural Inspectors are appointed for each county. These inspectors also assist the MDA with laws dealing with seeds, feeds, fertilizers, pesticides, and plant pests. The Land Department is responsible for the duties of County Agricultural Inspector. This position was created by the Minnesota Noxious Weed Law to help manage noxious weeds within Minnesota.

Local Weed Inspectors are the mayors in cities and supervisors on township boards. An assistant weed inspector may be appointed by the city mayor or the township board to act in their behalf as local weed inspectors. Their duties are to examine all lands, including highways, roads, alleys and public ground within the territory over which their jurisdiction extends to evaluate and address Noxious Weed Law violations. They see that the control and eradication of noxious weeds is carried out. They also issue permits in accordance with the transportation of materials and equipment infested with noxious weed propagating parts.

In the 2021 season, the department's Noxious Weed Program hired an invasive species seasonal worker to assist with monitoring and herbicide control. The primary noxious weed species focused on in 2021 was spotted knapweed, plumeless thistle, wild parsnip, and leafy spurge. Spraying occurred from May-August and mowing by the county started in late June. County road rights-of way-were treated along with a canister site, gravel pits, forest access roads, and wildlife openings. A contractor was also hired to spray the larger sections of county roads. The targeted area was the northwest portion of the county that has a large infestation of wild parsnip. The contract was authorized to B&P Weed Control for right-of-way spraying.

Notifications and site visits were made throughout the season. The Land Department focused on compliance in each district for species specific target areas, mainly gravel pits, and largely infested county roads. All districts were sprayed this year for spotted knapweed, wild parsnip, and leafy spurge.

The Annual County Ag Inspector Conference was held in Chanhassen, MN. The Itasca County noxious weed booth was displayed at the Itasca County Fair in July.

Due to COVID-19 restrictions, the Annual Local Weed Inspector training was cancelled. Updated informational packets were instead mailed out to the cities and townships.

Local Weed Inspector annual reporting is submitted in January of each year. In 2021, local weed inspector reports were submitted by 39 out of 46 townships, and by 16 out of 17 cities in the county. Their yearly cost is shown below.

TOWNSHIP Spraying Cost	\$ 650.00	CITY Spraying Cost	\$ 8,325.15
TOWNSHIP Mowing Cost	\$ 44,404.25	CITY Mowing Cost	\$ 63,093.91
TOWNSHIP Mowing Acres	40	CITY Mowing Acres	109.5
TOWNSHIP Mowing Miles	164.1	CITY Mowing Miles	132.0
TOWNSHIP Spraying Acres	7	CITY Spraying Acres	5
TOWNSHIP Spraying Miles	0.00	CITY Spraying Miles	10.5

Public Education

Forestry staff took part in a winter/spring field tour for students of the ICC Silviculture Class. The group toured various sites and looked at different management techniques northern hardwood forest types. In July, the Itasca County Land Department information booth was in the Conservation Building at the Itasca County. In September 2021, the Land Department participated in the Future Forest Stewards program held at the same time as the Logging Expo at the County Fairgrounds. Buses transported 150-200 high school students to a site near the Peterson Road to see an active county timber harvest and presentation on logging/forestry by Land Department along with other logging and forest products industry staff.

Land Department Safety Meetings

The Land Department holds monthly safety meetings and staff meetings. Topics and minutes are recorded for each meeting and pertinent material is incorporated into Land Department operations and procedures.

2021 ANNUAL REPORT



ITASCA COUNTY LAND DEPARTMENT

“Dedicated to Quality Natural Resource Stewardship”

This page is intentionally left blank.

TABLE OF CONTENTS

FINANCIAL REPORTS

Forfeited Tax Sale Fund.....	5
Apportionment of Net Proceeds.....	6
Forest Resources Fund – By Account.....	7-12
Natural Resources - State Payment In Lieu of Taxes	7
County Forest Access Roads	7
Memorial Forests	8-9
County Park System	9
1965 Special Law – 30% of Net Proceeds	10-11
Weed Control.....	11

SPECIAL REPORTS

Forest Improvement Projects	12-15
Wildlife Management	15
Timber Sale Program	16-17
Forest Road Improvement Projects	18
Forest Certification	18-19
Park and Recreation.....	19-21
Forest Recreation and Trails	21-22
Real Estate Management.....	22-25
Noxious Weed Program	25-26
Public Education.....	27
Department Safety Meetings.....	27

2021 COUNTY COMMISSIONERS

District 1	Davin Tinquist
District 2	Terry Snyder
District 3	Leo Trunt
District 4	Burl Ives
District 5	Ben DeNucci

Text and Photos provided by Land Department Staff
Cover Photo: Stony Brook in T61N-R22W.

The Land Department is committed to ensuring the County’s natural resources provide sustainable economic benefits and environmental integrity for both present and future generations. Active management will provide a balance of benefits that include recreational opportunities, quality water, ecological stewardship, wildlife habitat, timber production, minerals and earthen materials, as well as a monetary return to the tax forfeited trust and the taxing districts.

DEPARTMENT STAFF

During 2021, the Itasca County Land Department managed approximately 300,000 acres of tax-forfeited trust land. Over 75% of these lands are commercial forest lands that are capable of producing a sustainable supply of industrial wood products. Itasca County managed lands play an important role in the tourism and recreation industry by providing lands for the public to enter upon for recreational trail use, hunting, fishing, camping as well as many other recreational pursuits.

Land & Forestry

Kory Cease.....	Land Commissioner
Michael Gibbons	Assistant Land Commissioner
Bob Rother	District 1 Forester
Casey Dabrowski	District 2 Forester
Perry Leone	District 3 Forester
Loren Eide	District 4 Forester
Tony Schram	District 6 Forester
Jesse Lehner	District 7 Forester
Ryan Newman	Staff Forester/District 5 Forester
Nick Schreiber	Forester
Dan Neary (Hired April 2021)	Forester
Adam Olson.....	Forest Wildlife Conservationist
Renata Rogalla	Administrative Secretary
Jackson Purdie.....	Administrative Assistant

Park and Recreation

Roger Clark.....	Park System Manager
Greg Wyatt (Hired April 2021 & Resigned December 2021)	Park Maintenance Worker
Sara Thompson	Forest Recreation Specialist

Real Estate

Cindy Shevich	Real Estate Specialist
---------------------	------------------------

Seasonal Crews

Hunter Stolley	Park Technician
Jack Connelly	Forestry Intern
Joline Leone	Weed Technician

FINANCIAL REPORTS

Fiscal Year January 1, 2021 thru December 31, 2021

FORFEITED TAX SALE FUND

RECEIPTS

Timber Sale	\$ 2,772,234.39
Timber Overruns	\$ 372,887.53
Timber Extensions	\$ -
Performance Bonds	\$ 40,061.31
Lot Sales	\$ -
Land Sales	\$ 552,729.12
Interest Payments (land)	\$ 6,134.30
Repurchases	\$ 17,034.61
Leases	\$ 45,551.23
Special Use Lease	\$ 925.00
Easements	\$ (5,066.00)
Gravel	\$ 243,361.36
Trespass	\$ 64.52
Easements (land value)	\$ 14,682.29
Miscellaneous	\$ 867.00
Fines	\$ -
Timber Interest	\$ 520.46
Stumpage Refunds	\$ 76,110.42
Performance Bond Refunds	\$ 112,455.41
Other Refunds	\$ 16,437.19

GROSS RECEIPTS

\$ 4,266,990.14

LESS REFUNDS:

Performance Bond Refunds	\$ 112,455.41
Stumpage Refunds	\$ 76,110.42
Other Refunds	\$ 16,437.19
Shortage in Unorganized and Township Districts	\$ (180.40)

TOTAL REFUNDS

\$ 204,822.62

NET RECEIPTS

\$ 4,062,167.52

LESS ADMINISTRATION EXPENDITURES

Salaries	\$ 963,832.18
Insurance & Retirement	\$ 488,792.38
Services	\$ 173,948.23
Supplies	\$ 48,866.44
Vehicle, Liability, Bonds	\$ 9,535.00
Capital Outlay	\$ 1,371.92

TOTAL ADMINISTRATION EXPENSES

\$ 1,686,346.15

Reimbursement to 12-600	\$ (279.46)
Shortage in Unorganized and Township Districts	\$ 180.40

ADJUSTED ADMINISTRATION EXPENSES

\$ 1,686,247.09

NET PROCEEDS

\$ 2,375,920.43

**2021 FORFEITED TAX SALE FUND
APPORTIONMENT OF NET PROCEEDS
2021 Revenue Apportioned for 2022**

30% LAW APPORTIONMENT

County Park System	\$	428,167.03
Timber Development	\$	-
Tourism Economic Development	\$	185,457.00
Land Use Planning	\$	-
TOTAL 30% LAW APPORTIONMENT	\$	613,624.03

COUNTY MEMORIAL FORESTS

Dunn-Stephens	\$	147,980.98
Loucks-Danyluk	\$	133,474.92
Charles Godfrey	\$	49,051.11
Carver-Kongsjord	\$	-
Natural Area	\$	-
TOTAL COUNTY MEMORIAL FORESTS	\$	330,507.01

COUNTY

Revenue (County)	\$	572,715.76
Unorganized (Road & Bridge)	\$	97,546.62
TOTAL COUNTY	\$	670,262.38

CITIES & TOWNSHIPS

Cities	\$	27,804.63
Townships	\$	161,006.63
Special Assessments	\$	-
TOTAL CITIES & TOWNSHIPS	\$	188,811.26

SCHOOL DISTRICTS

S.D. 316	\$	38,661.74
S.D. 317	\$	20,317.76
S.D. 318	\$	425,850.41
S.D. 319	\$	87,885.84
TOTAL SCHOOL DISTRICTS	\$	572,715.76

TOTAL DISTRIBUTION **\$ 2,375,920.43**

FOREST RESOURCES FUND**BY ACCOUNT****NATURAL RESOURCES - STATE PAYMENT IN LIEU OF TAXES**

MN Statute 477A.14 specifies that 64.2 cents for each acre cents of county administered or other natural resource land shall be deposited in a resource development fund to be created with the county treasury for use in resource development, forest management, game and fish habitat improvement and recreational development and maintenance of county administered or other natural resources land

Balance, January 1, 2021	\$	263,021.11
Add Receipts:		
State	\$	191,026.71
Equipment Auction	\$	2,950.00
Total Revenue	\$	456,997.82
Less Expenditures:		
Salaries	\$	64,129.61
Insurance & Retirement	\$	34,926.43
Services	\$	3,907.36
Supplies	\$	2,169.25
Capital Outlay	\$	30,916.60
Total Expenditures	\$	136,049.25
Ending Balance, December 31, 2021	\$	320,948.57

COUNTY FOREST ACCESS ROADS

MN Statute 89.70 authorizes creation of a county forest access road account with state gas tax funds collected through M.S. 296A.18. Funds are distributed to counties managing forest lands through a county land department for the purpose of constructing, reconstructing, acquiring, and maintaining county management access roads, including the acquisition of right of ways or easements.

Balance, January 1, 2021	\$	342,870.57
Add Receipts:		
State	\$	54,206.44
Reimbursements	\$	59,429.64
Total Revenue	\$	456,506.65
Less Expenditures:		
Services	\$	43,655.36
Supplies	\$	1,973.27
Capital Outlay	\$	13,215.26
Total Expenditures	\$	58,843.89
Ending Balance, December 31, 2021	\$	397,662.76

MEMORIAL FORESTS

MN Statute 459.06 Subd. 2 authorizes that any county board may, by resolution of the county board, set aside tax-forfeited land, which is more suitable for forest purposes than for any other purpose, and dedicate said lands as a memorial forest, and manage the same on forestry principles. Funds received as income from the land, so dedicated and set aside, may be expended for the development and maintenance of the dedicated forest.

DUNN-STEPHENS MEMORIAL FOREST

Balance, January 1, 2021	\$	16,275.65
Add Receipts:		
<u>Receipts</u>	\$	545.20
<u>Add Apportionment</u>	\$	89,060.75
Total Revenue	\$	105,881.60
Less Expenditures:		
<u>Services</u>	\$	-
<u>Capital Outlay</u>	\$	83,249.42
Total Expenditures	\$	83,249.42
 Ending Balance, December 31, 2021	 \$	 22,632.18

CHARLES GODFREY MEMORIAL FOREST

Balance, January 1, 2021	\$	(43,048.49)
Add Receipts:		
<u>Add Apportionment</u>	\$	15,990.22
<u>Receipts</u>	\$	-
Total Revenue	\$	(27,058.27)
Less Expenditures:		
<u>Capital Outlay</u>	\$	-
Total Expenditures	\$	-
 Ending Balance, December 31, 2021	 \$	 (27,058.27)

CARVER - KONGSJORD MEMORIAL FOREST

Balance, January 1, 2021	\$	1,074.24
Add Receipts:		
<u>Receipts</u>	\$	-
Total Revenue	\$	1,074.24
Less Expenditures:		
<u>Capital Outlay</u>	\$	-
Total Expenditures	\$	-
 Ending Balance, December 31, 2021	 \$	 1,074.24

NATURAL AREA COUNTY MEMORIAL FOREST

Balance, January 1, 2021	\$	1,195.59
Add Receipts:		
Receipts	\$	-
	Total Revenue	\$ 1,195.59
Less Expenditures:		
Capital Outlay	\$	-
	Total Expenditures	\$ -
Ending Balance, December 31, 2021	\$	1,195.59

LOUCKS - DANYLUK MEMORIAL FOREST

Balance, January 1, 2021	\$	102,444.16
Add Receipts:		
Add Apportionment	\$	55,797.49
	Total Revenue	\$ 158,241.65
Less Expenditures:		
Capital Outlay	\$	41,302.49
	Total Expenditures	\$ 41,302.49
Ending Balance, December 31, 2021	\$	116,939.16

COUNTY PARK SYSTEM

Balance, January 1, 2021	\$	383,281.25
Add Receipts:		
Apportionment	\$	331,044.00
Camping Fees	\$	22,944.63
Reimbursement	\$	7,158.70
Federal Aid	\$	-
Other State Grants	\$	10,000.00
Other Credits & Aids	\$	10,000.00
Insurance Payments	\$	-
Gunn Park Pavilion Rental	\$	8,100.00
Timber Stumpage	\$	100.00
Equipment Sale	\$	-
Transfer	\$	116,150.00
	Total Revenue	\$ 888,778.58
Less Expenditures:		
Salaries	\$	92,200.96
Insurance & Retirement	\$	53,347.57
Services	\$	125,270.51
Supplies	\$	13,191.78
Vehicle/Liability Insurance	\$	23,958.96
Bond & Other Insurance	\$	-
Fairgrounds	\$	131,328.21
Gunn Park	\$	29,861.45
Bass Lake	\$	9,563.97
Recreational Trails	\$	16,025.95
Capital Outlay	\$	22,070.58
	Total Expenditures	\$ 516,819.94
Ending balance, December 31, 2021	\$	371,958.64

ITASCA COUNTY SPECIAL LAW - 30% OF NET PROCEEDS

Laws of 1965, Chapter 326, Section 1, as amended, provides that Itasca County may annually by resolution, set aside not exceeding 30% of the net proceeds from the forfeited tax sale fund for the purposes of 1) Promotion of tourist, agricultural and industrial development; 2) Timber development on tax-forfeited land and memorial forests; 3) Land use planning; 4) Acquisition and maintenance of county parks or recreation areas.

TOURISM, AGRICULTURE & INDUSTRIAL PROMOTION

Balance, January 1, 2021	\$ 100,629.33
Add Receipts:	
Apportionment	\$ 203,500.00
Total Revenue	\$ 304,129.33
Less Expenditures:	
Services	\$ -
Challenge Grant	\$ 225,639.79
Transfer	\$ -
Total Expenditures	\$ 225,639.79
Ending Balance, December 31, 2021	\$ 78,489.54

LAND USE PLANNING

Balance, January 1, 2021	\$ 925.17
Add Receipts:	
Apportionment	\$ -
Total Revenue	\$ 925.17
Less Expenditures:	
Transfers	\$ -
Services	\$ -
Supplies	\$ -
Total Expenditures	\$ -
Ending Balance, December 31, 2021	\$ 925.17

LAND RECLAMATION

Balance, January 1, 2021	\$ 53,725.79
Add Receipts:	
Reclamation Revenue	\$ 13,432.00
Total Revenue	\$ 67,157.79
Less Expenditures:	
Gravel Refund	\$ (250.00)
Total Expenditures	\$ (250.00)
Ending Balance, December 31, 2021	\$ 66,907.79

SPECIAL FOREST IMPR

Balance, January 1, 2021	\$	(4,177.67)
Add Receipts:		
Transfer	\$	-
Total Revenue	\$	(4,177.67)
Less Expenditures:		
Supplies	\$	767.75
Total Expenditures	\$	767.75
Ending Balance, December 31, 2021	\$	(4,945.42)

WEED CONTROL

Balance, January 1, 2021	\$	(7,982.79)
Add Receipts:		
Transfer	\$	-
Total Revenue	\$	(7,982.79)
Less Expenditures:		
Services	\$	10,898.60
Supplies	\$	5,650.50
Total Expenditures	\$	16,549.10
Ending Balance, December 31, 2021	\$	(24,531.89)

SPECIAL REPORTS

Forest Improvement Projects

In 2021, Forest Improvement Projects completed work in four major categories: regeneration and reforestation, pre-commercial stand treatments, intermediate stand level improvement, and tree level improvement. Progress and achievements in each of the categories are outlined below.

Reforestation and Restoration Programs

The reforestation program focuses on maintaining a diversity of forest types, improving wildlife habitat, and increasing forest productivity. The program matches species that are well suited to site conditions to achieve optimal growth rates. The following specific projects were completed in 2021.

- A. In 2021, 413 acres were planted with a total of 359,500 seedlings. This includes fill plants, where the objective is to bring stocking levels up to recommended silvicultural guidelines.

SPECIES/ STOCK	NUMBER OF SEEDLINGS	ACRES
Red Pine - container	201,000	244
Jack Pine - container	81,000	79
White Spruce - container	71,500	84
White Pine - container	6,000	6

- B. A total of 221 acres of were aerial seeded in 2021.

SPECIES	ACRES
Black Spruce	153
Tamarack	36
Jack Pine	32



White Spruce seedling ready to be planted.

- B. During 2021, a total of 422 acres were mechanically prepared for spring 2022 planting, and an additional 42 acres were disc trenched for natural seeding. Several sites received a combination of herbicide treatments to reduce vegetative competition and mechanical treatments to improve the physical planting environment. Treatment types and acreages are listed below.

SITE PREPARATION TREATMENT TYPE	ACRES
MECHANICAL TREATMENT	
Disc Trenching	464
CHEMICAL TREATMENT	
Broadcast Applications	392



Contract workers planting seedlings on a site following timber harvest.

- C. In 2021, tree seedling contracts were administered. These seedlings will be planted in spring 2022 on prepared sites. The species, stock type, and grower of the seedlings are listed below.

SPECIES	STOCK TYPE	NUMBER	GROWER
Red Pine	container	172,000	PRT USA, Inc.
Jack Pine	container	15,000	PRT USA, Inc.
White Spruce	container	8,000	PRT USA, Inc.

Pre-commercial Stand Treatments

Treatments are designed to promote the desired productivity gains, to protect investments, and improve the quality of future products. Protection and promotion of species diversity is a principal objective of intermediate stand treatments.

- A. 413 acres of white pine, red pine, and jack pine were bud capped for deer browse protection.
- B. 73 acres were released from competition with chemical application.

Intermediate Stand Level Improvement

Stand level improvements are achieved with intermediate treatments. The goal is to ensure the desired composition, stem quality, spacing, and growth performance as well as to recover value that might otherwise be lost. Commercial thinning of timber stands is the primary way this is accomplished.

SPECIES	THINNING ACRES OFFERED IN 2021
Northern Hardwoods	137.3
Red, Jack & White Pine	519
White Spruce/Balsam	167
Lowland Hardwoods	64.4
Total Acres	887.7

Tree Level Improvement

Tree improvement promotes genetic gains through both selective breeding strategies and stand manipulations. These techniques work in concert by providing long term improvement in the genetic makeup of naturally regenerated and planted stands. An important component of any tree and stand level improvement program is refinement of cultural techniques so that genetic gains may be successfully implemented.

Conifer species: Maintaining and expanding the proportion of conifer type in Itasca County has long been an objective of the Special Forest Improvement program. The following projects have had work completed on them in 2021:

White Pine

Bass Lake first generation clonal white pine seed orchard was established in 1998. Originally this was a joint venture project between Itasca County and Rajala Companies. The Itasca County Land Department purchased the seed orchard from Rajala Companies in 2010. No cones were collected in 2021.

Figure Eight Lake first generation clonal white spruce seed orchard was established in 1987. No cones were collected in 2021.

Wabana second generation spruce planting was established in May 2003. This site contains 56 new full sibling crosses, resulting from breeding work in 1998 and 2000. No cones were collected in 2021.

Hardwood species: Since aspen cover types occupy a majority of Itasca County's productive forest land base, aspen stand improvement is a major concern for the Itasca County Land Department. Much of the stand level improvement is done from regeneration prescriptions written by professional foresters.

Itasca County manages about 8,000 acres of northern hardwoods and 16,600 acres of lowland hardwoods. The northern hardwood forest is diverse and dominated by mixtures of sugar maple, basswood, and red oak. Common associated species are paper birch and aspen. Lowland hardwoods are usually dominated by black ash. The Department's hardwood management goal is to improve timber quality, maintain aesthetics, sustain water quality, reduce insect and disease problems, preserve biodiversity, and provide recreational opportunities.

County management goals call for examining 371 acres of hardwood per year to determine if management is needed on those acres. Itasca County manages most of its hardwoods with crop tree systems as well as uneven-aged management systems. Timber stands are generally thinned approximately every 15 years to remove mature trees and make more room for remaining trees to grow. Den trees and other trees which have high wildlife value are often reserved for wildlife. Red oak, birch, ash, and some hardwood stands are managed under an even-aged system which include one or more intermediate thins prior to a final harvest of the high-quality mature trees.

Wildlife Management

Wood Duck House Project

The Land Department maintains 75 wood duck boxes on 14 different bodies of water. The boxes are visited every 2-4 years, usually in late winter just before ice out. The nest bedding is replaced with fresh wood shavings and past nesting success is assessed. Any repairs needed to the box or replacements are completed on site.

Thermal Cover, Mast Production and Wildlife Openings Projects

Itasca County Land Department collaborates with MN DNR Wildlife and the Minnesota Deer Hunters Association (MDHA) to assist with establishment of conifer thermal cover and of mast producing stands for wildlife, as well as maintenance wildlife openings. MDHA has been working with the county in receiving Conservation Partners Legacy grants from the State of Minnesota. The Land Department assists the state/MDHA with finding opportunities for these projects throughout the county.

Songbird Habitat Improvement Project

Itasca County partnered with the American Bird Conservancy (ABC) to improve habitat for at risk bird species including Golden-winged Warbler, American Woodcock, Veery, Black-billed Cuckoo, Sharp-tailed Grouse, and other bird species. The habitat created is also seasonally beneficial for deer, bear, and other mammals. The American Bird Conservancy is a non-profit organization whose mission is to conserve native birds and their habitats by providing habitat improvement grant funding and contractors. The Land Department provides sites, field layout/mapping and follow-up data collection.

Timber Sale Program

Itasca County sells timber primarily through public oral auctions. Timber is sold in tracts and made available for not less than the appraised timber value. Timber sales not sold at auction are available for purchase over the counter for not less than the appraised value. Itasca County holds two types of timber auctions: an intermediate timber auction and a regular timber auction. The intermediate auction has restrictions (smaller tract size, limited number of tracts held by each purchaser, etc.) designed to spread the timber permits among more purchasers. The remaining tracts of timber are offered through regular auction with no restriction to qualified bidders.

In 2021, Itasca County held two major timber auctions, June 9th and December 12th. A total of 97 tracts were offered for sale: 33 through intermediate auction and 64 through regular auction. 36 of 38 intermediate tracts and 53 of 59 regular tracts sold at the time of sale. The total average bid up on the sold tracts was 31% on the intermediate auction and 39% on the regular auction. In 2021, Itasca County sold 95,222 cords for a total value of \$3,017,721.87 (see Table I).

TABLE I
Timber Report: All Timber Sold from January 1, 2021, through December 31, 2021
(Includes over-the-counter, informal and receipt sales.)

SPECIES	VOLUME	PRICE/CORD	TOTAL VALUE
Ash	2,083	\$13.28	\$27,671.42
Aspen	53,107	\$35.06	\$1,861,718.66
Balm	1,255	\$22.75	\$28,555.36
Balsam Fir	3,593	\$9.33	\$33,533.74
Basswood	1,481	\$13.35	\$19,767.64
Burr Oak	8	\$7.00	\$56.00
Jack Pine	3,587	\$34.25	\$122,852.70
Maple	1,948	\$8.57	\$16,690.97
Paper Birch	1,513	\$10.44	\$15,791.46
Red Oak	496	\$23.60	\$11,713.60
Red Pine	13,034	\$52.99	\$690,651.12
Spruce	7,208	\$20.15	\$145,229.00
Tamarack	5,574	\$5.67	\$31,614.70
White Pine	334	\$35.56	\$11,875.50
Grand Total	95,222	\$31.69	\$3,017,721.87

Table 1 reflects the anticipated revenue Itasca County will recognize when all sales are paid in full. Many of the permits were issued with duration of 2 and 3 years. Therefore, the above timber receipts will be received in the next 3 years and not all the above receipts will be reflected in the timber sales receipts listed in the 2021 Financial Report. However, all timber permits sold do require a 5% down payment and 10% performance bond at the time of purchase.

PERMITS ISSUED IN 2021	
New Timber Permits	101
Firewood Permits	79
Balsam Bough Permits	9
Spruce Tip Permit	6
Maple Tap Permits	7
Christmas Tree Permits	13
Birch Bark Permits	1
Gravel Permits	23
Other	4



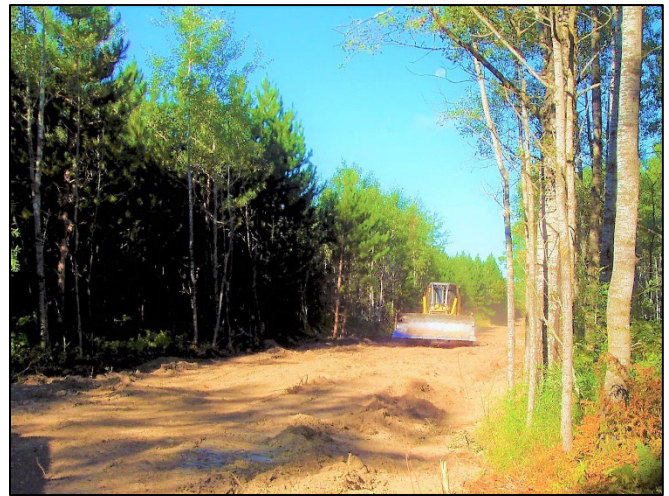
A track feller-buncher felling trees on a timber permit.

Forest Road Improvement Projects

The Land Department has many miles of forest access roads and trails throughout Itasca County. The primary purpose is for access to the forest for getting raw wood materials out of the woods and to the mills. Other common uses of our forest access roads include recreational pursuits such as hunting, ATV riding, hiking, horseback riding, and snowmobile riding. Forest roads can also provide access for other landowners.

Forest road maintenance varies from year to year based on needs and activity in an area. Much of the maintenance is done in conjunction with active logging operations.

Forest Access Road Projects For 2021	
PROJECT	TOTALS
New summer road construction	2.2 miles
Winter road construction	6.5 miles
Reconstruction and maintenance	52.1 miles
Seeding/mulching	12.7 miles
Gates installed	8
Gates repaired	3
Berms installed	11
Culverts installed	5
Culverts replaced	3
Beaver control projects	5



Logging access road maintenance on timber permit.

Forest Certification

The county's forest management operations became Forest Stewardship Council (FSC) Forest Management and Chain of Custody (FM/COC) certified effective November 29, 2005. A part of obtaining and maintaining FSC Certification requires assessments and annual audits of the Forest Management Enterprise. Assessments are conducted prior to becoming FSC certified and every five years after that. Annual audits are conducted every year except for the years requiring re-assessment. For both assessments and annual audits, the auditors are reviewing and documenting the Forest Management Enterprises policies and field practices to ensure they conform to FSC Standards. If an auditor identifies a Forest Management Enterprise is not meeting or following FSC Standards, a Corrective Action Request (CAR) is issued. Depending on the criterion and situation, an auditor will choose from one of the following three categories: (1) Major Non-Conformance/CAR is a fundamental failure to achieve the objective of the relevant FSC criterion, and must be corrected prior to certificate being issued or renewed; (2) Minor Non-Conformance/CAR is temporary or non-systematic non-conformance relevant to an FSC criterion which do not prohibit the issue of a certificate or renewal, but must be addressed within a given time frame; (3) Observations are very minor problems which do not constitute a non-conformance/CAR, but the auditor considers may lead to a future non-compliance if not addressed by the client. For more information on the Forest Stewardship Council forest management and chain-of-custody certification programs, please go to www.fsc.org.

Summary of 2021 Annual FSC Audit

In 2021, An annual audit was conducted by NEPCon. The 2021 annual audit was successful, with NEPCon audit service recommending the Forest Stewardship Council maintain Itasca County's certification. NEPCon audit service issued zero non-conformances/CARs and three observations during the 2021 annual audit for Itasca County to address by the next annual audit in 2022.

Park and Recreation Program

With continued demand for outdoor recreation, Itasca County strives to achieve an acceptable balance including the development, maintenance, and safety concerns while promoting its outdoor recreation program. Capital improvements for the facilities are continually identified and implemented to keep the buildings and grounds in good repair. The use of grants and other funding sources is often needed to make major improvements and repairs on the sites. Working together with clubs, businesses and other government agencies is essential to the success of the Parks and Recreation program. The Land Department actively participates with the Snowmobile and ATV Alliances, the Trails Task Force, Mesabi Trail Board, Itasca Little League, and the Itasca County Fair Board.

Park and Recreation Commission

The Park and Recreation Commission is made up of nine citizen volunteers from throughout the County. These nine citizens volunteer their time for monthly meetings and additional committee meetings to help provide input regarding parks and recreation in the County. Ex-officio members include non-voting representatives from the Minnesota DNR and the Chippewa National Forest, as well as others as needed. The Commission is a valuable resource whenever input is needed on recreation projects and policies within Itasca County.

Fairgrounds Park

Caretaker House Demo Project: The Caretaker House was moved to the fairgrounds in 1990 to replace the original house that was condemned in 1989. The house was donated to the County from the City of Grand Rapids and moved from the old Itasca Hospital property to the fairgrounds. After over a year of offering the house for public sale, it was decided to remove the house to create a space for a Campground Host site with services. During the construction of the campground host site, a damaged water line was repaired to provide water to the shower house and to the new host site.



Demolition of Fairground Caretaker House.



Community Windstorm Damage Drop-off Area.

Windstorm Damage: On July 26th, 2021, one day after the Car show/Swap Meet, the fairgrounds sustained heavy damage from a windstorm that had 80 to 90 mile per hour winds. Several large pine trees were destroyed along with perimeter fencing. Itasca County and Agricultural Association staff worked for several days to help clean up the damage. Many areas in Grand Rapids and the surrounding area sustained damage as well. The Fairground was established as one of the drop-off locations for public brush removal. FEMA and insurance funds were used for stump removal, fence repair and entrance road repair. There was heavy use and traffic from the public for several weeks during the brush site drop-off project.

Grandstand Safety Improvements: Inspection of the Grandstands at the racetrack identified several safety requirements for improvement of the steps and railings. Banisters were raised to the proper height and a new set of steps were constructed at the three entrance locations.

Fairgrounds Park Campground: A conceptual plan was developed for new campsites at the Fairgrounds Park to help identify specific requirements for sites with full-service camper hookups. A plan was developed for 38 camper sites with water, sewer, and electric as well as 3 sites will have water and electric available. Once the estimated costs and detailed engineering plans are determined, additional funding sources will be identified to match American Recovery Plan funds to be used on the project.

Bass Lake Park

Campground expansion and infrastructure improvements occurred at Bass Lake Park and Campground with the use American Rescue Plan funds. In the fall of 2021, 14 new campsites were added to the campground. There were 7 new sites developed in Loop A on the off-lake side of the entrance road. Loop A now has a total of 16 sites and electric hookup to all 16 sites is scheduled for 2022. An additional 7 new sites were also added to the east side of the lake across the road from the existing lake sites. These sites will remain primitive with a picnic table and fire ring. Significant gravelling and grading to repair and improve the park/campground access roads was also completed in 2021.

Public Water Accesses

Itasca County submitted grant applications to the Chippewa National Forest Resource Advisory Committee (RAC) to help provide funds for community development projects in and around the Chippewa National Forest. Three project proposals were funded by the RAC 1) Crooked Lake access improvement project will include filling and adding culvert(s) to allow the water to flow under the road, placing rock rip rap/ bank stabilization along the lake edge and improving the access road; (2) Wabana trails wetland boardwalk project will include building a suspended boardwalk over a wetland to provide continuous connection to the rest of the trail during non-frozen conditions; (3) Public water access repair and maintenance project includes the repair and maintenance of certain public water accesses managed by Itasca County that are within and adjacent to the

Chippewa National Forest. Plans are to reduce soil erosion on maintained public water accesses and to provide improved access for emergency services needed for access users and local residence using public water access roads.

Cross Country Ski Trails

The 2021/2022 ski trail season started off with early snows in late November and early December. With well cleared/mowed trails and early snow for a good track-setting base, the season started well. Heavy snows continued through February and trail grooming continued into early March for a great ski and snowshoe season for winter enthusiasts.

Forest Recreation and Trails

The Itasca County Forest Recreation and Trail program's goal is in part to support motorized and non-motorized dispersed recreation trails and the volunteer clubs working to provide quality trails. It has currently focused largely on the continued development of ATV trails and assisting the clubs in designing and construction of these trails.

ATV Trail Projects

Len Hardy Memorial ATV Trail: In working with the Range Riders ATV club, the grant-in-aid contract was signed in the spring for work to start after June 30th, 2021. Yamaha Outdoor Access Initiative and IRRR grants have been secured for the project. In fall of 2021, the club started clearing the trail corridor and worked with the Conservation Corp of Minnesota on installing the boardwalk project. Schwartz Excavating was contracted to put in the south culvert in late fall. Full trail construction is scheduled to be contracted in 2022.

Wilderness Trail Proposal: The U.S. Forest Service approved the Wilderness Trail in October 2021, and the grant-in-aid trail proposal was then resent to Minnesota DNR. In working with the Wilderness Wheelers ATV club, final sponsorship was approved by the county in November 2021.

Herb Brandstrom ATV Trail: In working with the Swampsiders ATV club, final county sponsorship for this trail project was completed in 2021. The grant-in-aid budget and proposal is currently under review at the Minnesota DNR.

Pengilly-Calumet Proposal: The Run-A-Muck ATV Club is proposing a trail connecting the City of Calumet to the Town of Pengilly utilizing County Road 83, tax-forfeited and state land. Discussions were started in 2021 with Minnesota DNR Lands and Minerals office out of Hibbing to determine if the trail is feasible through the north side of the tailings basin east of Calumet.

Alborn Grade Culvert Replacement Project: The notable "Swan Pond" north of the grade had significant rise in water due to beaver damming and the old culverts under the grade having failed. The old culverts on the grade currently need replacement, the Minnesota DNR has provided \$70,000 to Itasca County for the replacement project which is scheduled to occur in 2022.

Snowmobile Trail Projects

Swampsiders Cameron Lake Snowmobile Trail: A reroute was identified for the Cameron Lake Snowmobile Trail off the LaBarge Lake Road. A private landowner will now be plowing the easement road where the trail is located, so a reroute is needed. A new route was identified paralleling with the current road where a new corridor is to be opened during logging. The reroute is scheduled to be finalized in 2022.

Balsam Creek Snowmobile Bridge Replacement Project: The county is working with the Lawron Trail Riders to replace the Delbert Brandstrom snowmobile trail bridge. Initial funding has been secured from Yamaha Outdoor Access Initiative, Trails Task Force and F RTP grant programs. An engineering firm, ARI, Inc., was selected for this project, and based on initial estimates additional funding is still needed. The project is tentatively scheduled for 2022 depending on additional funding.

Other Trail Projects

Nashwauk Mountain Bike Trail: Itasca County worked with ARDC and two engineering firms to draft a project plan proposal for development of a mountain bike trail system in the City of Nashwauk. Project kickoff meetings will commence in 2022.

Real Estate Management

When private landowners fail to pay real estate taxes on their property, the property may forfeit to the State of Minnesota in trust for the taxing districts. Administration and management of tax-forfeited trust lands is entrusted to the counties and regulated through state statute. The Itasca County Land Department performs real estate management activities on tax-forfeited trust lands as well as land owned in fee by Itasca County. Real estate management activities include land sales, land acquisitions, road access agreements, utility easements and licenses, recreational trail agreements, management of existing leases, issuance and management of mining leases, and demolition of improvements when needed. Classification and repurchases of tax-forfeited trust lands are also completed as needed.

New Forfeitures

Each year, the Itasca County Auditor/Treasurer's office records a list of duly tax-forfeited properties. Once forfeited, the parcels are managed by the Land Department. In 2021, 207 parcels forfeited, including 27 full interest parcels, 88 undivided interest surface parcels, 67 full mineral interest parcels, and 25 undivided mineral interest parcels.

Land Classification

Minnesota state law recognizes that the public's interest is best served by sale of some lands and retention of other lands in public ownership. State statute requires tax-forfeited trust lands be classified in that regard, so each year Itasca County classifies all new forfeitures and reclassifies requested lands. Lands identified for sale are sold mostly through public auction at Itasca County's primary land sale which is usually held in October of each year. During 2021, 50 parcels were either classified or reclassified.

Repurchases

State Law allows prior owners to apply to the County Board for repurchase of their forfeited property within time frames set forth and for sufficient reasons allowed in statute. Costs associated with repurchase include the amount of the unpaid taxes, penalties, interest, administration fees, and required closing costs. During 2021, Itasca County successfully processed 9 repurchase applications.

Land Sales

Itasca County held a public land auction on October 22, 2021. Parcels were sold through oral auction at the Itasca County Courthouse. Parcels may also be sold directly to adjoining landowners to dispose of landlocked parcels or to improve compliance with current zoning standards. Additionally, some uncommon circumstances require sale of a parcel through special legislation, and other parcels are conveyed directly to other government entities for authorized public uses or public purposes. Direct county parcels no longer needed for public use may also be sold. The following summarizes land sale activity during 2021:

Transaction Description	Number of parcels	Acres	Revenue
Tax-forfeited parcels public auction – Platted	8	6.05	\$ 134,500.00
Tax-forfeited parcels public auction – Non-Platted	9	105.88	\$ 157,190.00
Tax-forfeited over the counter – Platted	2	0.84	\$ 30,300.00
Tax-forfeited over the counter – Non-Platted	1	32.13	\$ 32,500.00
Direct county public auction – Platted	-	--	--
Direct county public auction – Non-Platted	2	17.77	\$ 49,600.00
Direct county sale to government entity – Platted	1	0.21	\$ 30,000.00
Direct county over the counter – Non-Platted	--	--	--
Tax-forfeited private sales – Adjoining Landowner	14	9.45	\$ 38,239.12
Tax-forfeited sold to other government entities	15	68.99	\$ 168,400.00
Sale via Special Legislation	1	0.20	\$ 450.00
TOTAL	53	241.52	\$ 641,179.12

Land Acquisitions

To assist in establishing an iron ore /steel mill in 2008 and 2009, Itasca County sold 11,952.5 acres to Minnesota Steel Industries. Through special legislation in 2009, revenue from this sale was placed in a Land Replacement Trust Fund (LRTF) to replace those public lands and their associated natural resource benefits. The special legislation allows income from sales of other sold tax-forfeited trust properties to be placed in the land replacement fund, prior to apportionment, for use in acquiring replacement lands. Consolidating remote forest lands surrounded by large tracts of working forest maximizes their natural resource benefits and minimizes conflicts between natural resource use and private development. Such consolidation also helps direct future development nearer to public roadways, public infrastructure, and existing development, reducing public costs for providing related public services. The replacement lands are managed for forestry, public recreation,

and other natural resource benefits. The tax-forfeited trust acquired 554.19 acres located in Nore Township from Boundary Company in October 2021 for the sum of \$415,643.00. In addition, an undivided 1/8 interest of Lot 3, Section 26, Township 60, Range 25 was acquired from a private landowner in December 2021 for the sum of \$14,500.00. These acquisitions were paid by funds from the Land Replacement Trust Fund.

Conditional Use Deeds and Re-conveyances

Tax-forfeited trust parcels may be conveyed to governmental subdivisions for a specific public use as provided in statute. A re-conveyance to the State of Minnesota in trust for the taxing districts can occur when a governmental subdivision fails to put the property to the public use for which was originally conveyed. Three Conditional Use Deeds (CUD) were issued in 2021. A CUD was issued to the City of Grand Rapids for storm water in August 2021, to the City of Marble for a Rest/Shelter off the Mesabi Trail in January 2021, and to the City of Warba, Feeley Twp and Sago Twp jointly for use as a Volunteer Fire Department in April 2021.

Leases

The Land Department manages leases on tax-forfeited and direct county fee lands. Many shoreland and hunting cabin leases were established on County lands prior to 1980. Since then, Itasca County has discontinued creating such leases and is gradually terminating existing ones. Examples of remaining leases are campsite leases, some shoreland leases, agricultural leases, tower leases, leases to other public entities, utility leases, and some recreational club leases. New leases have been limited to those which provide widespread public benefit (e.g. communication tower leases, surface leases for mining activities). Following is a summary of lease activity and income during 2021.

Item	Number	Receipts
Land and other leases (non-mining related)	78	\$ 33,749.00
Tower Leases	4	\$ 9,153.93
Mesabi Metallica (surface lease for mining)	1	\$ 2,688.30
TOTAL	83	\$ 45,591.23

Land Exchanges

State law allows for the application to exchange tax-forfeited lands for private lands. Exchanges are limited to cases where the public would significantly benefit from the exchange. The land exchange process can be lengthy and can take two years or more to complete. There were no land exchanges in 2021.

Road Easements and Licenses

The Land Department processes two types of agreements for written access across tax-forfeited trust and direct county lands: licenses to cross and road easements. In addition, recreational trail easements are sometimes granted. Road easements are occasionally acquired by the Land Department for land management or public purposes. Seven new and two transfers of Licenses to Cross were processed on tax-forfeited trust land in 2021. One road easement was granted on tax-forfeited trust land, one granted on direct county land, one railroad easement granted on tax-forfeited trust land, and four easements were acquired by Itasca County in 2021.

Utility Easements and Utility Licenses

In 2021, five utility easements were granted on tax-forfeited trust land.

Demolition

Occasionally, newly forfeited properties have dilapidated improvements that must be removed or structures on tax-forfeited lands need to be demolished. There were two demolitions in 2021.

Cartways

Minnesota Statute 164.08 requires Itasca County to process cartway requests in unorganized townships. This statute, commonly known as the Cartway Law, assures that private landowners with 5 or more acres have access to their property across private lands. The County Board has assigned the Land Department to lead the administration of the Cartway Law for Itasca County. There were no cartway proceedings in 2021.

Environmental Trust Fund

State legislation that allowed sale of state and county shoreland lease lots required that revenues from these sales be deposited into an Environmental Trust Fund (ETF). Money from this fund can be spent only for purposes related to the improvement of natural resources. In 2005, the Itasca County Board of Commissioners transferred administration of the ETF grant program to the Land Commissioner. The Real Estate Specialist is responsible for the day-to-day coordination and management of the ETF Program. The following table represents a summary of budget activity during 2021 for the Environmental Trust Fund.

ITEM	AMOUNT
ETF Fund balance on January 1, 2021	\$ 8,450,254.06
Interest earned during the calendar year	\$ 728.70
ETF Expenditures during the calendar year	\$ 199,633.00
ETF Fund balance as of December 31, 2020	\$ 8,251,349.76

Note: For the purposes of this report, land sales revenues are summarized by date sold.

County Noxious Weed Program

The "Minnesota Noxious Weed Law" is found in Sections 18.76 to 18.91 of the Minnesota State Statutes. Enacted from the state legislature is that residents of the state can be protected from the injurious effects of noxious weeds. It contains procedures for controlling and eradicating noxious weeds on all lands within the state of Minnesota. The objective of the Minnesota Noxious Weed Law is to prevent the spread and proliferation of undesirable plants in order to minimize the adverse effects on the state's citizens. All landowners in Itasca County are responsible for controlling noxious weeds on their property.

County Agricultural and Local Weed Inspectors

County Agricultural Inspectors are appointed for each county. These inspectors also assist the MDA with laws dealing with seeds, feeds, fertilizers, pesticides, and plant pests. The Land Department is responsible for the duties of County Agricultural Inspector. This position was created by the Minnesota Noxious Weed Law to help manage noxious weeds within Minnesota.

Local Weed Inspectors are the mayors in cities and supervisors on township boards. An assistant weed inspector may be appointed by the city mayor or the township board to act in their behalf as local weed inspectors. Their duties are to examine all lands, including highways, roads, alleys and public ground within the territory over which their jurisdiction extends to evaluate and address Noxious Weed Law violations. They see that the control and eradication of noxious weeds is carried out. They also issue permits in accordance with the transportation of materials and equipment infested with noxious weed propagating parts.

In the 2021 season, the department's Noxious Weed Program hired an invasive species seasonal worker to assist with monitoring and herbicide control. The primary noxious weed species focused on in 2021 was spotted knapweed, plumeless thistle, wild parsnip, and leafy spurge. Spraying occurred from May-August and mowing by the county started in late June. County road rights-of way-were treated along with a canister site, gravel pits, forest access roads, and wildlife openings. A contractor was also hired to spray the larger sections of county roads. The targeted area was the northwest portion of the county that has a large infestation of wild parsnip. The contract was authorized to B&P Weed Control for right-of-way spraying.

Notifications and site visits were made throughout the season. The Land Department focused on compliance in each district for species specific target areas, mainly gravel pits, and largely infested county roads. All districts were sprayed this year for spotted knapweed, wild parsnip, and leafy spurge.

The Annual County Ag Inspector Conference was held in Chanhassen, MN. The Itasca County noxious weed booth was displayed at the Itasca County Fair in July.

Due to COVID-19 restrictions, the Annual Local Weed Inspector training was cancelled. Updated informational packets were instead mailed out to the cities and townships.

Local Weed Inspector annual reporting is submitted in January of each year. In 2021, local weed inspector reports were submitted by 39 out of 46 townships, and by 16 out of 17 cities in the county. Their yearly cost is shown below.

TOWNSHIP Spraying Cost	\$ 650.00	CITY Spraying Cost	\$ 8,325.15
TOWNSHIP Mowing Cost	\$ 44,404.25	CITY Mowing Cost	\$ 63,093.91
TOWNSHIP Mowing Acres	40	CITY Mowing Acres	109.5
TOWNSHIP Mowing Miles	164.1	CITY Mowing Miles	132.0
TOWNSHIP Spraying Acres	7	CITY Spraying Acres	5
TOWNSHIP Spraying Miles	0.00	CITY Spraying Miles	10.5

Public Education

Forestry staff took part in a winter/spring field tour for students of the ICC Silviculture Class. The group toured various sites and looked at different management techniques northern hardwood forest types. In July, the Itasca County Land Department information booth was in the Conservation Building at the Itasca County. In September 2021, the Land Department participated in the Future Forest Stewards program held at the same time as the Logging Expo at the County Fairgrounds. Buses transported 150-200 high school students to a site near the Peterson Road to see an active county timber harvest and presentation on logging/forestry by Land Department along with other logging and forest products industry staff.

Land Department Safety Meetings

The Land Department holds monthly safety meetings and staff meetings. Topics and minutes are recorded for each meeting and pertinent material is incorporated into Land Department operations and procedures.



ANNUAL REPORT 2021

ITASCA COUNTY LAND DEPARTMENT



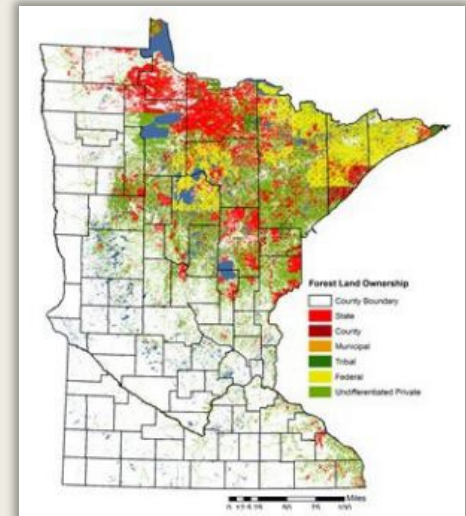
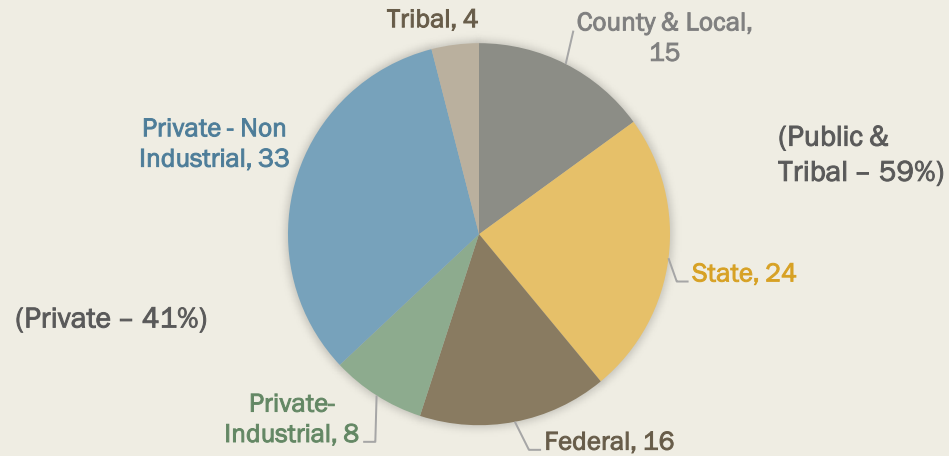
“Dedicated To Quality
Natural Resource Stewardship”

ITASCA COUNTY LAND DEPARTMENT

- REAL ESTATE
- PARK SYSTEM
- FOREST RECREATION AND TRAILS
- NOXIOUS WEEDS
- PUBLIC EDUCATION
- FORESTRY
- MINING & GRAVEL

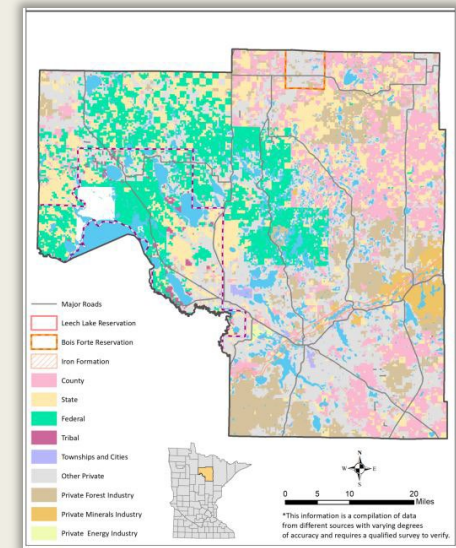
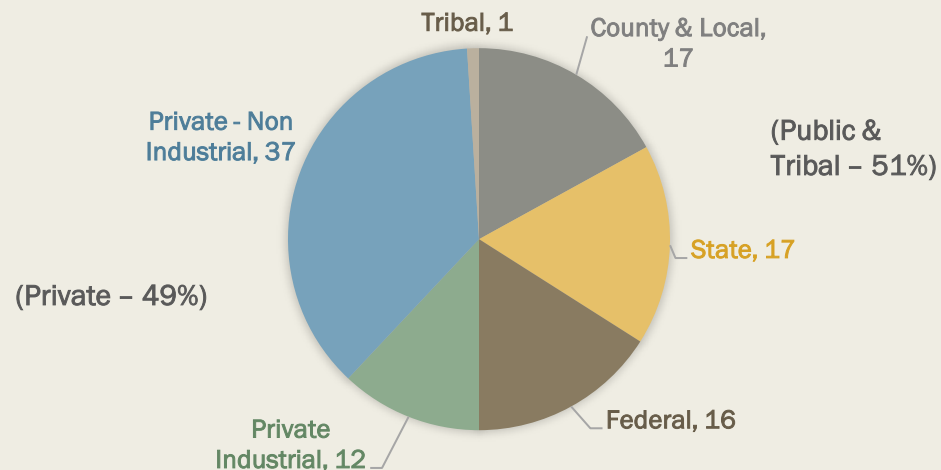
Minnesota & County Land Ownership

MINNESOTA FORESTLAND



Source: USDA Resource Bulletin NRS-123, 2022

ITASCA COUNTY



Source: Itasca Co. Forest Mgt Plan, 2019



What is “County” Land?

Tax-forfeited Trust & Direct County Lands

<i>Type of Land:</i>	<u>Tax-forfeited Trust Land</u>	<u>Direct County Fee Land</u>
<i>Titled to:</i>	State of MN in Trust of Taxing Districts	Itasca County
<i>Managed by:</i>	Itasca County	Itasca County
<i>How Acquired:</i>	Nonpayment of taxes	Direct Purchase
<i>Proceeds go to:</i>	Forfeited Tax Sale Fund	County General Fund
<i>Beneficiaries:</i>	County, School Districts, Townships (Memorial Forests, Parks, Tourism/ Econ. Dev.)	Itasca County

What is Tax-forfeited Trust Land?

Land titled to: *State of MN in trust of the taxing districts*

✓ 16-110-15-10
8/6 12/13/17

CONVEYANCE OF FORFEITED LANDS
Issued Pursuant to Minnesota Statute, Chapter 282

Commissioner's Deed No. 0214990

DEED TAX DUE: \$2.97
Date: 12/21/17

WHEREAS, the real property described below has become duly forfeited to the State of Minnesota to be held in trust in favor of the taxing districts for the nonpayment of taxes or otherwise, and,

WHEREAS, pursuant to Minnesota Statutes section 282.01, subdivision 1a, paragraph (b) or subdivision 3 or subdivision 7a and related provisions, the Grantee has purchased the real property described below, and

WHEREAS, the Commissioner of Revenue has determined that the Grantee has fully complied with the conditions for said conveyance and is entitled to an appropriate conveyance of the real property, and,

NOW, THEREFORE, for valuable consideration and pursuant to said laws, the Commissioner of Revenue, acting on behalf of the State of Minnesota, a sovereign body ("Grantor"), does hereby convey and quitclaim to Empire Mobility Solutions LLC ("Grantee"), real property in Itasca County, State of Minnesota legally described as follows:

Lot Eight (8) and West 12.5' of Lot Nine (9) Block Thirteen (13), Bovey, as the same is on file and of record in the office of the County Recorder in and for Itasca County Minnesota,

Check here if all or part of the described real property is Registered (Torrens) ()

together with all hereditaments and appurtenances belonging thereto, but excepting and reserving to the said state, in trust of the taxing districts concerned, all mineral rights, as provided by law.

Conveyance of Forfeited Lands Issued Pursuant to Minnesota Statute, Chapter 282

Commissioner's Deed No. 0214990

Deed Tax Due: \$2.97
Date: 12/21/17

WHEREAS, the real property described below has become duly forfeited to the State of Minnesota to be held in trust in favor of the taxing districts for the nonpayment of taxes or otherwise, and,

WHEREAS, pursuant to Minnesota Statutes section 282.01, subdivision 1a, paragraph (b) or subdivision 3 or subdivision 7a and related provisions, the Grantee has purchased the real property described below, and

WHEREAS, the Commissioner of Revenue has determined that the Grantee has fully complied with the conditions for said conveyance and is entitled to an appropriate conveyance of the real property, and,

NOW, THEREFORE, for valuable consideration and pursuant to said laws, the Commissioner of Revenue, acting on behalf of the State of Minnesota, a sovereign body ("Grantor"), does hereby convey and quitclaim to Empire Mobility Solutions LLC ("Grantee"), real property in Itasca County, State of Minnesota legally described as follows:

Lot Eight (8) and West 12.5' of Lot Nine (9) Block Thirteen (13), Bovey, as the same is on file and of record in the office of the County Recorder in and for Itasca County Minnesota,

Check here if all or part of the described real property is Registered (Torrens) ()

together with all hereditaments and appurtenances belonging thereto, but excepting and reserving to the said state, in trust of the taxing districts concerned, all mineral rights, as provided by law.

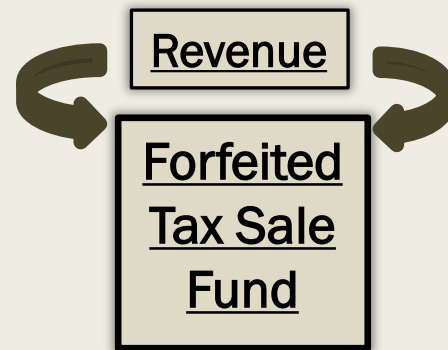
An aerial photograph of a landscape featuring a winding river or stream in the upper left, surrounded by green fields. Below the river, there is a large area of forest with trees displaying vibrant yellow and orange autumn foliage. The forest extends towards the bottom of the frame, with some green trees still visible in the lower left corner.

Trust Responsibility

- The overarching county trust responsibility is to manage the tax-forfeited trust in accordance with state statute for the benefit of the local taxing districts as well as the greater public good.
- Counties fulfill their fiduciary responsibilities by managing tax-forfeited trust lands to generate income for the tax jurisdictions within the county.
- Professional county natural resource staff implement state statute requirements, county board and departmental directives at the forest-wide and site-level in the county.

What happens to revenue from tax-forfeited trust lands?

Annual Apportionment of Proceeds



Land Department Operations

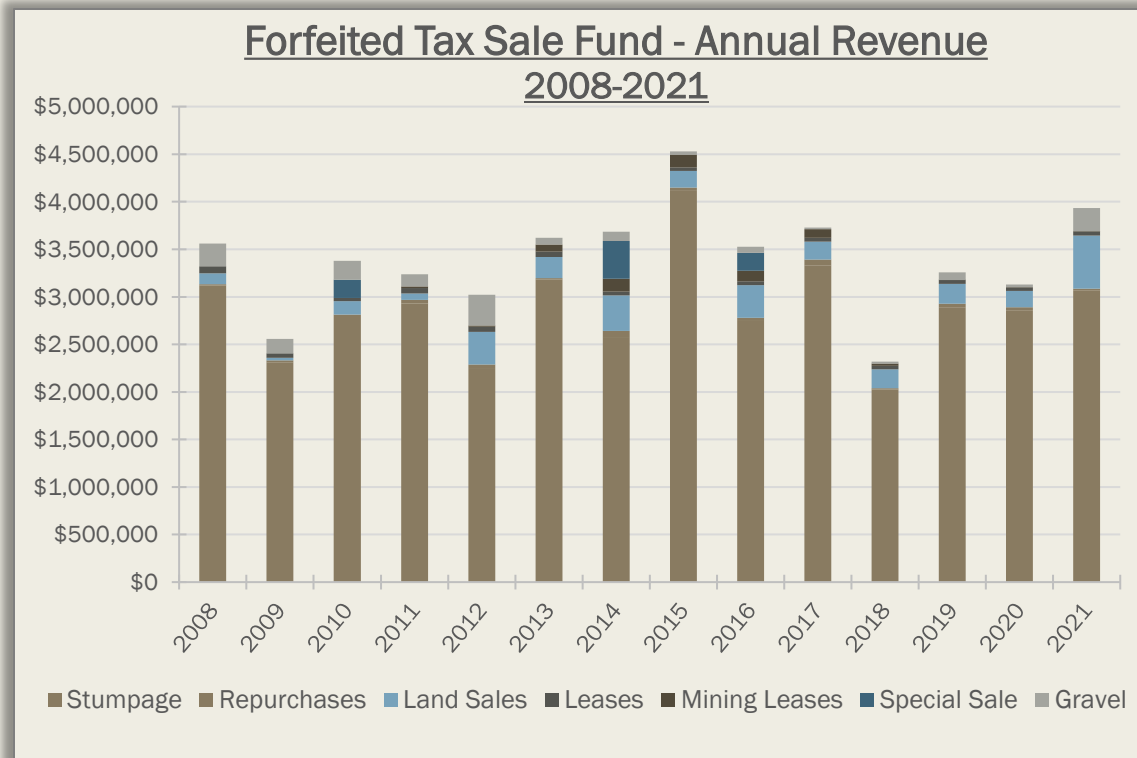
Memorial Forests

Apportionment Law of 1965

Taxing Districts

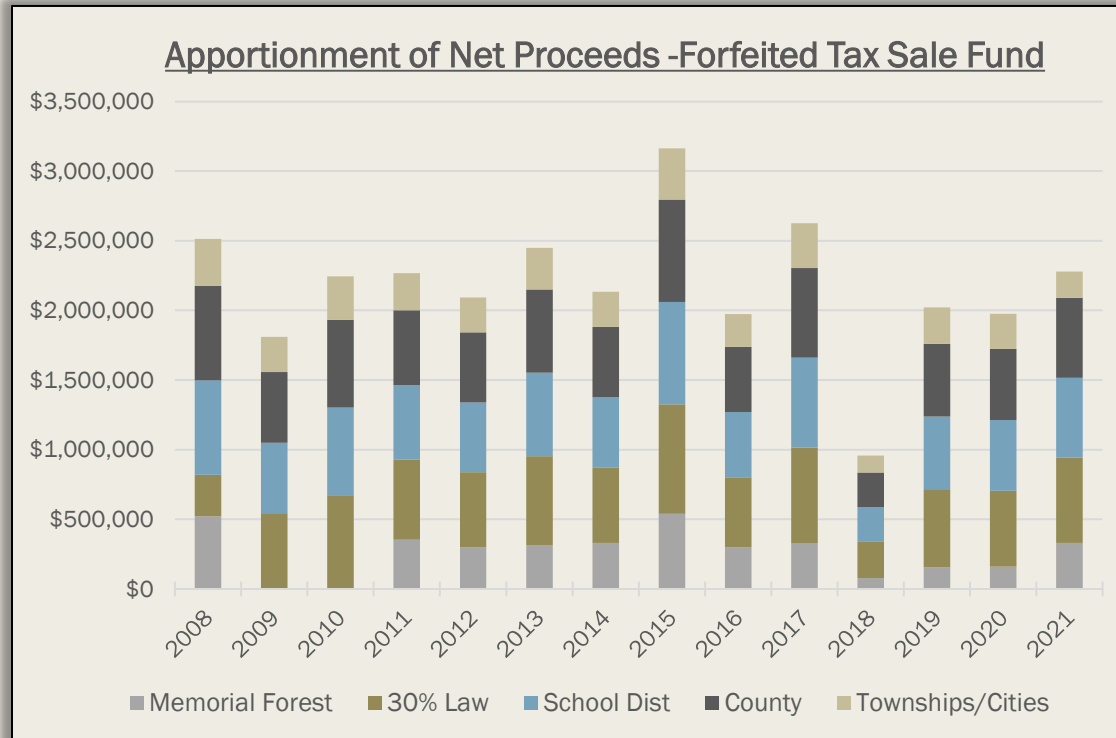
40% School District
40% County
20% Township or City

2021 Revenue = \$3,934,383
10 Year Average = \$3,475,225



-Land Department is funded by annual revenue (no tax levy funds).

2021 Net Proceeds = \$2,278,374
10 Year Average = \$2,167,596



- Annual net revenue is apportioned to the local Taxing Districts (cities, townships, school districts, county), Memorial Forests, Park System, Tourism & Economic Dev. Fund Grantees, and Unorganized Township R & B Fund.

Forfeited Tax Sale Fund

2021 Apportionment Beneficiaries

<u>CITIES</u>	<u>TOWNSHIPS</u>	<u>TED GRANTEES</u>
Bigfork	Alvwood	Alvwood Squaw Lake ATV Club
Calumet	Arbo	Balsam Tail Blazers
Cohasset	Ardenhurst	Bigfork River Board
Coleraine	Balsam	Buck Lake Improvement Club
Deer River	Bearville	City of Bovey
Effie	Bigfork	City of Coleraine
Grand Rapids	Blackberry	City of Keewatin
Keewatin	Bowstring	City of Marble
LaPrairie	Carpenter	City of Nashwauk
Marble	Deer River	Deer River Bushwackers Snowmobile Club
Nashwauk	Feeley	Itasca Co. Fairgrounds
Taconite	Goodland	Grand Rapids Airport
	Grattan	Grand Rapids Archers
<u>SCHOOL DISTRICTS</u>	Greenway	Grand Rapids Gun Club
ISD 316	Harris	Greenway Snowmobile Club
ISD 217	Kingshurst	Harris Township
ISD 318	Lake Jessie	Itasca Gun Club
ISD 319	Lawrence	Itasca Ski & Outing Club
	Marcel	Itasca Trail Riders
<u>ITASCA COUNTY</u>	Moose Park	Lawron Trail Riders
	Morse	Marcell Snowdrifters
<u>MEMORIAL FORESTS</u>	Nashwauk	Northern Counties Land Use Coord. Board
	Oteneagen	Northern Itasca Joint Powers Board
<u>CO. PARK SYSTEM</u>	Sago	Northern Lakes Amateur Radio Club
	Sand Lake	Range Riders
<u>UNORGANIZED TWP</u>	Splithand	Rapids Riders
<u>R & B FUND</u>	Stokes	Ridge Runners Snowmobile Club
	Third River	Town of Nashwauk
	Trout Lake	Wilderness Wheelers
	Wabana	38er's Snowmobile Club
	Wawina	
	Wildwood	
	Wirt	

■ REAL ESTATE

- New Forfeitures & Land Classification (50 parcels)
- Repurchases (9 parcels)
- Land Sales (53 parcels)
- Conditional Use Deeds (3 parcels)
- Road Easements & Licenses (10 total)
- Utility Easements & Licenses (5 total)
- Clean-ups & Demolitions (3 total)
- Leases (83 total)
- Cartways (0)
- Environmental Trust Fund (3 grants)



Newly forfeited property in 2021

■ PARK SYSTEM

- Fairgrounds Park & Campground (Public Events. Caretaker House, Grandstand)
- Gunn Park (Events)
- Bass Lake Park (Campground Expansion)
- Dispersed Campsites
- Public Boat Accesses (RAC grants)
- Hunter Walking Trails
- Ski Trails
- Mesabi Trail



■ FOREST RECREATION AND TRAILS

- MN DNR Grant-in-Aid Program Sponsorship,
- ATV Trail Projects (Herb Brandstrom, Len Hardy, Wilderness, & Alborn Trails)
- Snowmobile Trail Projects (Nashwauk-Keewatin, Del Brandstrom Trails)
- Non-Motorized Trail Projects (Nashwauk MB Trail)
- Northern Outdoor Recreation & Land Use Alliance (NORLUA)
- ATV & Snowmobile Alliances





Itasca County Trail Grant Amounts - 2021

<u>Trail</u>	<u>Polaris</u>	<u>Yamaha</u>	<u>Trails Taskforce</u>	<u>F RTP</u>	<u>Capitol Improvement</u>	<u>IRRRB</u>	<u>DNR</u>	<u>Nashwauk Community Foundation</u>
West Bowstring boardwalks					\$ 7,500.00			
Swampsiders Bridge Grant		\$ 10,000.00	\$ 10,000.00		\$ 55,000.00			
Delbert Brandstrom Bridge		\$ 25,000.00	\$ 10,000.00	\$ 90,000.00	\$ 30,000.00	\$ 70,000.00		
Len Hardy Trail	\$ 10,000.00	\$ 16,000.00	\$ 10,000.00			\$ 50,000.00		
Nashwauk ARDC			\$ 10,000.00			\$ 16,000.00		\$ 6,000.00
S. Lake Phase 2			\$ 10,000.00	\$ 120,000.00				
38er's Reroute			\$ 10,000.00					
Alborn Culverts							\$ 70,000.00	
	\$ 10,000.00	\$ 51,000.00	\$ 60,000.00	\$ 210,000.00	\$ 87,500.00	\$ 136,000.00	\$ 70,000.00	\$ 6,000.00

	<u>Sub Total</u>	\$ 630,500.00
ATV GIA FY21		\$ 255,819.00
Snowmobile GIA FY21		\$ 328,128.22
	GRAND TOTAL	\$ 1,214,447.22

■ NOXIOUS WEED LAWS

- County Agriculture Inspector Program/ Noxious Weed Laws
- Local Weed Inspector/ Town and City Weed Control & Reporting
- Education on Noxious Plant ID & Herbicide Application



■ PUBLIC EDUCATION

- Future Forest Stewards Program: 150-200 high school students at active county timber sale and Northstar Logging Expo.
- Forest management tours for Itasca Community College students.
- Land Department and Noxious Weed booths at County Fair.



■ FORESTRY PROGRAM



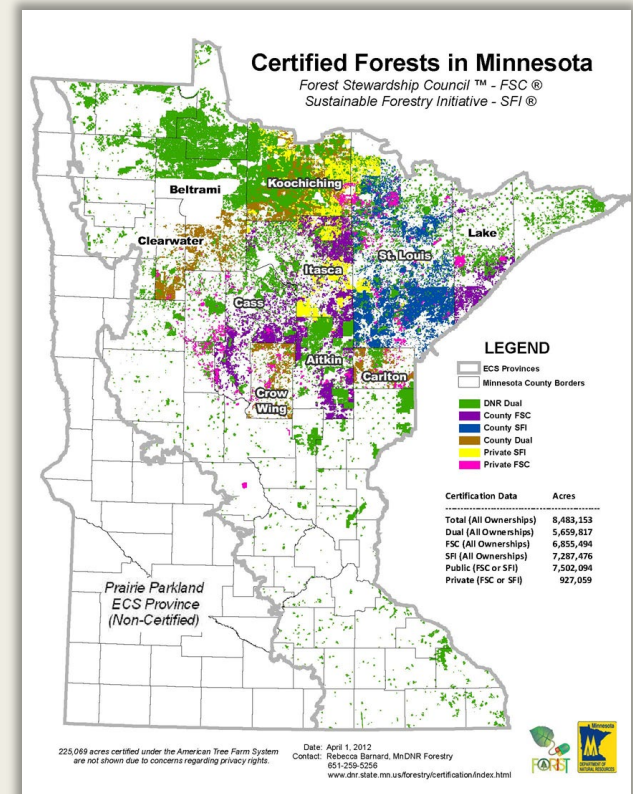
- Forest Certification
- Timber Program
- Reforestation/ Forest Development
- Gravel & Non-Timber Forest Products (142 permits issued)
- Forest Roads (60.8 miles of new/reconstructed forest road)
- Forest Inventory, GIS & Analysis (nearly 25,000 acres re-inventoried)
- Reforestation/ Forest Development

■ FOREST CERTIFICATION

Forest Stewardship Council (FSC)

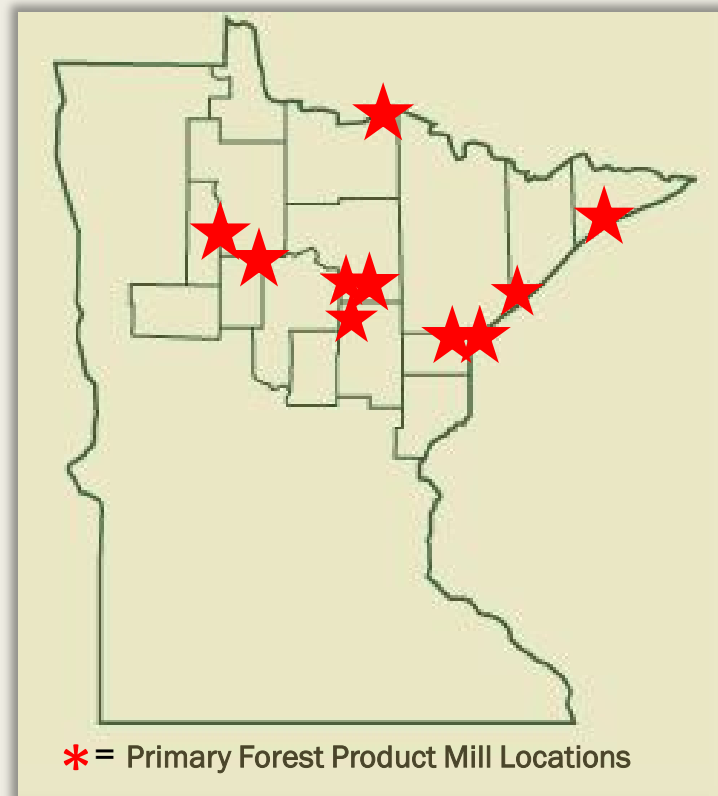


- The 16th annual Itasca County forest management and chain-of-custody FSC audit was conducted by the NEPCon 3rd party certification service.
- Itasca County successfully addressed two corrective actions and one observation from 2020 and maintained FSC certification.
- Three observations was issued during the 2021 annual audit for Itasca County to address at its next audit in 2022.



■ MINNESOTA COUNTY FORESTRY PROGRAMS

15 Minnesota counties manage over 2,700,000 acres of tax-forfeited trust lands.

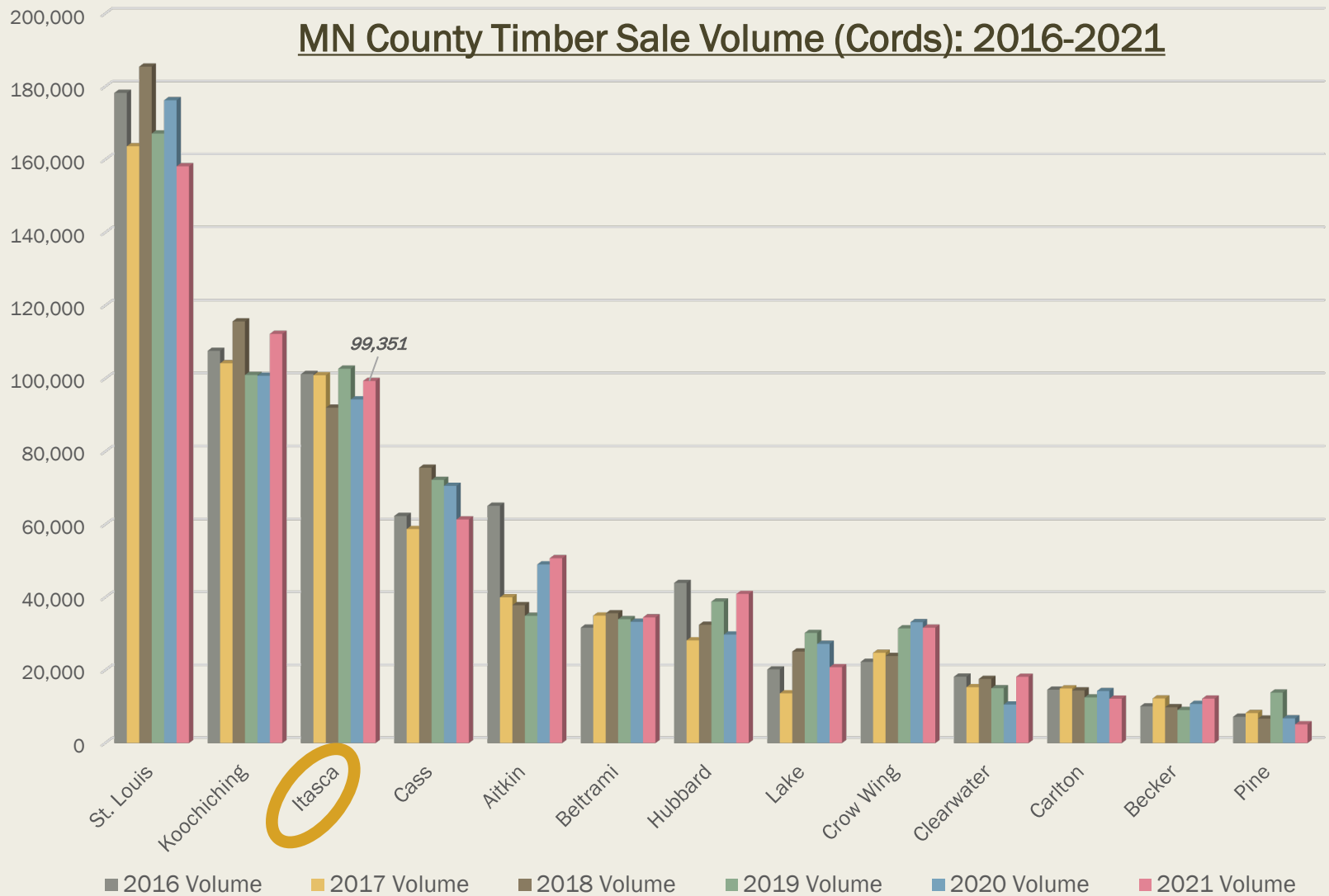


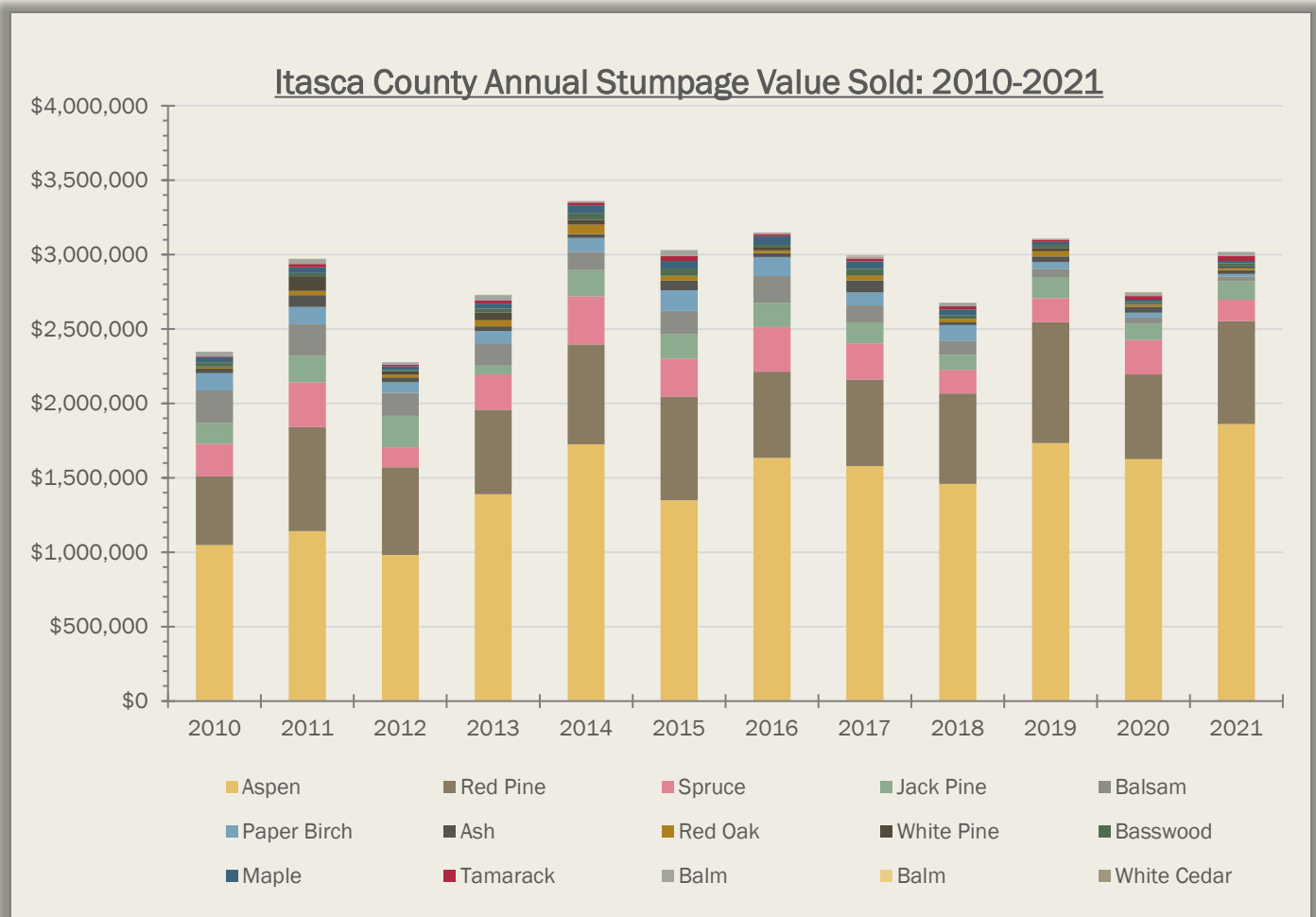


Total Output/sales generated = \$578.8 million
Total Value-added (above cost inputs) = \$256.2 million
Total labor income supported = \$150.7 million
Total Jobs generated = 2,169 jobs

ECONOMIC CONTRIBUTION
OF FOREST INDUSTRY IN
ITASCA COUNTY

MN County Timber Sale Volume (Cords): 2016-2021



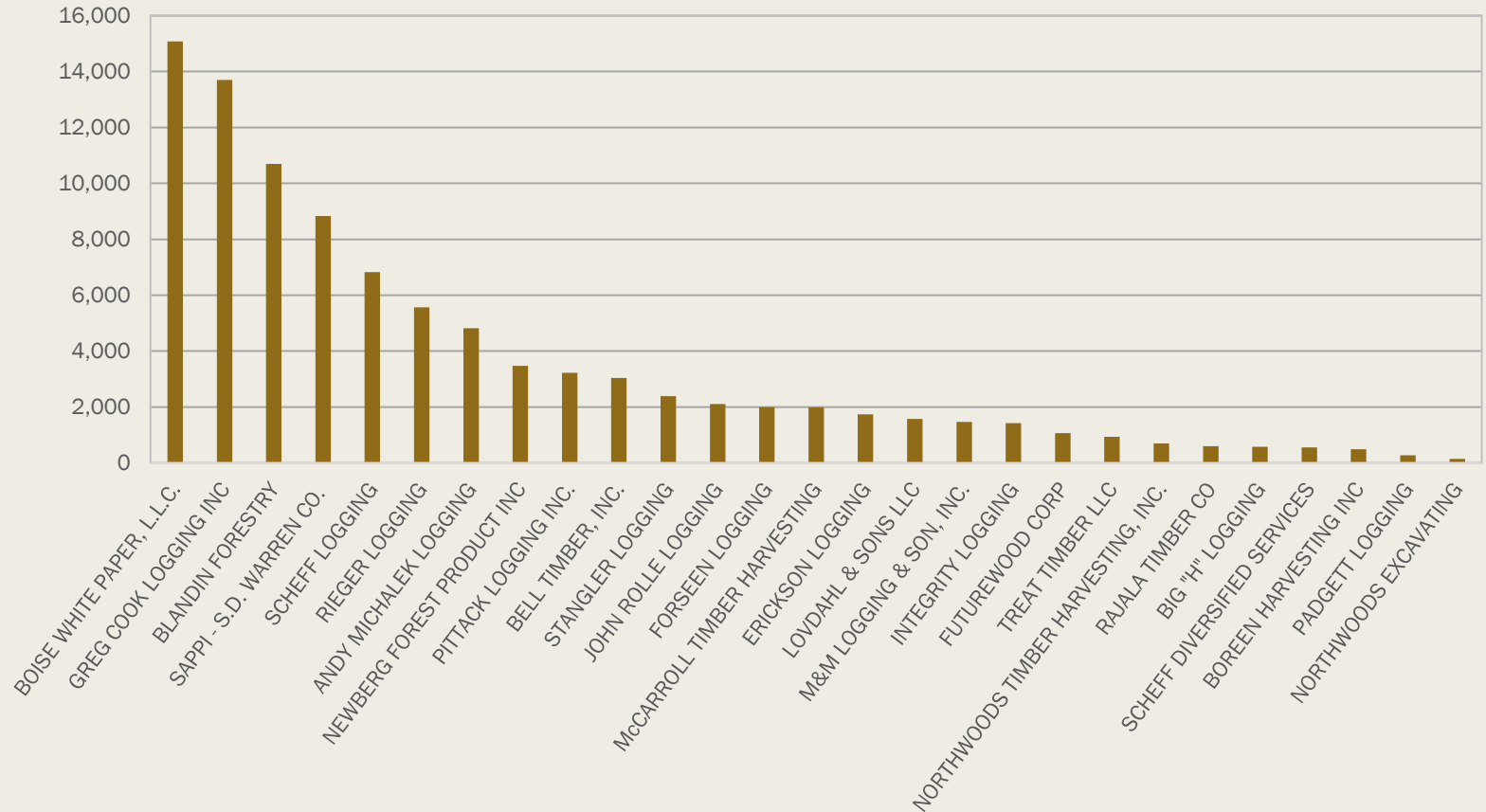


Total Stumpage sold in 2021 = \$3,017,722
10 Year Average = \$2,908,453

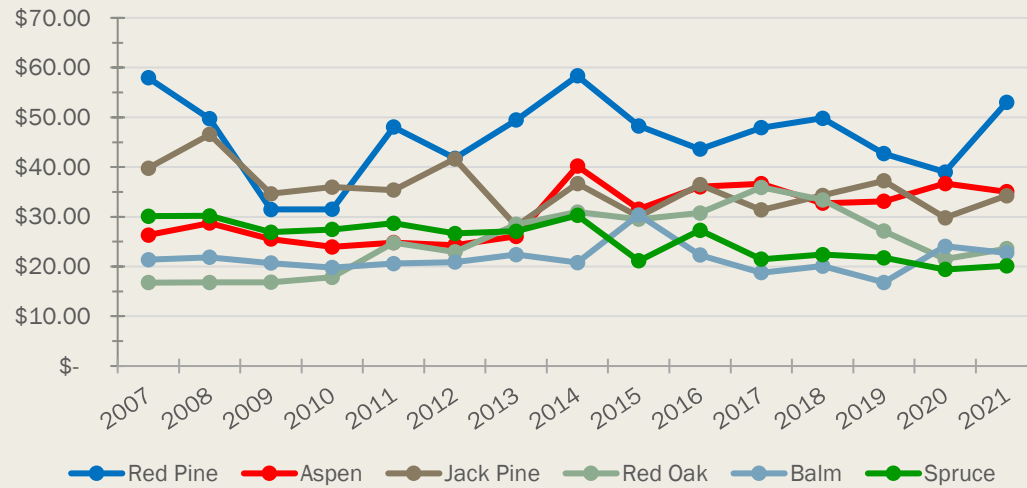
(95,222 cords appraised & sold by Itasca County in 2021)

(101 timber permits sold)

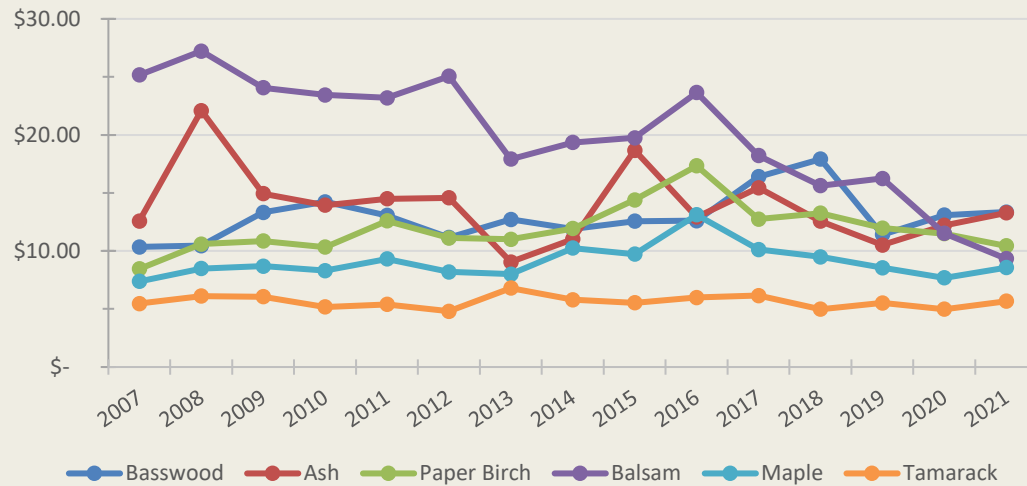
2021 Itasca County Timber Purchaser Volume (cords)



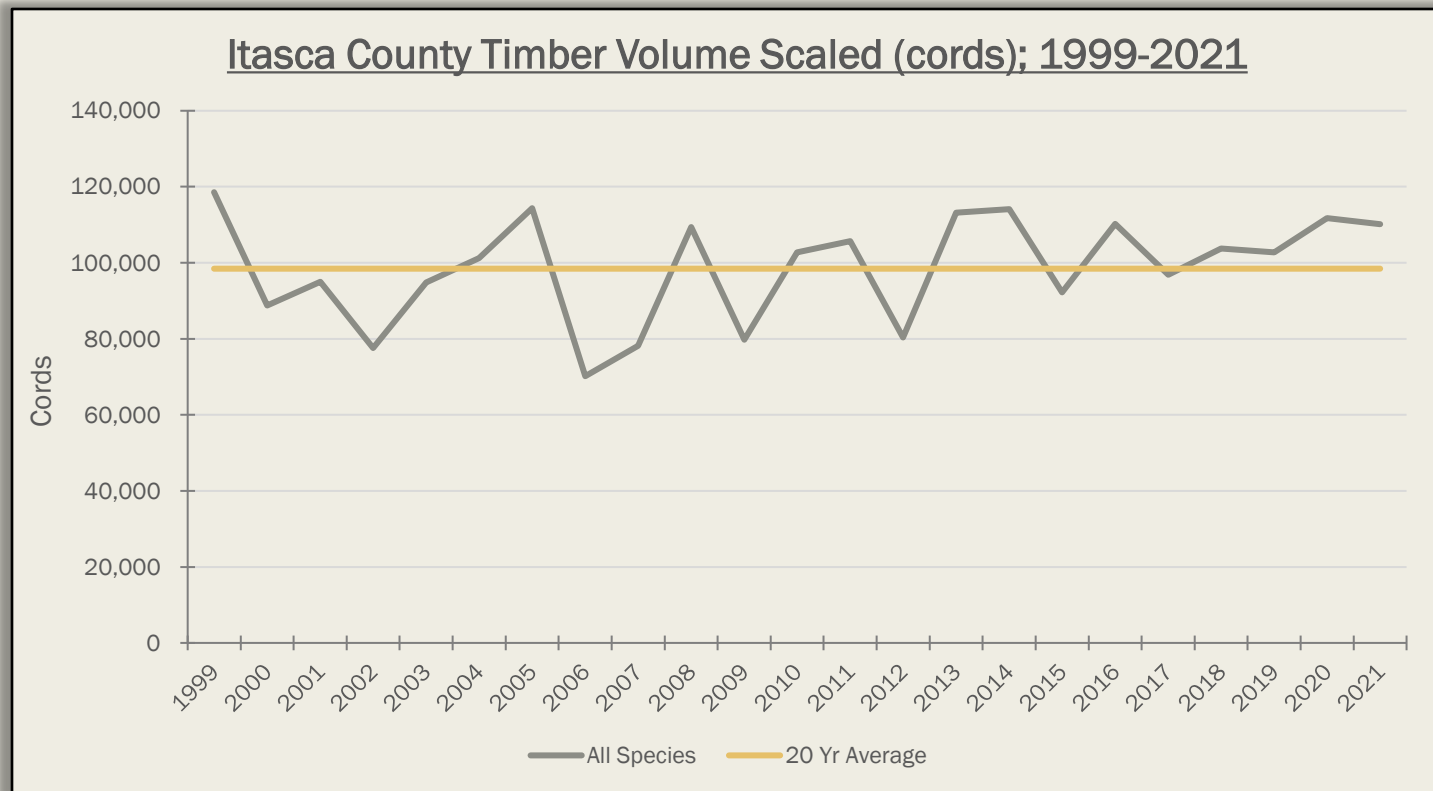
Itasca County Average Timber Value per Cord



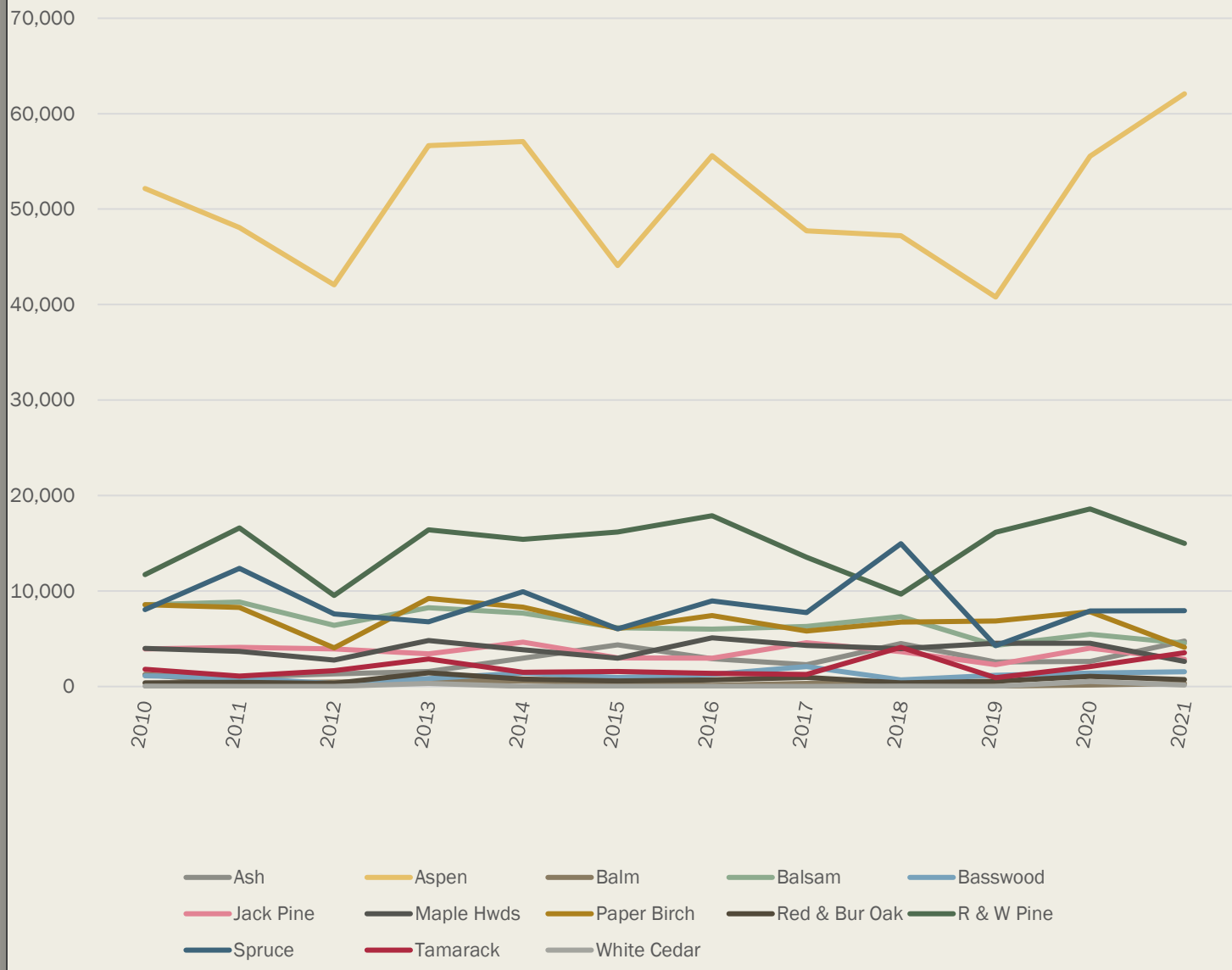
Itasca County Average Timber Value per Cord



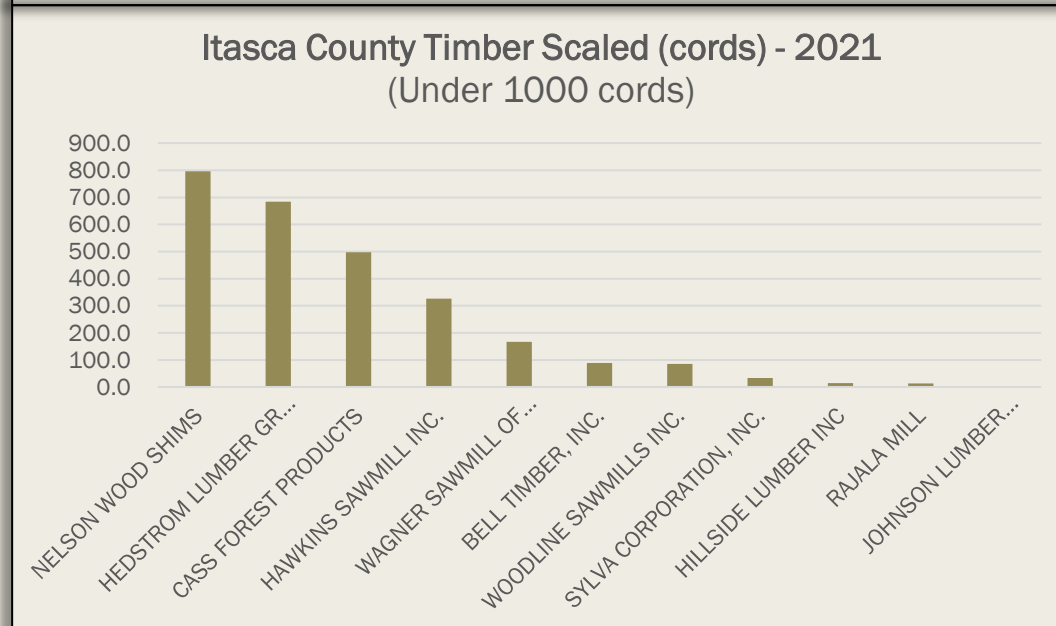
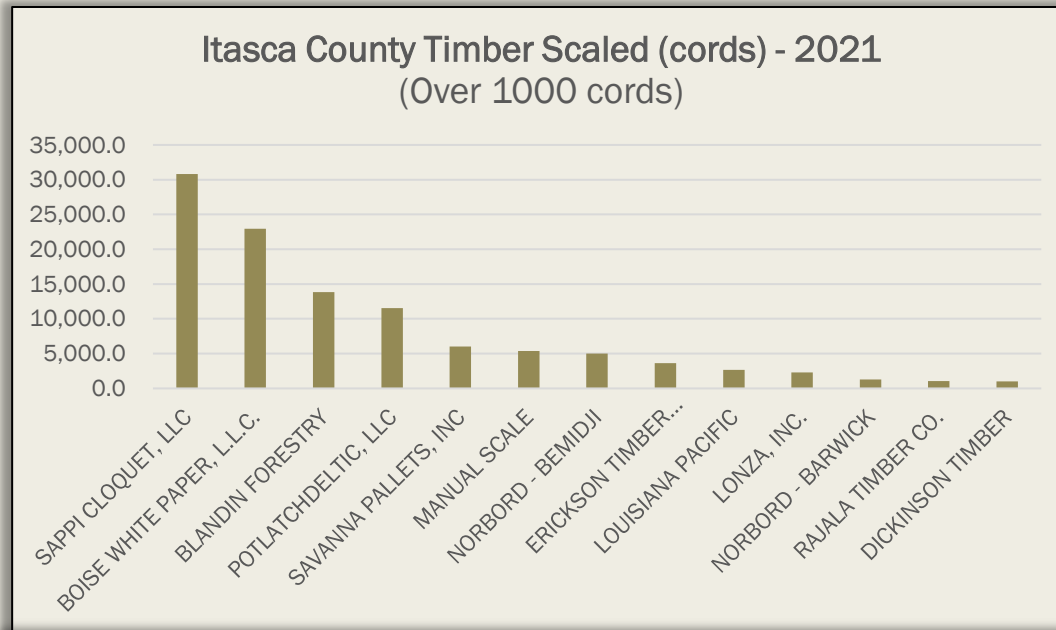
2021 Itasca County Total Timber Scaled = 110,111 cords
20-year Average = 98,464 cords



Itasca County Timber Scaled (cords): 2010-2021

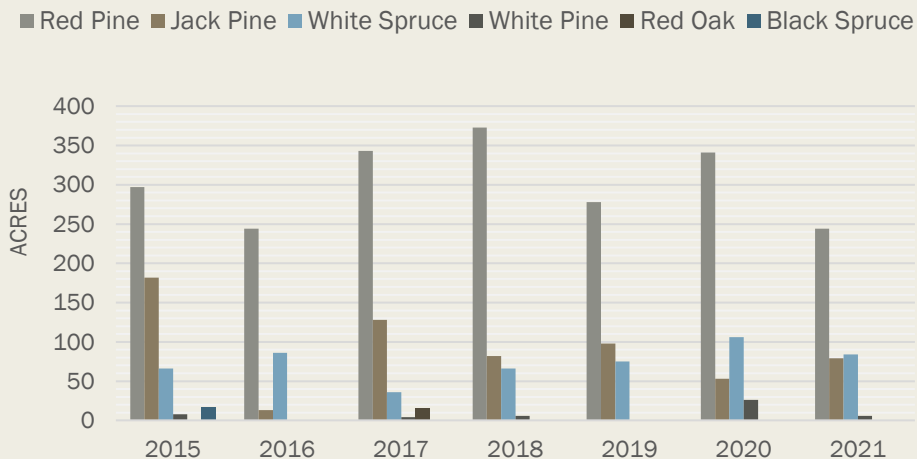


2021 Itasca County Total Timber Scaled = 110,111 cords

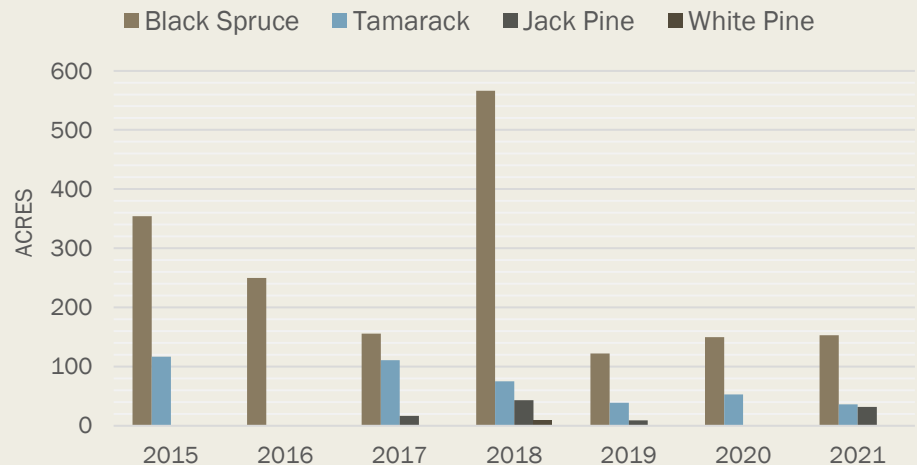


■ REFORESTATION

Reforestation - Annual Planting: 2015-2021



Reforestation - Aerial Seeding: 2015-2021



Stand Treatments

-405 acres bud-capped

-1,099 thinning acres auctioned

**Over 1.5 Million Seedlings
planted in past 5 Years*



2019

Itasca County Forest Management Plan



***Itasca County Forest
Management Plan***

Publicly Reviewed &
County Board Approved

Timber Harvesting is based on
Scientific & Sustainable data.

Forest Management Plan Update =
10 years (2029)

Annual Harvest Levels Update
= 5 years (2024)



Questions ?



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 22, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2651

DEPARTMENT: Administrative Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Court Appointed Attorney Contract

BOARD ACTION REQUESTED:

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

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. 2022-2023 Court Appointed Attorney Contract - Paul Shaffer
2. 2022-2023 Court Appointed Attorney Contract - Paul Shaffer FULLY EXECUTED

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

CONTRACT FOR LEGAL SERVICES FOR COURT APPOINTED ATTORNEYS

Itasca County Agreement for Attorney Services

This Contract is entered into between the COUNTY OF ITASCA ("County") and, PAUL SHAFFER, ("Counsel").

WHEREAS, Minnesota Statutes Sec. 260C.163, subd. 3, requires that the child, parent, guardian or custodian has the right to effective assistance of counsel in connection with proceeding in juvenile court; and

WHEREAS, these cases include actions involving issues of child in need of protection or services, termination of parental rights, transfer of legal and physical custody, permanent custody to the agency, temporary legal custody to the agency and foster care placement; and

WHEREAS, legal services for such cases must be provided to persons when called for by constitution or statute and when such persons are found by the court to be in need of legal representation but without the funds to retain private counsel; and

WHEREAS, Minnesota Statutes, Sec. 260C.331, subd. 3, requires the reasonable compensation for an attorney appointed by the court to serve as counsel be a charge upon the county in which the proceedings are held; and

WHEREAS, Counsel agrees to provide the aforesaid services to qualified persons, upon the terms and conditions set forth in this Contract.

NOW, THEREFORE, ITS IS AGREED:

Requirements of Services Provided:

1. **CHIPS & TPR/Permanency COUNSEL:** Counsel shall provide professional legal advice and representation, as directed by the Court, to any person, whether party, participant or other status, in CHIPS or TPR/Permanency cases, who do not have private counsel and who are found to be indigent by the Court and is specifically appointed counsel by the Itasca County District Court. Appointment as Counsel shall be at the sole discretion of the District Court Judge assigned to the case. Once appointed, Counsel shall provide legal representation until discharged from the case by the District Court or until such time that this Contract is terminated or expires.

Counsel's representation does not extend to the initiation of appeals, except as set forth below. Counsel also agrees that they will, on a rotating basis, provide professional legal

advice and representation to persons who have been appointed Counsel by a Court in CHIPS or TPR/Permanency case.

- a. APPOINTMENT BY COURT: Counsel will only be responsible for cases and clients when specifically appointed as Counsel to represent the client by an Itasca County District Court Judge. Although it is contemplated that the District Court Judges and Court Administration will assign Counsel to persons on a rotating basis, it is not guaranteed, nor is it provided for by contracting with Itasca County, that Counsel will be appointed an equal number of the cases. By entering into a Contract, Counsel is agreeing to handle all cases to which they are appointed by a District Court Judge regardless of any possible inequalities of workload that may arise with other Counsel who have contracted with the County to provide legal services. If Counsel is unable to accept an assignment, s/he will inform the Court Administrator's Office in writing. The Court Administrator's Office will then assign another contracted attorney. In the event of a conflict that prohibits all of the contract attorneys from handling a particular case, conflict counsel will be assigned and compensated according to Itasca County's Flat Fee Schedule, on file with the Court Administrator's Office.
- b. ASSIGNABILITY: Except as otherwise allowed for in this Contract, the Contract for Legal Services shall not be assigned or subcontracted without the written consent of Itasca County. If Counsel is unable to attend a proceeding, s/he will arrange for coverage by one of the other attorneys contracted by Itasca County to provide these services; and, if none of the contract attorneys is available, Counsel shall arrange for a substitute attorney acceptable to the judge hearing the proceedings. No additional compensation shall be provided to attorneys providing coverage under this provision.
- c. APPEALS: Counsel's representation ends upon the conclusion of a CHIPS or TPR/Permanency action and the District Court's discharge of Counsel from that case or at such time that this Contract terminates or expires. Counsel shall not be responsible for any appeals subject to the following exceptions.

If an appeal to the Minnesota Court of Appeals is determined to be a County expense and Counsel is appointed by a District Court Judge, actual hours shall be invoiced at a rate of \$75 per hour, not to exceed a total of \$5,000. If an appeal is continued to the Minnesota Supreme Court and is determined to be a County expense and Counsel is appointed by a District Court Judge, actual hours shall be invoiced at a rate of \$75 per hour, and the \$5,000 cap can be exceeded only if approved by the District Court. In addition, the cost of preparation of a trial court transcript and binding and service of a formal brief for an appeal will be a County expense.

General Conditions:

1. TERM: The term of this agreement will be from December 1, 2022, to and including December 31, 2023, the date of the signatures of the parties notwithstanding. All services performed and costs incurred on or after December 1, 2022, up to and including

December 31, 2023, shall be reimbursable solely in accordance with the terms of this Contract. This Contract may be renewed on an annual basis if mutually agreed to by the parties, with notice to renew occurring on or before December 1 in the year that the Contract expires.

2. COMPENSATION: In consideration of all services and all incidental costs, expenses and materials provided for by Counsel under the terms of the Contract, County agrees to pay Counsel: 2022 - \$67,626
2023 - \$68,978

The County shall pay one-twelfth (1/12th) of the total Contract amount each month. Payment for appeals shall occur according to the terms of *Requirements of Services Provided, paragraph 1(c)*, supra.

3. COST AND EXPENSES: Counsel shall be reimbursed for the following costs and expenses:
 - The cost of employing an expert witness, up to a maximum of \$1,000.00, if approved in writing by a District Court Judge as being necessary to properly represent a client.
 - The costs of all necessary subpoenas and filing fees.

Counsel shall not be reimbursed for any other costs or expenses including but not limited to any administrative costs, office costs or transportation costs. Allowable costs should be invoiced to Itasca County and will be paid according to Itasca County's payment schedule.

4. REIMBURSEMENT TO THE COUNTY: In the event a District Court Judge orders a person appointed Counsel to make a payment or reimbursement for fees associated with appointed Counsel, such payments or reimbursements will be the sole property of Itasca County and Counsel agrees to make no claims to such payments or reimbursements.
5. TERMINATION: If the Itasca County District Court Judges disapprove of or refuse to appoint Counsel as attorney in the CHIPS or TPR/Permanency cases, Counsel shall not provide any additional service in connection with the County Contract and the Contract will be deemed to be terminated.

The County reserves the unqualified right to terminate the Contract for any reason, or no reason at all, upon thirty (30) days written notice. Counsel may terminate the Contract upon sixty (60) days written notice. Counsel shall remain responsible for a case to which they are appointed prior to the effective date of termination.

6. INDEPENDENT CONTRACTOR: Counsel hereunder is an independent contractor and nothing contained herein shall be construed to create the relationship of an employer and employee between the County and Counsel or Counsel's agents, servants, or employees. Counsel shall at all times be free to exercise independent, professional judgment and discretion as to how best to perform or provide services. Counsel acknowledges and agrees that Counsel, Counsel's agents, servants and employees are not entitled to receive any of the benefits received by County employees and are not

eligible for workers' or unemployment compensation benefits. Counsel also acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise will be made from payments due to Counsel under the Contract and that it is Counsel's sole obligation to comply with applicable provisions of Federal and State Laws.

7. INDEMNIFICATION: Counsel shall indemnify, hold harmless and defend County, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees, which the County, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any negligent or willful act or omission of Counsel, its agents, servants or employees in the execution, performance or failure to adequately perform Counsel's obligation pursuant to the Contract.
8. INSURANCE:
 - a. PROFESSIONAL LIABILITY INSURANCE: Counsel shall at all times maintain professional liability insurance in an amount equal to the maximum potential tort liability for counties as enumerated in M.S. 466.04. Additionally, Itasca County shall be named as an additional insured on such policy. Further, Counsel shall submit proof of coverage at the beginning of the term of the Contract by no later than February 28, 2020 and by January 31 of any subsequent year within which the Contract is mutually extended by the parties.
 - b. WORKER'S COMPENSATION INSURANCE: Counsel shall have and keep in force at its expense worker's compensation insurance if applicable.
 - c. OTHER: Counsel is responsible for identifying and obtaining and keeping in force any other insurances necessary to fulfill the terms of this Contract.
9. NON-DISCRIMINATION: Counsel agrees to comply with the nondiscrimination provision set forth in Minnesota Statute 181.59. Counsel's failure to comply with section 181.59 may result in cancellation or termination of the agreement, and all money due or to become due under the Contract may be forfeited for a second or any subsequent violation of the terms or conditions of this Contract.
10. DATA PRIVACY: Counsel is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (Act), as amended and the Rules implementing the Act now in force or as amended. Counsel must comply with those requirements as if it is a governmental entity. The remedies contained in section 13.08 of the Act shall apply to Counsel.
11. AUDITS: Pursuant to Minnesota Statute 16C.05, Counsel, upon written request, shall make available to the County, the State Auditor, or the County's ultimate funding sources, a copy of this Contract, and the books, documents, records, and accounting procedures and practices of Counsel relating to this Contract, for a minimum of six (6) years from the last date of furnishing services under this contract.

12. MODIFICATIONS: Any material alteration, modification, or variation shall be reduced to writing as an amendment and signed by the parties. Any alteration, modification, or variation deemed not to be material by agreement of the County and Counsel shall not require written approval.
13. COMPLETE AGREEMENT: It is understood and agreed that the entire agreement of the parties is contained herein and the Contract supersedes all oral agreement and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between Counsel and County.
14. WAIVER: Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Contract shall not be construed to be a modification of the terms of the Contract unless agreed to in writing.
15. SEVERABILITY: Provisions of the Contract are severable. If any paragraph, section or subdivision, sentence, clause or phrase of the Contract is, for any reason, held contrary to law, or contrary to any rule or regulation having the force or effect of law, it shall not affect the remaining portions of the Contract.

Date _____

Itasca County Board Chair

Date _____

Itasca County Administrator

Date _____

Counsel

APPROVED AS TO FORM:

Date _____

Matti Adam
Itasca County Attorney

CONTRACT FOR LEGAL SERVICES FOR COURT APPOINTED ATTORNEYS

Itasca County Agreement for Attorney Services

This Contract is entered into between the COUNTY OF ITASCA ("County") and, PAUL SHAFFER, ("Counsel").

WHEREAS, Minnesota Statutes Sec. 260C.163, subd. 3, requires that the child, parent, guardian or custodian has the right to effective assistance of counsel in connection with proceeding in juvenile court; and

WHEREAS, these cases include actions involving issues of child in need of protection or services, termination of parental rights, transfer of legal and physical custody, permanent custody to the agency, temporary legal custody to the agency and foster care placement; and

WHEREAS, legal services for such cases must be provided to persons when called for by constitution or statute and when such persons are found by the court to be in need of legal representation but without the funds to retain private counsel; and

WHEREAS, Minnesota Statutes, Sec. 260C.331, subd. 3, requires the reasonable compensation for an attorney appointed by the court to serve as counsel be a charge upon the county in which the proceedings are held; and

WHEREAS, Counsel agrees to provide the aforesaid services to qualified persons, upon the terms and conditions set forth in this Contract.

NOW, THEREFORE, ITS IS AGREED:

Requirements of Services Provided:

1. CHIPS & TPR/Permanency COUNSEL: Counsel shall provide professional legal advice and representation, as directed by the Court, to any person, whether party, participant or other status, in CHIPS or TPR/Permanency cases, who do not have private counsel and who are found to be indigent by the Court and is specifically appointed counsel by the Itasca County District Court. Appointment as Counsel shall be at the sole discretion of the District Court Judge assigned to the case. Once appointed, Counsel shall provide legal representation until discharged from the case by the District Court or until such time that this Contract is terminated or expires.

Counsel's representation does not extend to the initiation of appeals, except as set forth below. Counsel also agrees that they will, on a rotating basis, provide professional legal

advice and representation to persons who have been appointed Counsel by a Court in CHIPS or TPR/Permanency case.

- a. APPOINTMENT BY COURT: Counsel will only be responsible for cases and clients when specifically appointed as Counsel to represent the client by an Itasca County District Court Judge. Although it is contemplated that the District Court Judges and Court Administration will assign Counsel to persons on a rotating basis, it is not guaranteed, nor is it provided for by contracting with Itasca County, that Counsel will be appointed an equal number of the cases. By entering into a Contract, Counsel is agreeing to handle all cases to which they are appointed by a District Court Judge regardless of any possible inequalities of workload that may arise with other Counsel who have contracted with the County to provide legal services. If Counsel is unable to accept an assignment, s/he will inform the Court Administrator's Office in writing. The Court Administrator's Office will then assign another contracted attorney. In the event of a conflict that prohibits all of the contract attorneys from handling a particular case, conflict counsel will be assigned and compensated according to Itasca County's Flat Fee Schedule, on file with the Court Administrator's Office.
- b. ASSIGNABILITY: Except as otherwise allowed for in this Contract, the Contract for Legal Services shall not be assigned or subcontracted without the written consent of Itasca County. If Counsel is unable to attend a proceeding, s/he will arrange for coverage by one of the other attorneys contracted by Itasca County to provide these services; and, if none of the contract attorneys is available, Counsel shall arrange for a substitute attorney acceptable to the judge hearing the proceedings. No additional compensation shall be provided to attorneys providing coverage under this provision.
- c. APPEALS: Counsel's representation ends upon the conclusion of a CHIPS or TPR/Permanency action and the District Court's discharge of Counsel from that case or at such time that this Contract terminates or expires. Counsel shall not be responsible for any appeals subject to the following exceptions.

If an appeal to the Minnesota Court of Appeals is determined to be a County expense and Counsel is appointed by a District Court Judge, actual hours shall be invoiced at a rate of \$75 per hour, not to exceed a total of \$5,000. If an appeal is continued to the Minnesota Supreme Court and is determined to be a County expense and Counsel is appointed by a District Court Judge, actual hours shall be invoiced at a rate of \$75 per hour, and the \$5,000 cap can be exceeded only if approved by the District Court. In addition, the cost of preparation of a trial court transcript and binding and service of a formal brief for an appeal will be a County expense.

General Conditions:

1. TERM: The term of this agreement will be from December 1, 2022, to and including December 31, 2023, the date of the signatures of the parties notwithstanding. All services performed and costs incurred on or after December 1, 2022, up to and including

December 31, 2023, shall be reimbursable solely in accordance with the terms of this Contract. This Contract may be renewed on an annual basis if mutually agreed to by the parties, with notice to renew occurring on or before December 1 in the year that the Contract expires.

2. COMPENSATION: In consideration of all services and all incidental costs, expenses and materials provided for by Counsel under the terms of the Contract, County agrees to pay Counsel: 2022 - \$67,626
2023 - \$68,978

The County shall pay one-twelfth (1/12th) of the total Contract amount each month. Payment for appeals shall occur according to the terms of *Requirements of Services Provided, paragraph 1(c)*, supra.

3. COST AND EXPENSES: Counsel shall be reimbursed for the following costs and expenses:
 - The cost of employing an expert witness, up to a maximum of \$1,000.00, if approved in writing by a District Court Judge as being necessary to properly represent a client.
 - The costs of all necessary subpoenas and filing fees.

Counsel shall not be reimbursed for any other costs or expenses including but not limited to any administrative costs, office costs or transportation costs. Allowable costs should be invoiced to Itasca County and will be paid according to Itasca County's payment schedule.

4. REIMBURSEMENT TO THE COUNTY: In the event a District Court Judge orders a person appointed Counsel to make a payment or reimbursement for fees associated with appointed Counsel, such payments or reimbursements will be the sole property of Itasca County and Counsel agrees to make no claims to such payments or reimbursements.
5. TERMINATION: If the Itasca County District Court Judges disapprove of or refuse to appoint Counsel as attorney in the CHIPS or TPR/Permanency cases, Counsel shall not provide any additional service in connection with the County Contract and the Contract will be deemed to be terminated.

The County reserves the unqualified right to terminate the Contract for any reason, or no reason at all, upon thirty (30) days written notice. Counsel may terminate the Contract upon sixty (60) days written notice. Counsel shall remain responsible for a case to which they are appointed prior to the effective date of termination.

6. INDEPENDENT CONTRACTOR: Counsel hereunder is an independent contractor and nothing contained herein shall be construed to create the relationship of an employer and employee between the County and Counsel or Counsel's agents, servants, or employees. Counsel shall at all times be free to exercise independent, professional judgment and discretion as to how best to perform or provide services. Counsel acknowledges and agrees that Counsel, Counsel's agents, servants and employees are not entitled to receive any of the benefits received by County employees and are not

eligible for workers' or unemployment compensation benefits. Counsel also acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise will be made from payments due to Counsel under the Contract and that it is Counsel's sole obligation to comply with applicable provisions of Federal and State Laws.

7. INDEMNIFICATION: Counsel shall indemnify, hold harmless and defend County, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees, which the County, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any negligent or willful act or omission of Counsel, its agents, servants or employees in the execution, performance or failure to adequately perform Counsel's obligation pursuant to the Contract.
8. INSURANCE:
 - a. PROFESSIONAL LIABILITY INSURANCE: Counsel shall at all times maintain professional liability insurance in an amount equal to the maximum potential tort liability for counties as enumerated in M.S. 466.04. Additionally, Itasca County shall be named as an additional insured on such policy. Further, Counsel shall submit proof of coverage at the beginning of the term of the Contract by no later than February 28, 2020 and by January 31 of any subsequent year within which the Contract is mutually extended by the parties.
 - b. WORKER'S COMPENSATION INSURANCE: Counsel shall have and keep in force at its expense worker's compensation insurance if applicable.
 - c. OTHER: Counsel is responsible for identifying and obtaining and keeping in force any other insurances necessary to fulfill the terms of this Contract.
9. NON-DISCRIMINATION: Counsel agrees to comply with the nondiscrimination provision set forth in Minnesota Statute 181.59. Counsel's failure to comply with section 181.59 may result in cancellation or termination of the agreement, and all money due or to become due under the Contract may be forfeited for a second or any subsequent violation of the terms or conditions of this Contract.
10. DATA PRIVACY: Counsel is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (Act), as amended and the Rules implementing the Act now in force or as amended. Counsel must comply with those requirements as if it is a governmental entity. The remedies contained in section 13.08 of the Act shall apply to Counsel.
11. AUDITS: Pursuant to Minnesota Statute 16C.05, Counsel, upon written request, shall make available to the County, the State Auditor, or the County's ultimate funding sources, a copy of this Contract, and the books, documents, records, and accounting procedures and practices of Counsel relating to this Contract, for a minimum of six (6) years from the last date of furnishing services under this contract.

12. MODIFICATIONS: Any material alteration, modification, or variation shall be reduced to writing as an amendment and signed by the parties. Any alteration, modification, or variation deemed not to be material by agreement of the County and Counsel shall not require written approval.
13. COMPLETE AGREEMENT: It is understood and agreed that the entire agreement of the parties is contained herein and the Contract supersedes all oral agreement and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between Counsel and County.
14. WAIVER: Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Contract shall not be construed to be a modification of the terms of the Contract unless agreed to in writing.
15. SEVERABILITY: Provisions of the Contract are severable. If any paragraph, section or subdivision, sentence, clause or phrase of the Contract is, for any reason, held contrary to law, or contrary to any rule or regulation having the force or effect of law, it shall not affect the remaining portions of the Contract.

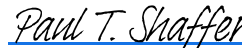
Date Nov 23, 2022


Terry Snyder (Nov 23, 2022 11:43 CST)
Itasca County Board Chair

Date Nov 23, 2022


Brett Skyles (Nov 23, 2022 11:49 CST)
Itasca County Administrator

Date Nov 23, 2022


Paul T. Shaffer (Nov 23, 2022 10:26 CST)
Counsel

APPROVED AS TO FORM:

Date Nov 28, 2022


Matti Adam (Nov 28, 2022 09:21 CST)
Matti Adam
Itasca County Attorney

2022-2023 Court Appointed Attorney Contract - Paul Shaffer

Final Audit Report

2022-11-28

Created:	2022-11-23
By:	Amanda Schultz (amanda.schultz@co.itasca.mn.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAACQDsoMX7KPo_gzLa2JQ0XC3TYAamog9d

"2022-2023 Court Appointed Attorney Contract - Paul Shaffer" History

-  Document created by Amanda Schultz (amanda.schultz@co.itasca.mn.us)
2022-11-23 - 4:00:27 PM GMT- IP address: 207.171.101.27
-  Document emailed to paulshafferlaw@gmail.com for signature
2022-11-23 - 4:01:42 PM GMT
-  Email viewed by paulshafferlaw@gmail.com
2022-11-23 - 4:25:07 PM GMT- IP address: 74.125.215.25
-  Signer paulshafferlaw@gmail.com entered name at signing as Paul T. Shaffer
2022-11-23 - 4:26:01 PM GMT- IP address: 47.32.17.216
-  Document e-signed by Paul T. Shaffer (paulshafferlaw@gmail.com)
Signature Date: 2022-11-23 - 4:26:03 PM GMT - Time Source: server- IP address: 47.32.17.216
-  Document emailed to terry.snyder@co.itasca.mn.us for signature
2022-11-23 - 4:26:04 PM GMT
-  Email viewed by terry.snyder@co.itasca.mn.us
2022-11-23 - 5:42:40 PM GMT- IP address: 104.219.198.165
-  Signer terry.snyder@co.itasca.mn.us entered name at signing as Terry Snyder
2022-11-23 - 5:43:21 PM GMT- IP address: 104.219.198.165
-  Document e-signed by Terry Snyder (terry.snyder@co.itasca.mn.us)
Signature Date: 2022-11-23 - 5:43:23 PM GMT - Time Source: server- IP address: 104.219.198.165
-  Document emailed to brett.skyles@co.itasca.mn.us for signature
2022-11-23 - 5:43:24 PM GMT

 Email viewed by brett.skyles@co.itasca.mn.us
2022-11-23 - 5:48:55 PM GMT- IP address: 104.219.198.64

 Signer brett.skyles@co.itasca.mn.us entered name at signing as Brett Skyles
2022-11-23 - 5:49:32 PM GMT- IP address: 104.219.198.64

 Document e-signed by Brett Skyles (brett.skyles@co.itasca.mn.us)
Signature Date: 2022-11-23 - 5:49:34 PM GMT - Time Source: server- IP address: 104.219.198.64

 Document emailed to Matti Adam (matti.adam@co.itasca.mn.us) for signature
2022-11-23 - 5:49:35 PM GMT

 Email viewed by Matti Adam (matti.adam@co.itasca.mn.us)
2022-11-28 - 3:21:05 PM GMT- IP address: 207.171.101.27

 Document e-signed by Matti Adam (matti.adam@co.itasca.mn.us)
Signature Date: 2022-11-28 - 3:21:17 PM GMT - Time Source: server- IP address: 207.171.101.27

 Agreement completed.
2022-11-28 - 3:21:17 PM GMT