ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, March 14, 2023 | 2:30 PM | Itasca County Boardroom

FINAL

REGULAR SESSION MINUTES

I. CALL TO ORDER

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

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

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Add Item #6.10 (Reallocation - Sheriff's Department) and approve the agenda, as amended.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, March 7, 2023 County Board Work Session.

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

V. CONSENT AGENDA

It was the consensus of the County Board to direct staff to draft a letter to the Minnesota Pollution Control Agency (MPCA) to be signed by the County Board Chair to request information regarding wells capped in 2009 and their impact on the groundwater investigation relative to the Correctional Facility/Courts project.

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

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

1. Authorize IMCare Director and County Board Chair to sign the contract between IMCare and Wildwood Mental Health LLC, a behavioral health provider.

2. Approve utility easement for construction, maintenance and operation of an underground telecommunication line over and across tax-forfeited trust lands in Section 4, Township 61, Range 24 and authorize necessary signatures.
3. Approve Proposal with Braun Intertec for additional groundwater investigation as directed by the Minnesota Pollution Control Agency (MPCA) Superfund Program, for the estimated cost of $28,931, which will not be exceeded by more than 10% without additional authorization.
4. Approve the Sheriff's Office to schedule training to prepare Itasca County personnel to deliver safe, secure and efficient court services and discuss funding options.
5. Approve the State Fiscal Year (SFY) 2024 Itasca County SWCD AIS Program Budget Proposal.

VI. REGULAR AGENDA

1. Citizen Input

   Citizen input from Jim Ducharme was read into the record regarding Senate File 2691 and Darrel Hecimovich provided citizen input regarding snowmobile trail safety concerns on Scenic Hwy 7.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

2. Legislative Conference Call

   A Legislative Conference Call was provided by Senator Rob Farnsworth and Itasca County Lobbyist Loren Solberg.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

3. Recognition of County Employees

   The following employees were recognized:

   Congratulations to Brenda Harthan who has accepted a promotion from Eligibility Specialist to Child Support Officer, Health & Human Services Department, effective March 5, 2023.

   Welcome to new employee Jessyca Bardzel, Social Worker, Family Services Division of Health & Human Services, effective March 6, 2023.

   Farewell to Kris Miller whose last day as a Deputy Sheriff/Sergeant will be March 26, 2023 after 18 years of service.

   Farewell to Ryan Newman whose last day as a Staff Forester, Land Department, will be March 14, 2023 after 10 years of service.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

4. Commissioner Warrants

   It was the consensus of the County Board to direct staff to draft a Request for Board Action (RBA) to review agreements relative to domestic animal control for a future County Board meeting.

   Motion To: Approve Commissioner Warrants with a check date of March 17, 2023, in the amount of $534,452.24.

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

5. New On-Sale/Sunday Wine License

Motion To: Approve new On-Sale/Sunday Wine License for Cut Foot Sioux Resort LLC dba: Cut Foot Sioux Resort located at 44394 State Highway 46, Deer River MN 56636.

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

6. Risk Assessment/Incident Response Planning Contract

Motion To: Authorize the IT Director to contract with FRSecure for Risk Assessment and Incident Response Planning services.

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

7. Public Hearing Re: Conditional Use Permit (CUP) Submitted by Steven Moe

Motion To: Open the Public Hearing Re: Conditional Use Permit (CUP) Application submitted by Steven Moe (Parcel #19-020-1203) for commercial mini storage.

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

Motion To: Close the above public hearing.

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

Motion To: Approve the Conditional Use Permit (CUP) Application submitted by Steven Moe for commercial mini storage on Parcel #19-020-1203, as approved by the Planning Commission at their regular meeting on March 8, 2023 per attached Findings of Fact, Conclusions of Law, Order and Resolution.

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

8. Public Hearing Re: Conditional Use Permit (CUP) Submitted by Harris Township

Motion To: Open the Public Hearing Re: Conditional Use Permit (CUP) Application submitted by Harris Township for an electrician business (shop, storage, and operations base) and breaker repair and mini storage facility.

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

Motion To: Close the above public hearing.

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

Motion To: Approve the Conditional Use Permit (CUP) Application submitted by Harris Township for an electrician business (shop, storage, and operations base) and breaker repair and mini storage facility, as approved by the Planning Commission at their regular meeting on March 8, 2023 per attached Findings of Fact, Conclusions of Law, Order and Resolution.

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

9. 5 Year Plan for Highway Improvement Projects Presentation

Transportation Engineer Rachel Metelak and County Engineer Karin Grandia presented the draft 5 Year Plan for Highway Construction. The draft plan is available on the Transportation Department's portion of the County website (https://www.co.itasca.mn.us/DocumentCenter/View/8815/2023-5-YEAR-PLAN-DRAFT?bidId=) for public review and comment until March 31, 2023.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

10. Reallocation – Sheriff's Department

Motion To: Approve reallocation of Emergency Communication Technical Support Technician and Emergency Communication Technical Support Supervisor from MIS to the Sheriff's Office as follows: Emergency Communication Technical Support Technician (grade 10) to Emergency Communications Specialist (grade 8) and Emergency Communication Technical Support Supervisor (grade 12) to Deputy Sheriff/Road Deputy (grade 10).

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

VII. COMMISSIONER COMMENTS

Commissioner Venema provided comment regarding his attendance at various city council meetings.

Commissioner Smith provided comment regarding his attendance at a recent Trails Task Force meeting, as well as the upcoming Squaw Lake Fire Department Perch Jerk event to be held on March 18, 2023.

Commissioner Johnson provided comment regarding his attendance at the recent Law vs. Fire Hockey Game.

Commissioners Snyder and Johnson provided comment regarding the Lessard Sams Outdoor Heritage Fund and the MN DNR Forest Heritage Project.

Commissioner Snyder provided comment regarding SF 2691. It was the consensus of the County Board to direct staff to prepare a Request for Board Action (RBA) to consider a letter in opposition of SF 2691 for the March 21, 2023 County Board Work Session.

Commissioner Ives provided comment regarding his attendance at a recent Itasca County Township Association (ICTA) meeting, as well as economic development in Itasca County.

RECESS

Chair Ives recessed the meeting at 4:02 PM.

RECONVENE

Chair Ives reconvened the meeting at 4:06 PM, with all members present.

VIII. CLOSED SESSIONS

1. Closed Litigation Session – Enright Tax Appeal

Motion To: Go into Closed Session pursuant to Minn. Stat. §§ 13D.05, Subd. 3(b) and 13D.05, Subd. 1(d), based upon Attorney Client Privilege, Minn. Stat. § 595.02, Subd. 1(b), to consult with its attorney in reference Enright Tax Appeal litigation.

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

Others Present: County Attorney Matti Adam, Chief Deputy/First Assistant County Attorney Michael Haig, Commercial Assessor/Appraiser Christa Jetland, County Auditor/Treasurer Austin Rohling, County Administrator Brett Skyles, and Deputy Clerk of the County Board Amanda Schultz.

Motion To: Go into Open Session.

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

Motion To: Accept the assessment value of $111,400 in reference to the Enright Tax Appeal litigation.

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

IX. ADJOURN

Chair Ives adjourned the meeting at 4:19 PM.

ATTEST

Burl Ives
Chair of the County Board

Brett Skyles
Clerk of the County Board

March 14, 2023

Chair:

PULL: None

ADDITIONS:
1. Item #6.10 (Reallocation – Sheriff's Department)

CHANGES:
1. Item #6.8 – Corrected Conditional Use Permit Application

INFORMATIONAL:
1. Item #6.1 – Additional Information

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, March 7, 2023 | 2:30 PM | Itasca County Boardroom

DRAFT

WORK SESSION MINUTES

I. CALL TO ORDER

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

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

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Approve the agenda, as presented.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, February 21, 2023 County Board Special Session and the minutes of the Tuesday, February 28, 2023 County Board Regular Session.

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

V. RECOMMENDED FOR CONSENT AGENDA

1. Authorize IMCare Director and County Board Chair to sign the contract between IMCare and Wildwood Mental Health LLC, a behavioral health provider.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 03/14/2023 2:30 PM**

2. Approve utility easement for construction, maintenance and operation of an underground telecommunication line over and across tax-forfeited trust lands in Section 4, Township 61, Range 24 and authorize necessary signatures.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 03/14/2023 2:30 PM**

VI. DISCUSSION / INFORMATIONAL

1. Citizen Input

Citizen input from Aron Schnaser was read into the record regarding the County Board's action

to adopt Resolution 2023-12 Re: Second Amendment Dedicated County on February 21, 2023.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

2. Legislative Conference Call

   A Legislative Conference Call was provided by Senator Steve Green and Itasca County Lobbyist Loren Solberg.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

3. Presentation of Memorial Flag

   County Sheriff Joe Dasovich presented a handcrafted memorial flag to the family of Deputy Sheriff Jayme Williams.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

4. Appointment – Sheriff Civil Service Commission

   Motion To: Appoint John Rubesh to the Sheriff Civil Service Commission, fulfilling the unexpired vacancy expiring December 31, 2025.

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

6. MN Department of Health Community Suicide Prevention Grant Application

   Motion To: Authorize an application for the MN Department of Health Community Suicide Prevention Grant.

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

7. County Road Safety Plan

   Minnesota Department of Transportation (MnDOT) representative Girma Feyissa and HDR, Inc. Consulting representative Richard Storm presented the County Road Safety Plan.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

8. Approve Minutes of Land Classification Committee Meeting

   Motion To: Approve minutes of the Itasca County Land Classification Committee meeting held March 7, 2023.

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

9. Approve Classification of Tax-Forfeited Land

   Motion To: Approve the recommended classification as non-conservation for the Northwest Quarter of the Southeast Quarter, Section 25, Township 56, Range 25 from Itasca County Land Classification Committee meeting held March 7, 2023.

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

10. Itasca County Court Services Security Preparedness Course
    County Sheriff Joe Dasovich provided information regarding the request to approve training to prepare Itasca County personnel to deliver safe, secure and efficient court services.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 03/14/2023 2:30 PM

11. Itasca SWCD AIS Program SFY 2024 Budget Proposal
    Itasca County Aquatic Invasive Species (AIS) Coordinator Bill Grantges provided information regarding the request to approve the State Fiscal Year (SFY) 2024 Itasca County Soil & Water Conservation District (SWCD) Aquatic Invasive Species (AIS) Program Budget Proposal.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 03/14/2023 2:30 PM

5. Proposal for Additional Groundwater Investigation
    Braun Intertec representative Ted Hubbes provided information regarding the request to approve the proposal with Braun Intertec for additional groundwater investigation as directed by the Minnesota Pollution Control Agency (MPCA) Superfund Program, for the estimated cost of $28,931.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 03/14/2023 2:30 PM

VII. COMMITTEE REPORTS

Commissioner Venema reported on his attendance at recent Transportation Alliance and Laurentian Conservation events, as well as Highway 169 Cross Range Expressway meetings.

Commissioner Johnson reported on his attendance at a recent Land Use Conference, as well as his participation in the House Committee on Transportation meeting relative to HF 1822.

Commissioner Snyder reported on his attendance at recent Extension Committee and Highway 38 Leadership Board meetings, as well as information regarding the upcoming Mississippi River Clean-Up Days.

Commissioner Ives reported on his attendance at a recent Northeast Minnesota Office of Job Training (NEMOJT) meeting.

VIII. ADMINISTRATOR UPDATE

IX. COMMISSIONER COMMENTS

Commissioner Smith provided comment regarding the upcoming Squaw Lake Fire Department Perch Jerk to be held on March 18, 2023.

X. CLOSED SESSIONS

XI. ADJOURN

Chair Ives adjourned the meeting at 4:55 PM.

ATTEST

Burl Ives	Brett Skyles
Chair of the County Board	Clerk of the County Board

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

Tuesday, March 14, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2950

DEPARTMENT: Health & Human Services
TIME REQUESTED: < 5 Minutes
PRESENTER: Sarah Anderson

AGENDA ITEM:
IMCare Provider Participation Agreement with Wildwood Mental Health LLC

BOARD ACTION REQUESTED:
Authorize IMCare Director and County Board Chair to sign the contract between IMCare and Wildwood Mental Health LLC, a behavioral health provider.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. PPA - Wildwood Mental Health LLC
2. Provider Participation Agreement 2020 - 10.01.17

03/07/2023

RESULT:	**RECOMMENDED FOR CONSENT NEXT: 03/14/2023 2:30 PM**

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

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

Tuesday, March 14, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2938

DEPARTMENT: Land Department
PRESENTER: Cindy Shevich

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Utility Easement for T-Mobile Central LLC on Tax-Forfeited Trust Land

BOARD ACTION REQUESTED:
Approve utility easement for construction, maintenance and operation of an underground telecommunication line over and across tax-forfeited trust lands in Section 4, Township 61, Range 24 and authorize necessary signatures.

BACKGROUND:
This easement is for construction of underground telecommunication lines to the Bass Lake Tower.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. T Mobile Utility Easement 4-61-24

03/07/2023

RESULT:	**RECOMMENDED FOR CONSENT NEXT: 03/14/2023 2:30 PM**

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

ITASCA COUNTY UTILITY EASEMENT

This easement is granted this ___ day of _____, 2023, by Itasca County on behalf of the State of Minnesota in trust for the taxing districts, hereinafter referred to as the Grantor, to T-Mobile Central LLC, hereinafter referred to as the Grantee. The address of the Grantee for purposes of any notification required herein shall be 8000 W. 78th Street, Suite 400, Edina, MN 55439.

RECITALS

1. This easement is granted pursuant to the provisions of Minnesota Statutes Section 282.04, Subd. 4, which authorizes the County Auditor to grant easements upon unsold, tax-forfeited lands.
2. The Grantee desires to obtain an easement for underground telecommunication purposes and the Grantor desires to grant such an easement upon the property below described.
3. The Itasca County Board of Commissioners, by Board Action dated the _____ day of _____, 2023, have prescribed the terms set forth below.

NOW, THEREFORE, in consideration of the premises and terms hereinafter set forth, the Grantor hereby grants unto the Grantee its heirs, successors and assigns, until terminated as hereinafter provided, full right and authority to enter at any time upon, across and under a strip of land 9 feet in width on the parcels hereinafter described, and from time to time to erect, maintain, repair, upgrade, rebuild, relocate, operate and patrol underground telecommunication lines, including the right to erect poles and other underground power line structures, wires, cables, telecommunication lines, pipes and any necessary appurtenances, the right to clear said strip and keep it clear from brush, trees, buildings and fire hazards and the right to remove dangerous trees, if any, located beyond the limits of said strip.

TERMS

I.

The 9 foot wide easement for utility purposes over, under and across Government Lot Two (2) Section 4, Township 61 North, Range 24 West, of the Fourth Principal Meridian, Itasca County, Minnesota, lying between 0.00 feet and 9.00 feet to the right of the following described line "C": Commencing at the Northwest corner of said Government Lot 2; thence South 84 degrees and 49 minutes 57 seconds East along the North line of said Government Lot 2, a distance of 695.03 feet; thence South 5 degrees 10 minutes 03 seconds West, a distance of 867.54 feet to the Point of Beginning of said Line "C"; thence North 57 degrees 49 minutes 54 seconds West, a distance of 20.00 feet; thence South 32 degrees 10 minutes 06 seconds West, a distance of 12.00 feet to a point hereinafter referred to as Point "A"; thence South 35 degrees 51 minutes 11 seconds West, a distance of 22.00 feet; thence North 86 degrees 30 minutes 00 seconds West, a distance of 175.00 feet; thence South 19 degrees 00 minutes 00 seconds West, a distance of 20.00 feet; thence North 90 degrees 00 minutes 00 seconds West, a distance of 9.44 feet; thence Southwesterly a distance of 58.90 feet along a tangential curve concave to the South, having a radius of 125.00 feet and a central angle of 26 degrees 59 minutes 49 seconds; thence South 63 degrees 00 minutes 11 seconds West tangent to the last described curve, a distance of 101.12 feet; thence Westerly, a distance of 42.60 feet along a tangential curve concave to the North, having a radius of 55.00 feet and a central angle of 44 degrees 22 minutes 50 seconds to the Easterly right of way line of Bass Lake Campground Road and said Line "C" there terminating. The sideline of said easement shall be shortened or lengthened to terminate at said easterly right of way line of Bass Lake Campground Road.

Together with a 9.00 foot wide easement for utility purposes over, under and across said Government Lot 2, the centerline of said easement is described as follows:

Beginning at the previously described Point "A"; thence North 57 degrees 49 minutes 54 seconds West, a distance of 22.00 feet; thence South 32 degrees 10 minutes 06 seconds West, a distance of 7.00 feet and said centerline there terminating.

*NOTE: The attached survey describes a 5.00 foot wide utility easement. However, for purposes of this utility easement located over and across tax forfeit property, a 9.00 foot wide easement is granted.

DISCLAIMER: Itasca County is relying on ownership information and easement legal descriptions provided by the Grantee. The easement rights conveyed by this document are limited to parcels owned by the State of Minnesota in trust for the taxing districts. Itasca County makes no warranties as to the ownership of the parcels crossed by this easement and assumes no liability for any errors or costs for corrections in that regard.

II.

The Grantee shall comply with the Policy of Itasca County as the same is in effect as of the date of this easement and as hereinafter amended concerning the mapping and documentation of description of easements upon tax-forfeited lands and shall provide a written legal description and maps of the location of the "as built" easement centerline as set forth in the Policy.

III.

The Grantee, before entering upon the premises for construction purposes, shall pay to the Grantor the sum equal to the current market value of the easement. This amount of One Hundred Twenty-three dollars ($123.00) is consideration for the granting of this easement. This fee is to be determined in accordance with the fee policy that is established by the Itasca County Board of Commissioners.

The Grantee may clear and keep cleared said strip of trees and brush and as progress is made therein the Grantor shall be advised and shall cause the timber to be scaled and the Grantee shall pay the Grantor for such existing timber, and tree reproduction, a price to be determined by the Itasca County Land Commissioner. The Grantee shall also compensate the Grantor for the value of dangerous trees which may from time to time be removed beyond the limits of this easement.

IV.

The Grantee shall comply with all laws, regulations and municipal ordinances affecting said lands, Grantee's activities upon said lands or the area in which they are situated. The Grantee shall keep said strip in a neat and orderly condition and shall remove all refuse and debris that may accumulate as a result of Grantee's or the Grantee's Contractor's use thereof. Nothing herein shall

require the Grantee to remove refuse and debris unlawfully deposited by a third party. The Grantee shall take all reasonable precautions to prevent and suppress forest fires. The Grantee shall compensate the Grantor for any damages resulting from the improper use of said strip by the Grantee or damages to adjoining lands in gaining access thereto or egress therefrom.

V.

The Grantee shall pay when due all taxes and assessments levied against the easement granted herein or the improvements thereon.

VI.

Nothing herein shall alter, limit, modify or restrict the authority of the County to sell or lease tax forfeited lands by law conferred. Any such sale or lease shall be subject to this easement and all rights granted by this easement shall be excepted from the conveyance or lease of the land and be reserved, and which may be canceled by the County Board in the same manner and for the same reason as it could have been canceled before sale or lease and in that case the rights granted thereby shall vest in the state in trust as the land on which it was granted was held before sale or lease.
The Grantor shall consult with the Grantee herein prior to the granting of any easements or permits over the property which is the subject of this easement if such easement or permit would substantially conflict with the rights of the Grantee herein.

VII.

Pursuant to Minnesota Statute Section 282.04, Subd. 4, this easement may be canceled for any substantial breach of the terms hereof or if at any time the Itasca County Board of Commissioners determines the continuance of this easement conflicts with the public use of these lands or any part thereof by resolution of said Board after ninety (90) days written notice of its intent to terminate this easement, addressed to Grantee at its address as set forth herein or as subsequently modified by written notice from the Grantee to the Grantor.

VIII.

Grantee may, subject to such other provisions as herein contained, at its own option and at its own peril, allow to remain upon the premises, subsequent to the Grantee's discontinuation of the use of its improvements upon the easement, any below ground equipment, structures, pipes, wires, cables and below ground appurtenances provided that said equipment, structures, pipes, wires, cables and appurtenances are in conformance with all federal, state or other governmental codes, if any, or if no such codes exist are at least three (3') feet below ground. Upon discontinuation of the use of this easement by the Grantee and removal of above ground equipment, structures, poles, wires, pipes and other appurtenances erected above ground, the Grantor shall be entitled to the full use and enjoyment of the surface rights of said easement and the Grantor shall waive any future fees for the granting of this easement.

IX.

Upon termination of this easement, the Grantee shall remove all its equipment, structures, poles, wires, pipes and other appurtenances located upon or above the lands described herein within one (1) year or as otherwise extended by the Itasca County Board of Commissioners; if such property is not removed within the aforesaid period of time, time being of the essence, title to all personal property remaining upon the premises shall vest in the Grantor, the Grantor, at its sole option may remove such property, restore the right of way to an environmentally sound condition and charge the Grantee for all expenses incurred.

Grantee shall, upon the removal of its property, restore the right-of-way to an environmentally sound condition. This may include, but is not limited to, eliminating any erosion problems and re-establishing stable vegetative cover as acceptable to the Land Commissioner.

X.

No delay by the Grantor in enforcing any of the conditions of this easement shall operate as a waiver of any of its rights.

XI

That as additional consideration for the grant of this easement, the Grantee agrees to indemnify, save and hold harmless the Grantor from any loss, liability, damage or cost the Grantor may incur due to any causes of action, claims for damage or damages sustained by the Grantee or the person or property of any third party as a result of the presence of the Grantee, it's use, activities including ingress and egress or placement of improvements and equipment upon the above described premises or lands adjacent thereto, including but not limited to the reasonable value of attorney's fees in the defense of any claims.

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

B. GRANTEE agrees at all times during the term of this Easement to have and keep in force insurance, either under a self-insurance program or separate insurance policy, as follows:

a. Commercial General Liability shall list Itasca County as an additional insured with the following insurance limits:

	Limits
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

b. Automobile Liability - Combined single limit each occurrence for bodily injury and property damage covering owned, non-owned and hired automobiles — Limits: $1,500,000

c.	Workers' Compensation and Employer's Liability: If the Contractor is based outside the State of Minnesota, coverage must apply to Minnesota laws	Statutory Limits
		Limits
d.	Employer's Liability Bodily injury by:	
	Accident - Each Accident	$500,000
	Disease - Policy Limit	$500,000
	Disease - Each Employee	$500,000

An umbrella or excess policy over primary liability coverages is an acceptable method to provide the required aggregate insurance amounts.

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

GRANTEE shall not commence work on the Site, or otherwise occupy the Site, until it has obtained required insurance and filed an acceptable Certificate of Insurance with ITASCA COUNTY to the attention of Itasca County Land Department, c/o Land Commissioner, 1177 LaPrairie Avenue, Grand Rapids, MN 55744 (kory.cease@co.itasca.mm.us). The Certificate shall:

1. List Itasca County as Certificate holder and as an additional insured with respect to operations covered under the contract for all liability coverages except Workers' Compensation and Employer's Liability and Professional Liability, if applicable; and,

2. Grantee shall provide Itasca County thirty (30) days written notice in the event of cancellation, 10 days notice for non-renewal or material change in any described policies.

C. GRANTEE also agrees that any contract let by GRANTEE for the performance of the work on the Site as provided herein shall include clauses that will: (1) require the Contractor to defend, indemnify and hold harmless ITASCA COUNTY, its elected officials, officers, agents and employees for any liability, claims, causes of action, losses, demands, damages, judgments, costs, interest, expenses (including, without limitation, reasonable attorney fees, witness fees and disbursements incurred in the defendant thereof) arising out of or by reason of the acts and/or omissions of said Contractor, its subcontractors, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable for; (2) require the Contractor to provide and maintain insurance in accordance with the following:

a. Workers' Compensation: (Statutory Limits)

Employer's Liability Insurance:

		Limits
1.	Bodily Injury by Accident, each accident	$500,000
2.	Bodily Injury by Disease, policy limit	$500,000
3.	Bodily Injury by Disease, each employee	$500,000

Note: All states endorsement is required if Contractor is domiciled outside the State of Minnesota.

b. Commercial General and Automobile Liability Insurance:

		Limits
1.	Commercial General Liability:	
	Combined Bodily Injury and Property Damage	
	Each Occurrence Limit	$1,500,000
	General Aggregate Limit	$3,000,000
	Products - Completed Operations Aggregate Limit	$3,000,000
	Personal and Advertising Injury Limit	$1,500,000
	Coverages above shall also include:	
	Premises - Operations	
	Contractual Liability (including oral and written contracts)	
	Explosion, Collapse, Underground Property Damage (XCU)	
2.	Automobile Liability including Hired Car and Employers Non-Ownership Liability:	
	Combined Bodily Injury and Property Damage:	
	Each Occurrence Limit	$1,500,000

The above subparagraphs establish minimum insurance requirements and it is the sole responsibility of GRANTEE'S Subcontractor(s) to purchase additional insurance that may be necessary for the project.

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

E. In addition to any other rights contained herein ITASCA COUNTY reserves the right to terminate, suspend or rescind this easement if the GRANTEE is not in compliance with the requirements contained herein and retains all its rights thereafter to pursue any legal remedies against GRANTEE. In the event of a claim giving rise to a coverage question or

dispute, Itasca County is entitled to receive a copy of the applicable Policy giving rise to such question or dispute.

F. The provisions of this section shall survive the termination of this easement in the event the Grantee has not removed all of the personal property the Grantee had placed upon or under the surface of the premises and the Grantor has not exercised its right to remove the property.

XII.

This easement shall not be assignable except upon written consent of the Grantor except that the execution and delivery by the Grantee of a mortgage and deed of trust, with the indentures supplementary to the same, shall not be deemed to be an assignment of this easement or the interest granted hereunder in violation of the provisions of this paragraph. Subject thereto, this easement shall enure to the benefit of and shall be binding upon the successors, assigns, heirs and legal representatives of the parties hereto.

XIII.

Additional construction and maintenance specifications:

A. Right-of-way construction, maintenance and associated activities must be confined to the stated right-of-way. Grantor agrees to grant temporary easements as are reasonably necessary for the purposes of construction and maintenance. No damage or improvements to access roads and other areas may be done outside of the right-of-way without permission from the Land Commissioner. The Land Commissioner must be notified before motor vehicles are used off traveled roadways or on vehicle restricted County trails, or before heavy equipment is moved across this easement or County lands not described herein. Prior approval and notification is not required during emergencies. However, the Land Commissioner must be notified within five (5) days of such use, damage or improvement to permit timely assessment of the extent of damage, if any, and to ensure proper reparations and repairs.

B. All timber, slash, rocks and similar debris left on County land must be disposed of in an manner acceptable to the Land Commissioner.

C. Organic soil material and mineral soil must be left in place on the right-of-way unless approved by the Land Commissioner.

D. **This utility line location must be signed at the property line, all angle points and at other locations as needed so that the distance between signs does not exceed 200 feet**.

E. Upon completion of the right-of-way construction and utility installation, the Grantee shall restore the right-of-way to an environmentally sound condition. This may include, but is not limited to, eliminating any erosion problems and re-establishing stable vegetative cover as acceptable to the Land Commissioner.

F. Construction and maintenance of the utility easement and system will be performed by the Grantee without any cost to the Grantor.

G. Grantee must mark all survey markers within the easement prior to right of way construction and maintenance. Grantee shall restore at Grantee's expense all survey markers damaged by Grantee or Grantee's contractors.

XIV

The Grantee shall not add lines, pipes or pipelines within this easement description unless the Grantee shall have provided to the Grantor updated facility locations.

XV

If at any time the Grantor shall deem it necessary to make any improvements or changes on all or any part of the road right of way on which this utility is located, then and in such event, the Grantee shall within 15 days after written notice from the Grantor, or its authorized agent, proceed to alter, change, vacate or remove said utility from the road right of way so as to conform to said road changes and as directed by the Grantor. Such work shall be done without any cost whatsoever to the Grantor and shall be completed within the date specified in said written notice. The utility shall assume all liability and save the Grantor holder harmless from any and all claims of damage of any nature whatsoever occasioned by reason of not having removed said utility within the time specified in said notice.

IN TESTIMONY WHEREOF, the County Auditor of the County of Itasca, State of Minnesota, has affixed his hand and seal this _____ day of _____, 2023.

COUNTY OF ITASCA
STATE OF MINNESOTA

by_____
Austin Rohling, Itasca County Auditor

State of Minnesota)
) ss
County of Itasca)

On this _____ day of _____, 2023, before me, a notary within and for said County, personally appeared Austin Rohling, County Auditor of said County, to me personally known to be the person who executed the foregoing instrument on behalf of said County and acknowledged that he executed the same in his official capacity as his free act and deed pursuant to statutes in such case made and provided and pursuant to authority of the Itasca County Board of Commissioners.

_____
(Notary Seal) Notary Public

Drafted by: Cindy Shevich, Real Estate Specialist
Itasca County Land Department
1177 LaPrairie Ave
Grand Rapids, MN 55744

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

Tuesday, March 14, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2955

DEPARTMENT: Administrative Services
TIME REQUESTED: 10 Minutes
PRESENTER: Ted Hubbes

AGENDA ITEM:
Proposal for Additional Groundwater Investigation

BOARD ACTION REQUESTED:
Approve Proposal with Braun Intertec for additional groundwater investigation as directed by the Minnesota Pollution Control Agency (MPCA) Superfund Program, for the estimated cost of $28,931, which will not be exceeded by more than 10% without additional authorization.

BACKGROUND:
Additional monitoring wells will need to be installed, monitored and reported tot he MPCA.

As part of the construction of the new Justice Center at the site, large amounts of contaminated soil were removed. In addition, an extensive vapor mitigation system was placed under the building to ensure vapors did not escape into the facility. As part of the approved MN Employment and Economic Development grant, both contaminated soil remediation and downstream monitoring are a requirement to receive allocated grant funding.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. Proposal QTB169544 Itasca County
2. Proposal QTB169544 Itasca County FULLY EXECUTED

03/07/2023

RESULT:	**RECOMMENDED FOR CONSENT NEXT: 03/14/2023 2:30 PM**

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

Braun Intertec Corporation
3404 15th Avenue East, Suite 9
Hibbing, MN 55746

Phone: 218.263.8869
Fax: 218.263.6700
Web: braunintertec.com

January 16, 2023 Proposal QTB169544

Brett Skyles, County Administrator
Itasca County
123 NE 4th Street
Grand Rapids, MN 55744

Re: Proposal for Additional Groundwater Investigation
Proposed Itasca County Jail
1st Avenue Northeast and 4th Street Northeast
Grand Rapids, Minnesota

Dear Mr. Skyles:

Braun Intertec Corporation is pleased to present this proposal for environmental consulting services related to the proposed redevelopment of the referenced site. Background information is included in our previous environmental reports.

After review of our Environmental Investigation Report dated July 5, 2022, the MPCA Superfund Program provided email correspondence dated October 12, 2022. The e-mail indicated that additional monitoring wells should be installed to the west and southwest of monitoring well MW-100 to define the extent and magnitude of impacts in those downgradient directions. MPCA requested that Itasca County provide a Work Plan for Additional Investigation including monitoring well installation and additional groundwater monitoring.

This proposal will outline the revised Scope of Services and provide estimated costs for the proposed work.

Scope of Services

Task 1 – Work Plan

We propose to prepare a Work Plan for submittal to the MPCA Superfund Program. The Work Plan will include proposed methods and procedures for additional investigation.

Task 2 – Additional Groundwater Investigation

Utility Clearance and Surveying

Braun Intertec will stake prospective subsurface exploration locations and obtain surface elevations at those locations using GPS (Global Positioning System) technology. After monitoring well installation, monitoring well top of casing elevations will be surveyed to the nearest 0.01 foot by a licensed surveyor.

Prior to drilling or excavating, Braun Intertec or the subcontractor will contact Gopher State One Call and arrange for notification of the appropriate utility vendors to mark and clear the investigation locations of public underground utilities. You, or your authorized representative, are responsible to notify Braun Intertec before we begin the work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

In addition, Braun Intertec fees include a budget to retain a private locate company to mark private utilities that are not the responsibility of public agencies. Upon the request of Braun Intertec, the property owner must also be available to assist the private locate company in determining the presence of any underground objects or the location of utilities. Braun Intertec will not be liable for any damages resulting from unidentified or misidentified underground objects or utilities. Further, Braun Intertec reserves the right to stop work if underground objects or utilities are suspected or known to exist, but locations cannot be accurately determined.

Off-Site Access

Our proposed investigation includes drilling and sampling on two off-Site properties. Access from off-Site private property owners (City of Grand Rapids and/or Block 37 LLC) will be required before implementing the work.

Soil Borings

Braun Intertec will advance two soil borings to obtain soil samples for field screening. The borings will be advanced to depths ranging from 25 to 30 feet below ground surface (bgs) and will be installed using hollow-stem auger methods.

Soil samples for field screening will be collected at 2.5-foot intervals to the depth of the groundwater table (approximately 25 feet bgs). The work will be completed following Braun Intertec Standard Operating Procedures (SOPs). Following completion, the boreholes will be sealed in general accordance with Minnesota Department of Health (MDH) guidelines.

MDH Environmental Well Sealing Notification Form and Sealing Record

The soil borings are planned to be 25 feet or deeper. The Minnesota Statutes requires Braun Intertec to (1) submit by mail a Well Construction Notification Form and (2) submit a Construction Record after the completion of the borings. *A copy of the Well Construction Notification Form is attached at the end of this proposal for your signature.* The fees for the MDH Well Construction Notification are included in the cost estimate.

Soil Screening

Soil samples from the soil borings will be visually and manually classified in the field by an environmental technician using ASTM D2488 “Standard Practice for Description and Identification of Soils (Visual-Manual Procedures).” Field personnel certified as an asbestos inspector by MDH will examine soil samples for unusual staining, odors, and other apparent signs of contamination. In addition, the soil samples will be screened for the presence of organic vapors using a photoionization detector (PID). The PID will be equipped with a 10.6-electron-volt lamp and calibrated to an isobutylene standard. The PID will be used to perform direct measurement and a headspace method of field analysis as recommended by the Minnesota Pollution Control Agency (MPCA) and in accordance with Braun Intertec Standard Operating Procedures (SOPs).

Soil Sampling and Analytical Testing

Our Work Plan does not propose additional soil analytical testing. If field screening results indicate the need for additional soil analytical testing, we will contact you for authorization.

Monitoring Well Installation, Groundwater Sampling, and Analytical Testing

Two permanent monitoring wells will be installed to evaluate groundwater conditions at the Site. The wells will be permitted with the MDH. Monitoring wells will be developed in accordance with Braun Intertec Standard Operating Procedures (SOPs). Monitoring wells will be allowed to equilibrate for at least three days after development prior to sampling.

Prior to sampling permanent monitoring wells (eight existing wells and two newly installed wells), static groundwater levels in each monitoring well will be measured to the nearest 0.01 foot and recorded. Prior to sampling, each monitoring well will be purged until field parameters measured after a minimum of one well volume removed have stabilized for at least three consecutive readings or until a maximum of five well volumes have been removed. Groundwater samples will be collected using a submersible pump in accordance with Braun Intertec SOPs. Groundwater samples will be placed directly into laboratory-supplied containers, preserved appropriately, and submitted to the laboratory for chemical analysis.

The budget for this task assumes that a total of 24 groundwater samples will be collected from the permanent monitoring wells, including two rounds of samples from ten monitoring wells, and a field blank, trip blank and duplicate sample from each sample round. The samples will be submitted to Test America or another certified laboratory and analyzed for the following parameters:

- VOCs using EPA Method 8260

Investigation Derived Waste (IDW) Management

Well development water from the source area monitoring wells will also be containerized for proper disposal.

Soil cuttings from the drilling investigation locations with no indications of contamination or PID readings greater than 10 ppm will be thin-spread on-Site in a location agreed upon with the project construction team. Well development water from locations with no indications of contamination will be irrigated on Site in a location agreed upon with the project construction team.

Reporting

Verbal results of the investigation will be provided to you as they become available. Upon completion of the on-Site work and receipt of laboratory analytical results, a report will be prepared detailing the methods, results, and conclusions/recommendations. A draft copy of the report will be forwarded to you prior to report finalization.

Cost Estimate

Braun Intertec will provide the services described herein on an hourly and unit-cost basis. The estimated cost breakdown summary is listed below.

Service Description	**Cost**
Work Plan and Off-Site Access	$2,130
Drilling and Monitoring Well Installation	$11,615
Field Work (Drilling and Development)	$3,304
Field Work (Quarterly Groundwater Sampling)	$3,882
Subcontract Analytical Testing (assumes standard turnaround)	$2,100
Reporting (Investigation Report)	$5,900
Estimated Total	**$28,931**

Braun Intertec will begin the project upon receipt of your authorization. The estimated cost of $28,931 presented is based on the Scope of Services described and the assumption that the proposal will be authorized within 30 days and that the project will be completed within the proposed schedule. The estimated cost will not be exceeded by more than 10% without additional authorization.

This cost estimate was developed with the understanding that the scope of services defined herein will be performed during our normal business hours of 7:00 a.m. to 5:00 p.m., Monday through Friday. Services that we are asked to provide outside our normal business hours will be invoiced at 1.25 times the listed hourly rate. Services provided on Sunday or legal holidays will be invoiced at 1.5 times the listed hourly rate. You will be billed only for services provided on a time and material basis.

Scheduling

Field work can be initiated within 3-4 weeks of receiving your authorization, and will be coordinated around site construction activities to the extent possible. A Draft Investigation Report will be forwarded to you within about six weeks after receipt of laboratory analytical results.

If the proposed Scope of Services cannot be completed according to this schedule due to circumstances beyond control, Braun Intertec will notify and discuss with you the revised schedule.

Assessment Limitations

Please note the Scope of Services for the proposed investigation, in conjunction with the existing data, is designed to further evaluate impacts at the Site. However, because there is a fixed number of sampling locations proposed, the Scope of Services proposed herein may not fully define the extent of contamination that may be present at the Site.

Acceptance of Proposal/General Remarks

Braun Intertec appreciates the opportunity to present this proposal to you. This proposal is being sent in an electronic version ***only***. Braun Intertec would be happy to meet with you to discuss our proposed Scope of Services further and clarify the various scope components.

After reviewing this proposal, ***please sign and return one copy to Braun Intertec as notification of acceptance and authorization to proceed***. If anything in this proposal is not consistent with your requirements, please let us know immediately.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

Braun Intertec appreciates the opportunity to provide professional services for you on this project. If you have questions regarding the contents of this proposal, please contact Ted Hubbes at 218.969.5833 or thubbes@braunintertec.com.

Sincerely,

BRAUN INTERTEC CORPORATION

Ted R. Hubbes, PG, CHMM
Group Manager/Senior Scientist

Michael T. Beck, PE
Vice President/Principal Engineer

Attachments:
General Conditions – (1/1/18)

The proposal including the Braun Intertec General Conditions is accepted, and you are authorized to proceed:

_____
Authorizer's Firm

_____
Authorizer's Signature

_____
Authorizer's Name (please print or type)

_____
Authorizer's Title

_____
Date

General Conditions

BRAUN INTERTEC

Section 1: Agreement

1.1 Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

1.2 The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

1.3 In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

Section 2: Our Responsibilities

2.1 We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

2.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and further that site conditions may vary over distance or change over time.

2.4 Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

2.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

2.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

2.7 Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 3: Your Responsibilities

3.1 You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

3.2 You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

3.3 You agree to provide us, in a timely manner, with information that you have regarding buried objects at the site. We will not be responsible for locating buried objects at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects that were not properly marked or identified or of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others furnished to us*.

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site or in a sample provided to us. You agree to provide us with information in your possession or control relating to such materials or samples. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

3.5 Neither this Agreement nor the providing of Services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. *You agree to hold us harmless, defend, and indemnify us from any damages, claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances*.

3.6 Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless expressly set forth otherwise in this Agreement.

3.7 You agree to make all disclosures required by law. In the event you do not own the project site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, penalties, or losses and expenses, including attorney fees, related to failures to make disclosures, disclosures made by us that are required by law, and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.*

Section 4: Reports and Records

4.1 Unless you request otherwise, we will provide our report in an electronic format.

4.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

4.3 If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

4.4 Samples and field data remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are and continue to be your property. They may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

4.5 Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 5: Compensation

5.1 You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

5.4 Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

5.5 If you do not pay us in accordance with this Agreement, you agree to reimburse all costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees and staff time.

5.6 You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

5.8 If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

5.9 In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

Section 6: Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 ***Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of business opportunity, loss of profit or revenue, loss of product or output, or business interruption.***

6.3 You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

6.4 ***For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or $50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to $100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than $500, to compensate us for the greater risk undertaken.*** This increased fee is not the purchase of insurance.

6.5 ***You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.***

6.6 This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of laws rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

6.7 No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

Section 7: General Indemnification

7.1 *We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible*.

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

7.3 You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

Section 8: Miscellaneous Provisions

8.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

8.2 You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

8.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.

8.5 If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

8.6 No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.

BRAUN INTERTEC
The Science You Build On.

Braun Intertec Corporation
3404 15th Avenue East, Suite 9
Hibbing, MN 55746

Phone: 218.263.8869
Fax: 218.263.6700
Web: braunintertec.com

January 16, 2023

Proposal QTB169544

Brett Skyles, County Administrator
Itasca County
123 NE 4th Street
Grand Rapids, MN 55744

Re: Proposal for Additional Groundwater Investigation
Proposed Itasca County Jail
1st Avenue Northeast and 4th Street Northeast
Grand Rapids, Minnesota

Dear Mr. Skyles:

Braun Intertec Corporation is pleased to present this proposal for environmental consulting services related to the proposed redevelopment of the referenced site. Background information is included in our previous environmental reports.

After review of our Environmental Investigation Report dated July 5, 2022, the MPCA Superfund Program provided email correspondence dated October 12, 2022. The e-mail indicated that additional monitoring wells should be installed to the west and southwest of monitoring well MW-100 to define the extent and magnitude of impacts in those downgradient directions. MPCA requested that Itasca County provide a Work Plan for Additional Investigation including monitoring well installation and additional groundwater monitoring.

This proposal will outline the revised Scope of Services and provide estimated costs for the proposed work.

Scope of Services

Task 1 – Work Plan

We propose to prepare a Work Plan for submittal to the MPCA Superfund Program. The Work Plan will include proposed methods and procedures for additional investigation.

Task 2 – Additional Groundwater Investigation

Utility Clearance and Surveying

Braun Intertec will stake prospective subsurface exploration locations and obtain surface elevations at those locations using GPS (Global Positioning System) technology. After monitoring well installation, monitoring well top of casing elevations will be surveyed to the nearest 0.01 foot by a licensed surveyor.

Prior to drilling or excavating, Braun Intertec or the subcontractor will contact Gopher State One Call and arrange for notification of the appropriate utility vendors to mark and clear the investigation locations of public underground utilities. You, or your authorized representative, are responsible to notify Braun Intertec before we begin the work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

In addition, Braun Intertec fees include a budget to retain a private locate company to mark private utilities that are not the responsibility of public agencies. Upon the request of Braun Intertec, the property owner must also be available to assist the private locate company in determining the presence of any underground objects or the location of utilities. Braun Intertec will not be liable for any damages resulting from unidentified or misidentified underground objects or utilities. Further, Braun Intertec reserves the right to stop work if underground objects or utilities are suspected or known to exist, but locations cannot be accurately determined.

Off-Site Access

Our proposed investigation includes drilling and sampling on two off-Site properties. Access from off-Site private property owners (City of Grand Rapids and/or Block 37 LLC) will be required before implementing the work.

Soil Borings

Braun Intertec will advance two soil borings to obtain soil samples for field screening. The borings will be advanced to depths ranging from 25 to 30 feet below ground surface (bgs) and will be installed using hollow-stem auger methods.

Soil samples for field screening will be collected at 2.5-foot intervals to the depth of the groundwater table (approximately 25 feet bgs). The work will be completed following Braun Intertec Standard Operating Procedures (SOPs). Following completion, the boreholes will be sealed in general accordance with Minnesota Department of Health (MDH) guidelines.

MDH Environmental Well Sealing Notification Form and Sealing Record

The soil borings are planned to be 25 feet or deeper. The Minnesota Statutes requires Braun Intertec to (1) submit by mail a Well Construction Notification Form and (2) submit a Construction Record after the completion of the borings. *A copy of the Well Construction Notification Form is attached at the end of this proposal for your signature.* The fees for the MDH Well Construction Notification are included in the cost estimate.

Soil Screening

Soil samples from the soil borings will be visually and manually classified in the field by an environmental technician using ASTM D2488 "Standard Practice for Description and Identification of Soils (Visual-Manual Procedures)." Field personnel certified as an asbestos inspector by MDH will examine soil samples for unusual staining, odors, and other apparent signs of contamination. In addition, the soil samples will be screened for the presence of organic vapors using a photoionization detector (PID). The PID will be equipped with a 10.6-electron-volt lamp and calibrated to an isobutylene standard. The PID will be used to perform direct measurement and a headspace method of field analysis as recommended by the Minnesota Pollution Control Agency (MPCA) and in accordance with Braun Intertec Standard Operating Procedures (SOPs).

Soil Sampling and Analytical Testing

Our Work Plan does not propose additional soil analytical testing. If field screening results indicate the need for additional soil analytical testing, we will contact you for authorization.

Monitoring Well Installation, Groundwater Sampling, and Analytical Testing

Two permanent monitoring wells will be installed to evaluate groundwater conditions at the Site. The wells will be permitted with the MDH. Monitoring wells will be developed in accordance with Braun Intertec Standard Operating Procedures (SOPs). Monitoring wells will be allowed to equilibrate for at least three days after development prior to sampling.

Prior to sampling permanent monitoring wells (eight existing wells and two newly installed wells), static groundwater levels in each monitoring well will be measured to the nearest 0.01 foot and recorded. Prior to sampling, each monitoring well will be purged until field parameters measured after a minimum of one well volume removed have stabilized for at least three consecutive readings or until a maximum of five well volumes have been removed. Groundwater samples will be collected using a submersible pump in accordance with Braun Intertec SOPs. Groundwater samples will be placed directly into laboratory-supplied containers, preserved appropriately, and submitted to the laboratory for chemical analysis.

The budget for this task assumes that a total of 24 groundwater samples will be collected from the permanent monitoring wells, including two rounds of samples from ten monitoring wells, and a field blank, trip blank and duplicate sample from each sample round. The samples will be submitted to Test America or another certified laboratory and analyzed for the following parameters:

- VOCs using EPA Method 8260

Investigation Derived Waste (IDW) Management

Well development water from the source area monitoring wells will also be containerized for proper disposal.

Soil cuttings from the drilling investigation locations with no indications of contamination or PID readings greater than 10 ppm will be thin-spread on-Site in a location agreed upon with the project construction team. Well development water from locations with no indications of contamination will be irrigated on Site in a location agreed upon with the project construction team.

Reporting

Verbal results of the investigation will be provided to you as they become available. Upon completion of the on-Site work and receipt of laboratory analytical results, a report will be prepared detailing the methods, results, and conclusions/recommendations. A draft copy of the report will be forwarded to you prior to report finalization.

Cost Estimate

Braun Intertec will provide the services described herein on an hourly and unit-cost basis. The estimated cost breakdown summary is listed below.

Service Description		Cost
Work Plan and Off-Site Access		$2,130
Drilling and Monitoring Well Installation		$11,615
Field Work (Drilling and Development)		$3,304
Field Work (Quarterly Groundwater Sampling)		$3,882
Subcontract Analytical Testing (assumes standard turnaround)		$2,100
Reporting (Investigation Report)		$5,900
	Estimated Total	**$28,931**

Braun Intertec will begin the project upon receipt of your authorization. The estimated cost of $28,931 presented is based on the Scope of Services described and the assumption that the proposal will be authorized within 30 days and that the project will be completed within the proposed schedule. The estimated cost will not be exceeded by more than 10% without additional authorization.

This cost estimate was developed with the understanding that the scope of services defined herein will be performed during our normal business hours of 7:00 a.m. to 5:00 p.m., Monday through Friday. Services that we are asked to provide outside our normal business hours will be invoiced at 1.25 times the listed hourly rate. Services provided on Sunday or legal holidays will be invoiced at 1.5 times the listed hourly rate. You will be billed only for services provided on a time and material basis.

Scheduling

Field work can be initiated within 3-4 weeks of receiving your authorization, and will be coordinated around site construction activities to the extent possible. A Draft Investigation Report will be forwarded to you within about six weeks after receipt of laboratory analytical results.

If the proposed Scope of Services cannot be completed according to this schedule due to circumstances beyond control, Braun Intertec will notify and discuss with you the revised schedule.

Assessment Limitations

Please note the Scope of Services for the proposed investigation, in conjunction with the existing data, is designed to further evaluate impacts at the Site. However, because there is a fixed number of sampling locations proposed, the Scope of Services proposed herein may not fully define the extent of contamination that may be present at the Site.

Acceptance of Proposal/General Remarks

Braun Intertec appreciates the opportunity to present this proposal to you. This proposal is being sent in an electronic version ***only***. Braun Intertec would be happy to meet with you to discuss our proposed Scope of Services further and clarify the various scope components.

After reviewing this proposal, ***please sign and return one copy to Braun Intertec as notification of acceptance and authorization to proceed***. If anything in this proposal is not consistent with your requirements, please let us know immediately.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

Braun Intertec appreciates the opportunity to provide professional services for you on this project. If you have questions regarding the contents of this proposal, please contact Ted Hubbes at 218.969.5833 or thubbes@braunintertec.com.

Sincerely,

BRAUN INTERTEC CORPORATION

Ted R. Hubbes, PG, CHMM
Group Manager/Senior Scientist

Michael T. Beck, PE
Vice President/Principal Engineer

Attachments:
General Conditions – (1/1/18)

The proposal including the Braun Intertec General Conditions is accepted, and you are authorized to proceed:

Itasca County
Authorizer's Firm

Authorizer's Signature

Burl Ives
Authorizer's Name (please print or type)

County Board Chair
Authorizer's Title

03/14/2023
Date

General Conditions

BRAUN INTERTEC

Section 1: Agreement

1.1 Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

1.2 The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

1.3 In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

Section 2: Our Responsibilities

2.1 We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

2.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and further that site conditions may vary over distance or change over time.

2.4 Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

2.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

2.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

2.7 Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 3: Your Responsibilities

3.1 You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

3.2 You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

3.3 You agree to provide us, in a timely manner, with information that you have regarding buried objects at the site. We will not be responsible for locating buried objects at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects that were not properly marked or identified or of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others furnished to us.*

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site or in a sample provided to us. You agree to provide us with information in your possession or control relating to such materials or samples. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

3.5 Neither this Agreement nor the providing of Services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. *You agree to hold us harmless, defend, and indemnify us from any damages, claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.*

3.6 Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless expressly set forth otherwise in this Agreement.

3.7 You agree to make all disclosures required by law. In the event you do not own the project site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, penalties, or losses and expenses, including attorney fees, related to failures to make disclosures, disclosures made by us that are required by law, and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.*

Section 4: Reports and Records

4.1 Unless you request otherwise, we will provide our report in an electronic format.

4.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

4.3 If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

4.4 Samples and field data remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are and continue to be your property. They may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

4.5 Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 5: Compensation

5.1 You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

5.4 Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

5.5 If you do not pay us in accordance with this Agreement, you agree to reimburse all costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees and staff time.

5.6 You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

5.8 If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

5.9 In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

Section 6: Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 ***Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of business opportunity, loss of profit or revenue, loss of product or output, or business interruption.***

6.3 You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

6.4 ***For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or $50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to $100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than $500, to compensate us for the greater risk undertaken.*** This increased fee is not the purchase of insurance.

6.5 ***You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.***

6.6 This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of laws rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

6.7 No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

Section 7: General Indemnification

7.1 *We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.*

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

7.3 You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

Section 8: Miscellaneous Provisions

8.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

8.2 You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

8.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.

8.5 If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

8.6 No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.

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

Tuesday, March 14, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2948

DEPARTMENT: Sheriff
TIME REQUESTED: 15 Minutes
PRESENTER: Joe Dasovich

AGENDA ITEM:
Itasca County Court Services Security Preparedness Course

BOARD ACTION REQUESTED:
Approve the Sheriff's Office to schedule training to prepare Itasca County personnel to deliver safe, secure and efficient court services and discuss funding options.

BACKGROUND:
Attached is a proposal for training services from TJA Use of Force Training, LLC and an invoice for the cost of $14,000. TJA will provide training and certification for up to 20 Itasca County personnel, which ensures Itasca County personnel are prepared to utilize comprehensive security techniques to facilitate safe and orderly court operations in Itasca County Court Facilities.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. TJA Training Proposal
2. TJA Training Invoice

03/07/2023

RESULT:	**RECOMMENDED FOR CONSENT NEXT: 03/14/2023 2:30 PM**

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

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

Tuesday, March 14, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2956

DEPARTMENT: Environmental Services
TIME REQUESTED: 15 Minutes
PRESENTER: Bill Grantges

AGENDA ITEM:
Itasca SWCD AIS Program SFY 2024 Budget Proposal

BOARD ACTION REQUESTED:
Approve the State Fiscal Year (SFY) 2024 Itasca County SWCD AIS Program Budget Proposal.

BACKGROUND:
See attached.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Itasca SWCD AIS Program SFY 2024 Budget

03/07/2023

RESULT:	**RECOMMENDED FOR CONSENT NEXT: 03/14/2023 2:30 PM**

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

Itasca County Soil and Water Conservation District
Aquatic Invasive Species (AIS) Program SFY 2024 Budget

In 2014, Minnesota Statute 477A.19 was enacted to provide $10 million to counties each year to prevent the introduction and limit the spread of aquatic invasive species (AIS). The funds are allocated based on each county's share of watercraft trailer launches (50%) and each county's share of watercraft trailer parking spaces (50%). It is up to individual counties to make decisions on how the funds are to be used while still abiding by all current laws and regulations. Itasca County through a cooperative agreement, allocates these funds received to the Itasca Soil and Water Conservation District. This budget shows how those AIS funds received from the county will be allocated. This draft of the SFY 2024 AIS Budget was drafted by Bill Grantges, Itasca SWCD AIS Program Manager, and Chris Evans, Itasca SWCD AIS Specialist, and assistant AIS Coordinator. On Tuesday, January 3, 2023, Andy Arens, Itasca SWCD District Manager, and the Itasca SWCD AIS Technical Advisory Committee reviewed this draft budget and recommended that it be forwarded to the SWCD Board of Supervisors for their review. The Itasca SWCD Board of Supervisors approved this budget on February 14, 2023.

The Itasca SWCD AIS Program has four “priority areas”. The four Priority Areas, are:

Prevention: priorities include AIS watercraft inspection and decontamination program, enforcement, education, public landing infrastructure improvements, partnerships (anglers, fishing guides, bait shops, hunters, marine businesses, float plane operators and all other businesses)

Monitoring and Control: priorities include coordinating trained SWCD AIS field crew(s) for early detection, control, and monitoring of AIS in Itasca County lakes and rivers. Supplemental training and education will be provided for AIS professionals of Itasca County.

Community Action Projects: priorities include managing a small grants program that enables organizations, associations, or individuals to further AIS prevention locally by means of enhancing other AISP programs or innovative projects, matching funds required to leverage AIS prevention efforts.

Awareness and Training: priorities include managing public communications, mass media programs, AIS awareness at public events, printed materials, outreach to new partners or external AIS partners, AIS programs for youth, contributing website content and collateral support for other priority areas’ communication needs. Public training on AIS as well as Citizen science training for the early detection of AIS and AIS identification will be offered to citizens of Itasca County.

This budget allocates funds to Itasca County, the four Priority Areas, Itasca SWCD AIS Administration, and SWCD AIS Personnel accounts.

Submitted by Bill Grantges, AIS Program Manager March 1, 2023

Itasca SWCD AIS Program
State Fiscal Year 2024 Budget
Proposal to Itasca County Board of Commissioners
SFY 2023 7/1/22 - 6/30/23
SFY 2024 7/1/23 - 6/30/24

		State Fiscal Year 2024		
	SFY 2023 Total	**SFY 2024 Total**	1st half 7/1/23 to 12/31/23	2nd Half 1/1/24 to 6/30/24
Income				
AIS State Funding Allocation To County	638,124	**637,060**	318,530	318,530
Total Income	638,124	**637,060**	318,530	318,530
Itasca County Allocations				
County Admin	3,000	**3,000**	1,500	1,500
Itasca SWCD	635,124	**634,060**	317,030	317,030
Total Itasca County Allocations	638,124	**637,060**	318,530	318,530
Itasca SWCD Allocation from County	635,124	**634,060**	317,030	317,030
Itasca SWCD Allocations				
Admin	16,000	**7,500**	-	7,500
Personnel	172,000	**184,000**	90,000	94,000
Priority Areas				
Prevention	400,000	**351,600**	192,000	159,600
Monitoring & Control	-	**43,500**	13,500	30,000
Community Action Projects	14,500	**40,000**	20,000	20,000
Awareness & Training	31,624	**7,460**	1,530	5,930
Total Itasca SWCD Allocations	634,124	**634,060**	317,030	317,030

Itasca SWCD AIS Program
Proposal
State Fiscal Year 2024 Budget
SFY 2023 7/1/22 - 6/30/23
SFY 2024 7/1/23 - 6/30/24

Adminstrative Charges

SWCD Allocations	SFY 2023	SFY 2024
Income	16,000	7,500
Admin. Asst.	205	205
District Mngr.	88	88
Admin. Asst. Draw	10,390	7,165
District Mngr. Draw	4,963	12,431
Total Draw	15,353	19,596
Balance	13,548	4,250

Personnel Charges

SWCD Allocations	SFY 2023	SFY 2024
Income	172,000	184,000
AIS Prgm. Manager	88,223	95,087
AIS Specialist	76,679	89,827
Total	164,902	184,914
Balance	17,700	16,786

All pay rates are fully burdened

Itasca SWCD AIS Program
Proposal
State Fiscal Year 2024 Budget
SFY 2023 7/1/22 - 6/30/23
SFY 2024 7/1/23 - 6/30/24

Prevention Priority Area

Expenses		SFY 23 Totals	**SFY 24 Totals**
Inspector Full Time Equivalent (FTE)		24.7	25
Personnel Total		398,536	404,257
Operations			
Fuel	2006 F250 (Blue)	680	650
	2016 Van (White)	1,489	1,755
	2021 RAM	1,639	1,880
	Total Fuel	3,808	4,285
Capital Equipment Fund (truck, boat, decon…)		-	10,000
New Truck		40,000	40,000
24/7 Decon R&D		-	-
Deer Lake Decon Operating stipend		2,500	2,500
New Decon Operating Stipend		1,250	1,500
CD-3 Operating Expenses $1,000/year each		2,000	2,200
Repairs		3,650	3,650
Equipment		1,800	1,200
Supplies		1,350	1,350
Total Operations		55,678	66,685
Total Expenses		454,214	470,942
Income			
Roll-Over		93,832	154,920
County Funds		387,000	351,600
CAP		53,000	65,000
Total Income		533,832	571,520
Prevention Net Balance		115,629	100,577

Itasca SWCD AIS Program
Proposal
State Fiscal Year 2024 Budget
SFY 2023 7/1/22 - 6/30/23
SFY 2024 7/1/23 - 6/30/24

Control & Monitoring Priority Area

	SFY 2023 Total	**SFY 2024 Total**
Expenses		
Personnel Count	3	3
Total All Personnel	37,386	46,076
Operations		
Repairs	5,000	2,500
Maintenance	2,000	2,000
Equipment	-	1,500
Supplies	2,000	1,500
ID Materials	1,000	500
Fuel	4,500	3,850
Licenses	1,225	50
Total Operations	15,725	11,900
Other		
Conferences/Training/Wkshp	-	600
Boat/Motor Replacement	35,000	-
Total Other	35,000	600
Total Expenses	88,111	58,576
Income		
Beginning C&N Net Balance	78,995	14,563
State AIS Aid	-	43,500
U.S. Forest Service RAC Grant	10,000	15,000
CAP	-	-
Fuel Reimbursement	-	-
Total Income	88,995	73,063
Ending C&M Net Balance	7,884	14,460

Itasca SWCD AIS Program
Proposal
State Fiscal Year 2024 Budget
SFY 2023 7/1/22 - 6/30/23
SFY 2024 7/1/23 - 6/30/24

Awareness & Training Priority Area

	SFY 2023	**SFY 2024**		
	Total	**Total**	1st half	2nd half
			7/1/23 to 12/31/23	1/1/24 to 6/61/24
Income				
Beginning Net Balance	3,325	**805**	765	40
County AIS Funds	31,624	**7,460**	1,530	5,930
Income Total	30,949	**8,265**	2,295	5,970
Expenses	-			
Tim Terrel MN Traditions	10,000	**5,000**	-	5,000
Traffic Counters 1@$1,500	3,000	**-**	-	-
Promotions	9,100	**550**	550	-
Publications & mailings	2,350	**500**	500	-
Conferrences & meetings	485	**600**	300	300
Public events	1,000	**1,425**	830	595
Fuel	75	**150**	75	75
Equipment	3,250	**-**	-	-
Total Expenses	29,260	**8,225**	2,255	5,970
Net	2,077	**40**	40	-

Itasca SWCD AIS Program
Proposal
State Fiscal Year 2024 Budget
SFY 2023 7/1/22 - 6/30/23
SFY 2024 7/1/23 - 6/30/24

Community Action Projects Priority Area

	State Fiscal Year					
	2023			2024		
	1st Half 7/1/22 to 12/31/22	2nd Half 1/1/23 to 6/30/23	SFY 2023 Total	**SFY 2024 Total**	**1st half 7/1/23 to 12/31/23**	**2nd Half 1/1/24 to 6/30/24**
SWCD Allocations	14,500	-	14,500	**40,000**	**20,000**	**20,000**
Balance 12/31/2022	36,294					

2023 Approved Grants

		Grantee Income	CAP Match	Total Grant	Priority Area
Supplemental Inspection Hours					
	Deer	15,000	15,000	30,000	Prevention
	Swan	1,000	1,000	2,000	Prevention
	Wabana Chain of Lakes	5,000	5,000	10,000	Prevention
	Wabana Township	2,500	2,500	5,000	Prevention
	Turtle	-	-	-	Prevention
		23,500	23,500	47,000	Prevention
Decon Staffing	Wabana Chain of Lakes	7,500	7,500	15,000	Prevention
				15,000	Prevention
AIS Infestation Treatments					
These will be paid out in Sept '23	City of Grand Rapids	7,500	7500	15,000	CAP
	Grennway Township	1,050	1050	2,100	CAP
		8,550	8,550	17,100	CAP
Total CAP funds awared for 2023			39,550		
Total grantee match		39,550			

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

Tuesday, March 14, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2774

DEPARTMENT: Administrative Services
TIME REQUESTED: 10 Minutes
PRESENTER: Chair

AGENDA ITEM:
Citizen Input

BOARD ACTION REQUESTED:
Receive Citizen Input

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

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Citizen Input Sign-up Sheet
2. Citizen eInput - J Ducharme

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

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

Tuesday, March 14, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2966

DEPARTMENT: Administrative Services
TIME REQUESTED: 15 Minutes
PRESENTER: Loren Solberg, Senator Farnsworth

AGENDA ITEM:
Legislative Conference Call

BOARD ACTION REQUESTED:
Hold a Legislative Conference Call with Itasca County delegation and Lobbyist Loren Solberg.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. 2023 Legislative Priorities FINAL

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

ITASCA COUNTY

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

Itasca County
2023 Legislative Priorities

- Canisteo Mine Pit – Dewatering efforts.
- Hwy 169 – Support efforts for double lane completion.
- Increased PILT reimbursement.
- Fully fund Probation Officers Reimbursement according to M.S.A. 244.19. Reimbursement to Itasca County should be 50% of salary costs, currently at 26%.
- Increased County Program Aid – direct reduction to property tax.
- Property Valuation Caps – Pass legislation that limits year over year property valuation increases.
- Short-term Rentals: VRBO's/Air B&B – State reform is needed.
- Hill Annex Mine – Support efforts to keep this open.
- State property tax assessed asset valuations cases – aid for Counties in back payments and future liabilities.
- Anoka Regional Treatment Center cost shift to Counties – placements cost County's over $40,000 per month with little or no input from the County.
- Keeping value-based reimbursement in place without reducing the rates – essential for Skilled Nursing Facilities who have made investments in staff and resources expecting the value-based reimbursement to continue.
- Appropriate reimbursement on ICWA funding based on costs and utilization.
- Require DHS to follow state statute regarding Medicaid/Medicare Advantage/Special Needs Basic Care Procurement processes.
- Place moratorium on cervid farms and transport.
- Continued investment in Broadband focusing on greater MN.

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

Tuesday, March 14, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2964

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:

- Congratulations to Brenda Harthan who has accepted a promotion from Eligibility Specialist to Child Support Officer, Health & Human Services Department effective March 5, 2023.
- Welcome to new employee Jessyca Bardzel, Social Worker, Family Services Division of Health & Human Services, effective March 6, 2023.
- Farewell to Kris Miller whose last day as a Deputy Sheriff/Sergeant will be March 26, 2023 after 18 years of service.
- Farewell to Ryan Newman whose last day as a Staff Forester, Land Department will be March 14, 2023 after 10 years 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, March 14, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2816

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 March 17, 2023, in the amount of $534,452.24.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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

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

Tuesday, March 14, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2965

DEPARTMENT: Auditor / Treasurer
TIME REQUESTED: < 5 Minutes
PRESENTER: Deb Davis

AGENDA ITEM:
New On-Sale/Sunday Wine License

BOARD ACTION REQUESTED:
Approve new On-Sale/Sunday Wine License for Cut Foot Sioux Resort LLC dba: Cut Foot Sioux Resort located at 44394 State Highway 46, Deer River MN 56636.

BACKGROUND:
This establishment currently has a 3.2 beer license. The owners are in the process of making upgrades to the resort to add food service along with wine sales (which includes strong beer). The Department of Alcohol and Gambling requires a state inspection of the premises upon completion of the upgrades and the owners would like to be open with the new amenities by fishing opener. I am requesting approval at this meeting to allow the state plenty of time to schedule the inspection and approve the new license by the anticipated opening date.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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

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

Tuesday, March 14, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2962

DEPARTMENT: Management Information Services **TIME REQUESTED:** 10 Minutes
PRESENTER: Chris Gunderson

AGENDA ITEM:
Risk Assessment/Incident Response Planning Contract

BOARD ACTION REQUESTED:
Review the available quotes and authorize the IT Director to contract for Risk Assessment and Incident Response Planning services.

BACKGROUND:
During a recent Department of Commerce audit of IMCare, there was a finding that Itasca County should have a formalized Cybersecurity Incident Response Plan based on a formal risk assessment. The Board directed the IT Director to get additional bids during the 21 February work session.

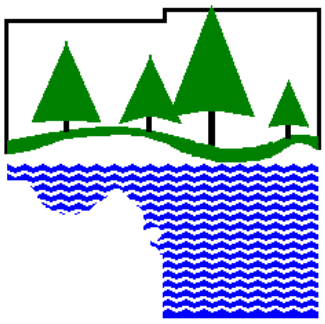
In order to meet the RBA deadline, this RBA has been submitted while we are still awaiting additional quotes. These will be provided to the County Attorney's office as they come in.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. MIS Incident Response Planning - Executive Summary
2. Cyber Risk Assessment Quote Heartland_Business_Systems.300468.v1.21 3-7-23
3. FRSQ 7611 Itasca County - Incident Response Services
4. County_of_Itasca_MN_Risk Assessment_SHI_Fixed_SOW_v1-0_03082023

Motion To: Authorize the IT Director to contract with FRSecure for Risk Assessment and Incident Response Planning services.

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



MIS Incident Response Planning Executive Summary

Prepared by: Chris Gunderson

Background:

In 2022 the IMCare division underwent a Department of Commerce audit. That audit focused on cybersecurity and the auditors determined that Itasca County requires an external Cybersecurity Risk Assessment to drive creation of an Incident Response Plan.

Based on recommendations from several other county-level IT Directors and one of IMCare's partner organizations, we reached out to FRSecure for a bid on these services. Because the bid came in very close to the $50,000 cutoff, the Board directed that we seek additional bids.

We have now received bids from Heartland Business Systems and Foresite in addition to the initial bid from FRSecure.

All three bids include a Risk Assessment, Incident Response Planning, an Incident Response Table Top exercise, and 25 retainer hours for real-world incident response.

FRSecure:

Cost: $68,000 ($48,000 for initial assessment, response planning, and 25 retainer hours in year 1, plus $10,000 per year for additional retainer hours in year 2 and 3.)

Three Year Cost: $68,000

Foresite/SHI:

Total Cost: $46,625 (Per year cost of Incident Response Retainer hours is $12,500 if we want to contract additional years).

Three Year Cost: $71,625

Heartland Business Systems:

Total Cost: $49,670 (Per year cost of Incident Response Retainer is $8,125 if we want to contract additional years).

Three Year Cost: $65,920

Recommendation:

Although Heartland Business Systems has the highest first year cost, their retainer cost going forward is the least expensive. As of the submission of this RBA, however, Heartland Business Systems has not provided an amended contract with MN Data Practices language as recommended by the County Attorney's Office.

FRSecure comes highly recommended by several County IT Directors and PrimeWest. They have been exceptionally responsive during the bid process and immediately amended their contract to include the MN Data Practices language.

While Foresite/SHI came in with the lowest first-year bid, the cost of additional retainer hours in the future is the highest.

Barring any concerns from the County Attorney's office, if Heartland Business Systems amends their contract to include the MN Data Practices language I recommend we contract with them. If not, I recommend we proceed to contract with FRSecure based on cost and recommendations from other agencies.

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

Tuesday, March 14, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2968

DEPARTMENT: Environmental Services **TIME REQUESTED:** 10 Minutes
PRESENTER: Daniel Swenson

AGENDA ITEM:
Public Hearing Re: Conditional Use Permit (CUP) submitted by Steven Moe

BOARD ACTION REQUESTED:
Hold a public hearing for the Conditional Use Permit (CUP) application submitted by Steven Moe (Parcel #19-020-1203) for commercial mini storage as approved by the Planning Commission at their regular meeting on March 8th, 2023

BACKGROUND:
On March 8th, 2023 the Itasca County Planning Commission/Board of Adjustment reviewed a Conditional Use Permit (CUP) submitted by Steven Moe for commercial mini storage. It is the PC/BoA recommendation to the Itasca County Board of Commissioners that this CUP be approved according to the PC/BoA Findings of Fact, Conclusion of Law, Order and Resolution that sets forth the CUP background and processing information. Per Section 2.5 of the Itasca County Zoning Ordinance, a CUP that is of a commercial nature in a Farm Residential Zone, that is not listed as a permitted or conditional use, must be approved by the Itasca County Board.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Moe CUP Packet
2. Moe CUP Criteria

Motion To: Approve the Conditional Use Permit (CUP) Application submitted by Steven Moe for commercial mini storage on Parcel #19-020-1203, as approved by the Planning Commission at their regular meeting on March 8, 2023 per attached Findings of Fact, Conclusions of Law, Order and Resolution.

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

DATE 1/30/23 PHONE # _____ PERMIT # _____

ITASCA COUNTY CONDITIONAL USE APPLICATION
USES NOT PROVIDED FOR WITHIN ZONING DISTRICTS

APPLICANT/ADDRESS 32327 LAPLANT ROAD, STEVEN MOE
Grand Rapids, MN 55744

AGENT/ADDRESS _____

PROPERTY ADDRESS 32381 LAPLANT ROAD, Grand Rapids

PROPERTY DESCRIPTION/PARCEL # 19-020-1203 E 165' of W 660' of NW NE, S. 20, 54-25

ZONE DISTRICT Farm Resident. LAKE NAME/CLASS N/A EX. USE RESIDENCE

DESCRIPTION OF PROPOSED USE MINI STORAGE BUILDING

ATTACH A MAP SHOWING PROPERTY LOCATION, EXISTING CONDITIONS, PROPOSED DEVELOPMENT, AND NEARYBY USES, INCLUDING ANY OTHER INFORMATION THAT IS PERTINENT TO THIS REQUEST.

MANDATORY LAKESHORE MITIGATION PRACTICES: *(To be included with the C/U application)*

A. Septic System: Certified_____; Shall be Upgraded _____ with Permit/Design obtained by: _____
Certification of New Septic System by:_____;

B. Erosion control, storm water management, and mitigation plan. This plan shall describe erosion control during/after construction, storm water management/runoff control and mitigation/buffer screening. The mitigation plan shall require a shoreline buffer which shall be in the shore impact zone and consist of trees, shrubs and ground cover of native plants and understory to effectively screen structure(s) as viewed from the waters. This may be accomplished by working with Itasca SWCD or other sources but said plan must be reviewed by Itasca SWCD. The required buffer shall be as follows:

Lake Class	Buffer (Distance from OHWL landward)
GD	10'
RD	15'
NE &PSL	50'

Plant materials for native vegetation buffers shall be as prescribed according to the landscape position, water table, soil type and exposure of the project site. For every 5,000 square feet of buffer are, there shall be a variety of types of native trees, shrubs, forbs, and grasses planted to achieve full coverage. The survival of planting materials must be maintained for a minimum of five years, so that the approved coverage plan is adhered to.

SITE INSPECTION. The applicant acknowledges that no one can be prohibited from coming onto the property when the site is inspected by the Planning Commission or County Board. Photographs may be taken at the site inspection and displayed at the public hearing for use in the decision making process.

Unless otherwise stipulated, a conditional use permit shall remain in effect for so long as all conditions agreed upon are observed. Legal action may result if the provisions and conditions are not complied with as set forth in the application. Upon approval of this conditional use, it shall be the responsibility of the applicant to notify the Environmental Services Department, upon completion of the project, including any conditions. The property may be inspected at any time to assure and affirm all conditions and terms of the permit are in compliance.

SIGNATURE/DATE: _____ 1-30-23

PCBA 01
CJPCBA

On 1/30/23, the Environmental Services Department received the completed application, accompanying information and the fee is paid in full. A copy of the information handout has been given to the applicant/agent.

THE APPLICANT HAS THE BURDEN OF DEMONSTRATING A RIGHT TO A CONDITIONAL USE BY SHOWING [DETAILED EXPLANATION] THAT ALL OF THE FOLLOWING STANDARDS AND CRITERIA WILL BE SATISFIED.

1. Describe how the proposed use conforms to the comprehensive plan of the County. TO SERVE AREA storage needs

2. Describe how the use is compatible with the existing neighborhood. Commercial property next parcel to the west. The building would be off road for quite aways & would be built as to not be an "eye sore".

3. Describe how the use shall not materially adversely impact air quality, water quality or cause soil disturbance. gravel/sand under concrete floating slab - not penetrations into ground - no septic - no well.

4. Describe how the site has sufficient access for ingress and egress and is adequate for water supply and sewage treatment. ONE ENTRANCE OFF LAPLANT Rd. WATER & SEPTIC not needed.

5. Describe how the use shall not cause unsafe or unhealthy conditions. Building on [redacted] SLAB that is all that is required

PERMIT APPROVAL: In accordance with MS#15.99, Itasca County must approve or deny the variance application within 60 days of submission of the completed application/fee. If said application is denied, the reason/s must be stated in writing at the time of denial. This time line may be extended by Itasca County for another 60 days provided the applicant/s receive written notice with reasons for the extension. The extension may not exceed 60 days unless approved by the applicant. The 60 days will end on: 3/31/2023.

On _____ Planning Commission/BoA authorized an extension for the following reasons with an expiration date of:

Authorizing Signature and Date: _____

On _____ the applicants hereby waive the time frame requirements set forth in MS#15.99:

_____ Witness: _____

Signatures

PCBA O/a
C:PCBA

RECOMMENDATIONS

TOWN BOARD OF _____ APPROVAL CHAIR_____
OR AMEMD DATE_____
UNORGANIZED TOWNSHIP REJECTION COMMISSIONER_____

REASONS:_____

When a land use in any zoning district is not specifically listed as a Permitted Use or Conditional Use, the land use may be considered as a Conditional Use. The applicant shall make a showing that the proposed use is similar to a Permitted Use or Conditional Use, consistent with the purpose of the zoning district in which the proposed use will be located, compatible with surrounding uses, and conforms to the Comprehensive Land Use Plan. The Zoning Administrator shall determine if the Conditional Use Permit Application is complete and then submit the Application for consideration by the Planning Commission. If the use is of a commercial nature and proposed for a residential zoning district (Rural Residential or Farm Residential), the Planning Commission shall hold a public hearing, evaluate the Application under the criteria in Article 21, and submit a report of its finding and recommendations to the County Board. The County Board shall hold a public hearing, evaluate the Application under the criteria in Article 21, consider the Planning Commission's report, and act on the Application.

On 3/8/2023 the Planning Commission/Board of Adjustment unanimously/ majority vote

APPROVED AMENDED DENIED a Conditional Use for: commercial mini storage

as per findings of fact

[description of conditional use and conditions or reasons for denial]

Chairperson – Itasca County Planning Commission/Board of Adjustment

DECISION

On _____ the County Board of Commissioners, unanimously/ majority vote

APPROVED AMENDED DENIED a Conditional Use for: _____

[description of conditional use and conditions or reasons for denial]

Chairperson – Itasca County Board of Commissioners

Approval includes the findings of fact and compliance with all County, State and Federal Rules, Regulations and Statutes as required by law. In accordance with Section 18.4.1 of the Zoning Ordinance , any aggrieved person may obtain judicial review by obtaining a writ of certiorari from Court of Appeals within 60 days after receipt of due notice of the proceeding and decision sought to be reviewed and by serving said writ upon the Itasca County Auditor and any other adverse party within such period of 60 days.

PCBA 016
C:\PCBA

HARRIS TOWNSHIP'S "FACTS OF FINDINGS"

Criteria Necessary for Granting a Recommendation for a CONDITIONAL USE PERMIT

To make an affirmative recommendation of a Conditional Use Permit to the Itasca County Planning Commission and Board of Adjustment, the Harris Town Board must identify all positive findings as specified:

REQUEST FROM: Steve Moe **DATE:** 2/22/2023

REQUEST FOR: Conditional Use Permit

1. **Is the use consistent with the Harris Township Comprehensive Plan?** (Yes) or No or N/A
   Comments:

2. **Is the conditional use compatible with the existing neighborhood?** (Yes) or No or N/A
   Comments: Other Businesses are Commercial.

3. **Have environmental concerns or precautions been addressed?** (Yes) or No or N/A
   Comments:

4. **Does the site have sufficient vehicle access in and out of the property,** (Yes) or No or N/A
   and is there adequate parking space (if applicable)? (Yes) or No or N/A
   Comments:

5. **Is there adequate water supply and sewage treatment for the request?** Yes or No or (N/A)
   Comments:

6. **Have potential unsafe or unhealthy conditions been addressed?** (Yes) or No or N/A
   Comments:

Other Comments: Motion made by Supervisor Schack and seconded by Supervisor Davies. Ayes-5; Nay-0 Motion carried.

Based on the criteria above, the Harris Town Board will make the following recommendation to the Itasca County Planning Commission / Board of Adjustment regarding the Conditional Use Permit request:

__V__ *RECOMMEND AS PRESENTED/REQUESTED* _____ *DO NOT RECOMMEND*

_____ *RECOMEND IF AMENDED AS FOLLOWS:*

_____

Signed, the Harris Township Board of Supervisors:

Peggy Clayton, Chair

Mike Schack

Ryan Davies

Dan Gilbert

Jim Kelley

Note:
The Harris Town Board reserves the right to change or amend their recommendation, based on new information, up until the scheduled public hearing by the Itasca County Planning Commission / Board of Adjustment

DATE: 2/22/2023

PCBA o/c

INTERPRETATION:
The applicant proposes to use this parcel for commercial mini storage. The parcel is zoned Farm Residential.

ZONING ORDINANCE (Effective 5/1/2018)

Section 2.5 Uses Not Provided for Within Zoning Districts
When a land use in any zoning district is not specifically listed as a Permitted Use or Conditional Use, the land use may be considered as a Conditional Use. The applicant shall make a showing that the proposed use is similar to a Permitted Use or Conditional Use, consistent with the purpose of the zoning district in which the proposed use will be located, compatible with surrounding uses, and conforms to the Comprehensive Land Use Plan. The Zoning Administrator shall determine if the Conditional Use Permit Application is complete and then submit the Application for consideration by the Planning Commission. The Application shall be accompanied by the appropriate fee for a Conditional Use Permit. If the use is of a commercial nature and proposed for a residential zoning district (Rural Residential or Farm Residential), the Planning Commission shall hold a public hearing, evaluate the Application under the criteria in Article 21, and submit a report of its finding and recommendations to the County Board. The County Board shall hold a public hearing, evaluate the Application under the criteria in Article 21, consider the Planning Commission's report, and act on the Application. A notice of extension of the 60-day time deadline requirement of Minn. Stat. 15.99 shall be provided if necessary.

REQUEST OF APPLICANT FOR INTERPRETATION:
Attachment: Application submitted 1/30/2023 from Steven Moe for the E 165' of W 660' of NW NE, Section 20, Harris Township (Parcel #19-020-1203)

Based on the application and the following, my determination is that the proposed commercial mini storage would be appropriate for a conditional use based on the following:

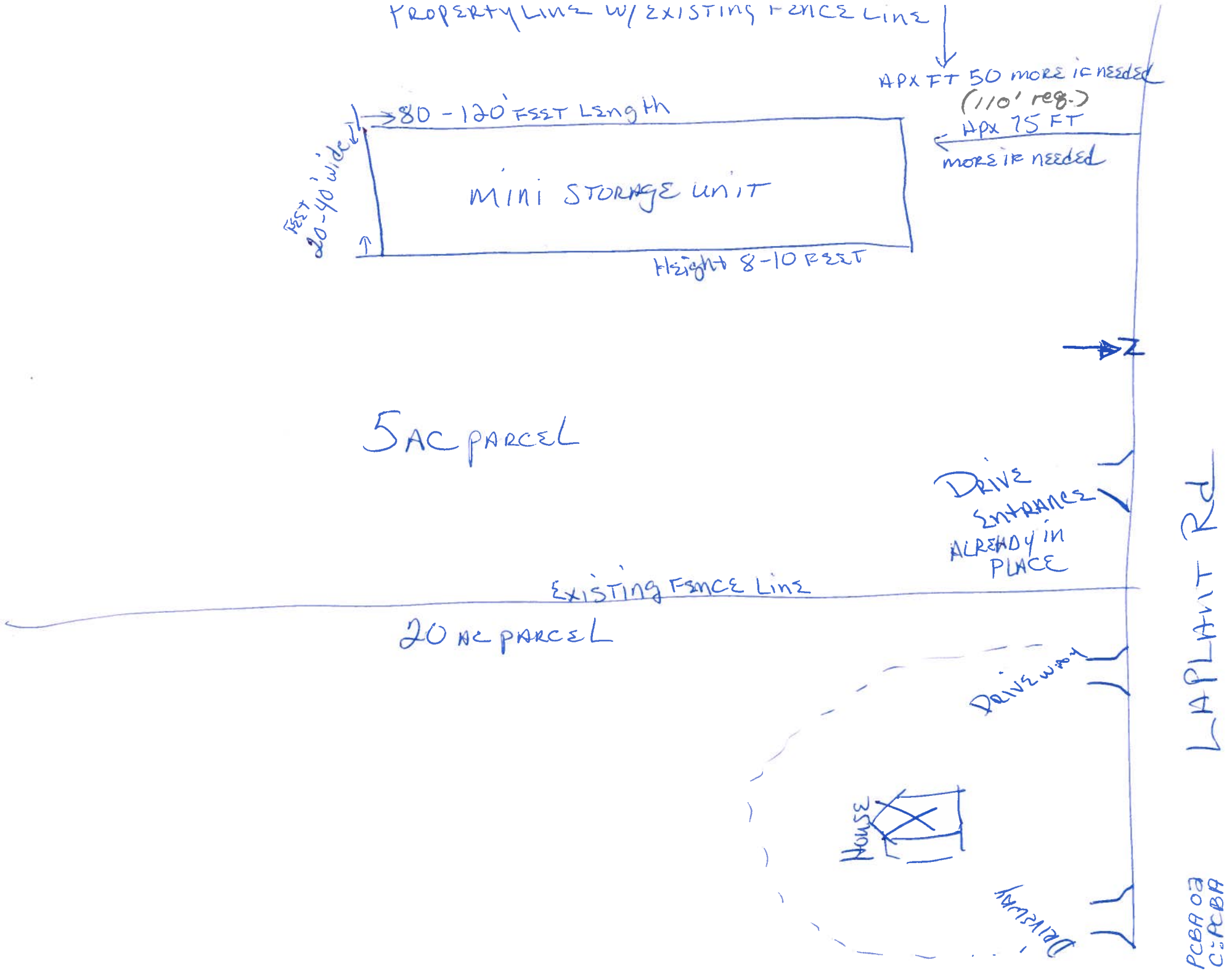
- The proposed use will be sited on lands which are less suitable for commercial agriculture and forestry than other agricultural lands within the zoning districts per Section 6.4.1 of the Ordinance;
- The proposed use shall be sited on a parcel in a manner which minimizes the amount of productive agricultural and forest land that is converted to the proposed use per Section 6.4.2 of the Ordinance;
- The proposed use shall be located in close proximity to existing buildings whenever possible and appropriate as per Section 6.4.3 of the Ordinance;
- Such permitted and conditional uses have been granted on other parcels and the proposed use would be a combination of such uses; and
- Conditional Use Permits are intended for uses that would not be appropriate generally or without restrictions through the zoning district, but which is controlled as to number, area, location with the neighborhood, and other pertinent considerations would not be injurious to the public health, safety, welfare, morals order, appearance, prosperity, or general welfare thereof. Such uses may be granted by issuance of Conditional Use Permits by the Planning Commission.

Signed: _____ Date: 2-2-2023
Dan Swenson, Environmental Services Director.

NOTE: This document shall be attached to the Conditional Use Permit Application.

COPY: File, Steven Moe, PC/BOA

PCBA old


PROPERTY LINE W/ EXISTING FENCE LINE
APX FT 50 MORE IS NEEDED
(110' req.)
APX 75 FT
MORE IS NEEDED
80 - 120' FEET LENGTH
FEET 20-40' WIDE
MINI STORAGE UNIT
HEIGHT 8-10 FEET
N
5 AC PARCEL
DRIVE ENTRANCE ALREADY IN PLACE
EXISTING FENCE LINE
20 AC PARCEL
DRIVEWAY
HOUSE
DRIVEWAY
LAPLATA Rd
PCBA 03
C: PCBA

STATE OF MINNESOTA
COUNTY OF ITASCA COUNTY

ITASCA COUNTY PLANNING COMMISSION/BOA
REGULAR DIVISION

In Re:

FINDINGS OF FACT/CONCLUSIONS OF LAW
RESOLUTION AND ORDER

The Conditional Use Permit (CUP) submitted by: Steven Moe, 32327 LaPlant Rd., Grand Rapids, MN 55744

Location of Property: 32381 LaPlant Rd., Grand Rapids, MN 55744
E 165' of W 660' of NW NE, Section 20, Harris Township 54-25
Parcel #19-020-1203

This matter came before the Itasca County Planning Commission/Board of Adjustment (PC/BoA), for public hearing, at their regular meeting on 3/8/2023 with Steven and Janice Moe present as representatives. In addition to Board Members Bellomy, Maasch, Butterfield & Kortekaas, also present were Environmental Services Director Dan Swenson and Peggy Clayton, Harris Township. Upon the records, files and proceedings herein, the Board makes the following:

FINDINGS OF FACT

1. The parcel is:
   - A total of 4.80 acres in area;
   - Borders LaPlant Road/County State Aid Highway;
   - Zoned Farm Residential;
   - Located in Harris Township T54-R25, Commissioner District #4.

2. On 1/30/2023, Steven Moe submitted a CUP application for commercial mini storage.

3. As per Section 2.5, Uses not provided for within zoning districts, and the applicant must show that the proposed use is:
   - similar to a permitted use or CU consistent with the purpose of the zoning district in which the proposed use will be located,
   - compatible with the surrounding uses and
   - conforms to the comprehensive land use plan.

   If the CU is of a commercial nature and proposed for a residential zoning district (Rural Residential or Farm Residential), the Planning Commission shall hold a public hearing, evaluate the application under the criteria in Article 21, and submit a report of its finding and recommendations to the County Board. The County Board shall hold a public hearing, evaluate the application under the criteria in Article 21, consider the Planning Commission's report, and act on the application.

4. The proposed use is consistent with the existing neighborhood, and the purpose statement of the Farm Residential zoning district per Section 6.1, which is to implement the following goals including those contained in the Itasca County Comprehensive Land Use Plan:

   Section 6.1 Purpose

   The purposes of the Farm Residential Zoning District are to implement the following goals, including those contained in the Itasca County Comprehensive Land Use Plan:

   6.1.1 To protect and promote the continuation of rural living, farming, and forestry in areas of Itasca County that have historically contained these uses and, therefore, have developed compatible residential patterns and transportation infrastructure;

6.1.2 To permit primarily agriculture and forestry land uses and activities;
6.1.3 To separate agricultural and forestry land uses and activities from incompatible residential, commercial, industrial development, and public facilities;
6.1.4 To achieve the goals of growth management, natural resource protection, and economic diversity as stated in the Itasca County Comprehensive Land Use Plan; and
6.1.5 To maintain agricultural and forest land in sufficient size tracts for economic operations.

5. Per Section 21.3.2, a Conditional Use Permit may be granted only upon finding all of the following:
   A. The use conforms to the Comprehensive Land Use Plan of the County;
   B. The use is compatible with the existing neighborhood;
   C. The use shall not materially adversely impact air quality and water quality;
   D. The use shall not cause soil disturbance;
   E. The site has sufficient access for ingress and egress;
   F. The site is adequate for water supply and sewage treatment; and
   G. The use shall not cause unsafe or unhealthy conditions.

6. Per the Comprehensive Land Use Plan, the Commercial/Industrial Goal/Economic Development Objective encourages the development of new businesses.

7. Mitigation practices on the CUP application do not apply as use will not be located within the shoreland overlay district (a portion of the parcel is within 1000' of Munzer Lake but the use will be located over 1000' from the OHWL).

8. The MPCA requirement to obtain a General Storm Water Permit prior to construction activity (clearing, grading and excavation activities) that results in the disturbance of one acre or more is the applicants' responsibility if applicable.

9. The project shall not cause unsafe or unhealthy conditions as it will meet all zoning requirements.

10. As required in Article 18, notice of the 3/8/2023 PC/BoA hearing and 3/14/2023 County Board hearing was sent to property owners within ¼ mile of the affected properties, SWCD, Itasca County Engineer, DNR (Rian Reed), DNR Forestry (Deer River) and Harris Township Clerk for their information and comment.

11. Notice of the 3/8/2023 PC/BoA site inspection and hearing was published in the 2/15/2023 issue of the *Grand Rapids Herald Review* and the 2/16/2023 issue of the *Scenic Range NewsForum.* Notice of the 3/14/2023 County Board was published in the 2/22/2023 issue of the *Grand Rapids Herald Review* and the 2/23/2023 issue of the *Scenic Range NewsForum.*

12. Per Minnesota Statute 15.99, the 60-day timeline shall expire on 3/31/2023.

13. On 2/22/2023, Harris Township recommended approval of the CUP application.

14. On 3/6/2023, email correspondence was received from Assistant County Engineer Ryan Sutherland commenting that the Transportation Department has no transportation related concerns regarding the CUP (PCBA 07).

15. The site was viewed by the Planning Commission/BOA on 3/8/2023 in the morning before the hearing.

16. If said conditional use is approved, it shall be the responsibility of the applicant to notify the Environmental Services Department upon completion of the project including any conditions. The property may be inspected at any time to ensure and affirm all conditions and terms of the permit are in compliance.

17. At the 3/8/2023 hearing:
    - Email dated 3/6/2023 from Assistant County Engineer Ryan Sutherland was added to the record (PCBA 07)
    - Steven Moe amended his application to include a second mini storage building.

18. The record consists of:
    PCBA 01- Conditional Use application submitted 1/30/2023, interpretation, Harris Twp. findings (5 pgs.);
    PCBA 02- Site plan;
    PCBA 03- Notice dated 2/16/2023 to property owner;
    PCBA 04- Notice dated 2/16/2023 to Harris Township;
    PCBA 05- Notice dated 2/16/2023 to affected property owners; list of affected property owners; parcel map; plat book map (5 pgs.);
    PCBA 06- Conditional Use Order;
    PCBA 07- Email dated 3/6/2023 from Assistant County Engineer Ryan Sutherland;
    PCBA 08- Staff report dated 3/3/2023 (2 pgs.);
    PCBA 09- Criteria questions completed by the PCBA members (4 pgs.);

FROM THE FOREGOING FINDINGS OF FACT, the Board makes the following:

CONCLUSIONS OF LAW

The conditional use application should be approved pursuant to Sections 21.3 of the Zoning Ordinance because:

A. The use conforms to the comprehensive plan of the County as the CLUP allows and encourages new businesses; storage facilities are needed;
B. The use is compatible with the existing neighborhood as there are other commercial businesses in the area and no nearby neighbors;
C. The proposed use will not materially adversely impact air quality, water quality or cause soil disturbance—there will be minimal soil disturbance during construction and no adverse impacts are anticipated;
D. There is sufficient access for ingress and egress and site is adequate for water supply and sewage treatment—there is an existing access with good sight lines; there will be no well/septic;
E. The use will not cause unsafe or unhealthy conditions as buildings will be fenced in for security; there will be no well/septic; project shall comply with all zoning requirements and no unsafe or unhealthy conditions are anticipated.

RESOLUTION

NOW THEREFORE, Butterfield/Kortekaas motioned to recommend (to the County Board) approval of the CUP application submitted by Steven Moe for commercial mini storage, as amended to include second mini storage building, and as set forth in the 3/3/2023 staff report and motion carried unanimously.

Condition/s: Comply with Best Management Practices during construction.

ITASCA COUNTY PLANNING COMMISSION/BOARD OF ADJUSTMENT:

3-8-23

Mike Bellomy, Chairperson — Date

ATTEST:

3-08-2023

Dan Swenson, Environmental Services Director — Date

As per Section 2.5 of the Zoning Ordinance, since this CUP is of a commercial nature and proposed for a residential zoning district, the Planning Commission will make their recommendation to the County Board who will act on the application after holding a public hearing scheduled for 3/14/2023.

Tara Johnson/CUP—(E 990' of the SW NW less the W 416' of the S 208', Section 22, Lake Jessie Twp. 148-25, Parcel #22-022-2303)— submitted a CUP application for a commercial dog boarding kennel. Mr. Swenson reviewed the staff report dated 3/3/2023, adding to the record PCBA 08 – email from Assistant County Engineer Ryan Sutherland and corrected #8 of the staff report noting it should read a handicap permit may be required (if restrooms are open to the public). Tara Johnson and Tanya MaCrostie were present and discussed the application; noted that Lake Jessie Township approved the application last night; they plan to have 8 larger kennels + 4 smaller kennels inside for smaller dogs; there will be no public restrooms and future kennel may be constructed. Kortekaas/Butterfield motioned to close the public portion of the meeting which carried unanimously.

***Motion*: Bellomy/Butterfield motioned to approve the CUP application submitted by Tara Johnson for a commercial dog boarding kennel as set forth in the 3/3/2023 staff report and motion carried unanimously.**

***Condition/s*: Comply with Best Management Practices during construction.**

Steven Moe/CUP—(E 165' of W 660' of NW NE, Section 20, Harris Township 54-25, Parcel #19-020-1203) — submitted a CUP application for commercial mini storage. Mr. Swenson reviewed the staff report dated 3/3/2023, adding to the record PCBA 07- comments from Assistant County Engineer Ryan Sutherland. Peggy Clayton, Harris Township was present commenting the township had approved the application and would not oppose a second storage building. Steven and Janice Moe were present and discussed their CUP application; they amended their application to include a second mini storage building and also noted there would be no outside storage. Kortekaas/Butterfield motioned to close the public portion of the meeting which carried unanimously.

***Motion*: Butterfield/Kortekaas motioned to recommend (to the County Board) approval of the CUP application submitted by Steven Moe for commercial mini storage as amended (to include second mini storage building) as set forth in the 3/3/2023 staff report and motion carried unanimously.**

***Condition/s*: Comply with Best Management Practices during construction.**

As per Section 2.5 of the Zoning Ordinance, since this CUP is of a commercial nature and proposed for a residential zoning district, the Planning Commission will make their recommendation to the County Board who will act on the application after holding a public hearing scheduled for 3/14/2023.

Election of 2023 Officers. The following were elected:

Chair:	Dan Butterfield
Vice-Chair:	Lisa Maasch
WPIC:	Dan Butterfield
Hwy. 38:	Mike Bellomy

Water Plan Implementation Committee (WPIC) Report. Member Butterfield reviewed the minutes and some details regarding chloride application; the Grand Rapids watershed decision, etc.

At 1:02 p.m., Chair Bellomy adjourned the meeting.

By: Diane Nelson

Diane Nelson, Recording Secretary

CRITERIA NECESSARY FOR THE GRANTING OF A CONDITIONAL USE PERMIT (CUP)

RE: Applicant: Steven Moe
Proposed Use: Mini Storage
Township/Range: E 165' of W 660' of NW NE, S. 20, 54-25 (PID 19-020-1203)

A CUP MAY BE GRANTED ONLY UPON FINDING ALL OF THE FOLLOWING:

1. The use conforms to the comprehensive plan of the County.

Yes New business is allowed & encouraged

2. The use is compatible with the existing neighborhood.

Yes No known by Neighbors

3. The use shall not materially adversely impact air quality, water quality or cause soil disturbance.

Shall not

4. The site has sufficient access for ingress and egress and is adequate for water supply and sewage treatment.

Access has good sight Lines Water & Sewer N/A

5. The use shall not cause unsafe or unhealthy conditions.

Shall not

■When in the opinion of the Planning Commission/BoA (PC/BoA), a CUP may result in a material adverse effect on the environment, the applicant may be requested by the PC/BoA to demonstrate the nature and extent of the effect and to demonstrate methods for mitigating or minimizing the adverse effects.

PCBA 09 Mike Collins 3-8-23

CRITERIA NECESSARY FOR THE GRANTING OF A CONDITIONAL USE PERMIT (CUP)

Ammended to possible 2nd building

RE: Applicant: Steven Moe
Proposed Use: Mini Storage
Township/Range: E 165' of W 660' of NW NE, S. 20, 54-25 (PID 19-020-1203)

A CUP MAY BE GRANTED ONLY UPON FINDING ALL OF THE FOLLOWING:

1. The use conforms to the comprehensive plan of the County. yes needed storage encourage new business

2. The use is compatible with the existing neighborhood. yes other commercial business nearby.

3. The use shall not materially adversely impact air quality, water quality or cause soil disturbance. no well / septic

4. The site has sufficient access for ingress and egress and is adequate for water supply and sewage treatment. one entrance/exit no: water/septic not planning on electric available

5. The use shall not cause unsafe or unhealthy conditions. fenced in, for security no: well/septic

Recommend 3/8/23 DSL

■When in the opinion of the Planning Commission/BoA (PC/BoA), a CUP may result in a material adverse effect on the environment, the applicant may be requested by the PC/BoA to demonstrate the nature and extent of the effect and to demonstrate methods for mitigating or minimizing the adverse effects.

CRITERIA NECESSARY FOR THE GRANTING OF A CONDITIONAL USE PERMIT (CUP)

RE: Applicant: Steven Moe
Proposed Use: Mini Storage
Township/Range: E 165' of W 660' of NW NE, S. 20, 54-25 (PID 19-020-1203)

A CUP MAY BE GRANTED ONLY UPON FINDING ALL OF THE FOLLOWING:

1. The use conforms to the comprehensive plan of the County. yes - encourages new businesses and storage is needed.

2. The use is compatible with the existing neighborhood. yes → there is a commercial business in area → ~~there~~ no close neighbors.

3. The use shall not materially adversely impact air quality, water quality or cause soil disturbance. minimal soil during construction -

4. The site has sufficient access for ingress and egress and is adequate for water supply and sewage treatment. yes - cold storage only → no water or ~~sewage~~ septic needed
proper ingress & egress.

5. The use shall not cause unsafe or unhealthy conditions. will not → will meet all zoning requirements
Harris township approved.

■When in the opinion of the Planning Commission/BoA (PC/BoA), a CUP may result in a material adverse effect on the environment, the applicant may be requested by the PC/BoA to demonstrate the nature and extent of the effect and to demonstrate methods for mitigating or minimizing the adverse effects.

Amendment:
add a second storage

3-8-23
Lisa Maasch

CRITERIA NECESSARY FOR THE GRANTING OF A CONDITIONAL USE PERMIT (CUP)

RE: Applicant: Steven Moe
Proposed Use: Mini Storage
Township/Range: E 165' of W 660' of NW NE, S. 20, 54-25 (PID 19-020-1203)

A CUP MAY BE GRANTED ONLY UPON FINDING ALL OF THE FOLLOWING:

1. The use conforms to the comprehensive plan of the County. yes storage is needed also a new business

2. The use is compatible with the existing neighborhood. yes it is

3. The use shall not materially adversely impact air quality, water quality or cause soil disturbance. will cause some soil

4. The site has sufficient access for ingress and egress and is adequate for water supply and sewage treatment. yes there will be no water sewer or electric run -

5. The use shall not cause unsafe or unhealthy conditions. will not -

■When in the opinion of the Planning Commission/BoA (PC/BoA), a CUP may result in a material adverse effect on the environment, the applicant may be requested by the PC/BoA to demonstrate the nature and extent of the effect and to demonstrate methods for mitigating or minimizing the adverse effects.

Richard Kontitsa 3/8/2023

*** FOR COUNTY BOARD USE ***

CRITERIA NECESSARY FOR THE GRANTING OF A CONDITIONAL USE PERMIT (CUP)

RE: Applicant Steven Moe
Proposed Use: Mini Storage
Township/Range E 165' of W 660' of NW NE, S.20, 54-25 (PID 19-020-1203)

A CUP MAY BE GRANTED ONLY UPON FINDING ALL OF THE FOLLOWING:

1. The use conforms to the comprehensive plan of the County.

2. The use is compatible with the existing neighborhood.

3. The use shall not materially adversely impact air quality, water quality or cause soil disturbance.

4. The site has sufficient access for ingress and egress and is adequate for water supply and sewage treatment.

5. The use shall not cause unsafe or unhealthy conditions.

■When in the opinion of the Planning Commission/BoA (PC/BoA), a CUP may result in a material adverse effect on the environment, the applicant may be requested by the PC/BoA to demonstrate the nature and extent of the effect and to demonstrate methods for mitigating or minimizing the adverse effects.

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

Tuesday, March 14, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2969

DEPARTMENT: Environmental Services
TIME REQUESTED: 10 Minutes
PRESENTER: Daniel Swenson

AGENDA ITEM:
Public Hearing Re: Conditional Use Permit (CUP) submitted by Harris Township

BOARD ACTION REQUESTED:
Hold a Public Hearing for the Conditional Use Permit (CUP) Application submitted by Harris Township for an electrician business (shop, storage & operations base) and breaker repair and mini storage facility as approved by the Planning Commission at their regular meeting on March 8th, 2023

BACKGROUND:
On March 8th, 2023 the Itasca County Planning Commission/Board of Adjustment (PC/BoA) reviewed a Conditional Use Permit (CUP) submitted by Harris Township for an electrician business (shop, storage & operations base) and breaker repair and mini storage facility. It is the PC/BoA recommendation to the Itasca County Board of Commissioners that this CUP be approved according to the PC/BoA Findings of Fact, Conclusion of law, Order and Resolution that sets forth the CUP background and processing information. Per Section 2.5 of the Itasca County Zoning Ordinance, a CUP that is of a commercial nature in a Farm Residential Zone, that is not listed as a permitted or conditional use, must be approved the Itasca County Board.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Harris Twp. CUP Packet
2. Harris Twp CUP Criteria
3. ADDL INFO Harris Township CUP Application

Motion To: Approve the Conditional Use Permit (CUP) Application submitted by Harris Township for an electrician business (shop, storage, and operations base) and breaker repair and mini storage facility, as approved by the Planning Commission at their regular meeting on March 8, 2023 per attached Findings of Fact, Conclusions of Law, Order and Resolution.

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

DATE 1/17/23 PHONE # ___ PERMIT #_____

ITASCA COUNTY CONDITIONAL USE APPLICATION
USES NOT PROVIDED FOR WITHIN ZONING DISTRICTS

APPLICANT/ADDRESS Dan Skoglund 17 Horse Shoe Dr Grand Rapids, MN 55744

AGENT/ADDRESS _____

PROPERTY ADDRESS ~~20876~~ 20958 Wendigo Park Rd Grand Rapids, MN 55744

PROPERTY DESCRIPTION/PARCEL # 19-012-2204

ZONE DISTRICT Farm Resid. LAKE NAME/CLASS N/A EX. USE Vacant

DESCRIPTION OF PROPOSED USE Skoglund Electric Storage / Meeting Point.

Building to Store trucks, trailers, tools and Parts. No Store Front.

ATTACH A MAP SHOWING PROPERTY LOCATION, EXISTING CONDITIONS, PROPOSED DEVELOPMENT, AND NEARYBY USES, INCLUDING ANY OTHER INFORMATION THAT IS PERTINENT TO THIS REQUEST.

MANDATORY LAKESHORE MITIGATION PRACTICES: *(To be included with the C/U application)*

A. Septic System: Certified_____; Shall be Upgraded _____ with Permit/Design obtained by: _____
Certification of New Septic System by:_____;

vacant property

B. Erosion control, storm water management, and mitigation plan. This plan shall describe erosion control during/after construction, storm water management/runoff control and mitigation/buffer screening. The mitigation plan shall require a shoreline buffer which shall be in the shore impact zone and consist of trees, shrubs and ground cover of native plants and understory to effectively screen structure(s) as viewed from the waters. This may be accomplished by working with Itasca SWCD or other sources but said plan must be reviewed by Itasca SWCD. The required buffer shall be as follows:

Lake Class	Buffer (Distance from OHWL landward)
GD	10'
RD	15'
NE &PSL	50'

Plant materials for native vegetation buffers shall be as prescribed according to the landscape position, water table, soil type and exposure of the project site. For every 5,000 square feet of buffer are, there shall be a variety of types of native trees, shrubs, forbs, and grasses planted to achieve full coverage. The survival of planting materials must be maintained for a minimum of five years, so that the approved coverage plan is adhered to.

SITE INSPECTION. The applicant acknowledges that no one can be prohibited from coming onto the property when the site is inspected by the Planning Commission or County Board. Photographs may be taken at the site inspection and displayed at the public hearing for use in the decision making process.

Unless otherwise stipulated, a conditional use permit shall remain in effect for so long as all conditions agreed upon are observed. Legal action may result if the provisions and conditions are not complied with as set forth in the application. Upon approval of this conditional use, it shall be the responsibility of the applicant to notify the Environmental Services Department, upon completion of the project, including any conditions. The property may be inspected at any time to assure and affirm all conditions and terms of the permit are in compliance.

SIGNATURE/DATE _____ 1/17/23

PCBA 01
C:PCBA

On 1/17/23, the Environmental Services Department received the completed application, accompanying information and the fee is paid in full. A copy of the information handout has been given to the applicant/agent.

THE APPLICANT HAS THE BURDEN OF DEMONSTRATING A RIGHT TO A CONDITIONAL USE BY SHOWING [DETAILED EXPLANATION] THAT ALL OF THE FOLLOWING STANDARDS AND CRITERIA WILL BE SATISFIED.

1. Describe how the proposed use conforms to the comprehensive plan of the County. It Frances with an opportunity for Expansion #19-021-2204 will be used as Shop/meeting area for Skoglund Electric. Plot to the East would Be used for a Brake Repair For Large Brakes used in the Surrounding Area, MN Paws vs. Steel, Hibtac Ect. Currently Accuring Contracts For 2025.
2. Describe how the use is compatible with the existing neighborhood. It is currently Farm Res I Feel there would Be little to No Effect on the ~~Future~~ neighborhood, a Second Egress would Be added in the Future For Less traffic on Winnigo Park Rd Befor Stop Sign Heading North
3. Describe how the use shall not materially adversely impact air quality, water quality or cause soil disturbance. The only Disturbace would be [redacted] durring Construction, Would Like to Keep as Many Trees As Possable. Especially From NW Corner to SW Corner.
4. Describe how the site has sufficient access for ingress and egress and is adequate for water supply and sewage treatment. Well is Present on [redacted] Site. Septic will Be Installed By Ron EX.
5. Describe how the use shall not cause unsafe or unhealthy conditions. The current ingress/Egress is on the west side of the Lot # 19-021-2204 The Future Plan is for a Second Added on the North side of # 19-021-2204 (See Map) (Safety) Less traffic on Winnigo Park Rd Heading North Befor Stop Sign.

PERMIT APPROVAL: In accordance with MS#15.99, Itasca County must approve or deny the variance application within 60 days of submission of the completed application/fee. If said application is denied, the reason/s must be stated in writing at the time of denial. This time line may be extended by Itasca County for another 60 days provided the applicant/s receive written notice with reasons for the extension. The extension may not exceed 60 days unless approved by the applicant. The 60 days will end on: 3/18/23.

On _____ Planning Commission/BoA authorized an extension for the following reasons with an expiration date of:

Authorizing Signature and Date: _____

On _____ the applicants hereby waive the time frame requirements set forth in MS#15.99:

_____ Witness: _____

Signatures

PCBA o/a C:PCBA

Harris Township
Page 2 Criteria additions:

#1) add: use will create additional jobs; eastern enhancement shall provide for additional storage in close proximity to Pokegama Lake but not located within the watershed area

#2) add: there is other commercial use in the area; property and enhancement abuts the Harris Township maintenance facility where there is storage of maintenance equipment

#3) add: property shall be maintained; garbage and recycled materials shall be self-contained; and Harris Township will work with the applicant to develop screening along Harris Township Road.

RECOMMENDATIONS

TOWN BOARD OF _____ APPROVAL CHAIR_____
OR AMEMD DATE_____
UNORGANIZED TOWNSHIP REJECTION COMMISSIONER_____

REASONS:_____

When a land use in any zoning district is not specifically listed as a Permitted Use or Conditional Use, the land use may be considered as a Conditional Use. The applicant shall make a showing that the proposed use is similar to a Permitted Use or Conditional Use, consistent with the purpose of the zoning district in which the proposed use will be located, compatible with surrounding uses, and conforms to the Comprehensive Land Use Plan. The Zoning Administrator shall determine if the Conditional Use Permit Application is complete and then submit the Application for consideration by the Planning Commission. If the use is of a commercial nature and proposed for a residential zoning district (Rural Residential or Farm Residential), the Planning Commission shall hold a public hearing, evaluate the Application under the criteria in Article 21, and submit a report of its finding and recommendations to the County Board. The County Board shall hold a public hearing, evaluate the Application under the criteria in Article 21, consider the Planning Commission's report, and act on the Application.

On 3/8/2023 the Planning Commission/Board of Adjustment, (unanimously)/ majority vote

APPROVED (AMENDED) DENIED a Conditional Use for: an electrician business (shop, storage & operations base) and breaker repair and mini storage facility as per findings of fact

[description of conditional use and conditions or reasons for denial]

Mike Bellum

Chairperson – Itasca County Planning Commission/Board of Adjustment

DECISION

On _____ the County Board of Commissioners, unanimously/ majority vote

APPROVED AMENDED DENIED a Conditional Use for: _____

[description of conditional use and conditions or reasons for denial]

Chairperson – Itasca County Board of Commissioners

Approval includes the findings of fact and compliance with all County, State and Federal Rules, Regulations and Statutes as required by law. In accordance with Section 18.4.1 of the Zoning Ordinance , any aggrieved person may obtain judicial review by obtaining a writ of certiorari from Court of Appeals within 60 days after receipt of due notice of the proceeding and decision sought to be reviewed and by serving said writ upon the Itasca County Auditor and any other adverse party within such period of 60 days.

PCBA 0/6
C: PCBA

INTERPRETATION:
The proposed use of the property is for an electrician business (shop, storage & operations base; future use to include breaker repair and mini storage facility) in a Farm Residential Zoning District.

ZONING ORDINANCE (Effective 5/1/2018)

Section 2.5 Uses Not Provided for Within Zoning Districts
When a land use in any zoning district is not specifically listed as a Permitted Use or Conditional Use, the land use may be considered as a Conditional Use. The applicant shall make a showing that the proposed use is similar to a Permitted Use or Conditional Use, consistent with the purpose of the zoning district in which the proposed use will be located, compatible with surrounding uses, and conforms to the Comprehensive Land Use Plan. The Zoning Administrator shall determine if the Conditional Use Permit Application is complete and then submit the Application for consideration by the Planning Commission. The Application shall be accompanied by the appropriate fee for a Conditional Use Permit. If the use is of a commercial nature and proposed for a residential zoning district (Rural Residential or Farm Residential), the Planning Commission shall hold a public hearing, evaluate the Application under the criteria in Article 21, and submit a report of its finding and recommendations to the County Board. The County Board shall hold a public hearing, evaluate the Application under the criteria in Article 21, consider the Planning Commission's report, and act on the Application. A notice of extension of the 60-day time deadline requirement of Minn. Stat. 15.99 shall be provided if necessary.

REQUEST OF APPLICANT FOR INTERPRETATION:
Attachment: Application submitted on 1/17/2023 by Harris Township for the W 416' of N 416' (Parcel #19-012-2204) and proposed enhancement (N 416' lying west of the E 495' and lying east of the W 416') NW NW, Section 12, Harris Township 54-25.

Based on the Exhibit A and the following my determination is that the proposed electrician business (shop, storage & operations base), breaker repair and mini storage facility would be appropriate for conditional use based on the following:

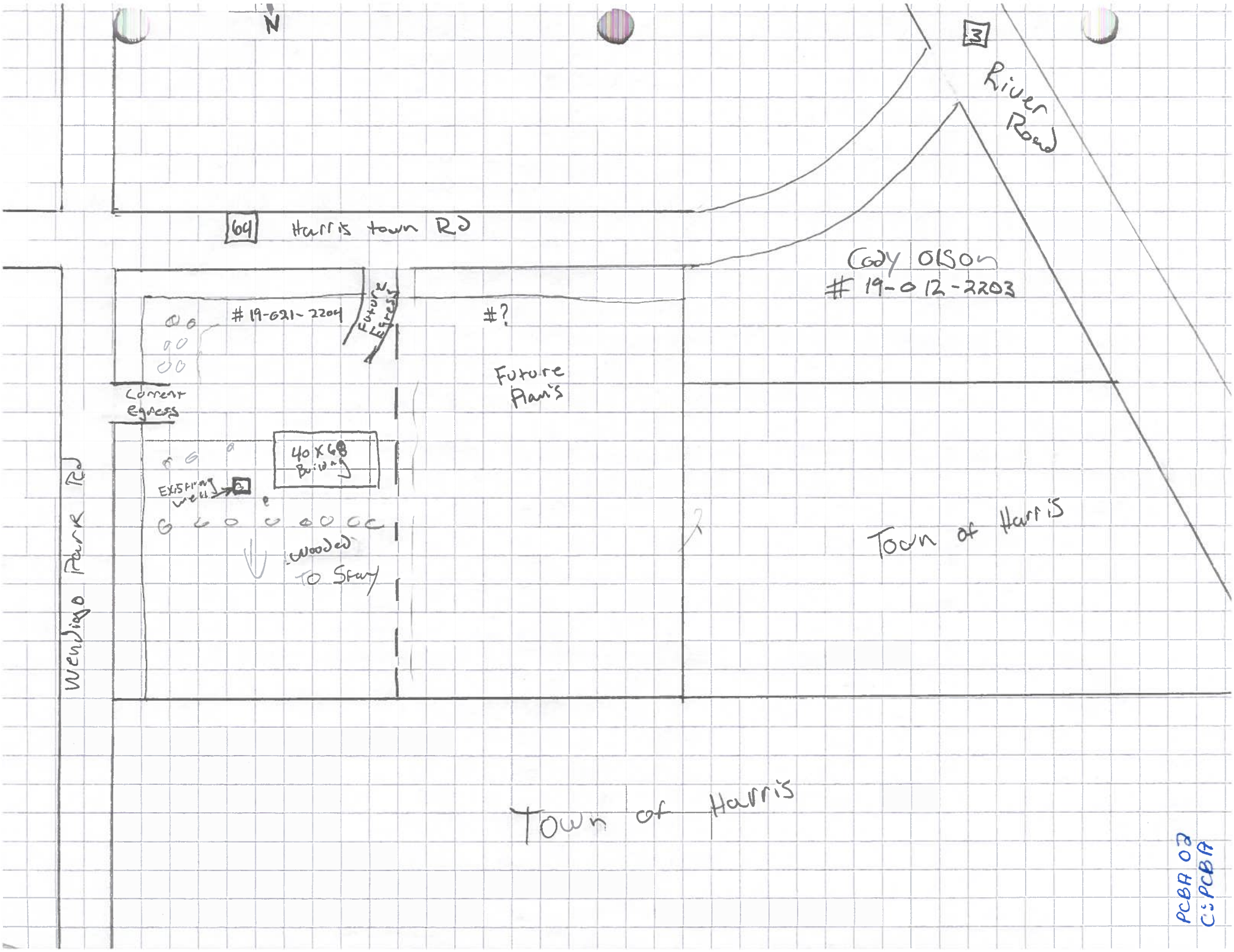
- The proposed use will be sited on lands which are less suitable for commercial agriculture and forestry than other agricultural lands within the zoning districts per section 6.4.1 of the Ordinance;
- The proposed use shall be sited on a parcel in a manner which minimizes the amount of productive agricultural and forest land that is converted to the proposed use per section 6.4.2 of the Ordinance;
- Such permitted and conditional uses have been granted on other parcels and the proposed use would be a combination of such uses; and
- Conditional Use Permits are intended for uses that would not be appropriate generally or without restrictions through the zoning district, but which is controlled as to number, area, location with the neighborhood, and other pertinent considerations would not be injurious to the public health, safety, welfare , morals order, appearance, prosperity, or general welfare thereof. Such uses may be granted by issuance of Conditional Use Permits by the Planning Commission.

Signed: _____ Date: 3-02-2023
Dan Swenson, Environmental Services Director

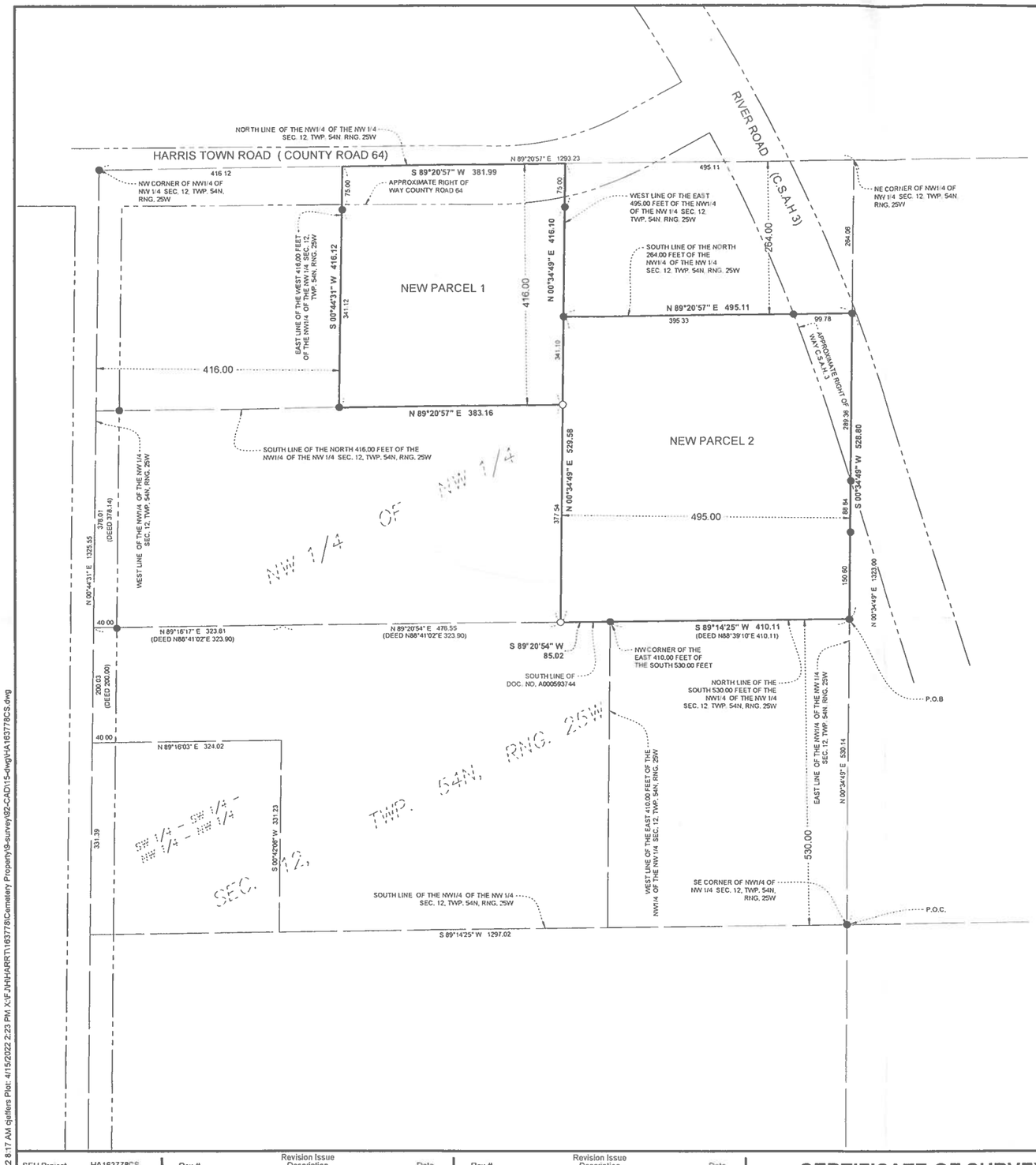
NOTE: This document shall be attached to the Conditional Use Permit application.

COPY: File, Harris Township, PC/BOA.

C:PCBA



PCBA 07
C: PCBA



EXISTING DESCRIPTION FROM DEED DOC NUMBER A000593744

That part of the Northwest Quarter of Northwest Quarter (NW¼ NW¼) of Section Twelve (12), Township Fifty-four (54) North, Range Twenty-five (25), West of the Fourth Principal Meridian, described as follows:
Commencing at the Southeast corner of said NW ¼ NW ¼; thence North, assumed bearing along the East line of said NW ¼ NW ¼ a distance of 530.15 feet to intersect the North line of the South 530 feet of said NW¼ NW ¼, the point of beginning of the tract to be described; thence continue North 528.57 feet along said East line to intersect the South line of the North 264. 00 feet of said NW ¼ NW ¼; thence South 88 degrees 46 minutes 37 seconds West 495.13 feet along said South line to intersect the West line of the East 495.00 feet of said NW¼ NW¼; thence North 264.06 feet along said West line, to the North line of said NW¼ NW¼; thence South 88 degrees 46 minutes 37 seconds West 381.84 feet along said North line to intersect the East line of West 416.00 feet of said NW¼ NW¼; thence South 0 degrees 10 minutes 42 seconds West 416.12 feet along said East line of the West 416.00 feet to intersect the South line of the North 416.00 feet of said NW ¼ NW ¼; thence South 88 degrees 46 minutes 3 7 seconds West 416.12 feet along said South line of the North 416. 00 feet, to the West line of said NW ¼ NW ¼; thence South 0 degrees 10 minutes 42 seconds West 378.14 feet along the West line of said NW ¼ NW ¼; thence North 88 degrees 41 minutes 02 seconds East 323.90 feet; thence North 88 degrees 45 minutes 39 seconds East 561.57 feet to the Northwest corner of the South 530.0 feet of the East 410.00 feet of said NW¼ NW¼; thence North 88 degrees 39 minutes 10 seconds East 410.11 feet along the North line of the South 530.00 feet of said NW ¼ NW ¼ to the point of beginning.

N

100 0 100 200
scale 50 feet

ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE ITASCA COUNTY SOUTH COORDINATE SYSTEM, NAD83 (1996 ADJ)

LEGEND

- ● FOUND IRON MONUMENT
- ○ SET 5/8"x18" REBAR WITH CAP STAMPED 46562

PARCEL 1 LEGAL DESCRIPTION

The North 416.00 feet of the Northwest Quarter of the Northwest Quarter, Section 12, Township 54 North, Range 25 West, Itasca County, Minnesota, lying west of the East 495.00 feet and lying east of the West 416.00 feet.

Subject to the right of way of County Road Number 64.

PARCEL 2 LEGAL DESCRIPTION

That part of the Northwest Quarter of the Northwest Quarter, Section 12, Township 54 North, Range 25 West, Itasca County, Minnesota, described as follows:

Commencing at the southeast corner of said Northwest Quarter of the Northwest Quarter; thence on an assigned bearing of North 00 degrees 34 minutes 49 seconds East, along the east line of said Northwest Quarter of the Northwest Quarter, a distance of 530.14 feet to the north line of the South 530.00 feet of said Northwest Quarter of the Northwest Quarter and the point of beginning of the parcel herein described; thence South 89 degrees 14 minutes 25 seconds West, along said north line of the South 530.00 feet, a distance of 410.11 feet to the northwest corner of the East 410.00 feet of the South 530.00 feet of said Northwest Quarter of the Northwest Quarter; thence South 89 degrees 20 minutes 54 seconds West along the south line of Document No. 593744, a distance of 85.02 feet to the west line of the East 495.00 feet of said Northwest Quarter of the Northwest Quarter; thence North 00 degrees 34 minutes 49 seconds East along last said west line a distance of 529.58 feet to the south line of the North 264.00 feet of said Northwest Quarter of the Northwest Quarter; thence North 89 degrees 20 minutes 57 seconds East, along last said south line, a distance of 495.11 feet to the East line of said Northwest Quarter of the Northwest Quarter; thence South 00 degrees 34 minutes 49 seconds West along last said east line a distance of 528.80 feet to the point of beginning.
Subject to the right of way of County State Aid Highway Number 3..

Save: 4/15/2022 8:17 AM cjeffers Plot: 4/15/2022 2:23 PM X:\FJH\HARRT\163778\Cemetery Property\9-survey\92-CAD\15-dwg\HA163778CS.dwg

SEH Project	HA163778CS	Rev.#	Revision Issue Description	Date	Rev.#	Revision Issue Description	Date	**CERTIFICATE OF SURVEY FOR:** HARRIS TOWNSHIP Itasca County, Minnesota	COUNTY PID: 19-012-2209 Harris Township 20876 Wendigo Park Road Grand Rapids, MN 55744
Drawn By									
Designed By									
Checked By									

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.
DANIEL J. BEMBOOM
DATE April 15, 2022 LICENSE NO. 46562

SEH

1 of 1

PCBA 02a
C:PCBA

Diane Nelson

From: Ryan Sutherland
Sent: Monday, March 6, 2023 12:07 PM
To: Diane Nelson
Cc: Karin Grandia
Subject: Dan Skoglund CUP PID# 19-012-2204

Diane,
The Transportation Department has reviewed the Conditional Use Application submitted by Dan Skoglund for PID 19-012-2204. I called Dan and notified him that the Transportation Department cannot guarantee access via County State Aid Highway 64 as shown on the CUP site map at this time without additional review and conversation with him. This concern is a transportation permitting issue and does not directly impact the CUP.

There are no other transportation related concerns with the CUP.

Ryan Sutherland, PE
Assistant County Engineer
218.327.2833

PCBA 07
C: PCBA

STATE OF MINNESOTA
COUNTY OF ITASCA COUNTY

ITASCA COUNTY PLANNING COMMISSION/BOA
REGULAR DIVISION

In Re:

FINDINGS OF FACT/CONCLUSIONS OF LAW
RESOLUTION AND ORDER

The Conditional Use Permit (CUP) submitted by: Harris Township
20876 Wendigo Park Rd., Grand Rapids, MN 55744

Location of Property: 20958 Wendigo Park Rd., Grand Rapids, MN 55744
W 416' of N 416' (Parcel #19-012-2204) and proposed enhancement (N 416' lying west of the E 495' and lying east of the W 416') of NW NW, Section 12, Harris Township 54-25

This matter came before the Itasca County Planning Commission/Board of Adjustment (PC/BoA), for public hearing, at their regular meeting on 3/8/2023 with Peggy Clayton and Jim Kelley present as representatives for Harris Township. In addition to Board Members Bellomy, Maasch, Butterfield and Kortekaas, also present were Environmental Services Director Dan Swenson and Dan Skoglund. Upon the records, files and proceedings herein, the Board makes the following:

FINDINGS OF FACT

1. The parcel is:
   - A total of 3.3 acres in area and proposed enhancement is approximately 3 acres in area;
   - Borders Harris Town Rd. (County State Aid Highway) and Wendigo Park Rd. Road (Class B Highway);
   - Zoned Farm Residential/Public;
   - Non-shoreland;
   - Located in Harris Township T54-R25, Commissioner District #4.

2. On 1/17/2023, Harris Township submitted a CUP application for an electrician business (shop, storage and operations base). Proposed future use will include breaker repair and mini storage facility.

3. As per Section 2.5, Uses not provided for within zoning districts, and the applicant must show that the proposed use is:
   - similar to a permitted use or CU consistent with the purpose of the zoning district in which the proposed use will be located,
   - compatible with the surrounding uses and
   - conforms to the comprehensive land use plan.

   If the CU is of a commercial nature and proposed for a residential zoning district (Rural Residential or Farm Residential), the Planning Commission shall hold a public hearing, evaluate the application under the criteria in Article 21, and submit a report of its finding and recommendations to the County Board. The County Board shall hold a public hearing, evaluate the application under the criteria in Article 21, consider the Planning Commission's report, and act on the application.

4. The proposed use is consistent with the existing neighborhood, and the purpose statement of the Farm Residential Zoning Residential District per Section 6.1, which is to implement the following goals including those contained in the Itasca County Comprehensive Land Use Plan:
   Section 6.1 Purpose
   The purposes of the Farm Residential Zoning District are to implement the following goals, including those contained in the Itasca County Comprehensive Land Use Plan:

6.1.1 To protect and promote the continuation of rural living, farming, and forestry in areas of Itasca County that have historically contained these uses and, therefore, have developed compatible residential patterns and transportation infrastructure;
6.1.2 To permit primarily agriculture and forestry land uses and activities;
6.1.3 To separate agricultural and forestry land uses and activities from incompatible residential, commercial, industrial development, and public facilities;
6.1.4 To achieve the goals of growth management, natural resource protection, and economic diversity as stated in the Itasca County Comprehensive Land Use Plan; and
6.1.5 To maintain agricultural and forest land in sufficient size tracts for economic operations.

5. Per Section 21.3.2, a Conditional Use Permit may be granted only upon finding all of the following:
   A. The use conforms to the Comprehensive Land Use Plan of the County;
   B. The use is compatible with the existing neighborhood;
   C. The use shall not materially adversely impact air quality and water quality;
   D. The use shall not cause soil disturbance;
   E. The site has sufficient access for ingress and egress;
   F. The site is adequate for water supply and sewage treatment; and
   G. The use shall not cause unsafe or unhealthy conditions.

6. Per the Comprehensive Land Use Plan, the Commercial/Industrial Goal/Economic Objective encourages the expansion of existing businesses and the development of new businesses.

7. Mitigation practices on the CUP application do not apply as property is non-shoreland.

8. The MPCA requirement to obtain a General Storm Water Permit prior to construction activity (clearing, grading and excavation activities) that results in the disturbance of one acre or more is the applicants' responsibility if applicable.

9. The project shall not cause unsafe or unhealthy conditions as it will meet all zoning requirements. If the building/s will not be open to the public, handicap permits are not required.

10. As required in Article 18, notice of the 3/8/2023 PC/BoA hearing and 3/14/2023 County Board hearing was sent to property owners within ¼ mile of the affected properties, SWCD, MNDOT, Itasca County Engineer, DNR Forestry (Deer River), DNR (Rian Reed) and Harris Township Clerk for their information and comment on 2/16/2023.

11. Notice of the 3/8/2023 site inspection and public hearing was published in the 2/15/2023 issue of the *Grand Rapids Herald Review* and the 2/16/2023 issue of the *Scenic Range NewsForum.* Notice of the 3/14/2023 County Board hearing was published in the 2/22/2023 issue of the Grand Rapids Herald Review and the 2/23/2023 issue of the Scenic Range NewsForum.

12. Per Minnesota Statute 15.99, the 60-day timeline shall expire on 3/18/2023.

13. On 3/6/2023, email correspondence was received from Assistant County Engineer Ryan Sutherland commenting that the Transportation Department cannot guarantee access via CSAH 64 at this time without additional review but this does not directly impact the CUP and they have no other transportation related concerns (PCBA 07).

14. No recommendation has been received from Harris Township.

15. The site was viewed by the Planning Commission/BOA on 3/8/2023 in the morning before the hearing.

16. At the 3/8/2023 hearing:
    - the application was amended for Harris Township to be the applicant; include the proposed parcel enhancement; and proposed future use to include breaker repair and mini storage
    - Email dated 3/6/2023 from Assistant County Engineer Ryan Sutherland was added to the record (PCBA 07)

17. If said conditional use is approved, it shall be the responsibility of the applicant to notify the Environmental Services Department upon completion of the project including any conditions. The property may be inspected at any time to ensure and affirm all conditions and terms of the permit are in compliance.

18. The record consists of:
    PCBA 01- Conditional Use application submitted 1/17/2023 and interpretation (3 pgs.);
    PCBA 02- Site plan/survey with proposed enhancement (2 pgs.);
    PCBA 03- Notice dated 2/16/2023 to property owner;
    PCBA 04- Notice dated 2/16/2023 to Harris Township;
    PCBA 05- Notice dated 2/16/2023 to affected property owners; list of affected property owners; parcel map; plat book map (6 pgs.);
    PCBA 06- Conditional Use Order;
    PCBA 07- Email dated 3/6/2023 from Assistant County Engineer Ryan Sutherland;
    PCBA 08- Staff report dated 3/3/2021 (2 pgs.);
    PCBA 09- Criteria questions completed by the PCBA members (4 pgs.).

FROM THE FOREGOING FINDINGS OF FACT, the Board makes the following:

CONCLUSIONS OF LAW

The conditional use application should be approved pursuant to Sections 21.3 of the Zoning Ordinance because:

A. The use conforms to the comprehensive plan of the County as the CLUP encourages the expansion of existing businesses and development of new businesses;
B. The use is compatible with the existing neighborhood as there are other businesses along Harris Town Rd.; there was previously a welding shop on an adjacent parcel; there is an existing maintenance and storage building in the neighborhood; no negative comments were received;
C. The proposed use will not materially adversely impact air quality, water quality or cause soil disturbance—there will only be soil disturbance during construction and no negative impacts are anticipated;
D. There is sufficient access for ingress and egress and site is adequate for water supply and sewage treatment--there is an existing well (has been tested); a new septic system will be installed; there is an existing access for ingress/egress and a proposed second access off of Harris Town Rd. (needs to be permitted/approved by the Transportation Dept.);
E. The use will not cause unsafe or unhealthy conditions as it shall meet all zoning requirements; and no unsafe/unhealthy conditions are anticipated.

RESOLUTION

NOW THEREFORE, Butterfield/Kortekaas motioned to recommend (to the County Board) approval of the amended CUP application submitted by Harris Township for electrician business (shop, storage and operations base) and proposed future use to include breaker repair and mini storage facility as set forth in the 3/3/2023 staff report. Motion carried unanimously.

Condition/s: Comply with Best Management Practices during construction.

ITASCA COUNTY PLANNING COMMISSION/BOARD OF ADJUSTMENT:

3-8-23

Mike Bellomy, Chairperson — Date

ATTEST:

3-9-2023

Dan Swenson, Environmental Services Director — Date

ITASCA COUNTY
PLANNING COMMISSION/BOARD OF ADJUSTMENT

123 NE 4th St
Grand Rapids, MN 55744
(218) 327-2857

Wednesday, 3/8/2023 | 12:00 P.M. | Itasca County Boardroom

The regular meeting of the Itasca County Planning Commission/Board of Adjustment (PC/BoA) was held on Wednesday, 3/8/2023, at 12:00 p.m. * in the County Board Room of the Courthouse with the following in attendance:

MEMBERS PRESENT: Richard Kortekaas, Dan Butterfield, Mike Bellomy, Lisa Maasch;
ABSENT: Mike Oja;
EXOFFICIO: Environmental Services Director Dan Swenson,
GUESTS: Peggy Clayton, Jim Kelley, Dan Skoglund, Tara Johnson, Tanya MaCrostie, Steven & Janice Moe;

*Members met at the Courthouse at 8:30 a.m. to view the properties and then returned to the Courthouse to hold the meeting.

Chair Bellomy called the Planning Commission/Board of Adjustment meeting to order, opening with the Pledge of Allegiance. Copies of the agenda and opening statement were available for the audience.

Agenda. Agenda order was amended to move the Harris Township CUP to be first on the agenda and organizational meeting to the end before WPIC.

Minutes. Upon the motion of Butterfield/Maasch, which carried unanimously, the minutes of the 12/14/2022 hearing were approved as distributed.

Harris Township/CUP—W 416' of N 416' (Parcel #19-012-2204) and proposed enhancement (N 416' lying west of the E 495' and lying east of the W 416') of NW NW, Section 12, Harris Township 54-25— submitted a Conditional Use Permit (CUP) for an electrician business (shop, storage and operations base) and proposed future use to include breaker repair and mini storage facility. Mr. Swenson reviewed the staff report dated 3/3/2023, noting the survey (PCBA 02a) was added to the record for the proposed enhancement and also (PCBA 07) - comments from Assistant County Engineer Ryan Sutherland. Mr. Swenson noted the application is amended to include the proposed parcel enhancement and breaker repair and mini storage (also noting there is existing storage/maintenance shop on that parcel). Peggy Clayton and Jim Kelley, with Harris Township, were present and discussed the CUP application explaining that Mr. Skoglund is planning to purchase the parcel and enhancement; the township previously reviewed the application and it was tabled due to questions (including incorrect address) but has since been approved. It was also noted the second access (off Harris Town Rd.) would need approval by the Itasca County Transportation Dept. Dan Skoglund was present in support noting there is an existing well and he plans to install a new septic system. Mr. Swenson commented the business would be an opportunity to create jobs in the County. Kortekaas/Maasch motioned to close the public portion of the meeting which carried unanimously.

***Motion*: Butterfield/Kortekaas motioned to recommend (to the County Board) approval of the amended CUP application submitted by Harris Township for an electrician business (shop, storage and operations base) and proposed future use to include breaker repair and mini storage facility as set forth in the 3/3/2023 staff report. Motion carried unanimously.**

***Condition/s*: Comply with Best Management Practices during construction.**

As per Section 2.5 of the Zoning Ordinance, since this CUP is of a commercial nature and proposed for a residential zoning district, the Planning Commission will make their recommendation to the County Board who will act on the application after holding a public hearing scheduled for 3/14/2023.

Tara Johnson/CUP—(E 990' of the SW NW less the W 416' of the S 208', Section 22, Lake Jessie Twp. 148-25, Parcel #22-022-2303)— submitted a CUP application for a commercial dog boarding kennel. Mr. Swenson reviewed the staff report dated 3/3/2023, adding to the record PCBA 08 – email from Assistant County Engineer Ryan Sutherland and corrected #8 of the staff report noting it should read a handicap permit may be required (if restrooms are open to the public). Tara Johnson and Tanya MaCrostie were present and discussed the application; noted that Lake Jessie Township approved the application last night; they plan to have 8 larger kennels + 4 smaller kennels inside for smaller dogs; there will be no public restrooms and future kennel may be constructed. Kortekaas/Butterfield motioned to close the public portion of the meeting which carried unanimously.

***Motion*: Bellomy/Butterfield motioned to approve the CUP application submitted by Tara Johnson for a commercial dog boarding kennel as set forth in the 3/3/2023 staff report and motion carried unanimously.**

***Condition/s*: Comply with Best Management Practices during construction.**

Steven Moe/CUP—(E 165' of W 660' of NW NE, Section 20, Harris Township 54-25, Parcel #19-020-1203) — submitted a CUP application for commercial mini storage. Mr. Swenson reviewed the staff report dated 3/3/2023, adding to the record PCBA 07- comments from Assistant County Engineer Ryan Sutherland. Peggy Clayton, Harris Township was present commenting the township had approved the application and would not oppose a second storage building. Steven and Janice Moe were present and discussed their CUP application; they amended their application to include a second mini storage building and also noted there would be no outside storage. Kortekaas/Butterfield motioned to close the public portion of the meeting which carried unanimously.

***Motion*: Butterfield/Kortekaas motioned to recommend (to the County Board) approval of the CUP application submitted by Steven Moe for commercial mini storage as amended (to include second mini storage building) as set forth in the 3/3/2023 staff report and motion carried unanimously.**

***Condition/s*: Comply with Best Management Practices during construction.**

As per Section 2.5 of the Zoning Ordinance, since this CUP is of a commercial nature and proposed for a residential zoning district, the Planning Commission will make their recommendation to the County Board who will act on the application after holding a public hearing scheduled for 3/14/2023.

Election of 2023 Officers. The following were elected:

Chair:	Dan Butterfield
Vice-Chair:	Lisa Maasch
WPIC:	Dan Butterfield
Hwy. 38:	Mike Bellomy

Water Plan Implementation Committee (WPIC) Report. Member Butterfield reviewed the minutes and some details regarding chloride application; the Grand Rapids watershed decision, etc.

At 1:02 p.m., Chair Bellomy adjourned the meeting.

By: Diane Nelson

Diane Nelson, Recording Secretary

CRITERIA NECESSARY FOR THE GRANTING OF A CONDITIONAL USE PERMIT (CUP)

RE: Applicant: ~~Dan Skoglund~~ Harris Township
Proposed Use: Electrical business storage for vehicles, tools, and parts and meeting point
Township/Range: W 416' of N 416' of NW NW, S. 12, 54-25 (PID 19-012-2204)

A CUP MAY BE GRANTED ONLY UPON FINDING ALL OF THE FOLLOWING:

1. The use conforms to the comprehensive plan of the County. yes new business encouraged

2. The use is compatible with the existing neighborhood. yes other businesses along Harris twn Road
Was a welding shop next door previously

3. The use shall not materially adversely impact air quality, water quality or cause soil disturbance. yes will need new septic
well is good

4. The site has sufficient access for ingress and egress and is adequate for water supply and sewage treatment. yes may need a 2nd driveway in the future to be permitted by Transportation Highway Dept. (county)

5. The use shall not cause unsafe or unhealthy conditions. will Not

Recommend for approval
DSB 3/8/23

■When in the opinion of the Planning Commission/BoA (PC/BoA), a CUP may result in a material adverse effect on the environment, the applicant may be requested by the PC/BoA to demonstrate the nature and extent of the effect and to demonstrate methods for mitigating or minimizing the adverse effects.

PCBA 09

CRITERIA NECESSARY FOR THE GRANTING OF A CONDITIONAL USE PERMIT (CUP)

RE: Applicant: Dan Skoglund
Proposed Use: Electrical business storage for vehicles, tools, and parts and meeting point
Township/Range: W 416' of N 416' of NW NW, S. 12, 54-25 (PID 19-012-2204)

A CUP MAY BE GRANTED ONLY UPON FINDING ALL OF THE FOLLOWING:

1. The use conforms to the comprehensive plan of the County. yes -
Encourages expansion of businesses & development of new business.

2. The use is compatible with the existing neighborhood. yes - There is existing ~~for~~ maintenance & storage shed already in neighborhood and none of the neighbors voiced an opinion.

3. The use shall not materially adversely impact air quality, water quality or cause soil disturbance. ~~no~~ only soil disturbance during construction.,
- Current well has been tested and in proper working orde
- A new septic will be put in which will meet all requiremen

4. The site has sufficient access for ingress and egress and is adequate for water supply and sewage treatment. there is proper ingress - another access may be added in the future

5. The use shall not cause unsafe or unhealthy conditions. no it will not.
It will not be open to the public and will meet all zoning requirements..

■When in the opinion of the Planning Commission/BoA (PC/BoA), a CUP may result in a material adverse effect on the environment, the applicant may be requested by the PC/BoA to demonstrate the nature and extent of the effect and to demonstrate methods for mitigating or minimizing the adverse effects.

- Amendment → proposed enhancement -

Lisa Marsh

CRITERIA NECESSARY FOR THE GRANTING OF A CONDITIONAL USE PERMIT (CUP)

RE: Applicant: Dan Skoglund
Proposed Use: Electrical business storage for vehicles, tools, and parts and meeting point
Township/Range: W 416' of N 416' of NW NW, S. 12, 54-25 (PID 19-012-2204)

A CUP MAY BE GRANTED ONLY UPON FINDING ALL OF THE FOLLOWING:

1. The use conforms to the comprehensive plan of the County. yes new businesses are welcome

2. The use is compatible with the existing neighborhood. yes other business's on the road -

3. The use shall not materially adversely impact air quality, water quality or cause soil disturbance. no may be some soil for building

4. The site has sufficient access for ingress and egress and is adequate for water supply and sewage treatment. yes - and there is a good well and a septic will be added by Ron-Ex.

5. The use shall not cause unsafe or unhealthy conditions. no it will not

■When in the opinion of the Planning Commission/BoA (PC/BoA), a CUP may result in a material adverse effect on the environment, the applicant may be requested by the PC/BoA to demonstrate the nature and extent of the effect and to demonstrate methods for mitigating or minimizing the adverse effects.

Richard Kerkhoven 3/8/2023

CRITERIA NECESSARY FOR THE GRANTING OF A CONDITIONAL USE PERMIT (CUP)

RE: Applicant: Dan Skoglund
Proposed Use: Electrical business storage for vehicles, tools, and parts and meeting point
Township/Range: W 416' of N 416' of NW NW, S. 12, 54-25 (PID 19-012-2204)

A CUP MAY BE GRANTED ONLY UPON FINDING ALL OF THE FOLLOWING:

1. The use conforms to the comprehensive plan of the County.

   Business Expansion is allowed & encouraged

2. The use is compatible with the existing neighborhood.

   Yes, will not interfer with existing neighbors

3. The use shall not materially adversely impact air quality, water quality or cause soil disturbance.

   Shall not, ~~New septic & well meets standards~~

4. The site has sufficient access for ingress and egress and is adequate for water supply and sewage treatment.

   Yes, A second entrance may be added
   New septic & existing well meets standards

5. The use shall not cause unsafe or unhealthy conditions.

   Shall not

■When in the opinion of the Planning Commission/BoA (PC/BoA), a CUP may result in a material adverse effect on the environment, the applicant may be requested by the PC/BoA to demonstrate the nature and extent of the effect and to demonstrate methods for mitigating or minimizing the adverse effects.

Mike Kelly 3-8-23

*** FOR COUNTY BOARD USE ***

CRITERIA NECESSARY FOR THE GRANTING OF A CONDITIONAL USE PERMIT (CUP)

RE: Applicant Harris Township
Proposed Use: Electrical business(storage, shop & operations base) breaker repair &
Township/Range W 416' of N 416' of NW NW, S.12, 54-25 (19-012-2204) mini storage
+ proposed parcel enhancement

A CUP MAY BE GRANTED ONLY UPON FINDING ALL OF THE FOLLOWING:

1. The use conforms to the comprehensive plan of the County.

2. The use is compatible with the existing neighborhood.

3. The use shall not materially adversely impact air quality, water quality or cause soil disturbance.

4. The site has sufficient access for ingress and egress and is adequate for water supply and sewage treatment.

5. The use shall not cause unsafe or unhealthy conditions.

■When in the opinion of the Planning Commission/BoA (PC/BoA), a CUP may result in a material adverse effect on the environment, the applicant may be requested by the PC/BoA to demonstrate the nature and extent of the effect and to demonstrate methods for mitigating or minimizing the adverse effects.

CORRECTED APPLICATION
ITEM #6.8

DATE 1/17/23 PHONE # ___ PERMIT # ___

ITASCA COUNTY CONDITIONAL USE APPLICATION
USES NOT PROVIDED FOR WITHIN ZONING DISTRICTS

APPLICANT/ADDRESS Harris Township, 20976 Wendigo Park Rd., Grand Rapids, MN 55744

AGENT/ADDRESS ___

PROPERTY ADDRESS 20958 ~~20876~~ Wendigo Park Rd Grand Rapids, MN 55744

PROPERTY DESCRIPTION/PARCEL # 19-012-2204

ZONE DISTRICT Farm Resid. LAKE NAME/CLASS N/A EX. USE Vacant

DESCRIPTION OF PROPOSED USE Skoglund Electric Storage / Meeting Point.

Building to Store trucks, trailers, tools and Parts. No Store Front.

ATTACH A MAP SHOWING PROPERTY LOCATION, EXISTING CONDITIONS, PROPOSED DEVELOPMENT, AND NEARYBY USES, INCLUDING ANY OTHER INFORMATION THAT IS PERTINENT TO THIS REQUEST.

MANDATORY LAKESHORE MITIGATION PRACTICES: *(To be included with the C/U application)*

A. Septic System: Certified ___; Shall be Upgraded ___ with Permit/Design obtained by: ___
Certification of New Septic System by: ___;

vacant property

B. Erosion control, storm water management, and mitigation plan. This plan shall describe erosion control during/after construction, storm water management/runoff control and mitigation/buffer screening. The mitigation plan shall require a shoreline buffer which shall be in the shore impact zone and consist of trees, shrubs and ground cover of native plants and understory to effectively screen structure(s) as viewed from the waters. This may be accomplished by working with Itasca SWCD or other sources but said plan must be reviewed by Itasca SWCD. The required buffer shall be as follows:

Lake Class	Buffer (Distance from OHWL landward)
GD	10'
RD	15'
NE &PSL	50'

Plant materials for native vegetation buffers shall be as prescribed according to the landscape position, water table, soil type and exposure of the project site. For every 5,000 square feet of buffer are, there shall be a variety of types of native trees, shrubs, forbs, and grasses planted to achieve full coverage. The survival of planting materials must be maintained for a minimum of five years, so that the approved coverage plan is adhered to.

SITE INSPECTION. The applicant acknowledges that no one can be prohibited from coming onto the property when the site is inspected by the Planning Commission or County Board. Photographs may be taken at the site inspection and displayed at the public hearing for use in the decision making process.

Unless otherwise stipulated, a conditional use permit shall remain in effect for so long as all conditions agreed upon are observed. Legal action may result if the provisions and conditions are not complied with as set forth in the application. Upon approval of this conditional use, it shall be the responsibility of the applicant to notify the Environmental Services Department, upon completion of the project, including any conditions. The property may be inspected at any time to assure and affirm all conditions and terms of the permit are in compliance.

SIGNATURE/DATE [signature] 1/17/23

PCBA 01
C:PCBA

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

Tuesday, March 14, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2967

DEPARTMENT: Transportation
PRESENTER: Rachel Metelak

TIME REQUESTED: 10 Minutes

AGENDA ITEM:
5 Year Plan for Highway Improvement Projects Presentation

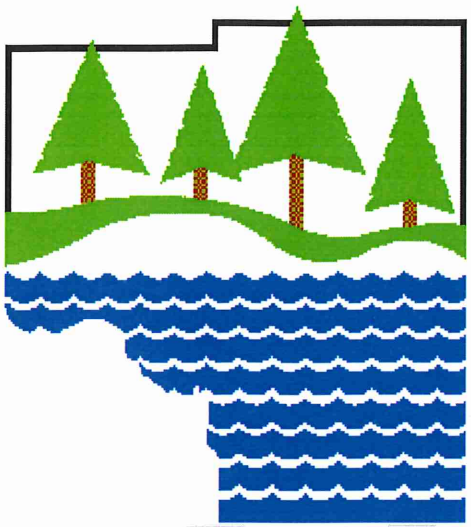
BOARD ACTION REQUESTED:
Informational

BACKGROUND:
The Transportation Department updates the 5 Year Plan for Highway Improvement Projects on an annual basis. Attached is the draft plan for 2023 - 2027. Notice of this presentation was published in the Grand Rapids Herald Review and the Scenic Range News. Additionally, copies of the plan were sent to Townships, Cities and utility companies for their review and comment.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. 2023 5 YEAR PLAN DRAFT

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**



Itasca County

2023

5-Year Plan
For
Highway Improvement Projects

Itasca County Engineer
Karin Grandia
327-2853

March 14, 2023

DRAFT

Introduction

Itasca County annually reviews and updates the Five-Year Plan for Highway Improvement Projects. The annual review process allows the County Board and staff the opportunity to reassess the Highway Improvement Plan and to make adjustments due to changes in financial restrictions, highway conditions, public input, and goals and priorities.

The 2023 Five Year Plan is a flexible five-year action plan for bridge and highway projects. Only construction projects listed during the current year are funded.

- Notice -
Itasca County 5 Year Plan for Road and Bridge Construction Projects

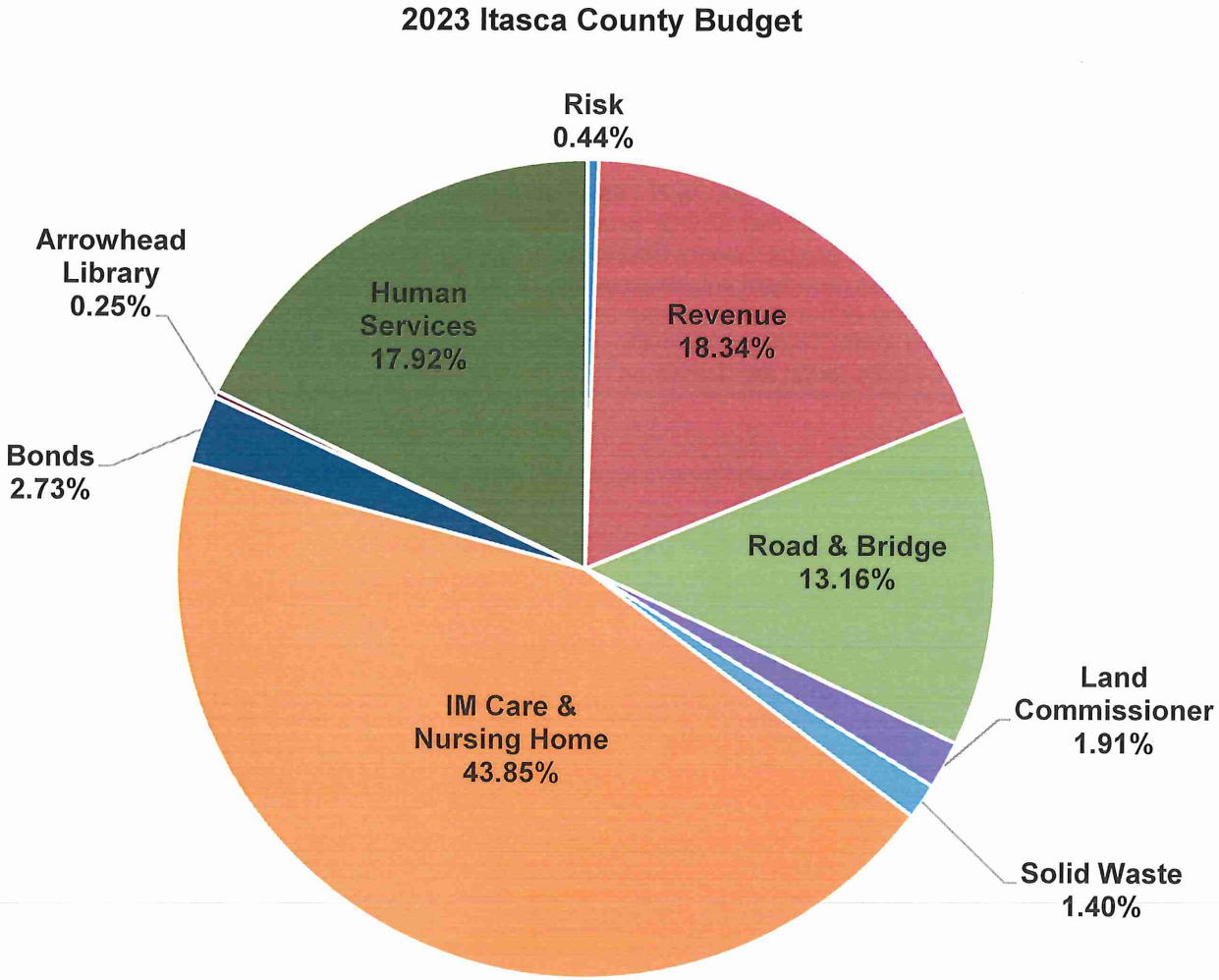
Public input concerning the Itasca County 5 Year Plan for Road and Bridge projects will be accepted at the regularly scheduled County Board Work Session on March 14, 2023, in the County Board Room of the Itasca County Courthouse. County Board members will be available to hear verbal input. Written comment will be accepted at the Transportation Department until March 31, 2023. A copy of the proposed plan and maps showing the projects and their locations is available for review at the Transportation Department in the County Courthouse and online on the Itasca County website under the Transportation Department tab.

Itasca County Transportation Department Overview

The County Transportation Department is responsible for maintaining approximately 1340 miles of roadway and 137 bridges. The department also can be directly or indirectly involved with the maintenance of roadways under the jurisdiction of the 16 cities, 39 organized townships, and the 38 unorganized townships in the county.

The County Engineer, through the staff, is responsible for the administration of both the highway maintenance division and the highway construction division. The maintenance division consists of approximately 73 employees divided between 4 maintenance districts and central purchasing and repair. These employees are responsible for graveling, grading, drainage, signing, snow removal, ice control, equipment repair and minor road improvements. The construction division consists of approximately 12 employees and is responsible for the design and construction administration of all contracted road and bridge improvement projects.

As is shown below, the Transportation Department accounts for approximately 13.16% of the proposed $161,632,982 - 2023 Itasca County Budget. In addition to the $21,275,502 administered by the Transportation Department as part of the Itasca County Budget, the construction division administers on average an additional $1,000,000 per year in federal construction dollars spent in Itasca County.



Road Jurisdiction

In Itasca County, there are generally three levels of road jurisdiction:

State - Consisting of Trunk Highways - Examples include TH 169, TH 2, TH 1 etc. These roads are generally higher volume highways, which provide primary transportation routes between cities and regions within the state.

County - Consisting of;

- County State Aid Highways (CSAH) - Examples include CSAH 7, CSAH 19, and CSAH 3 etc. These roads are generally roads which serve as local transportation routes between cities and regions within the county.
- County Municipal State Aid Highways - Consisting of Municipal State Aid Highways located within cities with populations less than 5000. Examples include CSAH 61 in Coleraine and CSAH 81 in Deer River
- County Roads - Examples include County Road 449, County Road 128, and County Road 539. These roads are generally lesser traveled and serve as access to local population areas. All county roads have 3-digit numbers.
- Unorganized Township Roads - These are generally local gravel roads located within an unorganized township. By state statute, the county is required to provide maintenance on these roads. These roads have 3-digit county road numbers.

Local - Consisting of:

- Municipal State Aid Streets - Consisting of Municipal State Aid Streets located within cities with populations greater than 5000.
- Local Municipal Streets - These are generally local streets serving municipal subdivisions.
- Organized Township Roads - These are local roads within organized townships. Examples include Southwood Road in Harris Township or Walker Road in Spang Township.
- Federal Forest Service Roads - These are local recreational or logging roads having forest service jurisdiction.
- Department of Natural Resources Roads – These are local recreational or logging roads having DNR jurisdiction.
- County Forest Access Roads - These roads are under the jurisdiction of the County Land Commissioner (Land Department). They are generally used for timber access and recreational uses. They may be gated or receive little or no maintenance.

Funding Sources

Funding Sources for Itasca County consist of a combination of Federal, State and Local Funds.

Federal Funds

- Federal Funds spent on road projects within Itasca County are originally allocated by Congress as part of a nationwide transportation bill. The source of the money is based on the federal portion of the gas tax. The majority of these funds which make it to Minnesota are spent on state administered trunk highway projects.

- Itasca County can and does receive federal funds. The county has historically used federal funds to supplement local funding for bridge projects, road projects or railroad crossing projects. In addition, since the Chippewa National Forest is located within the county, the county periodically receives a portion of the Federal Forest Highway Fund. These funds can only be spent on roads within the forest boundary. The projects are prioritized by the forest service and the county, and the projects are administrated by the county.

- Federal funds can only be spent on qualifying projects and generally require a substantial increase in project administration costs due to the increase in required federal documentation. The funds also generally require a minimum of 20% local match.

State Aid Funds

- The county receives a yearly allotment from the state to be spent on county state aid and municipal aid routes. The source of this allotment is primarily the state gas tax. These funds can only be spent on qualifying state aid routes and have historically been used for construction and maintenance. This allotment is approximately 50% of the funding for the transportation department.

Bridge Bonding

- Bridge Bonding funds are allocated by the Minnesota legislature every other year. The county can and does receive bridge bonding funds. These funds can be used on any eligible bridge in Itasca County on either a CSAH, a county road or a township bridge. State Bridge Bonding funds are allocated to the county as grants (no repayment by the county).

County Funds

- The County Board allocates a portion of its yearly budget to the transportation department for construction and maintenance of county roads. The funding primarily comes from local property taxes. These funds are generally spent on local road and maintenance projects. The amount available each year can vary greatly based on overall county budget needs.

- In 2014, the County Board implemented a wheelage tax on vehicles registered in Itasca County. This tax is estimated to generate approximately $430,000 per year. These funds are used to supplement the maintenance and construction on roads not qualifying for state aid funding.

Unorganized Township Funds

- The unorganized township fund receives monies from the road and bridge levy in each unorganized township. These funds are generally spent on local road and maintenance projects in unorganized township areas.

Typical Funding Amounts

Construction Funding

It is difficult to provide a 'Typical' funding year due to the variability of different funding sources. The following data is based on historical data and does not indicate future funding amounts.

Federal Funds

- On average, Itasca County receives over $1,000,000 per year in federal funds for road and bridge projects.

State Aid Funds

- Each year Itasca County receives approximately $11,300,000 of State Aid Funds. Of that amount, $9,950,000 is regular state aid and $1,350,000 is municipal state aid.
- The funding is split 60/40 so that approximately $5,975,000 is allocated for State Aid construction and $3,985,000 for maintenance.
- Approximately $815,000 is allocated for Municipal County State Aid construction and $540,000 is allocated for Municipal Maintenance.

Bridge Bonding

- State Bridge Bonding is a major source of funding for bridge construction projects and is allocated by the State Legislature. Over the past 5 years approximately $650,000 per year has been available for bridge and railroad crossing construction projects. These funds vary from year to year.

County Funds

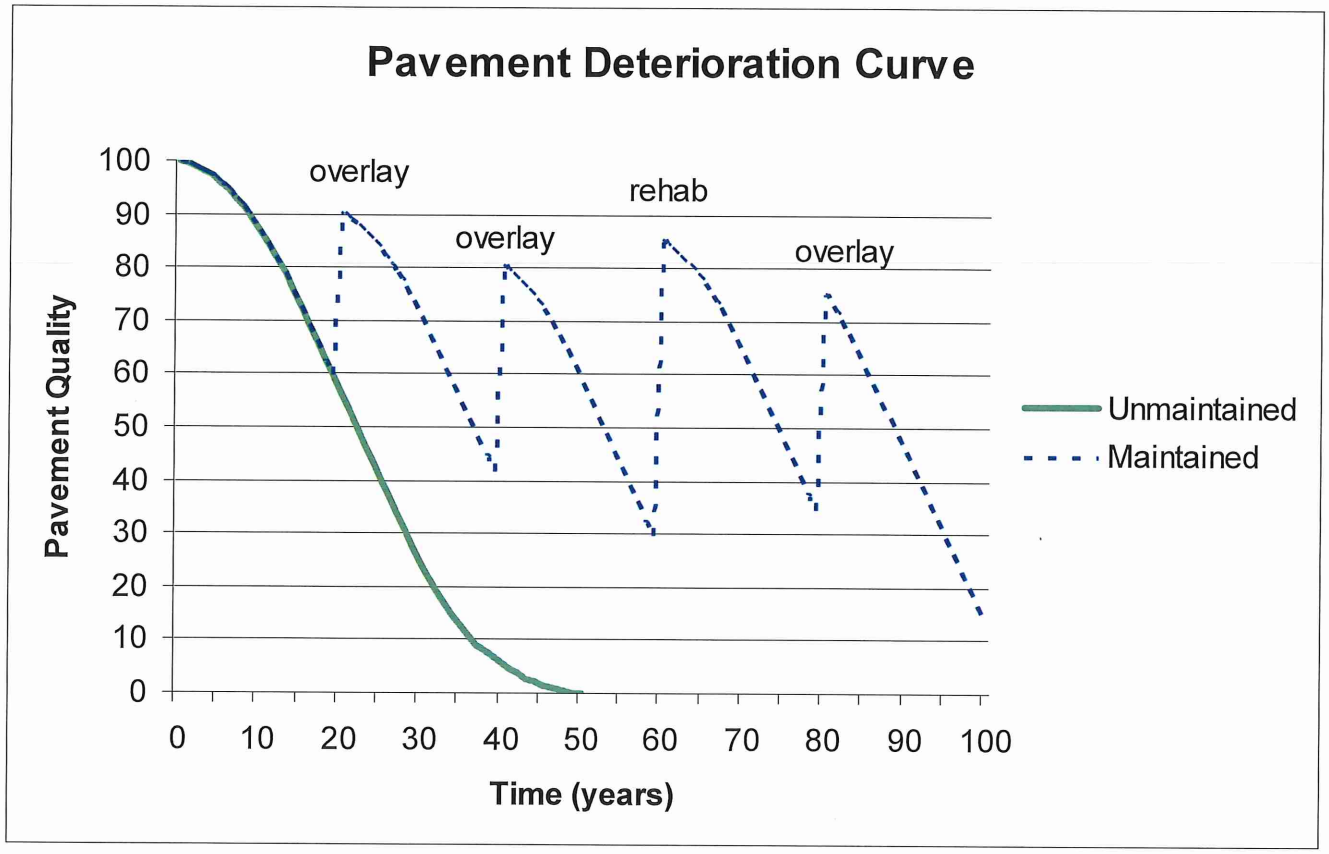
- County Construction funds are typically utilized to upgrade existing gravel County Roads to a bituminous surfaced road. These funds have not been available for many years due to budgeting constraints.
- County Preservation funds have remained at $680,000 over the past 5 years and are supplemented with the monies collected from the wheelage tax, providing a total of $1,100,000 for preservation. These funds are typically used on existing paved roads for contracted projects such as bituminous overlays, regrading and surfacing.
- The County averages $310,000 per year for gravel production which is used to surface existing County gravel roads.

Other Funding

- Itasca County has received funding for projects from other sources including Unorganized Township Funding, Town Bridge and Town Road accounts.

Protecting our Pavement Investment

Pavements tend to deteriorate over time due to traffic loads and environmental effects. A graph of the life cycle of a typical bituminous road is shown below where the pavement rating is a relative evaluation of the condition of the road.



The solid line indicates how a pavement would perform with no maintenance. The road is graded and paved at year 0 and is at its best condition (Pavement Quality Index, PQI =100). The pavement will deteriorate over time and after about 30 to 35 years the pavement would deteriorate to the point where vehicle travel would be dangerous at best (PQI = 20).

The dashed line indicates the maintenance strategy of most transportation departments. Periodic overlays and rehabilitation projects are performed to increase the PQI on an interval which attempts to maximize the pavement's ride quality. Every 50 years a rehabilitation project is performed, which replaces culverts and addresses minor grade or subgrade issues. Approximately every 100 years, the road will require a major regrade project.

How much does a paved road Cost?

This County will review construction standards and consider:

- Reconstruct the grade of the road every 100 years.
- Rehabilitate the road every 50 years.
- Perform surface treatment every 20 years.

The following costs are used for budgeting road improvement projects:

1. $ 1,150,000 per mile to reconstruct a road and surface with bituminous pavement.
2. $ 325,000 per mile to rehabilitate an existing bituminous road.
3. $ 130,000 per mile for surface treatment of an existing bituminous road.

The Cost cycle of 1 mile of road:

Year 1	Construct	@	$ 1,150,000
Year 20	Surface Treatment	@	$ 130,000
Year 40	Surface Treatment	@	$ 130,000
Year 60	Rehabilitation	@	$ 325,000
Year 80	Surface Treatment	@	$ 130,000
Total			$ 1,865,000

This equates to approximately **$18,650 per mile per year** to maintain a bituminous road.

There are:

1. 603 total miles of paved roads (County Jurisdiction)
2. 506 of paved CSAH mileage
3. 97 of paved County funded road mileage (3-digit roads)

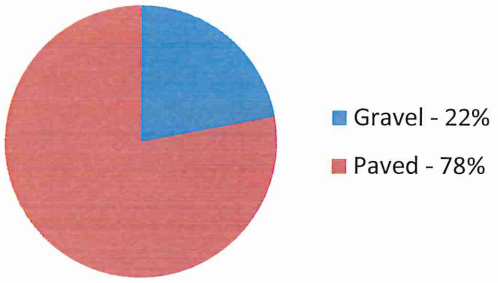
Therefore, to maintain our existing bituminous county roads we require the following yearly budget:

506 CSAH miles - $ 9.4 million (current allocation at $6.79 million)
97 County miles - $1.8 million (current allocation at $1.1 million)

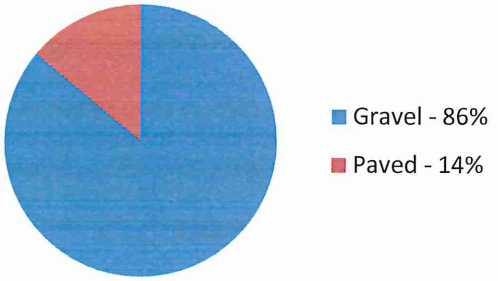
These figures do not include bridge projects, snow plowing, minor surface repairs or other incidental maintenance costs

Gravel vs. Paved

CSAH SYSTEM (649 MILES - TOTAL)



COUNTY SYSTEM (691 MILES - TOTAL)



Of the approximately 1340 miles of roads under Itasca County jurisdiction, approximately 48% are designated CSAH and 52% are designated County. In addition, approximately 45% of Itasca County Road miles are paved.

The average annual cost to maintain a bituminous road is approximately $18,650 per mile based on construction and surface resurfacing costs over the expected life of the road.

The annual cost to maintain a gravel road surface can vary greatly and is usually directly related to the traffic volume on the road. The following table indicates an estimate of the road surface maintenance costs required for gravel roads with three traffic volume levels.

Road ADT	100	200	300
Surface Maintenance Costs (Grader time)			
Grader minutes per mile	60 minutes @ $120.00/hr per mile	60 minutes @ $120.00/hr per mile	60 minutes @ $120.00/hr per mile
Number of grading passes per week	0.5	1	2
Grading weeks per year	26	26	26
Grading Cost per mile per year	$ 1,560	$ 6,240	$ 9,360
Resurfacing Costs (Gravel)			
Re-gravel interval	20 years	10 years	6 years
Cost per mile per year	$ 1,420	$ 2,840	$ 4,730
Chloride Costs			
Chloride Cost per mile per year	---	$2,200	$2,200
Total yearly cost per mile	**$ 3,144**	**$ 8,488**	**$ 13,720**

As can be seen, the maintenance costs rise with the increase in daily traffic volume. The surface costs for a gravel road begin to justify paving at an ADT level of around 300 vehicles per day, from a maintenance perspective.

The following table lists the number of miles of gravel and bituminous surfaced roads under county jurisdiction. As can be seen, the majority of roads over 300 ADT have bituminous surface

NOTES:

- ADT means the Average Annual Daily Traffic count which is an estimate of the number of vehicles per day, calculated on an annual average.
- The State Aid Funding rules discourage the use of State Aid funds for paving roads under an ADT of 150 vehicles per day.

SURFACE TYPE - CATEGORIZED BY TRAFFIC COUNT						
	Surface type	0-100 ADT	100 -200 ADT	200 - 300 ADT	OVER 300 ADT	Total
CSAH SYSTEM	Paved (miles)	3	77	82	342	504
	Gravel (miles)	85	57	1	2	145
COUNTY ROAD SYSTEM	Paved (miles)	22	27	40	26	99
	Gravel (miles)	495	86	6	3	592
	Total	**636**	**223**	**92**	**384**	**1,340**

System Preservation Priorities

The County Transportation Department uses a variety of indicators to prioritize construction and rehabilitation projects. Some of these are:

- Safety
- Preservation of existing pavement
- Availability of funding
- Traffic count
- Cost participation by others
- Project grouping
- Maintenance costs
- Pavement Quality Index
- Economic Development
- Public request

These factors are evaluated on potential projects to arrive with the County 5-year Plan which is reviewed and updated on a yearly basis.

System Evaluation

Every two years Itasca County receives data from MnDOT on pavement quality. This data provides a relative ride and pavement condition rating to all paved State Aid and County Roads. This process provides a basis for potential future construction projects based on the condition of the existing road independent of other factors. The department then evaluates the individual projects as to a recommended type of construction project required to bring the roadway to an acceptable ride.

2023 - 5 Year Plan for Construction Projects

The following worksheets and maps detail the proposed 2023 - 5-year plan. It should be noted that this plan is subject to change based on available funding, project conflicts and engineering workload. Project cost and allotment estimates are preliminary and are used for planning purposes only. The detail sheets contain the following sections:

- 2023 through 2027 Highway Construction Project lists
- 2023 through 2027 Highway Construction Project Maps

Public Involvement

Public input concerning the Itasca County 5 Year Plan for Road and Bridge projects will be accepted at the regularly scheduled County Board Work Session on March 14, 2023, in the County Board Room of the Itasca County Courthouse. County Board members will be available to hear verbal input. Written comment will be accepted at the Transportation Department until March 31, 2023. A copy of the proposed plan and maps showing the projects and their locations is available for review at the Transportation Department in the County Courthouse and online at the Itasca County website under the Transportation Department tab.

Questions or comments can be addressed to:

Karin Grandia
Itasca County Engineer
123 4th Street NE
Grand Rapids, MN 55744
218-327-2853

Itasca County

2023 - 2027

Proposed Project Schedule for Highway Improvement Projects

Itasca County 5-year Plan

REVISED: 2/21/2023

CONSTRUCTION PROJECTS FOR	2023

Road Number	LOCATION (FROM - TO)	Length	Type of Work	Estimated Cost	State Aid Funding	Municpal State Aid Funding	County Preservation Funding	Other Funding	Other Funding Source	Plat Page
CR 407	Rail Road Crossing	—	Crossing Surface Replacement	$50,000			$50,000			23
CR 427	CSAH 67 to CSAH 68	5.0	Bituminous Overlay	$600,000			$600,000			12, 17, 18
CR 432	CSAH 68 to 2.67 miles south	2.7	Bituminous Overlay	$300,000			$300,000			11
CSAH 4	CSAH 29 to TH 6	6.2	Bituminous Overlay	$1,000,000	$1,000,000					67
CSAH 7	TH 38 to Scenic Estates Drive	0.3	Sidewalk & Bit Overlay	$200,000	$200,000					69,70,80
CSAH 7	Scenic Estates Drive to CSAH 75	6.8	Bituminous Rehabilitation	$3,000,000	$800,000			$2,200,000	Federal	69,70,80
CSAH 52 **	CR 340 to CR 342	2.8	Reconstruction	$2,300,000	$2,300,000					71
CSAH 78	CSAH 7 to CR 77	0.7	Bituminous Overlay/Rehab	$200,000		$200,000				80
CSAH 92	(CR 142) CSAH 44 to 0.15 miles E. of CR 256	8.5	Bituminous Rehabilitation	$1,400,000	$1,400,000					35, 36
CSAH 84	City of Calumet - TH 169 to TH 169	0.2	Bituminous Rehabilitation	$400,000		$400,000				32
CR 336 **	Bridge 7108 & 93290 over the Prairie River	—	Bridge Replacement	$2,600,000			$500,000	$2,100,000	Bridge Bonding	49
CR 238	CSAH 19 to CR 247	2.3	Base & Bituminous/Overlay	$350,000				$350,000	UT B	37
CSAH 18	Rail Road Crossing	—	Crossing Surface Replacement	$40,000	$40,000					
	Various Roads		Rountine Maintenance: Crack Sealing & Pavement Patches	$150,000			$150,000			
** clearing in 2023 - reconstruction work in 2024										
TOTAL				$12,590,000	$5,740,000	$600,000	$1,600,000	$4,650,000		

PROJECTED STATE AID BALANCE

State Aid Balance End of 2022	$580,000
State Aid Allotment for Year 2023	$5,900,000
Transfer from Municipal Construction	
Engineering	$650,000
State Aid Construction for Year 2023	$5,740,000
State Aid Balance End of 2023	$90,000

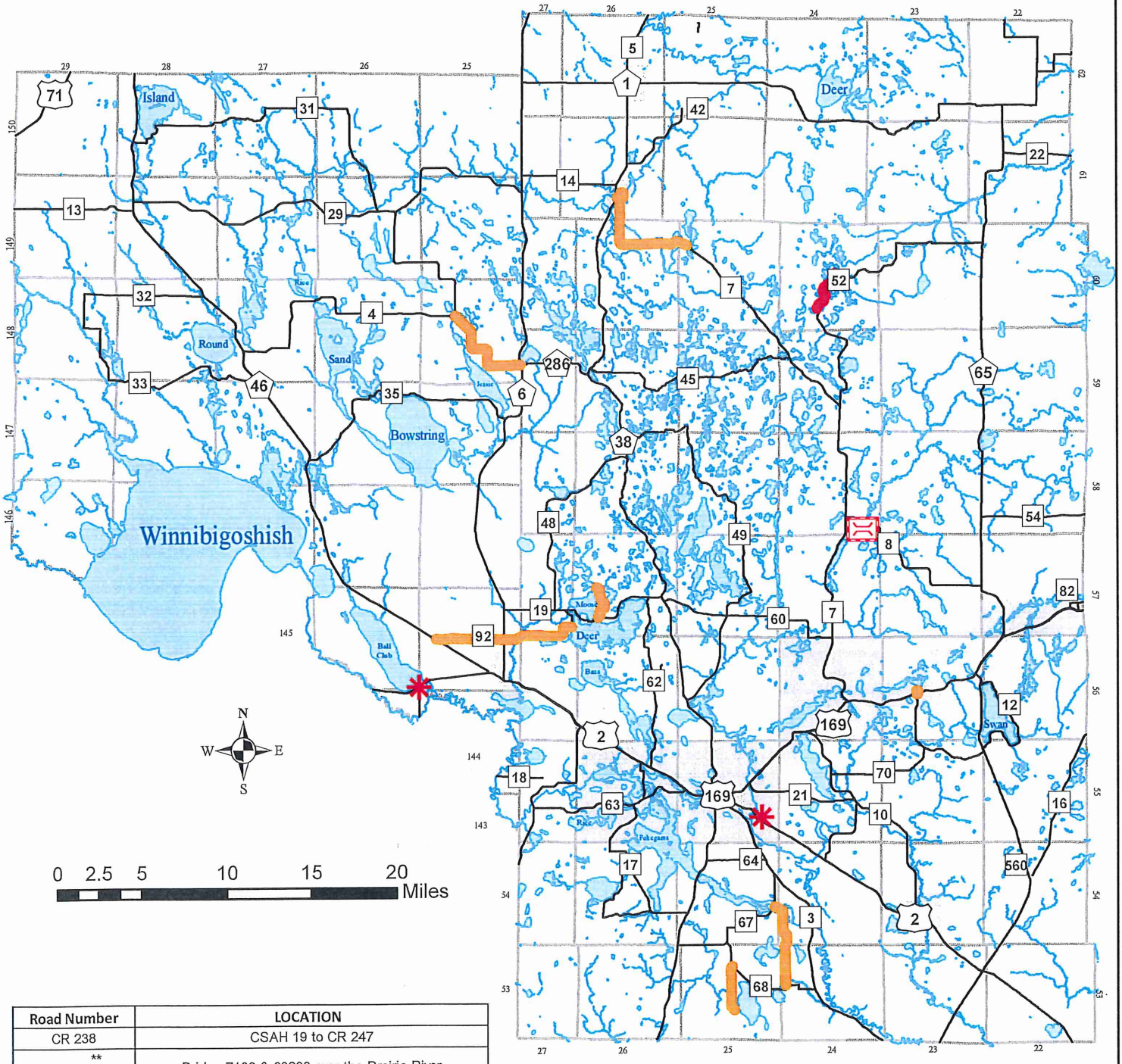
PROJECTED COUNTY PRESERVATION BALANCE

County Preservation Balance End of 2022	$60,000
County Preservation Allotment for Year 2023	$680,000
Wheelage Tax	$430,000
County Preservation Construction for Year 2023	$1,600,000
County Preservation Balance End of 2023	-$430,000

PROJECTED MUNICIPAL STATE AID BALANCE

Municipal State Aid Balance End of 2022	$0
Municipal State Aid Allotment for Year 2023	$800,000
Transfer from Mun. Const. to State Aid Const.	
Municipal State Aid Construction for Year 2023	$600,000
Municipal State Aid Balance End of 2023	$200,000

ITASCA COUNTY CONSTRUCTION PROJECTS 2023



Road Number	LOCATION
CR 238	CSAH 19 to CR 247
CR 336 **	Bridge 7108 & 93290 over the Prairie River
CR 407	Rail Road Crossing
CR 427	CSAH 67 to CSAH 68
CR 432	CSAH 68 to 2.67 miles south
CSAH 4	CSAH 29 to TH 6
CSAH 7	TH 38 to Scenic Estates Drive
CSAH 7	Scenic Estates Drive to CSAH 75
CSAH 18	Rail Road Crossing
CSAH 52 **	CR 340 to CR 342
CSAH 78	CSAH 7 to CR 77
CSAH 92	(CR 142) CSAH 44 to 0.15 miles E. of CR 256
CSAH 84	City of Calumet - TH 169 to TH 169
**	clearing in 2023 - reconstruction work in 2024

2023 Construction Projects

- Bridge Replacement
- Railroad Crossing
- Bituminous
- Reconstruction

Itasca County 5-year Plan

REVISED: 2/21/2023

		CONSTRUCTION PROJECTS FOR		2024						
Road Number	LOCATION (FROM - TO)	Length	Type of Work	Estimated Cost	State Aid Funding	Municpal State Aid Funding	County Preservation Funding	Other Funding	Other Funding Source	Plat Page
CR 560	TH 65 to TH 65 West Shore	2.0	Bituminous Rehabilitation	$625,000			$625,000			32, 33
** CSAH 7	CSAH 59 to CSAH 8	4.3	Reconstruction & Paving	$5,300,000	$5,300,000					39, 49
CSAH 61	Coleraine City Limits to Hwy 169	1.60	Bituminous Overlay/Rehab	$400,000		$400,000				31
** CSAH 70	Bridge 7109 over Swan River	–	Bridge Replacement	$1,000,000	$200,000			$800,000	Federal Aid	24
** CSAH 70	Bridge 7110 over Swan River	–	Bridge Replacement	$1,200,000	$900,000			$300,000	Bridge Bonding	24
CSAH 81	TH 2 to TH 6 (Deer River)	0.9	Bituminous Overlay	$250,000		$250,000				35
CSAH 61	Bridge 31513 over Prairie River	—	Bridge Replacement	$2,100,000	$100,000			$2,000,000	Federal Aid	30
	Various Roads		Rountine Maintenance: Crack Sealing & Pavement Patches	$150,000			$150,000			
** clearing in 2024 - reconstruction work in 2025										
TOTAL				$11,025,000	$6,500,000	$650,000	$775,000	$3,100,000		

PROJECTED STATE AID BALANCE

State Aid Balance End of 2023	$90,000
State Aid Allotment for Year 2024	$5,900,000
Transfer from Municipal Construction	
Engineering	$450,000
State Aid Construction for Year 2024	$6,500,000
State Aid Balance End of 2024	-$960,000

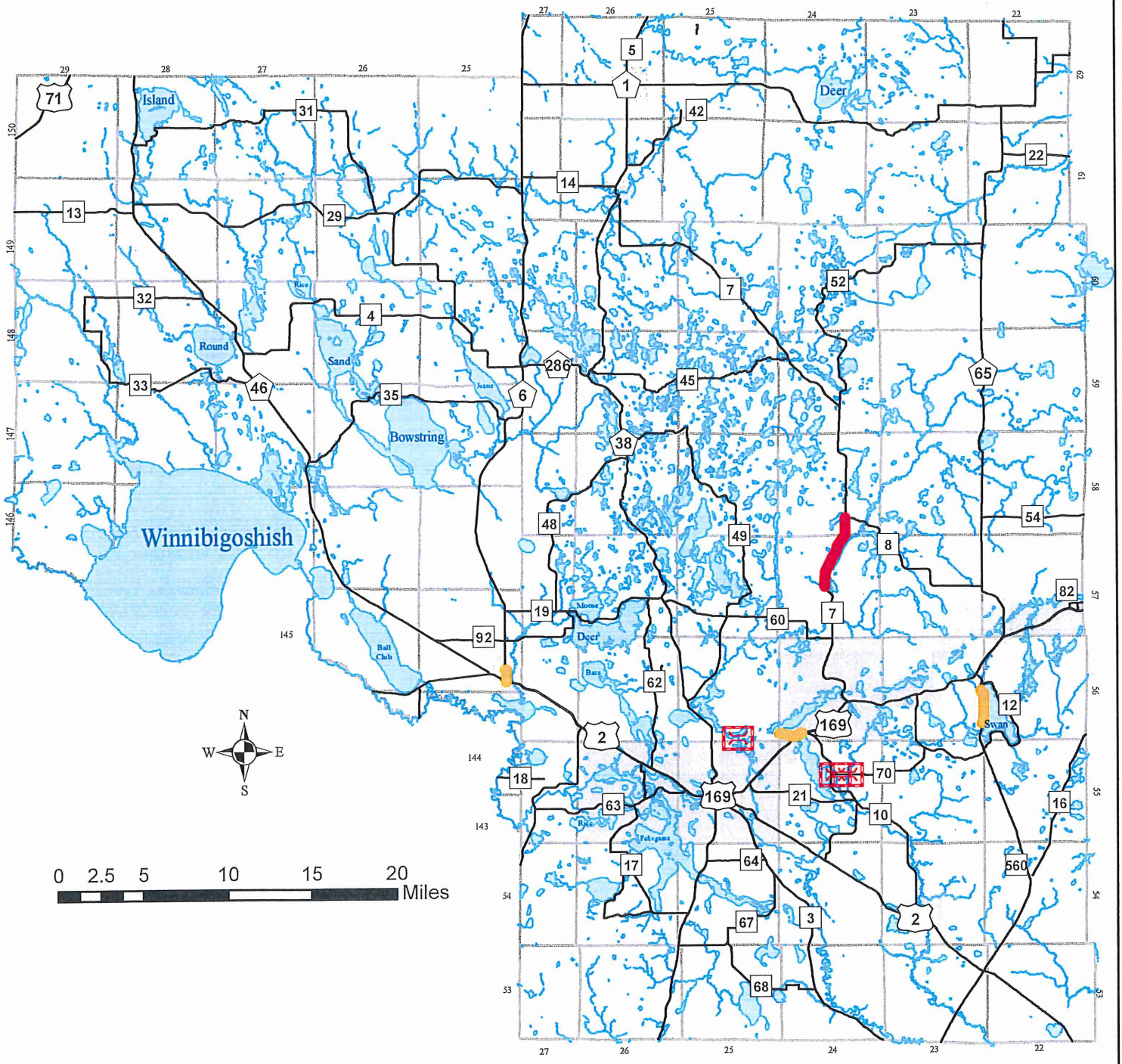
PROJECTED COUNTY PRESERVATION BALANCE

County Preservation Balance End of 2023	-$430,000
County Preservation Allotment for Year 2024	$680,000
Wheelage Tax	$430,000
County Preservation Construction for Year 2024	$775,000
County Preservation Balance End of 2024	-$95,000

PROJECTED MUNICIPAL STATE AID BALANCE

Municipal State Aid Balance End of 2023	$200,000
Municipal State Aid Allotment for Year 2024	$800,000
Transfer from Mun. Const. to State Aid Const.	
Municipal State Aid Construction for Year 2024	$650,000
Municipal State Aid Balance End of 2024	$350,000

ITASCA COUNTY CONSTRUCTION PROJECTS 2024



Road Number	LOCATION
CSAH 7 **	CSAH 59 to CSAH 8
CSAH 61	Bridge 31513 over Prairie River
CSAH 61	Coleraine City Limits to Hwy 169
CSAH 70 **	Bridge 7109 over Swan River
CSAH 70 **	Bridge 7110 over Swan River
CSAH 81	TH 2 to TH 6 (Deer River)
CR 560	TH 65 to TH 65 West Shore
**	clearing in 2024 - reconstruction in 2025

2024 Construction Projects

- Bridge Replacement
- Bituminous
- Reconstruction

Itasca County 5-year Plan

REVISED: 2/21/2023

		CONSTRUCTION PROJECTS FOR		2025						
Road Number	LOCATION (FROM - TO)	Length	Type of Work	Estimated Cost	State Aid Funding	Municpal State Aid Funding	County Preservation Funding	Other Funding	Other Funding Source	Plat Page
CR 149	Bridge 88201 to TH 46	0.7	Bituminous Overlay	$85,000			$85,000			65
CR 239	CSAH 17 to CSAH 17	4.6	Bituminous Overlay	$600,000			$600,000			16
CR 439	Bridge 7026	—	Bridge Replacement	$650,000			$50,000	$600,000	Bridge Bonding	12
CSAH 68	Bridge 7027 over Split Hand Creek	—	Bridge Replacement	$700,000	$375,000			$325,000	Bridge Bonding	12
CSAH 29	TH 46 to Dora Lake Bridge	10.8	Bituminous Overlay	$1,700,000	$350,000			$1,350,000	Federal	75, 76
CSAH 32	TH 46 to End Pavement	2.2	Bituminous Overlay	$300,000	$300,000					64
CSAH 35	TH 46 to CR 175	10.3	Bituminous Overlay & Rehab	$2,100,000	$2,100,000					54, 55
CSAH 52	CR 342 to Horsehead Lake Trail	4.3	Clear & Grub	$150,000	$150,000					71, 72
CSAH 62	CSAH 63 to Hwy 169	2.4	Bituminous Overlay/Rehab	$650,000		$650,000				22
CSAH 96	(CR 457) Grand Rapids City Limits to CSAH 64	1.25	Bituminous Rehabilitation	$400,000	$400,000					23
CSAH 24	TH 46 to end of pavement	4.75	Bit Overlay & Culvert Repair	$750,000	$750,000					
	Various Roads		Rountine Maintenance: Crack Sealing & Pavement Patches	$150,000			$150,000			
TOTAL				$8,235,000	$4,425,000	$650,000	$885,000	$2,275,000		

PROJECTED STATE AID BALANCE

State Aid Balance End of 2024	-$960,000
State Aid Allotment for Year 2025	$5,900,000
Transfer from Municipal Construction	
Engineering	$500,000
State Aid Construction for Year 2025	$4,425,000
State Aid Balance End of 2025	$15,000

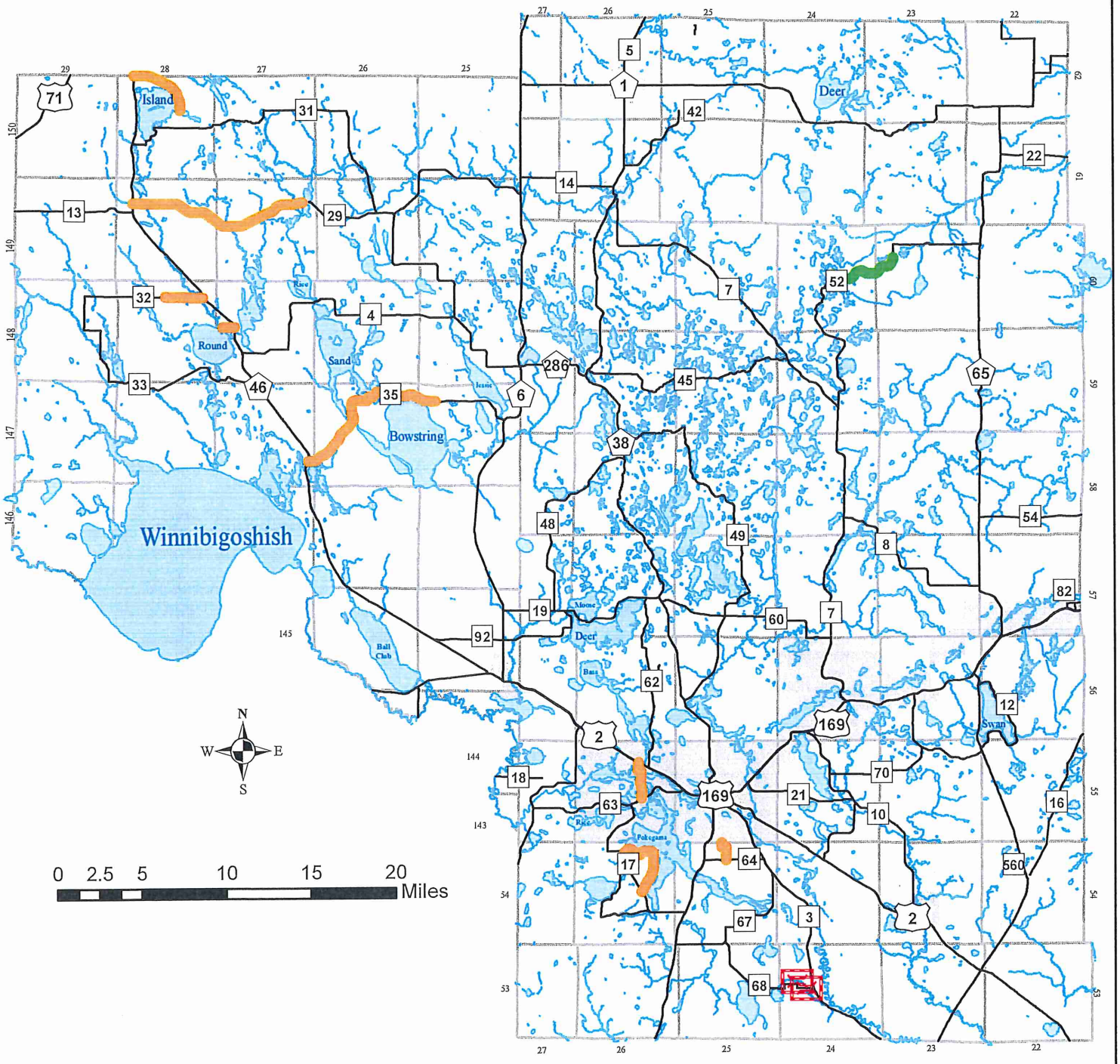
PROJECTED COUNTY PRESERVATION BALANCE

County Preservation Balance End of 2024	-$95,000
County Preservation Allotment for Year 2025	$680,000
Wheelage Tax	$430,000
County Preservation Construction for Year 2025	$885,000
County Preservation Balance End of 2025	$130,000

PROJECTED MUNICIPAL STATE AID BALANCE

Municipal State Aid Balance End of 2024	$350,000
Municipal State Aid Allotment for Year 2025	$800,000
Transfer from Mun. Const. to State Aid Const.	
Municipal State Aid Construction for Year 2025	$650,000
Municipal State Aid Balance End of 2025	$500,000

ITASCA COUNTY CONSTRUCTION PROJECTS 2025



Road Number	LOCATION
CSAH 24	TH 46 to end of pavement
CSAH 29	TH 46 to Dora Lake Bridge
CSAH 32	TH 46 to End Pavement
CSAH 35	TH 46 to CR 175
CSAH 52	CR 342 to Horsehead Lake Trail
CSAH 62	CSAH 63 to Hwy 169
CSAH 68	Bridge 7027 over Split Hand Creek
CSAH 96	(CR 457) Grand Rapids City Limits to CSAH 64
CR 149	Bridge 88201 to TH 46
CR 239	CSAH 17 to CSAH 17
CR 439	Bridge 7026

2025 Construction Projects

- Bridge Replacement
- Reconstruction
- Bituminous
- Clearing

Itasca County 5-year Plan

REVISED: 2/21/2023

		CONSTRUCTION PROJECTS FOR		2026						
Road Number	LOCATION (FROM - TO)	Length	Type of Work	Estimated Cost	State Aid Funding	Municpal State Aid Funding	County Preservation Funding	Other Funding	Other Funding Source	Plat Page
CR 140	Bridge 88193	–	Bridge Replacement	$500,000			$100,000	$400,000	Bridge Bonding	34
CR 533	TH 1 to end of pavement	2.2	Bituminous Overlay	$300,000			$300,000			93
CSAH 17	Bridge 7146	–	Bridge Replacement	$800,000	$400,000			$400,000	Bridge Bonding	16
CSAH 43	TH 38 to Daley Larson Road	1.2	Bituminous Overlay	$175,000	$175,000					68, 69
CSAH 43	Daley Larson Road to Jaynes School Road	0.8	Base & Bituminous	$250,000	$250,000					
CSAH 86	TH 65 to Alley East of 4th St	0.2	Bituminous Rehab & ADA	$150,000		$150,000				41
CSAH 52	CR 342 to Horsehead Lake Trail	4.3	Reconstruction	$3,225,000	$3,225,000					71, 72
CSAH 75	CSAH 7 to park	1.5	Bituminous Overlay	$200,000	$200,000					70
CR 440	CSAH 21 to Hwy 169	2.3	Bituminous Overlay	$300,000			$300,000			23, 24
	Various Roads		Rountine Maintenance: Crack Sealing & Pavement Patches	$150,000			$150,000			
TOTAL				$6,050,000	$4,250,000	$150,000	$850,000	$800,000		

PROJECTED STATE AID BALANCE

State Aid Balance End of 2025	$15,000
State Aid Allotment for Year 2026	$5,900,000
Transfer from Municipal Construction	
Engineering	$250,000
State Aid Construction for Year 2026	$4,250,000
State Aid Balance End of 2026	$1,415,000

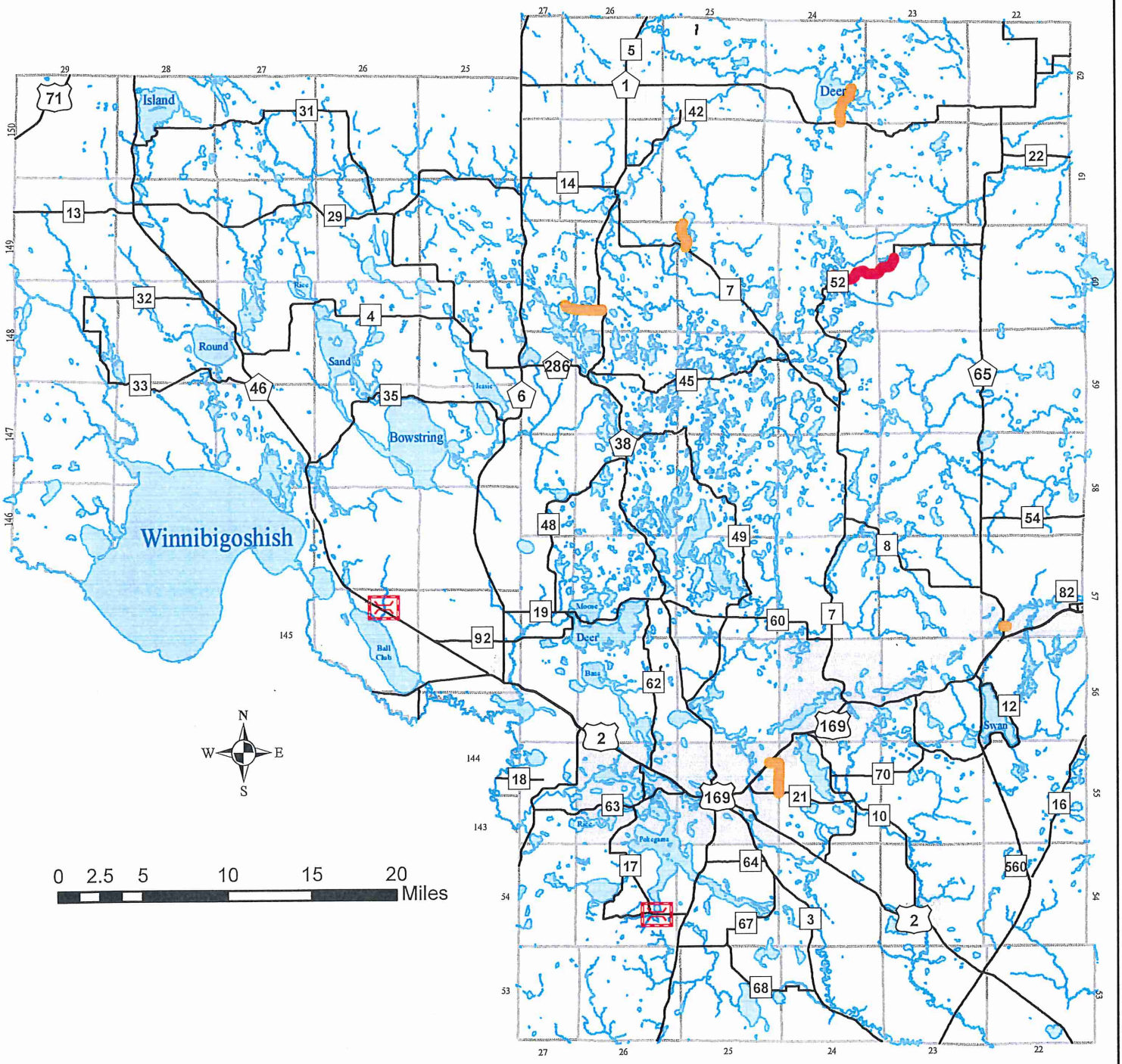
PROJECTED COUNTY PRESERVATION BALANCE

County Preservation Balance End of 2025	-$95,000
County Preservation Allotment for Year 2026	$680,000
Wheelage Tax	$430,000
County Preservation Construction for Year 2026	$850,000
County Preservation Balance End of 2026	$165,000

PROJECTED MUNICIPAL STATE AID BALANCE

Municipal State Aid Balance End of 2025	$350,000
Municipal State Aid Allotment for Year 2026	$800,000
Transfer from Mun. Const. to State Aid Const.	
Municipal State Aid Construction for Year 2026	$150,000
Municipal State Aid Balance End of 2026	$1,000,000

ITASCA COUNTY CONSTRUCTION PROJECTS 2026



Road Number	LOCATION
CSAH 17	Bridge 7146
CSAH 43	TH 38 to Daley Larson Road
CSAH 43	Daley Larson Road to Jaynes School Road
CSAH 52	CR 342 to Horsehead Lake Trail
CSAH 75	CSAH 7 to park
CSAH 86	TH 65 to Alley East of 4th St
CR 140	Bridge 88193
CR 440	CSAH 21 to Hwy 169
CR 533	TH 1 to end of pavement

2026 Construction Projects

- Bridge Replacement
- Bituminous
- Reconstruction

Itasca County 5-year Plan

REVISED: 2/21/2023

		CONSTRUCTION PROJECTS FOR		2027						
Road Number	LOCATION (FROM - TO)	Length	Type of Work	Estimated Cost	State Aid Funding	Municpal State Aid Funding	County Preservation Funding	Other Funding	Other Funding Source	Plat Page
CSAH 52	CR 340 to TH 65	13.0	Base & Bituminous	$3,900,000	$3,900,000					71 & 72
CSAH 52	CSAH 7 to CR 340	7.3	Bituminous Overlay	$1,000,000	$1,000,000					60 & 71
CSAH 63	CR 257 to Hwy 2	5.2	Bituminous Overlay	$900,000	$180,000			$720,000	Federal	
CSAH 7	CR 339 to CR 341	6.4	Bituminous Overlay	$800,000	$170,000			$630,000	Federal	
CR 340	CSAH 52 to end of pavement	0.35	Bituminous Overlay	$50,000			$50,000			
CSAH 92	(CR 142) 0.15 miles E of CR 256 to CSAH 19	1.2	Reconstruction	$850,000	$850,000					36
CSAH 67	Jane Lane to Hughes Road	1.5	Reconstruction	$1,000,000	$1,000,000					17
CR 560	TH 65 to TH 65 (Goodland)	2.7	Bituminous Overlay	$350,000			$350,000			20
CSAH 15	TH 169 to end	0.85	Bituminous Rehabilitation & ADA Updgrades	$400,000		$400,000				31
CSAH 80	Bridge 88246	–	Bridge Replacement	$1,000,000		$500,000		$500,000	Bridge Bonding	
	Various Roads		Rountine Maintenance: Crack Sealing & Pavement Patches	$150,000			$150,000			
TOTAL				$10,400,000	$7,100,000	$900,000	$550,000	$1,850,000		

PROJECTED STATE AID BALANCE

State Aid Balance End of 2025	$1,415,000
State Aid Allotment for Year 2026	$5,800,000
Transfer from Municipal Construction	
Engineering	$250,000
State Aid Construction for Year 2026	$7,100,000
State Aid Balance End of 2026	-$135,000

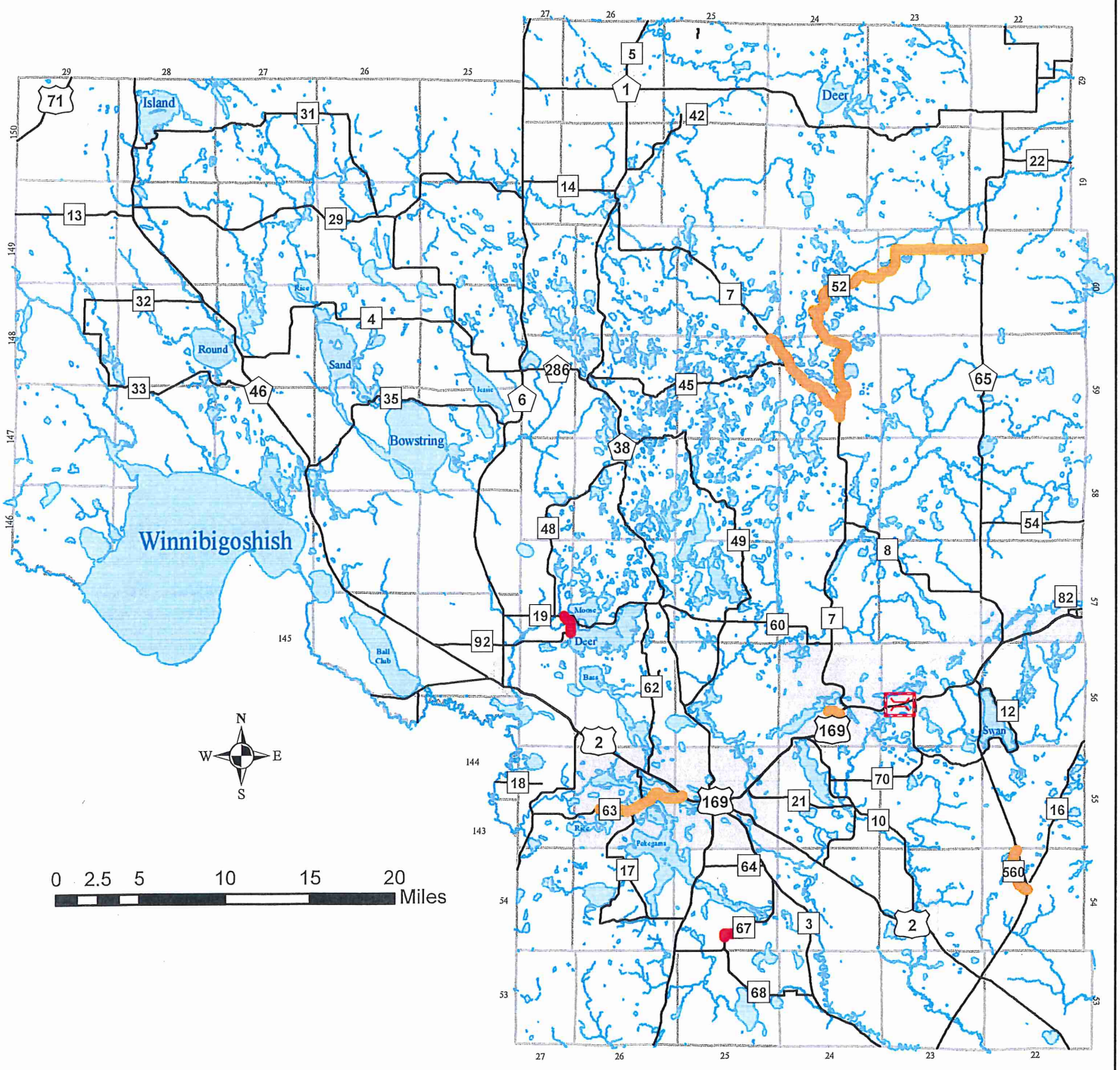
PROJECTED COUNTY PRESERVATION BALANCE

County Preservation Balance End of 2025	$165,000
County Preservation Allotment for Year 2026	$680,000
Wheelage Tax	$430,000
County Preservation Construction for Year 2026	$550,000
County Preservation Balance End of 2026	$725,000

PROJECTED MUNICIPAL STATE AID BALANCE

Municipal State Aid Balance End of 2025	$1,000,000
Municipal State Aid Allotment for Year 2026	$800,000
Transfer from Mun. Const. to State Aid Const.	
Municipal State Aid Construction for Year 2026	$900,000
Municipal State Aid Balance End of 2026	$900,000

ITASCA COUNTY CONSTRUCTION PROJECTS 2027

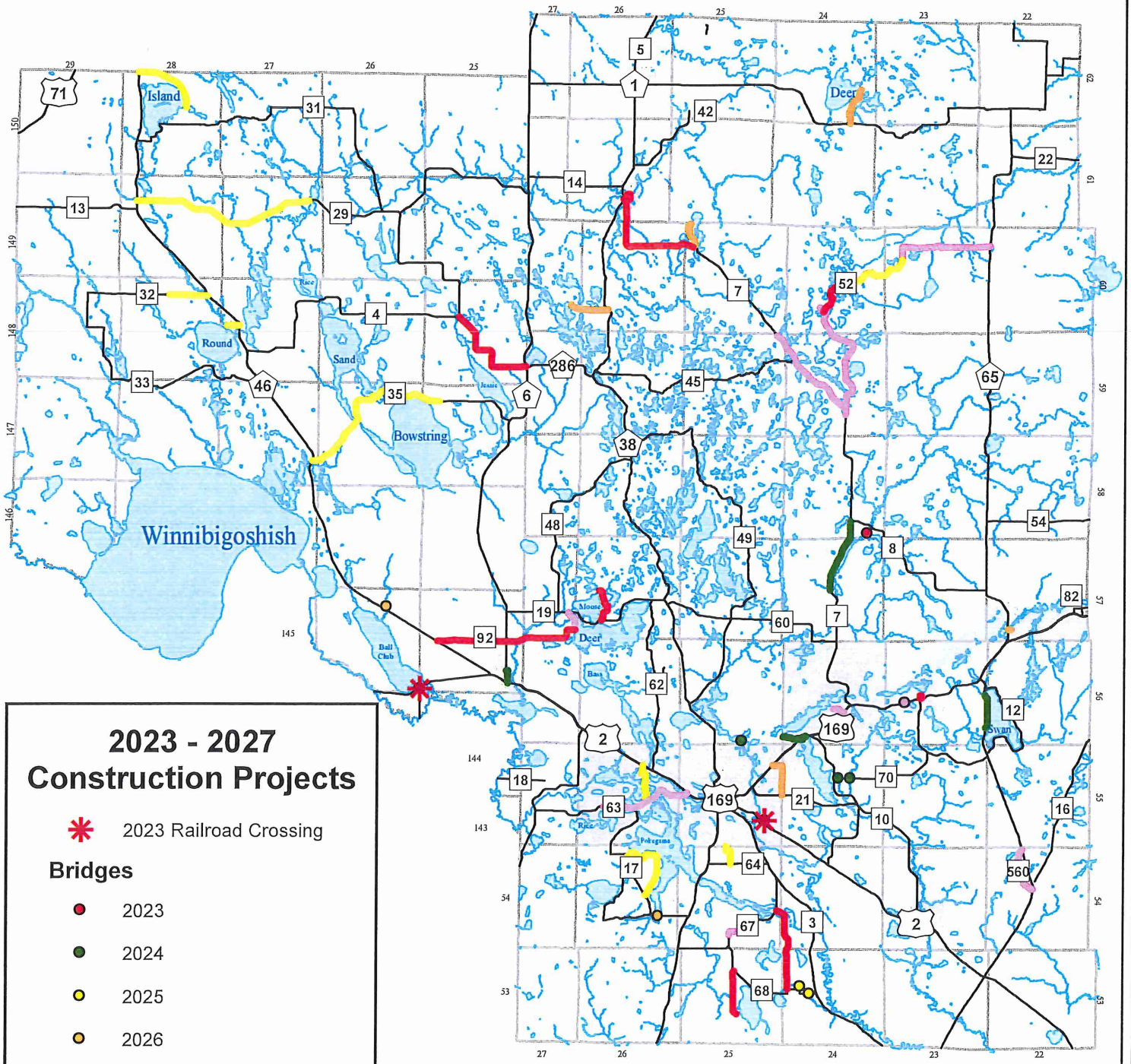


Road Number	LOCATION
CSAH 7	CR 339 to CR 341
CSAH 15	TH 169 to end
CSAH 52	CR 340 to TH 65
CSAH 52	CSAH 7 to CR 340
CSAH 63	CR 257 to Hwy 2
CSAH 67	Jane Lane to Hughes Road
CSAH 80	Bridge 88246
CSAH 92	(CR 142) 0.15 miles E of CR 256 to CSAH 19
CR 340	CSAH 52 to end of pavement
CR 560	TH 65 to TH 65 (Goodland)

2027 Construction Projects

- Bridge Replacement
- Bituminous
- Reconstruction

ITASCA COUNTY CONSTRUCTION PROJECTS 2023 - 2027



2023 - 2027 Construction Projects

- 2023 Railroad Crossing

Bridges

- 2023
- 2024
- 2025
- 2026
- 2027

Roads

- 2023
- 2024
- 2025
- 2026
- 2027

N
W E
S

0 2.5 5 10 15 20 Miles

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

Tuesday, March 14, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2976

DEPARTMENT: Sheriff
TIME REQUESTED: 10 Minutes
PRESENTER: Joe Dasovich

AGENDA ITEM:
Reallocation - Sheriff's Department

BOARD ACTION REQUESTED:
Approve reallocation of Emergency Communication Technical Support Technician and Emergency Communication Technical Support Supervisor from MIS to the Sheriff's Office, as follows: Emergency Communication Technical Support Technician (grade 10) to Emergency Communications Specialist (grade 8) and Emergency Communication Technical Support Supervisor (grade 12) to Deputy/Sheriff Road Deputy (grade 10).

BACKGROUND:
We believe that the skill set needed for these positions can be learned through on-the job training while also providing support to the job class identified in the allocation.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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

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

Tuesday, March 14, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2961

DEPARTMENT: Attorney
TIME REQUESTED: < 5 Minutes
PRESENTER: Mike Haig, Amber Peratalo

AGENDA ITEM:
Closed Litigation Session - Enright Tax Appeal

BOARD ACTION REQUESTED:
Hold a meeting which may be closed pursuant to Minn. Stat. §§ 13D.05, Subd. 3(b), and 13D.05, Subd. 1(d), based upon Attorney Client Privilege, Minn. Stat § 595.02, Subd. 1(b), to consult with its attorney in reference to Enright Tax Appeal litigation.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

Motion To: Accept the assessment value of $111,400 in reference to the Enright Tax Appeal litigation.

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