



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, December 12, 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: Approve the agenda, as presented.

RESULT: APPROVED (5 TO 0)
MOVER: Commissioner Terry Snyder
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, November 28, 2023 County Board Regular Session.

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

V. CONSENT AGENDA

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

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

1. Approve the 2024 Liquor/Tobacco License renewals for establishments in Itasca County.
2. Approve new On Sale and Sunday Liquor License for Antler Lake Lodge Inc DbA Antler Lodge located at 51754 Scenic Hwy, Bigfork MN 56628 for the period of January 1, 2024 through Dec 31, 2024.

3. Accept the minutes of the November 9, 2023 HHS Advisory Committee Meeting.
4. Authorize IMCare Director and County Board Chair to sign the contract between IMCare and Dr. Peter Friedlieb for Quality Improvement Advisor Services.
5. Authorize IMCare Director and County Board Chair to sign the contract between IMCare and Adam Pavek for Pharmacy Director Services.
6. Authorize IMCare Director and County Board Chair to sign the contract between IMCare and Megan Gerak, MSW LLC, a behavioral health provider.
7. Authorize IMCare Director and County Board Chair to sign the contract between IMCare and The Roses LLC, DBA Sunrise Counseling Center, a behavioral health provider.
8. Authorize IMCare Director and County Board Chair to sign the 2023 Amendment between IMCare and DHS for the Seniors contract.
9. Authorize IMCare Director and County Board Chair to sign the 2023 Amendment between IMCare and DHS for the Families and Children contract.
10. Approve final payment for Contract 59821 for the CR 238 Bridge Replacement project, and authorize the County Board Chairperson and Clerk to the County Board to sign the necessary documents.
11. Approve the modification to the Road Project Agreement 22-RO-11090300-004 between Itasca County and the Chippewa National Forest Service and authorize the County Engineer to sign the modification.
12. Adopt the Resolution Re: Resolution of Support from Sponsoring Agency, which indicates that Itasca County agrees to act as the sponsor/fiscal agent for an application for funding from the Local Road Improvement Program (LRIP), as requested by Wawina Township, contingent on receiving the required resolution from Wawina Township indicating their understanding and willingness to fund any and all costs either not covered by the grant or over the grant amount.
13. Adopt the Resolution Re: Resolution of Support from Sponsoring Agency, which indicates that Itasca County agrees to act as the sponsor/fiscal agent for an application for funding from the Local Road Improvement Program (LRIP), as requested by Wawina Township, contingent on receiving the required resolution from Wawina Township indicating their understanding and willingness to fund any and all costs either not covered by the grant or over the grant amount.
14. Approve a service contract between Itasca County and the Itasca County Agricultural Association for 2024 property management services at the Fairgrounds Park in the amount of \$66,000.00, to be paid from Park System Account 12-610, and authorize necessary signatures.
15. Accept attached land classification list and schedule for 2024 Land Classification Meeting for Tuesday, March 19, 2024 at 10:00 am in the County Board Room.
16. Authorize the Itasca County Board Chair and Itasca County Administrator to sign the Snowmobile Safety Enforcement Grant Agreement between Itasca County and the State of MN DNR for the grant cycle of FY2024 & FY2025.
17. Authorize Itasca County Board Chair and Itasca County Administrator to sign the Off Highway Vehicle Enforcement Grant between Itasca County and the Minnesota Department of Natural Resources (DNR).

VI. REGULAR AGENDA

1. Citizen Input
No citizen input provided.

2. Recognition of County Employees

The following employees were recognized:

Congratulations to Billy Hilback who was promoted from Assessor/Appraiser II to Assistant County Assessor in the Assessor Department, effective December 3, 2023.

Welcome to new employee Heathyr Dahline, Assistant Auditor/Treasurer with Auditor/Treasurer Department, effective December 11, 2023.

Congratulations to Adam Bodin who was promoted from Corrections Deputy to Deputy Sheriff/Road Deputy in the Sheriff Department, effective December 10, 2023.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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3. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of December 15, 2023, in the amount of \$1,799,188.17.

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

4. Commissioner Warrants

Motion To: Authorize the County Board Chair to approve and sign off of the County Commissioner Warrants with a check date of December 29, 2023 on behalf of the entire Board of Commissioners.

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

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

Health Plan Division Manager Sarah Anderson provided a County Based Purchasing (IMCare) Division update including information regarding enrollment and renewals.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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6. Approval of Short Term Lease Agreement with Mesabi Metallica

Motion To: Remove the second paragraph in Section 1 and the last sentence in Section 5.

RESULT:	APPROVED (4 TO 1)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Burl Ives
AYES:	Cory Smith, Terry Snyder, Burl Ives, Casey Venema
NAYS:	John Johnson

7. Tentative Appointments to Committees/Commissions/Boards

The Itasca County Board of Commissioners made tentative appointments to various Itasca County Committees/Commissions/Boards, per the following lists: Tentative 2024 Appointments to Itasca County Boards/Committees/Commissions - Advertised for these Vacancies Worksheet and Tentative 2024 Representative Appointments.

The Itasca County Board of Commissioners also made tentative in-house appointments to various Itasca County Committees/Commissions/Boards due to expected 3034 Chair and Vice-Chair changes, as follows: Children's Justice Initiative (CJI), Emergency Food and Shelter Program Board, Emergency Management Director - Deputy, Indian Affairs Task Force (IATF), Laurentian RC&D Council, Law Library Board, Minnesota Counties Intergovernmental Trust (MCIT), and Northern Counties Land Use Coordinating Board (NCLUCB); and others, as follows: Itasca Community College General Advisory Committee, Northeast Minnesota Emergency Communications Board Regional Advisory Committee (RAC), Risk Management Commission, and Wetland Appeals Board.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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VII. COMMISSIONER COMMENTS

Commissioner Venema provided comment regarding his attendance at recent Western Mesabi Mine Planning Board (WMMPB) and Ambulance meetings, as well as the Association of Minnesota Counties (AMC) Annual Conference.

Commissioner Smith provided comment regarding his attendance at the recent County Board Special Session Re: IEDC Goals and Objectives, as well as the Grace House Fundraiser event.

Commissioner Johnson provided comment regarding a recent legislative meeting with Flaherty & Hood representatives, a meeting with DemCon representatives, and his attendance at the Association of Minnesota Counties (AMC) Annual Conference, as well as various other meetings.

Commissioner Snyder provided comment regarding his attendance at the recent County Board Special Session Re: IEDC Goals and Objectives and Environmental Services Director Interviews, as well as North Itasca Joint Powers Board (NIJPB), Highway 38 Leadership Board, and various township meetings. Commissioner Snyder also provided comment regarding an upcoming Short Term Rentals meeting.

Commissioner Ives provided comment regarding his attendance at a recent Itasca County Township Association (ICTA) meeting, as well as his recent testimony regarding the Hwy 35 project.

Commissioners Snyder and Ives provided comment on the ongoing snowmobile club trail liability insurance issue.

VIII. CLOSED SESSIONS

RECESS

Chair Ives recessed the meeting at 3:45 PM.

RECONVENE

Chair Ives reconvened the meeting at 6:00 PM, with all members present.

IX. PUBLIC MEETING

1. Public Meeting & Adoption of Levy and Budget

County Auditor Austin Rohling presented information regarding the County budget process, proposed expenditures, proposed revenues and revenue sources, proposed levy and levy history, and proposed tax analysis.

Motion To: Adopt the Resolution Re: 2024 County Levy, which sets the 2024 Levy & Budgets for Itasca County, and authorizes the County Auditor/Treasurer to transfer funds to cover any fund balances that are in a deficit.

RESULT:	APPROVED (4 TO 1)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, Burl Ives, Casey Venema
NAYS:	John Johnson

X. ADJOURN

Chair Ives adjourned the meeting at 6:35 PM.

ATTEST



Burl Ives
Chair of the County Board



Brett Skyles
Clerk of the County Board



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, December 12, 2023

RESOLUTION 2023-54

RE: RESOLUTION OF SUPPORT FROM SPONSORING AGENCY

WHEREAS, Local Road Improvement Program (LRIP) funds are available for local agency projects meeting Routes of Regional Significance or Rural Road Safety criteria; and

WHEREAS, non-state aid cities and townships must have a county sponsor to apply for LRIP funding; and

WHEREAS, Wawina Township has requested that Itasca County sponsor its application for the reconstruction of Wawina F from CSAH 25 to the end of the public road; and

WHEREAS, Wawina Township understands that it will be responsible for all costs not covered by LRIP funding including all engineering and right of way costs and any construction costs over the funding cap.

NOW THEREFORE BE IT RESOLVED, the County of Itasca hereby agrees to act as a sponsor/fiscal agent for the application from Wawina Township for LRIP funding for the reconstruction of Wawina F.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 12th day of December A.D. 2023 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 12th day of December A.D. 2023.

Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, December 12, 2023

RESOLUTION 2023-55

RE: RESOLUTION OF SUPPORT FROM SPONSORING AGENCY

WHEREAS, Local Road Improvement Program (LRIP) funds are available for local agency projects meeting Routes of Regional Significance or Rural Road Safety criteria; and

WHEREAS, non-state aid cities and townships must have a county sponsor to apply for LRIP funding; and

WHEREAS, Wawina Township has requested that Itasca County sponsor its application for the reconstruction of Wawina G from CR 425 to the end of the public road; and

WHEREAS, Wawina Township understands that it will be responsible for all costs not covered by LRIP funding including all engineering and right of way costs and any construction costs over the funding cap.

NOW THEREFORE BE IT RESOLVED, the County of Itasca hereby agrees to act as a sponsor/fiscal agent for the application from Wawina Township for LRIP funding for the reconstruction of Wawina G.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 12th day of December A.D. 2023 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 12th day of December A.D. 2023.

Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, December 12, 2023

RESOLUTION 2023-56

RE: 2024 COUNTY LEVY

WHEREAS, Minnesota Statutes 275.065 requires the County Board to adopt a final property tax levy; and

WHEREAS, Minnesota Statutes 275.065 requires the County Board to conduct a public meeting prior to the adopting of its final property tax levy; and

WHEREAS, the budget requests, revenue projections, levy data, and needs of Itasca County have been duly considered; and

WHEREAS, the Board of Commissioners did approve the following property tax levies for 2024 in the stated amounts:

Revenue	\$17,812,239
Road and Bridge	8,144,682
Human Services	15,317,606
Environmental Services	-0-
Regional Library	392,709
Capital Bonds	630,025
TOTAL 2024 LEVY	\$42,297,261

NOW THEREFORE BE IT RESOLVED, that the Itasca County Auditor/Treasurer is hereby authorized and directed to spread the levy on the tax rolls of the County.

BE IT FURTHER RESOLVED, that the Unorganized Fire Spread Levy be set at 3.5% and the Unorganized Road and Bridge Spread Levy be set at 10% for 2024.

BE IT STILL FURTHER RESOLVED, that on the recommendation of the Itasca County Board of Commissioners, the 2024 budget as presented, totaling \$137,223,150 in revenue and \$180,953,790 for expenditures, is approved. The reserve use totals \$1,433,379. Details of the budget are available in the office of the Itasca County Auditor/Treasurer for public inspection during normal business hours. Capital lease payments are budgeted at 100%. However, if the total tax collections are lower than the payment amount, funds will be transferred from reserves.

BE IT STILL FURTHER RESOLVED, that the 2024 expenditure budget for the elected positions of Auditor/Treasurer, Attorney, Sheriff, and Recorder be set at: Auditor/Treasurer \$1,497,533, Election \$549,000, Risk Management \$1,027,791, Safety Inspector \$2,000; Attorney \$2,255,525, Victim Assistance Program \$108,356; Sheriff \$8,293,416, D.A.R.E. \$23,200, Boat & Water \$342,048, E-911

System \$0, Snowmobile Grant \$2400, Sheriff Radio \$165,500, Emergency Management \$181,516, Jail \$5,509,124, Crime Prevention Grant \$2000, Search & Rescue \$36,200, Dive Team \$0, Permit to Carry \$15,000, ATV Grant \$1350, SWAT \$76,000, and Recorder \$471,076.

RESULT:	APPROVED (4 TO 1)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, Burl Ives, Casey Venema
NAYS:	John Johnson

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 12th day of December A.D. 2023 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 12th day of December A.D. 2023.



Administrator



December 12, 2023

Chair:

PULL: None

ADDITIONS: None

CHANGES: None

INFORMATIONAL:

1. Item #6.7 – Additional Information



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, November 28, 2023

2:30 PM

Itasca County Boardroom

DRAFT

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	Absent	
Terry Snyder	District #2	Present	2:30 PM
John Johnson	District #3	Present	2:30 PM
Burl Ives	District #4	Present	2:30 PM
Casey Venema	District #5	Present	2:30 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Add Item #6.8 (Facilities Department Position Reallocation) and approve the agenda, as amended.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, November 21, 2023 County Board Work Session and the Tuesday, November 21, 2023 County Board Special Session Re: Transportation.

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

V. CONSENT AGENDA

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

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

1. Adopt the Resolution Re: Per Diems Paid to Itasca County Commissioners.
2. Adopt the Resolution Re: Reimbursable Expenses to Itasca County Commissioners.
3. Accept the 2024 Child Welfare Opiate Allocation.
4. Approve and accept the Itasca County Health and Human Services 2024 Purchase of Service Contracts and corresponding contract rates; and authorize County Board Chair and Health and Human Services Director to sign said contracts.
5. Accept and authorize the County Board Chair to sign the TriMin Support service agreement for 2024.
6. Adopt the Resolution Re: Adoption of an Amended Schedule of Fees, Relative to the Itasca County Zoning Ordinance, Article 22.1.
7. Approve final payment for Contract 61614 - 2021 Bituminous Projects and authorize the County Board Chairperson and Clerk to the County Board to sign the Certificate of Final Payment.
8. Adopt the Resolution Re: Resolution of Support from the Sponsoring Agency, which indicates that Itasca County agrees to act as the sponsor/fiscal agent for an application for funding from the Local Road Improvement Program (LRIP), as requested by the City of Taconite.
9. Adopt the Resolution Re: Local Road Improvement Grant Application for County Road 540, which indicates support for the grant application for a proposed project on County Road 540.
10. Approve final payment for Contract 59916, a bridge/culvert replacement project for Nashwauk TWP, and authorize the County Board Chairperson and Clerk to the County Board to sign the necessary documents.
11. Adopt the Resolution Re: Resolution of Support from Sponsoring Agency, which indicates that Itasca County agrees to act as the sponsor/fiscal agent for an application for funding from the Local Road Improvement Program (LRIP), as requested by Nashwauk Township.
12. Approve State of Minnesota Joint Powers agreement for Forest Development Projects and authorize signatures.

VI. REGULAR AGENDA

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

Welcome to new employee Brandon Nistler, Corrections Deputy with Sheriff Department, effective October 30, 2023.

Welcome to new employee Joe Burns, Road Deputy with Sheriff Department, effective October 24, 2023.

Welcome to new employee Robert Key, Highway Maintenance Worker with Transportation Department, effective October 30, 2023.

Farewell to James Gustafson whose last day as Environmental Services Technician with the Environmental Services Department will be November 27, 2023, after 8+ years of service.

Welcome to new employee Jennifer Sutherland, IT Director with MIS Department, effective November 13, 2023.

Congratulations to Brianna Roberts who is transferring from Social Worker – Home & Community-based Services to Social Worker for Family Services with HHS, effective November 13, 2023.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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3. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of December 1, 2023, in the amount of \$1,704,500.30.

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

4. ICHHS Warrants

Motion To: Approve the Itasca County Health and Human Services (ICHHS) Department Warrants for November 2023, in the amount of \$1,492,930.52.

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

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

QI/UM Director Amber Silliman provided a County Based Purchasing (IMCare) Division update, including information regarding project proposals for Depression and Diabetes Quality Improvement and Healthy Start Performance Improvement.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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6. Shoreland Stewardship Awards

Tom Nelson of the Itasca County Coalition of Lake Associations (ICOLA) and Austin Steere of the Itasca County Soil and Water Conservation District (SWCD) recognized the following individuals as the winners of the Shoreland Stewardship Awards:

- 1) Kate & Steve Lavalier (Loon Lake); and
- 2) John Carney & Family (Turtle Lake).

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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7. Surveying and Mapping Department Update

County Surveyor Guy Carlson provided a 2023 Department of Surveying and Mapping Annual Report.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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8. Facilities Department Position Reallocation

Motion To: Reallocate one (1) Grade 7 Custodian/Boiler Tech position to one (1) Grade 7 Facilities Worker I position in the Facilities Department.

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

VII. COMMISSIONER COMMENTS

Commissioners Snyder and Ives provided comment regarding continued work and meetings regarding the snowmobile trail liability insurance issue.

Commissioner Snyder reported on his attendance at a recent Extension Committee meeting.

Commissioner Ives reported on his attendance at a recent Northeast Minnesota Office of Job Training (NEMOJT) meeting and reminded the public that there will not be a December 5, 2023 Work Session meeting.

County Attorney Matti Adam provided comment regarding current workload in the County Attorney's office.

VIII. CLOSED SESSIONS

IX. ADJOURN

Chair Ives adjourned the meeting at 3:25 PM.

ATTEST

Burl Ives
Chair of the County Board

Brett Skyles
Clerk of the County Board



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, December 12, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3373

DEPARTMENT: Auditor / Treasurer

TIME REQUESTED: 5 Minutes

PRESENTER: Austin Rohling

AGENDA ITEM:

2024 Liquor/Tobacco License Renewals

BOARD ACTION REQUESTED:

Approve the 2024 Liquor/Tobacco License renewals for establishments in Itasca County.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. 2024 License Renewals

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

AUDITOR/TREASURER'S OFFICE

ATTACHMENT FOR RBA FOR DECEMBER 12, 2023 MEETING

Board action requested:

APPROVE THE FOLLOWING 2024 BEER, LIQUOR, AND TOBACCO LICENSE RENEWAL APPLICATIONS

Business Name	Agent Name	License Type
38 Outpost	Almquist	Off Sale, Tobacco
American Legion – Taconite	Troumbly	Tobacco
Anchor Inn Resort	Chapman	Off Sale, On Sale, Sunday
Antler Store & Motel	Berzins	Off Sale, Tobacco
Back Country Resort, LLC	Osborne	Off Sale, On Sale, Sunday
Balsam Store	Rehbein	Tobacco
Balsam Liquor Store	Rehbein	Off Sale
Big Splithand Resort Bar & Grill	Moberg	Off Sale, On Sale, Sunday
Bigfork Wilderness Bar	Westerman	Tobacco
Blackberry Pines	Hamlin	On Sale, Sunday
Blueberry Bowl	Gullickson	Off Sale, On Sale, Sunday
Blueberry Hills Golf	Osse	Tobacco, Wine, 3.2 Beer
Bobbers Bar	Karau	Off Sale, On Sale, Sunday
Bottles & Beer Liquors	Philips	Tobacco
Bowstring Store	Schultz	Tobacco
Casey's General Store (2)	Casey	Tobacco
Cedar Creek Grille	Almquist	On Sale, Sunday
Cenex Convenience Center GR	Box	Tobacco
Cut Foot Sioux Inn	Perrington	3.2, Wine
Davis Oil	Wagner	Tobacco
Deer Lake Charlie's	Blackmer	3.2
Dixon Lake Resort	Christensen	3.2, Wine
Dollar General (2)	DG Retail LLC	Tobacco
Effie Country Service	Powell	Tobacco
Fish Tails Bar & Grill	Herda	Off Sale, On Sale, Sunday
Fred's Store	Majewski	Tobacco
Frontier Liquors	Peterson	Tobacco
Frontier Sports	Bales	3.2, Tobacco
God's Country Outfitters	Markgraf	Tobacco
Golf on the Edge	Hanson	On Sale, Sunday
Gosh Dam Place	Greiner	Off Sale, On Sale, Sunday
GR Tobacco N Vape Plus	Barbarawi	Tobacco
Great Outdoors Bottleshop	Maddern	Off Sale, Tobacco
K-M Corner Store	Lallak	Off Sale, Tobacco
Harwoods	Heathman	Off Sale, Tobacco
Hayslips Corner	Liljenberg	Off Sale, On Sale, Sunday, Tobacco
Holiday Station Store #162	----	Tobacco
Holiday Station Store #248	----	Tobacco
Hollywood Bait	Vekich	Tobacco
Hoot-N-Holler	Boyer	Off Sale, On Sale, Sunday
Junction Bar & Grill	Kloeckl	Off Sale, On Sale, Sunday, Tobacco
Kocian's Family Market	Kocian	Tobacco
Little Turtle Lake Store	Pederson	Tobacco
Little Winnie Resort	Graupmann	Off Sale, On Sale, Sunday

Lucky One Stop (3)	Skalko	Tobacco
M&H	Miller & Holmes	Tobacco
MJ's Lodge & Resort	Edman	Off Sale, On Sale, Sunday
Max Mini Store	Michalek	Tobacco, Off Sale
Nuch's on the Corner	Marinuucci	Tobacco
Otis's Grill & Bar	Bobich	Off Sale, On Sale, Sunday
OZ Tobacco Vapor	Sadi	Tobacco
Petrich's Store	Petrich	Tobacco
The Pickled Loon Saloon	Larson	Off Sale, On Sale, Sunday
Pincherry Grove Resort	Gruhlke	3.2
Pokegama Lake Store	Peterson	Off Sale, Tobacco
Pokegama Plaza Liquor	Tabke	Tobacco
R-Bar & Grill	Carrigan	Off Sale, On Sale, Sunday
Riley's Fine Food & Drink	Bakkedahl	Off Sale, On Sale, Sunday
River Rat One Stop	Roth	Off Sale, Tobacco
RJ's Market & Liquor	Herdman	Tobacco
Rocket's	Heller	Tobacco
Ron's Korner Market	Gangl	Tobacco
Sixty-Three Amoco	Edvenson	Tobacco
Snowshoe Liquor	Ramstad	Off Sale
Spider Lake Resort	Porth	3.2
Spider Shores Resort	Bush	3.2
Spring Lake Store	Gunther	3.2, Tobacco
S & S Meat	Hager	Tobacco
Sugar Lake Lodge	Bobich	On Sale, Sunday
Super One Foods #520	Miner	Tobacco
Super One Foods #515	Miner	Tobacco
Super One Liquor	Miner	Tobacco
Sure Game Wilderness Resort	Weitzel	Off Sale, On Sale, Sunday
Swan Lake Country Club	Anderson/Rule	On Sale, Sunday
Swan Lake Marathon	Finke	Tobacco
Swan River Red Eye	Manetas	Off Sale, On Sale, Sunday
Timberwolf Inn	Rolfes	Off Sale, On Sale, Sunday
Tobacco Den	Locke	Tobacco
Two Rivers Cenex	Haley	Tobacco
Walgreens #13163	Ramirez	Tobacco
Wal-Mart #1609	Wal-Mart Inc.	Tobacco
Winnie Trading Post	Peck	Off Sale, Tobacco
Zorbaz	Walker	On Sale, Sunday



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, December 12, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3374

DEPARTMENT: Auditor / Treasurer

TIME REQUESTED: < 5 Minutes

PRESENTER: Austin Rohling

AGENDA ITEM:

New Liquor License Approval

BOARD ACTION REQUESTED:

Approve new On Sale and Sunday Liquor License for Antler Lake Lodge Inc Dba Antler Lodge located at 51754 Scenic Hwy, Bigfork MN 56628 for the period of January 1, 2024 through Dec 31, 2024.

BACKGROUND:

Antler Lodge has a current Combination On Sale/Off Sale and Sunday License under the name of Patricia Berzins. Patricia is retiring and her son Carl Berzins is taking over Antler Lodge resulting in the need for a license under his name. Carl Berzins is the current owner of Antler Store and Motel, holding a current Off Sale and Tobacco Liquor license for that location.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Cory Smith
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, December 12, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3366

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Eric Villeneuve

AGENDA ITEM:

HHS Advisory Committee Meeting Minutes

BOARD ACTION REQUESTED:

Accept the minutes of the November 9, 2023 HHS Advisory Committee Meeting.

BACKGROUND:

Informational.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. ICHHSAC Minutes 11-09-2023

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

MINUTES
HEALTH & HUMAN SERVICES ADVISORY COMMITTEE (HHSAC)
Thursday, November 9, 2023
Virtual Teams Meeting / Itasca Resource Center / Room 122

Members Present:	Lester Kachinske	Trisha Zimmerman
	Lloyd Adams	Sara Sundquist-Castle - NCC
	Dan Seward	Kevin Glass
	Sarah Anderson	Cheryl Lemler

Members Absent:	Brandi Worrath	Chris Jenkins - E
	Hailey Cortese	Angela Baratto - E
	Roxan Hawkins	Daniel Miesle -- E
	Dave Holmbeck	

Others Present:	Eric Villeneuve	Naesa Myers
	Brenda Oberg	

Call to Order:

The meeting was called to order by Chair Lester Kachinske at 12:15 pm.

Approval of September 14, 2023, Minutes:

A motion was made by Cheryl Lemler and seconded by Lloyd Adams to approve the September 14, 2023, minutes. Motion carried.

Additions/Corrections to Agenda:

There was one addition to the agenda of adding Lloyd Adams for Reappointment to Section 2.A.

Eric Villeneuve, Director:

Eric welcomed Naesa Myers, Public Health Division Manager, to the advisory committee. She started at the end of September and has been busy transitioning into her new role. Introductions followed.

Reappointments

Advisory Committee Members – Lloyd Adams, Lester Kachinske, Cheryl Lemler, Dan Seward, need to be reappointed to the committee.

A motion was made by Sarah Anderson and seconded by Trisha Zimmerman to approve the re-appointments of Lloyd Adams, Lester Kachinske, Cheryl Lemler, and Dan Seward. Motion carried.

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HHS Advisory Committee Minutes
November 9, 2023

Public Health Update: Naesa Myers, Public Health Division Manager, provided an update stating Public Health continues to offer flu clinics in the community. COVID is currently low in our county but we are seeing an uptick in cases. We have both COVID and flu vaccines available. Otherwise please reach out to your local clinic or pharmacy to request this vaccine. We have an AmeriCorps staff who is reviewing data and is working to identify gaps in mental health amongst teens and early 20-year-olds.

IMCare Update:

Sarah stated they are wrapping up the year with reviewing contracts for 2024 and will be meeting in December for strategic planning with the leadership team. IMCare is continuing to work on the Itasca County Health Equity collaborative, engaging with different community partners and providers and holding quarterly meetings focusing on setting goals on how to improve health equity in our community and county. Membership reenrollment issues continue, as there is a lot of confusion for members with the enrollment process starting back up after Covid. If you hear of IMCare members having questions, please direct them to call IMCare and they will assist them. Trisha stated that ElderCircle could send out a flyer in their community email, Sarah will email that information to Trisha.

Legislative Update:

Eric reviewed the Association of Minnesota Counties (AMC) potential 2024 Legislative Priorities. The first is allocating 100% of the revenue generated by the Solid Waste Management Tax (SWMT) to state and county waste management activities, including increased funding for SCORE grants to counties, supporting state statute reforms to address the impacts of the U.S. Supreme Court decision regarding *Tyler v. Hennepin* that protect and enhance Minnesota's historic commitment to preserving home ownership and create a new system that assists counties in managing tax-forfeited properties, protect memorial lands that provide state benefit, and creates a clear and transparent process for all parties moving forward. AMC supports structural investments to modernize, sustainably fund, and collaboratively govern human services technology system improvements, with specific targeted funding to facilitate local system infrastructure and innovation. Also, to support investments to expand services and address gaps in the state-wide mental health continuum, specifically to address acute, complex behavioral health placements and community services and clarify the state's safety net role in providing and funding these critical services. Lastly, AMC supports a bonding bill that includes funding for transportation-related programs, including the Local Road Improvement Program, the Local Bridge Replacement Program, the Local Government Roads Wetland Replacement Program, and the Busway Capital Improvement Program.

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HHS Advisory Committee Minutes
November 9, 2023

The Health and Human Services legislative priorities submitted to our county administrator are appropriate reimbursement on ICWA funding based on costs and utilization, to require DHS to follow state statute regarding Medicaid/Medicare Advantage/Special Needs Basic Care Procurement processes, and a permanent solution to Anoka Regional Treatment Center cost shift to counties.

Budgets:

Eric stated the proposed levy was set at 2.5% and the County Board will set the final levy in December.

Schedule of 2024 HHS Advisory Committee Meetings

Meetings are held bi-monthly, on the second Thursday, beginning at 12:15 pm. (January/March/May/September/November) There are no meetings held during the months of June/July/August. Meetings will either be held virtually or in person, Brenda will notify you prior to the meeting. Informational.

HHSAC Subcommittee Reports:

AMHAC: Dan updated that Steve Loney was the guest speaker at their October meeting and gave information about the Keisler Wellness Center. One topic was having more programming for kids. The issue with Samaritan transportation has been resolved. IMCare will be the guest speaker at their December meeting. Eric brought up the goMARTI option for transportation and Brenda will include a brochure with the meeting minutes.

ICCOA:

Lloyd stated Committee on Aging continues to meet monthly, January through November 2nd Wednesday at 10:00am. (January, February, March meetings are held at the YMCA.) The club provides updates, guest speakers, provide lunch, and meet with local law enforcement TRIAD (The Right Information and Direction) updates.

Tax season is fast approaching, and arrangements are being made for the free tax service. The AARP tax program will be doing the scan method again this year at the United Methodist Church by the airport. They are looking to run 2 scanners this year to be able to serve more people. Trish updated that Tax Aid also has secured positions in Bigfork and Deer River. If you know of anyone looking to volunteer to help, they can contact Trish at ElderCircle.

Provider Updates:

Northland Counseling – Sara was sitting in for Angie and updated that Northland Counseling Center purchased the Brookstone Memory Care property, and the plan is to move women's medium intensity SUD services which will be more assessable to people as it's all one level, no stairs.

Elder Circle – Trisha stated ElderCircle is now offering a virtual dementia tour, this is an opportunity propped where you have headphones, glasses, things you put in your shoes, to allow you to experience what it is like for a person who has dementia. ElderCircle hopes to have professionals reach out to do this learning tour, such as police officers, fire fighters, public health etc. There are also some changes to the Adult Day Stay program, by offering drop-ins. They will still have to go through the process to register but will be allowed to call on the day of and see if there is room available and if so, they'll be able to come for 5 hours that day. This will help with the program and also give individuals in the community a place to go during the day.

First Call for Help – No update provided.

Other:

Eric updated regarding the ambulance services in Nashwauk. The city currently owns the service but are looking at whether they can sustain and continue and if they don't, what that means. The service area will be covered, and there will be meetings to see how this will be covered. More information to come once a decision has been made by the City of Nashwauk.

The next meeting is January 11, 2024.

Adjournment:

There being no further business to come before the Advisory Committee, a motion was made by Lloyd Adams seconded by Sarah Anderson to adjourn the meeting at 1:07 pm. Motion passed.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, December 12, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3355

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Sarah Anderson

AGENDA ITEM:

IMCare Contract for Quality Improvement Advisor Services

BOARD ACTION REQUESTED:

Authorize IMCare Director and County Board Chair to sign the contract between IMCare and Dr. Peter Friedlieb for Quality Improvement Advisor Services.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Previously reviewed and approved.

SUPPORTING DOCUMENTATION:

1. DR Friedlieb QI ADVISOR POS AGREEMENT 2024

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Cory Smith
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, December 12, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3356

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Sarah Anderson

AGENDA ITEM:

IMCare Contract for Pharmacy Director Services

BOARD ACTION REQUESTED:

Authorize IMCare Director and County Board Chair to sign the contract between IMCare and Adam Pavek for Pharmacy Director Services.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Previously reviewed and approved.

SUPPORTING DOCUMENTATION:

1. 2024 - Pavek, Adam

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Cory Smith
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, December 12, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3380

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Sarah Anderson

AGENDA ITEM:

IMCare Provider Participation Agreement with Megan Gerak, MSW LLC

BOARD ACTION REQUESTED:

Authorize IMCare Director and County Board Chair to sign the contract between IMCare and Megan Gerak, MSW LLC, a behavioral health provider.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Previously reviewed and approved.

SUPPORTING DOCUMENTATION:

1. Provider Participation Agreement 2020 - 10.01.17
2. Itasca Medical Care Provider Participation Agreement

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Cory Smith
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, December 12, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3381

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Sarah Anderson

AGENDA ITEM:

IMCare Provider Participation Agreement with The Roses LLC, DBA Sunrise Counseling Center

BOARD ACTION REQUESTED:

Authorize IMCare Director and County Board Chair to sign the contract between IMCare and The Roses LLC, DBA Sunrise Counseling Center, a behavioral health provider.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Previously reviewed and approved.

SUPPORTING DOCUMENTATION:

1. Provider Participation Agreement 2020 - 10.01.17
2. PPA Signed

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Cory Smith
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, December 12, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3358

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Sarah Anderson

AGENDA ITEM:

2023 Amendment to IMCare and DHS Seniors Contract

BOARD ACTION REQUESTED:

Authorize IMCare Director and County Board Chair to sign the 2023 Amendment between IMCare and DHS for the Seniors contract.

BACKGROUND:

IMCare received a 2023 Amendment to the DHS Seniors contract on 10/27/23. These changes are retro to 1/1/23. IMCare has reviewed the language and rates changes and has no significant concerns.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. 2023_Amendment_01_Seniors_2023-10-23

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Cory Smith
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, December 12, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3359

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Sarah Anderson

AGENDA ITEM:

2023 Amendment to IMCare and DHS Families and Children Contract

BOARD ACTION REQUESTED:

Authorize IMCare Director and County Board Chair to sign the 2023 Amendment between IMCare and DHS for the Families and Children contract.

BACKGROUND:

IMCare received a 2023 Amendment to the DHS Families and Children contract on 10/27/23. These changes are retro to 1/1/23. IMCare has reviewed the language and rates changes and has no significant concerns.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. 2023_Amendment_01_FC_2023-10-23

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Cory Smith
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, December 12, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3365

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Rachel Metelak

AGENDA ITEM:

Contract 59821 - CR 238 Bridge Replacement, Final Payment Request

BOARD ACTION REQUESTED:

Approve final payment for Contract 59821 for the CR 238 Bridge Replacement project, and authorize the County Board Chairperson and Clerk to the County Board to sign the necessary documents.

BACKGROUND:

S & R Reinforcing, Inc. has completed the bridge replacement project on CR 238, and it is recommended that final payment be processed.

Bid Amount: \$2,320,295.70

Final Amount: \$2,411,950.60

The contract over ran largely due to the road grading portion of the project. Originally, we did not anticipate muck excavation on the north end of the job. However, during construction, muck was found that needed to be taken out and replaced with common borrow.

COUNTY ATTORNEY REVIEW: NA

SUPPORTING DOCUMENTATION:

1. 59821 Closeout Packet for Board
2. Contract 59821 Final Payment SIGNED

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

CERTIFICATE FOR FINAL PAYMENT

State of Minnesota

Project No.: SAP 031-598-021

County of Itasca

Contract No.: 59821

The County Board of Itasca County hereby recognizes that the work done by S & R Reinforcing, Inc. of Aitkin MN, under contract with Itasca County, made and entered into on May 25, 2021, relating to the furnishing of materials, and/or, the construction of the above-named project has been completed.

We hereby approve of the Engineer's Final Estimate hereto attached, including variations from the original plans, and hereby find the Contractor entitled to total compensation for said work according to said estimate.

Dated: _____, 2023

Signed:

Chairman, Itasca County Board

Clerk to the County Board

CERTIFICATE OF PERFORMANCE FORM

County of Itasca

Project No.: SAP 031-598-021
CR 238 – Approach Grading, Road Realignment, Storm Sewer and Bridge
Replacement

Name of Contractor: S & R Reinforcing, Inc.

Contract No.: 59821

Total Value of Work: \$2,411,950.60

I HEREBY CERTIFY to the Board of commissioners of the above named County, that I have been in charge of the work required by the above described contract; that all of such work has been done and performed as measured by and in accordance with and pursuant to the terms of said contract.

11-28-2023
Date

Karin Grandia
County Highway Engineer
Karin Grandia, P.E.

cc County Auditor
State Aid Engineer
County Highway Engineer

** Required for all State Aid and Federal Aid Projects

Contract Number: 031-598-021
 Pay Request Number: 22

Project Number	Project Description
031-598-021	CR 238 - Approach Grading, Road Realignment, Storm Sewer and Bridge Replacement

Contractor: S & R Reinforcing, Inc. 44216 Tame Fish Lake Road Aitkin, MN 56431	Vendor Number: N/A Up To Date: 11/15/2023
--	--

Contract Amount		Funds Encumbered	
Original Contract	\$2,320,295.70	Original	\$2,320,295.70
Contract Changes	\$374,409.36	Additional	N/A
Revised Contract	\$2,694,705.06	Total	\$2,320,295.70

Work Certified To Date	
Base Bid Items	\$2,260,017.50
Contract Changes	\$151,308.84
Material On Hand	\$624.26
Total	\$2,411,950.60

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$0.00	\$2,411,950.60	\$0.00	\$2,363,711.59	\$48,239.01	\$2,411,950.60
Percent: Retained: 0%			Percent Complete: 89.51%		

This is to certify that the items of work shown in this certificate of Pay Estimate have been actually furnished for the work comprising the above-mentioned projects in accordance with the plans and specifications heretofore approved.

Approved By

Rachel Metelak
 County/City/Project Engineer

11/15/23
 Date

Approved By S & R Reinforcing, Inc.

Christine
 Contractor

11/22/2023
 Date

Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2021-08-03	\$76,201.30	\$3,810.07	\$72,391.23
2	2021-08-11	\$43,190.00	\$2,159.50	\$41,030.50
3	2021-09-07	\$360,019.97	\$18,000.99	\$342,018.98
4	2021-09-21	\$139,873.96	\$6,993.70	\$132,880.26
5	2021-10-05	\$10,681.44	\$534.07	\$10,147.37
6	2021-10-20	\$99,588.02	\$4,979.40	\$94,608.62
7	2021-12-14	\$99,615.05	\$4,980.76	\$94,634.29
8	2022-01-14	\$28,597.62	\$1,429.88	\$27,167.74
9	2022-05-17	\$125,259.08	\$6,262.95	\$118,996.13
10	2022-06-06	\$110,482.78	\$5,524.14	\$104,958.64
11	2022-06-21	\$74,244.33	\$3,712.22	\$70,532.11
12	2022-07-01	\$194,152.21	\$9,707.61	\$184,444.60
13	2022-07-19	\$17,457.07	\$872.85	\$16,584.22
14	2022-08-02	\$176,331.60	\$8,816.58	\$167,515.02
15	2022-08-16	\$118,031.22	\$5,901.56	\$112,129.66
16	2022-09-06	\$26,575.16	\$1,328.76	\$25,246.40
17	2022-09-19	\$334,292.49	\$16,714.63	\$317,577.86
18	2022-10-05	\$187,954.37	\$9,397.71	\$178,556.66
19	2022-10-17	\$186,718.43	\$9,335.93	\$177,382.50
20	2022-11-01	\$2,684.50	\$134.22	\$2,550.28
21	2022-11-21	\$0.00	(\$72,358.52)	\$72,358.52
22	2023-11-15	\$0.00	(\$48,239.01)	\$48,239.01

Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
Non-Participating		\$1,324,834.85	\$0.00	\$1,298,338.16	\$26,496.69	\$1,324,834.85
Participating		\$1,087,115.75	\$0.00	\$1,065,373.43	\$21,742.32	\$1,087,115.75

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
1	Bridge Bonding	\$21,742.32	\$1,092,124.90	\$1,092,124.90	\$1,087,115.75
2	County Highway Preservation	\$10,000.00	\$500,000.00	\$500,000.00	\$500,000.00
3	Unorganized Township B	\$16,496.69	\$1,102,580.16	\$728,170.80	\$824,834.85

Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	1	2011.601	CONSTRUCTION SURVEYING	LUMP SUM	\$37,800.00	0.48	0	\$0.00	0.48	\$18,144.00
Base Bid	2	2011.601/00003	CONSTRUCTION SURVEYING	LS	\$37,800.00	0.52	0	\$0.00	0.52	\$19,656.00
Base Bid	3	2021.501	MOBILIZATION	LUMP SUM	\$169,660.00	0.52	0	\$0.00	0.52	\$88,223.20
Base Bid	4	2021.501	MOBILIZATION	LUMP SUM	\$169,660.00	0.48	0	\$0.00	0.48	\$81,436.80
Base Bid	5	2031.502	FIELD OFFICE TYPE D	EACH	\$15,000.00	1	0	\$0.00	0	\$0.00

Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	6	2101.501	CLEARING AND GRUBBING	LUMP SUM	\$16,500.00	1	0	\$0.00	1	\$16,500.00
Base Bid	7	2104.502	REMOVE MAIL BOX SUPPORT	EACH	\$30.00	7	0	\$0.00	9	\$270.00
Base Bid	8	2104.502	SALVAGE SIGN	EACH	\$40.00	36	0	\$0.00	26	\$1,040.00
Base Bid	9	2104.503	REMOVE CURB & GUTTER	LIN FT	\$14.00	240	0	\$0.00	240	\$3,360.00
Base Bid	10	2104.503	REMOVE PIPE CULVERTS	LIN FT	\$14.00	54	0	\$0.00	54	\$756.00
Base Bid	11	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	\$10.00	29	0	\$0.00	29	\$290.00
Base Bid	12	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	\$10.00	4	0	\$0.00	4	\$40.00
Base Bid	13	2104.518	REMOVE BITUMINOUS PAVEMENT	SQ FT	\$1.75	5627	0	\$0.00	5627	\$9,847.25
Base Bid	14	2105.504	GEOTEXTILE FABRIC TYPE 5	SQ YD	\$5.00	35	0	\$0.00	35	\$175.00
Base Bid	15	2105.507	COMMON EXCAVATION (P)	CU YD	\$10.00	9578	0	\$0.00	9578	\$95,780.00
Base Bid	16	2105.507	GRANULAR BORROW (CV) (P)	CU YD	\$14.00	6643	0	\$0.00	6643	\$93,002.00
Base Bid	17	2105.507	SELECT GRANULAR BORROW (CV) (P)	CU YD	\$14.00	6194	0	\$0.00	6194	\$86,716.00
Base Bid	18	2105.507	SELECT GRANULAR BORROW MOD 10% (CV) (P)	CU YD	\$14.50	13399	0	\$0.00	13399	\$194,285.50
Base Bid	19	2105.601	DEWATERING	LUMP SUM	\$18,000.00	1	0	\$0.00	1	\$18,000.00
Base Bid	20	2105.603	WICK DRAIN	LIN FT	\$0.76	80555	0	\$0.00	112668	\$85,627.68
Base Bid	21	2105.607	EXCAVATION SPECIAL	CU YD	\$12.00	4989	0	\$0.00	4989	\$59,868.00
Base Bid	22	2118.507	AGGREGATE SURFACING (CV) CLASS 5 (P)	CU YD	\$22.00	3903	0	\$0.00	3903	\$85,866.00
Base Bid	23	2211.507	AGGREGATE BASE (CV) CLASS 5 (P)	CU YD	\$22.00	533	0	\$0.00	533	\$11,726.00
Base Bid	24	2360.509	TYPE SP 12.5 NON WEAR COURSE MIX (3,C)	TON	\$118.00	320	0	\$0.00	283	\$33,394.00
Base Bid	25	2360.509	TYPE SP 12.5 WEARING COURSE MIX (3,C)	TON	\$118.00	480	0	\$0.00	474.96	\$56,045.28
Base Bid	26	2401.503	TYPE S (TL-4) BARRIER CONCRETE (3S52) (P)	LIN FT	\$139.07	336	0	\$0.00	336	\$46,727.52

Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	27	2401.507	STRUCTURAL CONCRETE (3B52) (P)	CU YD	\$898.84	131	0	\$0.00	131	\$117,748.04
Base Bid	28	2401.508	REINFORCEMENT BARS (EPOXY COATED) (P)	POUND	\$1.23	53020	0	\$0.00	53020	\$65,214.60
Base Bid	29	2401.508	REINFORCEMENT BARS (STAINLESS-75KSI) (P)	POUND	\$5.52	480	0	\$0.00	480	\$2,649.60
Base Bid	30	2401.601	SLOPE PREPARATION	LUMP SUM	\$7,000.00	1	0	\$0.00	1	\$7,000.00
Base Bid	31	2401.601	STRUCTURE EXCAVATION	LUMP SUM	\$20,000.00	1	0	\$0.00	1	\$20,000.00
Base Bid	32	2401.618	BRIDGE SLAB CONCRETE (3YHPC-M) (P)	SQ FT	\$32.40	5130	0	\$0.00	5130	\$166,212.00
Base Bid	33	2402.502	BEARING ASSEMBLY	EACH	\$1,064.65	20	0	\$0.00	20	\$21,293.00
Base Bid	34	2402.502	ELASTOMERIC BEARING PAD TYPE 1	EACH	\$93.09	10	0	\$0.00	10	\$930.90
Base Bid	35	2402.502	FLOOR DRAIN TYPE B706	EACH	\$1,235.00	6	0	\$0.00	6	\$7,410.00
Base Bid	36	2405.503	PRESTRESSED CONCRETE BEAMS 22RB	LIN FT	\$256.00	715	0	\$0.00	715	\$183,040.00
Base Bid	37	2406.504	BRIDGE APPROACH PANELS (P)	SQ YD	\$212.08	308	0	\$0.00	308	\$65,320.64
Base Bid	38	2442.501	REMOVE EXISTING BRIDGE	LUMP SUM	\$26,850.00	1	0	\$0.00	1	\$26,850.00
Base Bid	39	2452.502	C-I-P CONCRETE TEST PILE 80 FT LONG 12"	EACH	\$16,000.00	2	0	\$0.00	2	\$32,000.00
Base Bid	40	2452.502	C-I-P CONCRETE TEST PILE 80 FT LONG 20"	EACH	\$30,000.00	2	0	\$0.00	2	\$60,000.00
Base Bid	41	2452.502	PILE POINTS 12"	EACH	\$250.00	12	0	\$0.00	12	\$3,000.00
Base Bid	42	2452.502	PILE POINTS 20"	EACH	\$670.00	10	0	\$0.00	10	\$6,700.00
Base Bid	44	2452.503	C-I-P CONCRETE PILING DELIVERED 20"	LIN FT	\$104.24	560	0	\$0.00	620	\$64,628.80
Base Bid	45	2452.503	C-I-P CONCRETE PILING DRIVEN 12"	LIN FT	\$10.00	700	0	\$0.00	655.3	\$6,553.00
Base Bid	46	2452.503	C-I-P CONCRETE PILING DRIVEN 20"	LIN FT	\$10.00	560	0	\$0.00	581.7	\$5,817.00
Base Bid	47	2452.503	C-I-P CONCRETE PILING DELIVERED 12"	LIN FT	\$44.46	700	0	\$0.00	680.2	\$30,241.69
Base Bid	47	2501.502	12" GS PIPE APRON	EACH	\$160.00	1	0	\$0.00	1	\$160.00
Base Bid	48	2501.502	12" PC-CS PIPE APRON	EACH	\$300.00	4	0	\$0.00	4	\$1,200.00

Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	49	2501.502	15" PC-CS PIPE APRON	EACH	\$400.00	12	0	\$0.00	12	\$4,800.00
Base Bid	50	2501.503	12" PC-CS PIPE CULVERT	LIN FT	\$45.00	83	0	\$0.00	83	\$3,735.00
Base Bid	51	2501.503	15" PC-CS PIPE CULVERT	LIN FT	\$51.00	347	0	\$0.00	347	\$17,697.00
Base Bid	52	2502.501	DRAINAGE SYSTEM TYPE (B910)	LUMP SUM	\$1,500.00	1	0	\$0.00	1	\$1,500.00
Base Bid	53	2503.503	12" CP PIPE SEWER	LIN FT	\$57.00	57	0	\$0.00	57	\$3,249.00
Base Bid	54	2506.502	CASTING ASSEMBLY	EACH	\$900.00	2	0	\$0.00	2	\$1,800.00
Base Bid	55	2506.502	CONST DRAINAGE STRUCTURE DESIGN G	EACH	\$2,510.00	2	0	\$0.00	2	\$5,020.00
Base Bid	56	2511.504	GEOTEXTILE FILTER TYPE 3	SQ YD	\$5.00	131	0	\$0.00	205	\$1,025.00
Base Bid	57	2511.504	GEOTEXTILE FILTER TYPE 7	SQ YD	\$3.75	780	0	\$0.00	594	\$2,227.50
Base Bid	58	2511.507	RANDOM RIPRAP CLASS II	CU YD	\$100.00	29	0	\$0.00	48	\$4,800.00
Base Bid	59	2511.507	RANDOM RIPRAP CLASS III	CU YD	\$60.00	420	0	\$0.00	252	\$15,120.00
Base Bid	60	2531.503	CONCRETE CURB AND GUTTER DESIGN D418	LIN FT	\$19.00	1661	0	\$0.00	1668	\$31,692.00
Base Bid	61	2531.504	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$80.00	48	0	\$0.00	54.52	\$4,361.60
Base Bid	62	2540.602	MAIL BOX SUPPORT	EACH	\$100.00	7	0	\$0.00	9	\$900.00
Base Bid	63	2554.502	END TREATMENT - TANGENT TERMINAL	EACH	\$3,100.00	3	0	\$0.00	3	\$9,300.00
Base Bid	64	2554.503	TRAFFIC BARRIER DESIGN TRANS TYPE 31	LIN FT	\$142.00	100	0	\$0.00	100	\$14,200.00
Base Bid	65	2554.503	TRAFFIC BARRIER DESIGN TYPE 31	LIN FT	\$30.00	125	0	\$0.00	125	\$3,750.00
Base Bid	66	2563.601	TRAFFIC CONTROL	LUMP SUM	\$3,900.00	0.52	0	\$0.00	0.52	\$2,028.00
Base Bid	67	2563.601	TRAFFIC CONTROL	LUMP SUM	\$3,900.00	0.48	0	\$0.00	0.48	\$1,872.00
Base Bid	68	2564.502	INSTALL SIGN PANEL TYPE C	EACH	\$140.00	30	0	\$0.00	0	\$0.00
Base Bid	69	2573.501	EROSION CONTROL SUPERVISOR	LUMP SUM	\$11,000.00	1	0	\$0.00	0.7	\$7,700.00
Base Bid	70	2573.501	STABILIZED CONSTRUCTION EXIT	LUMP SUM	\$4,700.00	1	0	\$0.00	0	\$0.00

Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	71	2573.502	CULVERT END CONTROLS	EACH	\$550.00	6	0	\$0.00	4	\$2,200.00
Base Bid	72	2573.502	STORM DRAIN INLET PROTECTION	EACH	\$1,200.00	2	0	\$0.00	2	\$2,400.00
Base Bid	73	2573.503	FLOTATION SILT CURTAIN TYPE MOVING WATER	LIN FT	\$38.50	340	0	\$0.00	250	\$9,625.00
Base Bid	74	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LIN FT	\$6.50	464	0	\$0.00	413	\$2,684.50
Base Bid	75	2573.503	SILT FENCE, TYPE HI	LIN FT	\$4.75	12495	0	\$0.00	7687	\$36,513.25
Base Bid	76	2575.501	TURF ESTABLISHMENT	LUMP SUM	\$11,970.00	1	0	\$0.00	1	\$11,970.00
Base Bid	77	2575.504	EROSION CONTROL BLANKETS CATEGORY 3N	SQ YD	\$2.55	27684	0	\$0.00	22393	\$57,102.15
Base Bid	78	2575.523	RAPID STABILIZATION METHOD 3	M GALLON	\$2,200.00	3.84	0	\$0.00	0	\$0.00
Base Bid Totals:								\$0.00		\$2,260,017.50

Project Category Totals			
Project	Category	Amount This Request	Amount To Date
031-598-021	BB Non-Participating	\$0.00	\$1,173,526.01
031-598-021	BB Participating	\$0.00	\$1,086,491.49

Contract Change Item Status										
Project	CC	Line/Item	Unit Price	Contract Quantity	Contract Amount	New Item or Adj to Existing	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
031-598-021	CO1	79 2105.507/00030 MUCK EXCAVATION (C Y)	\$6.12	12318	\$75,386.16	ITM	\$0.00	\$0.00	6477	\$39,639.24
031-598-021	CO1	80 2105.507/00150 GRANULAR BORROW (CV) (C Y)	\$14.28	20940	\$299,023.20	ITM	\$0.00	\$0.00	7820	\$111,669.60
Contract Change Totals:								\$0.00		\$151,308.84

Contract Change Totals			
Number	Description	Effective Date	Amount
1	The Engineer had determined a need for additional mucking along the job from St. 83+00 to St. 91+00 on both sides of the road. The original hope was because the road was mostly a fill, with small ditches, that we could build the road without mucking out all of the poor soils. However after beginning construction we see that conditions are worst than anticipated. The goal is to pave this road in the future, making mucking out the poor soils even more important for future pavement stability.	08/25/2021	\$374,409.36

	This change results in negotiated price for adding Item 2105.507 - Muck Excavation (CY) and Item 2105.507 - Granular Borrow (CV) (CY) The price reflects a Prime Contractor markup of 2%. There is no change in Contract time.		
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Material On Hand Additions					
Line	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line	Item	Description	Date	Added	Used	Remaining
28	2401.508	REINFORCEMENT BARS (EPOXY COATED) (P)	2021-12-14	53,020 POUND \$40,255.12	53,020 POUND \$40,255.12	0 POUND \$0.00
29	2401.508	REINFORCEMENT BARS (STAINLESS-75KSI) (P)	2021-12-14	480 POUND \$1,507.76	480 POUND \$1,507.76	0 POUND \$0.00
33	2402.502	BEARING ASSEMBLY	2022-01-14	20 EACH \$21,268.13	20 EACH \$21,268.13	0 EACH \$0.00
34	2402.502	ELASTOMERIC BEARING PAD TYPE 1	2022-01-14	10 EACH \$929.81	10 EACH \$929.81	0 EACH \$0.00
35	2402.502	FLOOR DRAIN TYPE B706	2022-01-13	6 EACH \$6,399.68	6 EACH \$6,399.68	0 EACH \$0.00
37	2406.504	BRIDGE APPROACH PANELS (P)	2021-12-14	53 SQ YD \$11,098.97	53 SQ YD \$11,098.97	0 SQ YD \$0.00
39	2452.502	C-I-P CONCRETE TEST PILE 80 FT LONG 12"	2021-10-11	2 EACH \$5,044.50	2 EACH \$5,044.50	0 EACH \$0.00
40	2452.502	C-I-P CONCRETE TEST PILE 80 FT LONG 20"	2021-10-11	2 EACH \$10,944.00	2 EACH \$10,944.00	0 EACH \$0.00
41	2452.502	PILE POINTS 12"	2021-10-11	12 EACH \$2,949.75	12 EACH \$2,949.75	0 EACH \$0.00
42	2452.502	PILE POINTS 20"	2021-10-11	10 EACH \$6,679.69	10 EACH \$6,679.69	0 EACH \$0.00
44	2452.503	C-I-P CONCRETE PILING DELIVERED 20"	2021-10-11	560 LIN FT \$38,304.00	560 LIN FT \$38,304.00	0 LIN FT \$0.00
47	2452.503	C-I-P CONCRETE PILING DELIVERED 12"	2021-10-11	700 LIN FT \$22,069.69	680.2 LIN FT \$21,445.43	19.8 LIN FT \$624.26
48	2501.502	12" PC-CS PIPE APRON	2021-10-12	4 EACH \$247.01	4 EACH \$247.01	0 EACH \$0.00
49	2501.502	15" PC-CS PIPE APRON	2021-10-12	12 EACH \$1,019.66	12 EACH \$1,019.66	0 EACH \$0.00
50	2501.503	12" PC-CS PIPE CULVERT	2021-10-12	83 LIN FT \$1,729.97	83 LIN FT \$1,729.97	0 LIN FT \$0.00
51	2501.503	15" PC-CS PIPE CULVERT	2021-10-12	347 LIN FT \$8,503.61	347 LIN FT \$8,503.61	0 LIN FT \$0.00

53	2503.503	12" CP PIPE SEWER	2021-10-12	57 LIN FT \$2,096.14	57 LIN FT \$2,096.14	0 LIN FT \$0.00
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Contract Total				\$2,411,950.60		
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CERTIFICATE FOR FINAL PAYMENT

State of Minnesota

Project No.: SAP 031-598-021

County of Itasca

Contract No.: 59821

The County Board of Itasca County hereby recognizes that the work done by S & R Reinforcing, Inc. of Aitkin MN, under contract with Itasca County, made and entered into on May 25, 2021, relating to the furnishing of materials, and/or, the construction of the above-named project has been completed.

We hereby approve of the Engineer's Final Estimate hereto attached, including variations from the original plans, and hereby find the Contractor entitled to total compensation for said work according to said estimate.

Dated: December 12, 2023

Signed:


Chairman, Itasca County Board


Clerk to the County Board



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, December 12, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3369

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Kory Johnson

AGENDA ITEM:

USFS 3153, Eagle Nest Road, Project Agreement - Agreement Modification

BOARD ACTION REQUESTED:

Approve the modification to the Road Project Agreement 22-RO-11090300-004 between Itasca County and the Chippewa National Forest Service and authorize the County Engineer to sign the modification.

BACKGROUND:

Each year, Itasca County and the Chippewa National Forest work together to maintain roads within Itasca County. The Road Project Agreement 22-RO-11090300-004 allows for the two parties to cooperate and provide minor maintenance on roads under the Forest Service jurisdiction. This agreement was originally signed in January 2022 and has been modified once to extend the expiration date. This modification will extend the expiration date of the agreement and increase the funding available for the chloride application on the Eagle Nest Road.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. MOD 02 22RO11090300004_for signatures
2. 22RO11090300004 Original Eagle Nest Road Agreement

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

**MODIFICATION OF GRANT OR AGREEMENT**

PAGE 1 OF PAGES 5

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: 22-RO-11090300-004	2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:	3. MODIFICATION NUMBER: 002
4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): Eastern Region, Office of Grants and Agreements Andrea Grimm 200 Ash Avenue NW Cass Lake, MN 56633-3089	5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4): Chippewa National Forest Zac McLellan 200 Ash Avenue NW Cass Lake, MN 56633-3089	
6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): County of Itasca 123 NE 4th St Grand Rapids, MN 55744-2659	7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):	

8. PURPOSE OF MODIFICATION

CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
☒	CHANGE IN PERFORMANCE PERIOD: Extend Through December 31, 2024
☒	CHANGE IN FUNDING: Additional funding (\$12,500) see page 2 for full text
☐	ADMINISTRATIVE CHANGES:
☒	OTHER (Specify type of modification): Update section IV., Clause B. PAYMENT/REIMBURSEMENT and update Section V., Clause L. COMMENCEMENT/EXPIRATION DATE

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):
Modify to extend expiration date and to add additional funding.**10. ATTACHED DOCUMENTATION (Check all that apply):**

☐	Revised Scope of Work
☒	Revised Financial Plan
☒	Other: Exhibit B Operating Plan

11. SIGNATURES**AUTHORIZED REPRESENTATIVE:** BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

11.A. COUNTY OF ITASCA SIGNATURE	11.B. DATE SIGNED	11.C. U.S. FOREST SERVICE SIGNATURE	11.D. DATE SIGNED
(Signature of Signatory Official)		(Signature of Signatory Official)	
11.E. NAME (type or print): KARIN GRANDIA		11.F. NAME (type or print): MICHAEL STANSBERRY	
11.G. TITLE (type or print): County Engineer		11.H. TITLE (type or print): Forest Supervisor	

12. G&A REVIEW

12.A. The authority and format of this modification have been reviewed and approved for signature by: NANCY BORMAN Digitally signed by NANCY BORMAN Date: 2023.11.28 08:56:58 -06'00' NANCY BORMAN U.S. Forest Service Grants & Agreements Specialist	12.B. DATE SIGNED
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Update Section IV., Clause B. THE FOREST SERVICE SHALL:

B. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse ITASCA COUNTY for the U.S. Forest Service's share of actual expenses incurred, not to exceed \$12,500.00, as shown in the Financial Plan. The U.S. Forest Service shall make payment upon receipt of COOPERATOR's MONTHLY invoice. Each invoice from COOPERATOR must display the total project costs for the billing period.

Each invoice must include, at a minimum:

- 1) COOPERATOR's name, address, and telephone number
- 2) U.S. Forest Service agreement number (#22-RO-11090300-004)
- 3) Invoice date
- 4) Performance dates of the work completed (start and end)
- 5) Total invoice amount for the billing period

The invoice must be forwarded to: sm.fs.asc_ga@usda.gov
U.S. Forest Service
Albuquerque Service Center

Send a copy to: Zachary Mclellan, zachary.mclellan@usda.gov

Funds obligated towards this agreement:

\$10,800.00 - original obligation

\$10,800.00 - Mod. 01

\$21,600.00 - payments thus far

\$12,500.00 - Mod. 02

\$12,500.00 - Total available funds through December 31, 2024.

Update Section V., Clause L. COMMENCEMENT/EXPIRATION DATE:

L. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through **December 31, 2024** at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

U.S. Forest Service

OMB 0596-0217
FS-1500-17B

Attachment: A

USFS Agreement No.: 22RO11090300004
Cooperator Agreement No.:

Mod. No.: 02

Note: This Financial Plan may be used when:

- (1) No program income is expected and
- (2) The Cooperator is not giving cash to the FS and
- (3) There is no other Federal funding

Agreements Financial Plan (Short Form)**Financial Plan Matrix:** Note: All columns may not be used. Use depends on source and type of contribution(s).

COST ELEMENTS	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		(e) Total
	(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) In-Kind	
Direct Costs					
Salaries/Labor	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$2,800.00	\$0.00	\$0.00	\$2,800.00
Supplies/Materials	\$0.00	\$9,700.00	\$0.00	\$0.00	\$9,700.00
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other					\$0.00
Subtotal	\$0.00	\$12,500.00	\$0.00	\$0.00	\$12,500.00
Coop Indirect Costs		\$0.00	\$0.00		\$0.00
FS Overhead Costs	\$0.00				\$0.00
Total	\$0.00	\$12,500.00	\$0.00	\$0.00	
Total Project Value:					\$12,500.00

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 100.00%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 0.00%
Total (f+g) = (h)	(h) 100.00%

WORKSHEET FOR

FS Cash to the Cooperator Cost Analysis, Column (b)

Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days		Total
Road Grader	4.00	\$700.00			\$2,800.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Non-Standard Calculation

Total Equipment	\$2,800.00
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Supplies/Materials

Standard Calculation

Supplies/Materials		# of Items	Cost/Item	Total
Magnesium Chloride Application		4.00	\$2,425.00	\$9,700.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

Total Supplies/Materials	\$9,700.00
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Subtotal Direct Costs

\$12,500.00

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs			Total
	\$12,500.00			\$0.00

Total Coop. Indirect Costs	\$0.00
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TOTAL COST

\$12,500.00

**Modification no. 02 to
AGREEMENT # 22-RO-11090300-004
EXHIBIT B
OPERATING PLAN**

STATEMENT OF WORK:

Itasca County Highway Department works cooperatively with the Chippewa National Forest to maintain Forest Service roads for residential traffic. The Forest Service agrees to pay for any materials required for work under this project agreement, up to \$12,500 for 2024, as agreed upon before any work is completed.

Work under this agreement will involve the following activities:

1. Blading of Eagle Nest Road FS 2198, total of 4.0 miles.
2. Annual application of magnesium chloride on Eagle Nest Road FS 2198 for dust abatement, total of 4.0 miles.

FS Agreement No. 22-RO-11090300-004

Cooperator Agreement No. _____

ROAD PROJECT AGREEMENT
Between
ITASCA COUNTY
And The
USDA, FOREST SERVICE,
CHIPPEWA NATIONAL FOREST

This Project Agreement (agreement) is hereby made and entered into by and between ITASCA, COUNTY OF (INC.), hereinafter referred to as “COOPERATOR,” and the USDA, Forest Service, CHIPPEWA NATIONAL FOREST, hereinafter referred to as the “U.S. Forest Service,” as specified under the authority and provisions of the Cooperative Forest Road Agreement #20-RO-11090300-027 executed between the parties on May 13, 2020.

Project Title: ROAD BLADING AND CHLORIDE TREATMENT – EAGLE NEST ROAD

I. BACKGROUND:

The parties entered into a Forest Road Cooperative Agreement (Coop Agreement) on May 13, 2020. This Coop Agreement allows for the parties to cooperate in the planning, survey, design, construction, reconstruction, improvement and maintenance of certain forest roads. The Schedule A, which is attached to the Coop Agreement, identifies the maintenance responsibilities of the parties to the specific road systems and may be revised as necessary. The process of revising the Schedule A can be labor intensive and time consuming due to requiring extensive valuations and several levels of formal review. Accordingly, formal revision of the Schedule A does not readily lend itself to rapid response times, adjusting to limited funding opportunities and a high degree of site condition specificity.

The Coop Agreement allows for specific Project Agreements between the parties with the intent of completing work as expeditiously as available funds or work opportunities allow.

The Coop Agreement identifies numerous requirements for the development of Project Agreements. These requirements include but are not limited to:

- The specific project (road) must be included in an approved U.S. Forest Service – Cooperator plan (Schedule A).
- Mutual approval.
- The cost to be borne by each party.
- The amount of cooperative funds as set forth in the Project Agreement shall be the maximum commitment of either party unless changed by a formal modification prior to incurring any expense.



- Work must be completed in accordance with agreed upon standards.

II. PURPOSE:

The purpose of this Project Agreement (agreement) is to document the parties' cooperation in the road blading and chloride treatment of Eagle Nest Road, FS 2198. The work is described in the hereby incorporated Financial and Operating plan, attached as Exhibits A and B respectively.

III. THE COOPERATOR SHALL:

- A. Perform in accordance with the Financial and Operating Plan, Exhibits A and B.
- B. Bill the U.S. Forest Service for actual costs incurred, not to exceed \$10,800.00.

IV. THE U.S. FOREST SERVICE SHALL:

- A. Perform in accordance with the Financial and Operating Plan, Exhibits A and B.
- B. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse ITASCA COUNTY for the U.S. Forest Service's share of actual expenses incurred, not to exceed \$10,800.00, as shown in the Financial Plan. The U.S. Forest Service shall make payment upon receipt of COOPERATOR's MONTHLY invoice. Each invoice from COOPERATOR must display the total project costs for the billing period.

Each invoice must include, at a minimum:

- 1) COOPERATOR's name, address, and telephone number
- 2) U.S. Forest Service agreement number
- 3) Invoice date
- 4) Performance dates of the work completed (start and end)
- 5) Total invoice amount for the billing period

The invoice must be forwarded to:

U.S. Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Ave NE
Albuquerque, NM 87109

FAX: 877-687-4894

Send a copy to: Zachary Mclellan
200 Ash Avenue NW
Cass Lake, MN 56633
zachary.mclellan@usda.gov

**V. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:**

- A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Kory Johnson Address: 123 4 th St NW City, State, Zip: Grand Rapids, MN 55744 Telephone: 218-327-2843 FAX: 218-327-0688 Email: Kory.johnson@co.itasca.mn.us	Name: Kory Johnson Address: 123 4 th St NW City, State, Zip: Grand Rapids, MN 55744 Telephone: 218-327-2843 FAX: 218-327-0688 Email: Kory.johnson@co.itasca.mn.us

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Zachary Mclellan Address: 200 Ash Ave NW City, State, Zip: Cass Lake, MN 56633 Telephone: 218-335-8664 CELL: 218-214-3911 Email: zachary.mclellan@usda.gov	Name: Nancy Borman Address: 8901 Grand Avenue Place City, State, Zip: Duluth, MN 55808 Telephone: 218-626-4364 FAX: 218-626-4397 Email: nancy.borman@usda.gov

- B. In the event of a conflict between this Project Agreement and the Coop Agreement, the latter shall take precedence.
- C. FREEDOM OF INFORMATION ACT (FOIA). Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 USC 552). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2008 Farm Bill).

- D. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperatives, their Employees,



Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

- E. FUNDING EQUIPMENT. Federal funding under this agreement is not available for reimbursement of COOPERATOR's purchase of equipment. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over 1 year.
- F. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or COOPERATOR from participating in similar activities with other public or private agencies, organizations, and individuals.
- G. ENDORSEMENT. Any of COOPERATOR's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of COOPERATOR's products or activities.
- H. ALTERNATE DISPUTE RESOLUTION. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to, conciliation, facilitation, mediation, and fact finding.
- I. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS: All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:
 - (a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
 - (b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.
 - (c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
 - (d) If the Government determines that the recipient is not in compliance with this award provision, it:



(1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and

(2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

- J. MODIFICATION. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
- K. TERMINATION. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of this agreement after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination. (Excess funds must be refunded within 60 days after the effective date, OR Excess funds must be refunded in accordance with the REFUND provision of the agreement).
- L. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of last signature and is effective **through December 31, 2022** at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.
- M. AUTHORIZED REPRESENTATIVES. By signature below, the parties certify that the individuals listed in this document as representatives of each party are authorized to act in their respective areas for matters related to this agreement.



This agreement shall be effective as of the date herein written and shall supersede all prior existing agreements, if any, for the same roads.

Karin GrandiaDigitally signed by Karin Grandia
Date: 2022.02.10 06:56:37
-06'00'**2/10/22****KARIN GRANDIA, County Engineer**
Itasca County, Minnesota**Date**Digitally signed by JENNIFER
YOUNGBLOOD
Date: 2022.02.23 05:57:31 -06'00'**2/23/22****JENNIFER K. YOUNGBLOOD, Forest Supervisor**
U.S. Forest Service, Chippewa National Forest**Date**

The authority and format of this agreement have been reviewed and approved for signature.

**BRENDA
FRENZEL**Digitally signed by BRENDA
FRENZEL
Date: 2021.12.20 09:38:44 -06'00'**12/20/21****BRENDA FRENZEL****Date****U.S. Forest Service Grants Management Specialist****Burden Statement**

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

U.S. Forest Service

OMB 0596-0217
FS-1500-17B

Exhibit A

USFS Agreement No.: 22-RO-11090300-004
Cooperator Agreement No.:

Mod. No.:

Note: This Financial Plan may be used when:

- (1) No program income is expected and
- (2) The Cooperator is not giving cash to the FS and
- (3) There is no other Federal funding

Agreements Financial Plan (Short Form)**Financial Plan Matrix:** Note: All columns may not be used. Use depends on source and type of contribution(s).

	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		(e) Total
	(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) In-Kind	
COST ELEMENTS					
Direct Costs					
Salaries/Labor	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$2,800.00	\$0.00	\$0.00	\$2,800.00
Supplies/Materials	\$0.00	\$8,000.00	\$0.00	\$0.00	\$8,000.00
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other					\$0.00
Subtotal	\$0.00	\$10,800.00	\$0.00	\$0.00	\$10,800.00
Coop Indirect Costs		\$0.00	\$0.00		\$0.00
FS Overhead Costs	\$0.00				\$0.00
Total	\$0.00	\$10,800.00	\$0.00	\$0.00	\$10,800.00
Total Project Value:					\$10,800.00

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (c) = (f)	(f) 100.00%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 0.00%
Total (f+g) = (h)	(h) 100.00%

WORKSHEET FOR

FS Cash to the Cooperator Cost Analysis, Column (b)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor

Standard Calculation

Job Description		Cost/Day	# of Days		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Non-Standard Calculation

Total Salaries/Labor		\$0.00
-----------------------------	--	---------------

Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Non-Standard Calculation

Total Travel		\$0.00
---------------------	--	---------------

Equipment

Standard Calculation

Piece of Equipment	# of Miles	Cost/Mile			Total
Road Grader	4.00	\$700.00			\$2,800.00
					\$0.00
					\$0.00

Non-Standard Calculation

Total Equipment

\$2,800.00

Supplies/Materials

Standard Calculation

Supplies/Materials		# of Miles	Cost/Mile	Total
--------------------	--	------------	-----------	-------

Magnesium Chloride Application		4.00	\$2,000.00	\$8,000.00
--------------------------------	--	------	------------	------------

\$0.00

\$0.00

Non-Standard Calculation

Total Supplies/Materials

\$8,000.00

Printing

Standard Calculation

Paper Material		# of Units	Cost/Unit		Total
----------------	--	------------	-----------	--	-------

\$0.00

Non-Standard Calculation

\$0.00

Total Printing	\$0.00
-----------------------	---------------

Other Expenses

Standard Calculation

Item		# of Units	Cost/Unit		Total
------	--	------------	-----------	--	-------

\$0.00

Non-Standard Calculation

Total Other

\$0.00

Subtotal Direct Costs	\$10,800.00
------------------------------	--------------------

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs			Total
-----------------------	-----------------------	--	--	-------

\$10,800.00

\$0.00

Total Coop. Indirect Costs	\$0.00
-----------------------------------	---------------

TOTAL COST	\$10,800.00
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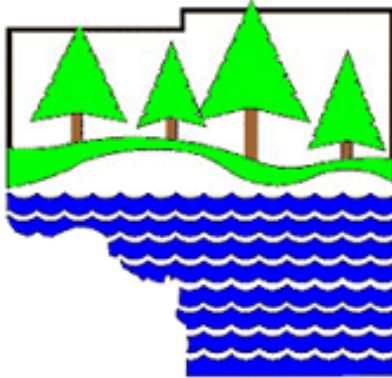
AGREEMENT # 22-RO-11090300-004
EXHIBIT B
OPERATING PLAN

STATEMENT OF WORK:

Itasca County Highway Department works cooperatively with the Chippewa National Forest to maintain Forest Service roads for residential traffic. The Forest Service agrees to pay for any materials required for work under this project agreement, up to \$10,800 for 2022, as agreed upon before any work is completed.

Work under this agreement will involve the following activities:

1. Blading of Eagle Nest Road FS 2198, total of 4.0 miles.
2. Annual application of magnesium chloride on Eagle Nest Road FS 2198 for dust abatement, total of 4.0 miles.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, December 12, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3377

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Karin Grandia

AGENDA ITEM:

Sponsor Resolution for Wawina F LRIP Grant Application

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Resolution of Support from Sponsoring Agency, which indicates that Itasca County agrees to act as the sponsor/fiscal agent for an application for funding from the Local Road Improvement Program (LRIP), as requested by Wawina Township, contingent on receiving the required resolution from Wawina Township indicating their understanding and willingness to fund any and all costs either not covered by the grant or over the grant amount.

BACKGROUND:

The LRIP has a program called the Local Road Improvement Program and Townships can apply for funds to improve local roads. The maximum grant amount is \$1.5 million. The funds can only be used for capital construction costs and townships must pay for all project development costs including, but not limited to, engineering, permitting and right-of-way. Additionally, the Township must agree to cover all costs in excess of the grant amount.

Townships are required to have their local county act as a sponsor and fiscal agent for the project.

Wawina Township is applying for LRIP funds to reconstruct Wawina F from CSAH 25 to the end of the public road. The road is currently a narrow minimum maintenance road and the Township wants to upgrade the road to a year-round facility.

The Township has indicated they will pass a resolution committing to the project and agreeing to cover any costs not covered by the LRIP grant at their meeting on December 12, 2023. County support should be contingent on receiving the required resolution from Wawina Township.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Cory Smith

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, December 12, 2023

RESOLUTION 2023-54

RE: RESOLUTION OF SUPPORT FROM SPONSORING AGENCY

WHEREAS, Local Road Improvement Program (LRIP) funds are available for local agency projects meeting Routes of Regional Significance or Rural Road Safety criteria; and

WHEREAS, non-state aid cities and townships must have a county sponsor to apply for LRIP funding; and

WHEREAS, Wawina Township has requested that Itasca County sponsor its application for the reconstruction of Wawina F from CSAH 25 to the end of the public road; and

WHEREAS, Wawina Township understands that it will be responsible for all costs not covered by LRIP funding including all engineering and right of way costs and any construction costs over the funding cap.

NOW THEREFORE BE IT RESOLVED, the County of Itasca hereby agrees to act as a sponsor/fiscal agent for the application from Wawina Township for LRIP funding for the reconstruction of Wawina F.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 12th day of December A.D. 2023 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 12th day of December A.D. 2023.

Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, December 12, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3379

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Karin Grandia

AGENDA ITEM:

Sponsor Resolution for Wawina G LRIP Grant Application

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Resolution of Support from Sponsoring Agency, which indicates that Itasca County agrees to act as the sponsor/fiscal agent for an application for funding from the Local Road Improvement Program (LRIP), as requested by Wawina Township, contingent on receiving the required resolution from Wawina Township indicating their understanding and willingness to fund any and all costs either not covered by the grant or over the grant amount.

BACKGROUND:

The LRIP has a program called the Local Road Improvement Program and Townships can apply for funds to improve local roads. The maximum grant amount is \$1.5 million. The funds can only be used for capital construction costs and townships must pay for all project development costs including, but not limited to, engineering, permitting and right-of-way. Additionally, the Township must agree to cover all costs in excess of the grant amount.

Townships are required to have their local county act as a sponsor and fiscal agent for the project.

Wawina Township is applying for LRIP funds to reconstruct Wawina G from CR 425 to the end of the public road. The road is currently a narrow minimum maintenance road and the Township wants to upgrade the road to a year-round facility.

The Township has indicated they will pass a resolution committing to the project and agreeing to cover any costs not covered by the LRIP grant at their meeting on December 12, 2023. County support should be contingent on receiving the required resolution from Wawina Township.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Cory Smith

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, December 12, 2023

RESOLUTION 2023-55

RE: RESOLUTION OF SUPPORT FROM SPONSORING AGENCY

WHEREAS, Local Road Improvement Program (LRIP) funds are available for local agency projects meeting Routes of Regional Significance or Rural Road Safety criteria; and

WHEREAS, non-state aid cities and townships must have a county sponsor to apply for LRIP funding; and

WHEREAS, Wawina Township has requested that Itasca County sponsor its application for the reconstruction of Wawina G from CR 425 to the end of the public road; and

WHEREAS, Wawina Township understands that it will be responsible for all costs not covered by LRIP funding including all engineering and right of way costs and any construction costs over the funding cap.

NOW THEREFORE BE IT RESOLVED, the County of Itasca hereby agrees to act as a sponsor/fiscal agent for the application from Wawina Township for LRIP funding for the reconstruction of Wawina G.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 12th day of December A.D. 2023 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 12th day of December A.D. 2023.

Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, December 12, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3372

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Kory Cease

AGENDA ITEM:

2024 Fairgrounds Park Property Management Contract

BOARD ACTION REQUESTED:

Approve a service contract between Itasca County and the Itasca County Agricultural Association for 2024 property management services at the Fairgrounds Park in the amount of \$66,000.00, to be paid from Park System Account 12-610, and authorize necessary signatures.

BACKGROUND:

This service contract is renewed annually, and it allows the Agricultural Association to manage grounds maintenance, events, and rentals on the Fairgrounds Park under the terms of the contract as developed in coordination with the County Attorney's Office (CRT 5222).

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. 2024 ICAA Fairgrounds Park Contract

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

County of Itasca, Minnesota Service Contract

A.1 DATES AND PARTIES

A.1.1 THIS CONTRACT, made this **1st day of January, 2024**, by and between the County of Itasca, herein called the “County,” and **Itasca County Agricultural Association**, a corporation organized and existing under the laws of the State of Minnesota, herein called the “Vendor.”

B.1 AGREEMENT

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

C.1 TERM OF CONTRACT

C.1.1 The term of this Contract is from **January 1, 2024, to December 31, 2024**, inclusive. The Contract may be extended if provided for in the Special Conditions.

D.1 SPECIAL CONDITIONS

D.1.1 This Contract is subject to such special conditions as are set forth in the Special Conditions Supplement attached hereto and made a part hereof and marked as **Attachment A**.

E.1 CONTRACT AMOUNT

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

F.1 INCREASE

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

J.1.3 General Liability Insurance

J.1.3.1

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

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

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

J.1.4 Automobile Liability Insurance

J.1.4.1

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

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

J.1.5 Workers' Compensation Per Statutory Requirements

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

J.1.6 Employer's Liability

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

K.1 UNAVOIDABLE CIRCUMSTANCES

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

L.1 RIGHT TO TERMINATE

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

M.1 ASSIGNMENT

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

N.1 INDEMNIFICATION

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

O.1 COMPLIANCE WITH LAWS

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

U.1 EXECUTION

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

Dated this _____ day of _____, _____.

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

By: Lou Huber
Its President

COUNTY OF ITASCA, MINNESOTA

By: _____

Its _____

By: _____

Its _____

APPROVED AS TO FORM & EXECUTION

By: _____
Itasca County Attorney

The County agrees:

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

The Vendor agrees to provide:

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

Other
terms and
conditions
:

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

jjm

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

Parcel ID# 91-585-0110

AND

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

Parcel ID# 91-016-2402

AND

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

Parcel ID# 91-016-1206

AND

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

Parcel ID# 91-016-2104

AND

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

Parcel ID# 91-016-1207

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

Parcel ID# 91-016-2440

AND

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

Parcel ID# 91-016-2403

AND

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

Parcel ID# 91-585-0120

(the "Fairgrounds Parcels")

AND

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

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

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

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, December 12, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3375

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Cindy Shevich

AGENDA ITEM:

2024 Land Classification Meeting

BOARD ACTION REQUESTED:

Accept attached land classification list and schedule for 2024 Land Classification Meeting for Tuesday, March 19, 2024 at 10:00 am in the County Board Room.

BACKGROUND:

The Land Classification Committee reviews new forfeitures, land sale requests, and land exchange requests annually at the Land Classification Meeting. The Committee consists of the County Board members with the Land Commissioner as a non-voting ex-officio member. The attached Land Classification List is subject to change.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. RBA list attachment 2024

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

2024 LAND CLASSIFICATION - PLATTED PROPERTIES									
Tract	ACRES	PARCEL ID	DISTRICT NAME	TWP	RGE	SEC	LEGAL DESCRIPTION *	PLAT	REASON
1	0.19	18-480-0012	GREENWAY TWP	56	23	24	PT OF LT 1 BEF AT NE COR OF SAID LT 1 TH	LAKEVIEW ACRES	FORFEITURE
2	0.69	18-480-0160	GREENWAY TWP	56	23	24	LOT 16	LAKEVIEW ACRES	FORFEITURE
3	0.63	18-560-0200	GREENWAY TWP	56	23	13	LOT 20-21	2ND ADD TO SWAN LAKE	FORFEITURE
4	1	40-440-0130	TROUT LAKE TWP	55	24	15	LOT 15 BLK 1 DEMINGS ESTATES AND 1/35 INT IN	DEMINGS ESTATES	FORFEITURE
5	1	40-440-0132	TROUT LAKE TWP	55	24	15	LOT 16 BLK 1 DEMINGS ESTATES AND 1/35 INT IN	DEMINGS ESTATES	FORFEITURE
6	1.07	40-440-0140	TROUT LAKE TWP	55	24	15	LOT 20 BLK 1 DEMINGS ESTATES AND 1/35 INT IN	DEMINGS ESTATES	FORFEITURE
7	1	40-440-0210	TROUT LAKE TWP	55	24	15	LOT 3 BLK 2 DEMINGS ESTATES AND 1/35 INT IN	DEMINGS ESTATES	FORFEITURE
8	0.14	64-480-0714	56-26 UNORG	56	26	2	S 50 FT OF LOT 5 BLK G	NORTHLAND PARK	FORFEITURE
9	0.28	74-420-0610	144-26 UNORG	144	26	2	LOTS 1-3 BLK 6	BALL CLUB	FORFEITURE
10	0.11	74-420-1220	144-26 UNORG	144	26	2	LOTS 7-8-BLK 12 LESS HWY 2	BALL CLUB	FORFEITURE
11	0.28	85-490-0110	BIGFORK CITY	61	26	27	A PARCEL OF LAND IN LOTS 10 & 11 HAVING THE	ZAISERS ADDITION TO BIGFORK	FORFEITURE
12	0.01	91-501-0405	GRAND RAPIDS CITY	55	25	16	S 3' OF LOT 1, BLK 4	CRYSTAL LAKE ESTATES	FORFEITURE
13	0.17	91-515-0011	GRAND RAPIDS CITY	55	25	9	LOT 1 LESS PART LYG NW OF NE EXT OF NW	ELM ACRES	FORFEITURE
14	0.33	91-530-0140	GRAND RAPIDS CITY	55	25	16	LOT 4 BLK 1	FAIRVIEW 2ND ADDITION	FORFEITURE
15	0.64	91-663-0230	GRAND RAPIDS CITY	55	25	18	LOT 13-BLK 2	REMER DESCHEPPER ADDITION	FORFEITURE
16	0.64	91-663-0232	GRAND RAPIDS CITY	55	25	18	LOT 14-BLK 2	REMER DESCHEPPER ADDITION	FORFEITURE
17	0.11	91-725-0335	GRAND RAPIDS CITY	55	25	20	W 1/2 OF LOTS 13-15 LESS ST IN LT 15 BLK 3	WOODLAND ADD. TO GRAND RAPIDS	FORFEITURE
18	0.02	91-725-0655	GRAND RAPIDS CITY	55	25	20	N 10FT OF W 1/2 OF LOT 26 BLK 6	WOODLAND ADD. TO GRAND RAPIDS	FORFEITURE
19	0.22	92-440-1010	KEEWATIN CITY	57	22	25	ALL LOTS 1 & 2 & LOT 3 LESS E 1/2 BLK 10 &	HAYES ADDITION TO KEEWATIN	FORFEITURE
20	0.07	95-410-1455	NASHWAUK CITY	57	22	32	LOT 18-BLK 14	NASHWAUK	FORFEITURE
21	0.20	97-420-0110	TACONITE CITY	56	24	21	LOT 1- BLK 1	VILLAGE OF TACONITE	FORFEITURE

* Legal description is taken from the tax system, and is subject to inaccuracies. Refer to the deed of record for current legal descriptions.

2024 LAND CLASSIFICATION - UNPLATTED PROPERTIES

Tract	ACRES	PARCEL ID	DISTRICT NAME	TWP	RGE	SEC	LEGAL DESCRIPTION *	REASON
22	0.41	14-124-4405	GOODLAND TWP	55	22	24	THAT PT OF LOT 1 DESC AS FOLL: BEG AT THE SE	FORFEITURE
23	3.63	19-001-4304	HARRIS TWP	54	25	1	S 490FT OF W 1/2 OF W 1/2 OF SW SE	FORFEITURE
24	5	48-023-1202	58-22 UNORG	58	22	23	W 435.60FT OF S 500FT OF NW NE	FORFEITURE
25	2.5	74-002-4405	144-26 UNORG	144	26	2	N 330FT OF W 330FT OF SE SE	FORFEITURE
26	30.84	83-019-3400	146-29 UNORG	146	29	19	LOT 5	FORFEITURE
27	0.32	89-036-2405	DEER RIVER CITY	145	25	36	E 100' OF W 350' OF S 140' OF PT OF SE NW	FORFEITURE
28	21.27	89-036-2410	DEER RIVER CITY	145	25	36	THE UNPLATTED PART OF SE NW DESC AS FOLLOWS:	FORFEITURE
29	8.41	89-036-3140	DEER RIVER CITY	145	25	36	UNPLATTED PT OF NE SW LYG N OF GN RY R/W &	FORFEITURE
30	40.14	90-023-1100	EFFIE CITY	62	26	23	NE NE	FORFEITURE
31	40.04	90-023-1200	EFFIE CITY	62	26	23	NW NE	FORFEITURE
32	0.31	90-023-3300	EFFIE CITY	62	26	23	D PT OF SW SW LYG S OF LOTS 7 & 8 BLK 3 OF BYRNE ADD	FORFEITURE
33	2.02	97-009-3103	TACONITE CITY	56	24	9	E 280.5 FT OF N 313.5 FT OF S 643.5 FT	FORFEITURE

UNDIVIDED SURFACE INTEREST PARCELS

Tract	ACRES	PARCEL ID	DISTRICT NAME	TWP	RGE	SEC	LEGAL DESCRIPTION *	REASON
34	16.04	02-013-4415	ARBO TWP	56	25	13	UND 1.57 INT IN SE SE LESS REV DESC 1	FORFEITURE
35	26.99	02-024-1146	ARBO TWP	56	25	24	UND 1.57 INT IN NE NE LESS REV DESCS 1-2	FORFEITURE
36	41.19	02-024-1446	ARBO TWP	56	25	24	UND 1.57 INT IN SE NE LESS REV DESC 1	FORFEITURE
37	0.40	40-015-3206	TROUT LAKE TWP	55	24	15	UND 1/35 INT IN LT 9 SEC 15, TWP 55, RGE 24	FORFEITURE
38	10.3	88-019-2123	COLERAINE CITY	56	24	19	UND 1.22 INT IN NE NW LESS REV DESC 2 & LESS	FORFEITURE
39	12.99	88-019-2253	COLERAINE CITY	56	24	19	UND 1.57 INT IN REV DESC 4 OF LOT 1	FORFEITURE
40	29.44	88-019-3448	COLERAINE CITY	56	24	19	UND .21% INT IN THAT PT OF SE SW, DESCRIBED	FORFEITURE
41	6.34	88-019-4322	COLERAINE CITY	56	24	19	UND .21% INT IN THAT PT OF SW SE, DESCRIBED	FORFEITURE
42	3.13	88-030-1223	COLERAINE CITY	56	24	30	UND .21% INT IN THAT PT OF NW NE, DESCRIBED	FORFEITURE
43	8.3	88-030-2129	COLERAINE CITY	56	24	30	UND .21% INT IN THAT PT OF NE NW, DESCRIBED	FORFEITURE
44	40.34	88-030-3110	COLERAINE CITY	56	24	30	UDI PARCEL CONSISTING OF: UND 2.0834 INT IN	FORFEITURE
45	4.19	97-018-3327	TACONITE CITY	56	24	18	UND 1.57 INT IN LOT 4 LESS REV DESCS 1-2	FORFEITURE

2024 LAND CLASSIFICATION - SEVERED MINERALS - UNDIVIDED INTEREST PARCELS

Tract	ACRES	PARCEL ID	DISTRICT NAME	TWP	RGE	SEC	UND INT	LEGAL DESCRIPTION *	REASON
46	8	02-820-2300005	ARBO	56	25	20	2/15	LOT 8	FORFEITURE
47	8	02-834-2300010	ARBO	56	25	34	2/15	SW NW	FORFEITURE
48	8	05-813-1400005	COHASSET	55	26	13	2/15	LOT 4	FORFEITURE
49	8	18-828-2205005	GREENWAY	56	23	28	1/7	NW NW	FORFEITURE
50	8	18-828-2205010	GREENWAY	56	23	28	1/7	LOT 7	FORFEITURE
51	8	19-804-1202005	HARRIS	54	25	4	1/162	LOT 2	FORFEITURE
52	8	36-850-3301005	SPANG	53	27	14	1/12	SW SW	FORFEITURE
53	8	36-850-3302005	SPANG	53	27	14	1/12	SW SW	FORFEITURE
54	8	36-851-3301010	SPANG	53	27	15	1/12	SW SE	FORFEITURE
55	8	36-851-3302010	SPANG	53	27	15	1/13	SW SE	FORFEITURE
56	8	36-859-3301015	SPANG	53	27	23	1/12	NW NW	FORFEITURE
57	8	36-859-3301020	SPANG	53	27	23	1/12	SW NW	FORFEITURE
58	8	36-859-3302015	SPANG	53	27	23	1/12	NW NW	FORFEITURE
59	8	36-859-3302020	SPANG	53	27	23	1/12	SW NW	FORFEITURE
60	16.23	88-830-1200007	COLERAINE CITY	56	24	30	288/25	PT NW NE	FORFEITURE
61	36.74	88-831-1300001	COLERAINE CITY	56	24	31		PT SW NE	FORFEITURE
62	12.38	88-831-1400002	COLERAINE CITY	56	24	31		PT SE NE	FORFEITURE
63	11.31	88-831-3100001	COLERAINE CITY	56	24	31		NE SW LYG N OF CSAH	FORFEITURE
64	8	91-818-3200005	GRAND RAPIDS CITY	55	25	18	2/15	LOT 3	FORFEITURE
65	8	91-821-3200010	GRAND RAPIDS CITY	55	25	21	2/15	LOT 7	FORFEITURE
66	39.97	97-816-1400001	TACONITE CITY	56	24	16		SE NE	FORFEITURE
67	39.77	97-816-3400000	TACONITE CITY	56	24	16		SE SW	FORFEITURE
68	40.14	97-816-4100000	TACONITE CITY	56	24	16		LOT 9	FORFEITURE



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, December 12, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3367

DEPARTMENT: Sheriff
PRESENTER: Joe Dasovich

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Snowmobile Safety Enforcement Grant Agreement FY23-25

BOARD ACTION REQUESTED:
Authorize the Itasca County Board Chair and Itasca County Administrator to sign the Snowmobile Safety Enforcement Grant Agreement between Itasca County and the State of MN DNR for the grant cycle of FY2024 & FY2025.

BACKGROUND:
This is a two year grant agreement that will compensate up to \$8,676.00 each year for the next two years (total grant \$17,356.00). This grant helps cover the extra costs associated with snowmobile patrol and conducting educational programs in Itasca County.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. ITASCA COUNTY-SSE GRANT

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

STATE OF MINNESOTA

GRANT CONTRACT

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources ("STATE") and Itasca County Sheriff's Office, 108 NE 5th Street, Grand Rapids, MN 55744 ("GRANTEE").

Recitals Section

1. Under Minn. Stat. 84.026, (84.794, 84.803 and 84.927 – OHV, 84.83 - Snowmobile) the State is empowered to enter into this grant.
2. The State, under Laws of Minnesota 2023, Chapter 60, Section 3, Subdivision 7(f) (for OHV only) or Minnesota 2023, Chapter 60, Section 3, Subdivision 7(d) (for snowmobile safety only) is authorized to provide reimbursement grants to counties to cover costs related to labor and equipment in the enforcement of snowmobile rules and regulations, as well as holding staff training in the same, and providing local youth training classes in the manner described in the Grantee's Proposed Budget.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minn.Stat.§16B.98, Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract

1 Term of Grant Contract

1.1 **Effective date:**

July 1, 2023. As per Statute 84.026 Subd. 4, work may begin prior to execution. Per Minn. §Stat. 16B.98 Subd. 7, no payments will be made to the Grantee until this contract is fully executed.

1.2 **Expiration date:**

June 30, 2025 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 **Survival of Terms.**

The following clauses survive the expiration or cancellation of this grant contract:

8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 16. Data Disclosure.

1.4 **Incur Expenses.**

Notwithstanding Minnesota Statutes, section 16A.41, expenditures made on or after July 1, 2023, whichever is later, are eligible for reimbursement unless otherwise provided in under Laws of Minnesota 2023, Chapter 60, Section 3, Subdivision 7(f) (OHV) or Subdivision 7(d) (Snowmobile).

2 Grantee's Duties

The Grantee, who is not a state employee, will:

Comply with required grants management policies and procedures set forth through

Minn.Stat.§16B.97, Subd. 4 (a) (1). The Grantee will be reimbursed once annually, for only eligible

Snowmobile Safety Enforcement Safety Grant activities, including one or more of the following:

- Grantee staff time to participate in SSE activities, including attendance at training classes, also holding local safety training education programs for local participants. Training of Grantee staff working to enforce any SSE related law, rule or regulation is **MANDATORY**.
- Purchase of snowmobiles for use in patrolling;
- Snowmobile maintenance, fuel and enforcement related costs;
- Trailers, trailer maintenance and repair (not costs related to towing vehicle repair)
- Helmets and other related protective gear (no standard uniforms or equipment);
- Purchase other equipment dedicated **SOLELY** to Snowmobile Safety Enforcement work.
- Submit **ANNUAL** Performance Reports and Reimbursement Requests for each year of participation in this Program. All needed documents to accomplish this are posted on the DNR website. The Grantee will be responsible for the administration, supervision, management, record keeping and program oversight required for the work performed under this grant contract. Further, the Grantee is responsible for maintaining an adequate conflict of interest policy. Throughout the term of this grant contract, the Grantee shall monitor and report any actual, potential or perceived conflicts of interest to the State's Authorized Representative.

3 Time

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

4 Consideration and Payment

4.1 Consideration.

The State will pay for all services performed by the Grantee under this grant contract as follows:

(a) Compensation

The Grantee will be reimbursed up to **\$ 8,676.00** in state fiscal year 2024, for expenses incurred between July 1, 2023 and June 30, 2024, and **\$ 8,676.00** in fiscal year 2025, for expenses incurred between July 1, 2024, and June 30, 2025, as determined by the grant funding formula.

(b) Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed **\$ 17,352.00**.

4.2 Payment

(a) Invoices

The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:

Invoices for state fiscal year 2024 must be submitted **before June 30, 2025**. Invoices for state fiscal year 2025 must be submitted before **June 30, 2026**. Only submit **ONE** invoice for the total expenses incurred during each state fiscal year.

5 Conditions of Payment

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

Eligible reimbursement costs may not exceed **\$ 8,676.00 prior to July 1, 2024.**

Eligible reimbursement costs may not exceed **\$ 8,676.00 prior to July 1, 2025.**

6 Authorized Representative

The State's Authorized Representative is Adam Block, Boating Law Administrator, MN DNR Division of Enforcement, 500 Lafayette Road, St. Paul, MN, 55155-4047, adam.block@state.mn.us, or his successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Mike Partlow, 108 NE 5th Street, Grand Rapids, MN 55744, 218.326.3477, mike.partlow@co.itasca.mn.us. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Contract Complete

7.1 Assignment

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

7.2 Amendments

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

7.3 Waiver

If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

7.4 Grant Contract Complete

This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 Liability

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

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, a grant agreement made by an executive agency must include an audit clause that provides that the books, records, documents, and accounting procedures and practices of the grantee or other party that are relevant to the grant or transaction are subject to examination by the commissioner, the granting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years from the grant agreement end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. If a grant agreement does not include an express audit clause, the audit authority under this subdivision is implied.

10 Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices

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

11 Workers Compensation

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

12 Publicity and Endorsement

12.1 Publicity

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

12.2 Endorsement

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

13 Governing Law, Jurisdiction, and Venue

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

14 Termination

14.1 Termination by the State

The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 Termination by The Commissioner of Administration

The Commissioner of Administration may unilaterally cancel this grant contract agreement if further performance under the agreement would not serve agency purposes or is not in the best interest of the State.

14.3 Termination for Cause

The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.4 Termination for Insufficient Funding

The State may immediately terminate this grant contract if:

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

14.5 Additional alternate termination language may be negotiated on a case by case basis after the state agency has consulted with their legal and finance teams.

15 Non-Discrimination

No person in the United States must, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance. Including but not limited to:

- (a)** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance; Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;
- (b)** Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.
- (c)** The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;

- (d) Title II of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against qualified individuals with disabilities in services, programs, and activities of public entities
- (e) Any other applicable non-discrimination law(s).

16 Data Disclosure

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

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: **Pamela D. Brisson**
Date: 11/21/2023

Digitally signed by
Pamela D. Brisson
Date: 2023.11.21
07:13:13 -06'00'

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

SWIFT Contract/PO No(s). 239603 / 3-243745

2. GRANTEE

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Distribution:
Agency
Grantee
State's Authorized Representative



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, December 12, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3368

DEPARTMENT: Sheriff
PRESENTER: Joe Dasovich

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Off Highway Vehicle Enforcement Grant Agreement FY23-25

BOARD ACTION REQUESTED:

Authorize Itasca County Board Chair and Itasca County Administrator to sign the Off Highway Vehicle Enforcement Grant between Itasca County and the Minnesota Department of Natural Resources (DNR).

BACKGROUND:

This is a annual 2-year grant agreement that will provide up to \$16,829.00 each year for the next two years (total grant \$33,658.00). This grant helps cover the extra costs associated with OHV patrol in Itasca County.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Itasca County-OHV GRANT CONTRACT

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

STATE OF MINNESOTA GRANT CONTRACT

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources ("STATE") and Itasca County Sheriff's Office, 108 NE 5th Street, Grand Rapids, MN 55744 ("GRANTEE").

Recitals Section

1. Under Minn. Stat. 84.026, (84.794, 84.803, and 84.927 – OHV, 84.83 - Snowmobile) the State is empowered to enter into this grant.
2. The State, under Laws of Minnesota 2023, Chapter 60, Section 3, Subdivision 7(f) (for OHV only) or Minnesota 2023, Chapter 60, Section 3, Subdivision 7(d) (for snowmobile safety only) is authorized to provide reimbursement grants to counties to cover costs related to labor and equipment in the enforcement of off highway vehicle laws, rules and regulations, as well as holding staff training in the same, and providing local youth training classes, in the manner described in the Grantee's Proposed Budget.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minn.Stat.§16B.98, Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract

1 Term of Grant Contract

1.1 Effective date:

July 1, 2023. As per Statute 84.026 Subd. 4, work may begin prior to execution. Per Minn. §Stat. 16B.98 Subd. 7, no payments will be made to the Grantee until this contract is fully executed.

1.2 Expiration date:

June 30, 2025 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 Survival of Terms.

The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

1.4 Incur Expenses.

Notwithstanding Minnesota Statutes, section 16A.41, expenditures made on or after July 1, 2023, whichever is later, are eligible for reimbursement unless otherwise provided in under Laws of Minnesota 2023, Chapter 60, Section 3, Subdivision 7(f) (OHV) or Subdivision 7(d) (Snowmobile).

2 Grantee's Duties

The Grantee, who is not a state employee, will:

Comply with required grants management policies and procedures set forth through Minn.Stat.§16B.97, Subd. 4 (a) (1). The Grantee will be reimbursed once annually, for only eligible OHV Safety Grant activities, including one or more of the following:

- Grantee staff time to participate in OHV/ATV activities, including attendance at training classes, also holding local safety training education programs for local participants. Training of Grantee staff working to enforce any OHV related law, rule or regulation is MANDATORY.
- Purchase of ATV's for use in patrolling;
- ATV maintenance, fuel and enforcement related costs;
- Trailers, trailer maintenance and repair (not costs related to towing vehicle repair)
- Helmets and other related protective gear (no standard uniforms or equipment);
- Purchase other equipment dedicated SOLELY to Off Highway Vehicle Enforcement work
- Submit ANNUAL Performance Reports and Reimbursement Requests for each year of participation in this Program. All needed documents to accomplish this are posted on the DNR website. The Grantee will be responsible for the administration, supervision, management, record keeping and program oversight required for the work performed under this grant contract. Further, the Grantee is responsible for

maintaining an adequate conflict of interest policy. Throughout the term of this grant contract, the Grantee shall monitor and report any actual, potential or perceived conflicts of interest to the State's Authorized Representative.

3 Time

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

4 Consideration and Payment

4.1 Consideration.

The State will pay for all services performed by the Grantee under this grant contract as follows:

(a) Compensation

The Grantee will be reimbursed up to \$ 16,829.00 in state fiscal year 2024, for expenses incurred between July 1, 2023 and June 30, 2024, and \$ 16,829.00 in fiscal year 2025, for expenses incurred between July 1, 2024, and June 30, 2025, as determined by the grant funding formula.

(b) Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed **\$ 33,658.00**.

4.2 Payment

(a) Invoices

The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:

Invoices for state fiscal year 2024 must be submitted before June 30, 2025.

Invoices for state fiscal year 2025 must be submitted before June 30, 2026.

Only submit ONE invoice for the total expenses incurred during each state fiscal year.

5 Conditions of Payment

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

Eligible reimbursement costs may not exceed **\$ 16,829.00** prior to July 1, 2024.

Eligible reimbursement costs may not exceed **\$ 16,829.00** prior to July 1, 2025.

6 Authorized Representative

The State's Authorized Representative is Adam Block, Boating Law Administrator, MN DNR Division of Enforcement, 500 Lafayette Road, St. Paul, MN, 55155-4047, adam.block@state.mn.us, or his successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Mike Partlow, 108 NE 5th Street, Grand Rapids, MN 55744, 218.326.3477, mike.partlow@co.itasca.mn.us. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Contract Complete

7.1 Assignment

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

7.2 Amendments

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

7.3 Waiver

If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

7.4 Grant Contract Complete

This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 Liability

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

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, a grant agreement made by an executive agency must include an audit clause that provides that the books, records, documents, and accounting procedures and practices of the grantee or other party that are relevant to the grant or transaction are subject to examination by the commissioner, the granting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years from the grant agreement end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. If a grant agreement does not include an express audit clause, the audit authority under this subdivision is implied.

10 Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices

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

11 Workers Compensation

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

12 Publicity and Endorsement

12.1 Publicity

Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant

contract. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

12.2 Endorsement

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

13 Governing Law, Jurisdiction, and Venue

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

14 Termination

14.1 Termination by the State

The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 Termination by The Commissioner of Administration

The Commissioner of Administration may unilaterally cancel this grant contract agreement if further performance under the agreement would not serve agency purposes or is not in the best interest of the State.

14.3 Termination for Cause

The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.4 Termination for Insufficient Funding

The State may immediately terminate this grant contract if:

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

14.5 Additional alternate termination language may be negotiated on a case by case basis after the state agency has consulted with their legal and finance teams.

15 Non-Discrimination

No person in the United States must, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance. Including but not limited to:

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance; Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;
- (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.
- (c) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;

- (d) Title II of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against qualified individuals with disabilities in services, programs, and activities of public entities
- (e) Any other applicable non-discrimination law(s).

16 Data Disclosure

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

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: **Pamela D. Brisson** Digitally signed by
Pamela D. Brisson
Date: 2023.11.13
09:33:10 -06'00'

Date: 11/13/2023

SWIFT Contract/PO No(s). 238643 / 3-242576

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

2. GRANTEE

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Distribution:

Agency

Grantee

State's Authorized Representative



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, December 12, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2811

DEPARTMENT: Administrative Services

TIME REQUESTED: 10 Minutes

PRESENTER: Chair

AGENDA ITEM:

Citizen Input

BOARD ACTION REQUESTED:

Receive Citizen Input

BACKGROUND:

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

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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

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

Tuesday, December 12, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3382

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 Billy Hilback who was promoted from Assessor/Appraiser II to Assistant County Assessor in the Assessor Department, effective December 3, 2023.
- Welcome to new employee Heathyr Dahline, Assistant Auditor/Treasurer with Auditor/Treasurer Department, effective December 11, 2023.
- Congratulations to Adam Bodin who was promoted from Corrections Deputy to Deputy Sheriff/Road Deputy in the Sheriff Department, effective December 10, 2023.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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

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

Tuesday, December 12, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2834

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 December 15, 2023, in the amount of \$1,799,188.17.

BACKGROUND:

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, December 12, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2835

DEPARTMENT: Auditor / Treasurer

TIME REQUESTED: < 5 Minutes

PRESENTER: Gail Guck

AGENDA ITEM:

Commissioner Warrants

BOARD ACTION REQUESTED:

Authorize the County Board Chair to approve and sign off of the County Commissioner Warrants with a check date of December 29, 2023 on behalf of the entire Board of Commissioners.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Casey Venema
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, December 12, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3343

DEPARTMENT: Health & Human Services

TIME REQUESTED: 5 Minutes

PRESENTER: Sarah Anderson

AGENDA ITEM:

County Based Purchasing (IMCare) Division Update/Presentation

BOARD ACTION REQUESTED:

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

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Enrollment for board

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

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

Tuesday, December 12, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3384

DEPARTMENT: Land Department

TIME REQUESTED: 10 Minutes

PRESENTER: Kory Cease

AGENDA ITEM:

Approval of Short Term Lease Agreement with Mesabi Metallica Co. LLC

BOARD ACTION REQUESTED:

Approve short term lease agreement with Mesabi Metallica Co. LLC and authorize necessary signatures, with final execution of lease contingent upon written approval by the Minnesota Commissioner of Natural Resources.

BACKGROUND:

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION:

1. Mesabi Metallica Short Term Lease_Final
2. CONFIDENTIAL MEMORANDUM Dec. 7 2023 Analysis of MM Lease Request

Motion To: Remove the second paragraph in Section 1 and the last sentence in Section 5.

RESULT:	APPROVED (4 TO 1)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Burl Ives
AYES:	Cory Smith, Terry Snyder, Burl Ives, Casey Venema
NAYS:	John Johnson

Mesabi Metallics Short Term Lease 1 ***(Itasca County Tax-forfeited Lands)***

This Lease Agreement ("Agreement") is made effective this 12th day of December 2023, (the "Effective Date") by and between the State of Minnesota in trust for the taxing districts ("Landlord"); and Mesabi Metallics Company LLC ("Tenant"). For good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge the parties agree as follows:

1. **Authority.** This Agreement is granted pursuant to provisions of Minnesota Statutes Section § 282.04, Subd. 1(d), which states that, as directed by the county board, the county auditor may lease tax-forfeited land to individuals, corporations or organized subdivisions of the state at public or private sale, and at the prices and under the terms as the county board may prescribe, for use as cottage and camp sites and for agricultural purposes and for the purpose of taking and removing of hay, stumpage, sand, gravel, clay, rock, marl, and black dirt from the land, and for garden sites and other temporary uses provided that no leases shall be for a period to exceed twenty five (25) years.

This Agreement is granted pursuant to provisions outlined in Minnesota Statutes Chapter 282, authority to enter into this Agreement and final execution this Agreement are subject to and contingent upon written approval from the State of Minnesota Department of Natural Resources.

2. **Premises.** The Landlord in consideration of the terms, conditions and agreements contained herein, and the payment of the Lease Fee to be paid by Tenant, hereby leases to the Tenant, subject at all times to sale, lease and use for other purposes, the non-exclusive surface right in the following described Premises (1179.4 acres, more or less) to wit:

See Exhibit A (Parcel List) and Exhibit B (Map)

This Agreement does not lease to Tenant any subsurface mineral rights, personal property, nor any surface overburden, rock, lean ore, tailings, or other material that has been removed from below the surface and deposited on the surface in the process of iron ore, taconite, or other metallic minerals mining, or in the process of beneficiation.

This Agreement does not grant Tenant any prior or prescriptive rights to the Premises, nor is Landlord or the State of Minnesota obligated to issue any lease to Tenant upon any of the Premises for subsurface mineral rights, personal property, surface overburden, rock, lean ore, tailings, or other materials.

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

This Lease Agreement is subject to that certain Recreational Trail Easement in favor of the Itasca County Regional Railroad Authority on file as document number A000573270 in the Office of the Recorder of Titles, Itasca County, Minnesota a copy of which is attached hereto as Exhibit B. The legal description contained in said Recreational Trail Easement is excluded from this lease,

as indicated on Exhibit A.

This Lease Agreement is subject to that certain Easement in favor of the Itasca County Regional Railroad Authority on file as document number A000638600 in the Office of the Recorder of Titles, Itasca County, Minnesota. The legal description contained in said Easement is excluded from this lease, as indicated on Exhibit A.

3. **Purpose of the Lease.**

A. **Use for Temporary Access:** Tenant may use the Premises to provide temporary direct access or access routes for equipment, material, and manpower from and to adjacent tracts owned, leased or otherwise legally occupied by Tenant, or to legacy pit reservoirs. Tenant shall be permitted to grade and otherwise maintain and improve existing roads on these lands as provided by federal, state or municipal law, statute, rule, regulation, ordinance or order or as otherwise required by the terms of this Agreement. No Improvements, development or improvement of any kind, whether temporary or permanent in nature, roads, wells or utilities shall be allowed on the Premises without prior review and written consent of Itasca County. Notwithstanding the preceding sentence, Tenant shall be permitted to grade and otherwise maintain existing roads on the Premises. Any changes, alterations or approved improvements in or to the Premises shall be at the Tenant's sole expense.

B. **Restricted Use Lands: (parcels 95-003-4100 & 95-002-3200).**

1. **Permitted Use:** A portion of the Premises, described herein as the "Stockpile 83 Property," consists of the Northwest Quarter of the Southwest Quarter, Section 2, Township 56, Range 23; and the Northeast Quarter of the Southeast Quarter, Section 3, Township 56, Range 23. During the term of this Agreement, Tenant's use of the Stockpile 83 Property shall be limited to use of the existing heavy haul road located west of and adjacent to the stockpile ("Stockpile 83") on the parcels. In its use of the Stockpile 83 Property, Tenant shall at all times remain in compliance with Minnesota Pollution Control Agency regulations and requirements.
2. **General Indemnification:** Notwithstanding anything apparently to the contrary in this Agreement, Landlord (which term, as used in this Section 3(e), shall include Landlord's officers, employees, supervisors, representatives, agents, successors, and assigns) shall not be liable to Tenant, and Tenant hereby releases such parties from all damage, compensation, or claims from any cause, other than the intentional misconduct of Landlord, arising from: loss or damage to property located on the Stockpile 83 Property, lost business or other consequential damage arising out of interruption in Tenant's use of the Stockpile 83 Property, and any criminal act by any person other than Landlord. Tenant agrees to indemnify, defend, and hold Landlord harmless from and against any claim, loss, or expense arising out of injury, death, or property loss or damage occurring on the Stockpile 83 Property, except only to the extent caused by the negligent act or intentional misconduct of Landlord.

3. **Hazardous Materials Indemnification:** Tenant shall not violate any federal, state, or local law or regulation on the installation, use, generation, storage, or disposal of, in or about the Stockpile 83 Property, any hazardous substance, toxic chemical, pollutant, or other material regulated by federal, state, or local law or regulation (collectively, "Hazardous Materials"). Specifically, Tenant will take no action to cause or promote, intentionally or unintentionally, the further migration of any Hazardous Materials existing on the Stockpile 83 Property and shall indemnify, defend and hold Landlord harmless for any such occurrence as of the date of this Agreement. Additionally, Tenant shall timely pursue to completion all environmental remediation of the Stockpile 83 Property required now or in the future by any regulatory or other governmental agency. Tenant shall indemnify, defend, and hold Landlord harmless from and against any claim, damage, or expense arising out of Tenant's breach of the covenants contained in this paragraph.

- C. **Use of Outlot D, Plat of First Addition to Swan Lake:** Itasca County reserves the right to construct and maintain a trailhead parking lot and appurtenant structures on the Outlot. Upon completion of the parking lot, no officer, agent, employee, vendor, contractor, subcontractor or volunteer of Tenant may park in the trailhead parking lot for any reason. Landlord reserves the right to install a gate on the existing road. Tenant will be allowed to place an interlock on the gate. Landlord reserves the right to construct a separate trail for access from the parking lot to the railroad grade for recreational vehicle use only. Gated roads intend to prevent the public from accessing the railroad grade with highway vehicles and to direct the public into the parking lot. Tenant may use said gated road for emergency access to tailings basin by highway vehicle or recreational vehicle. The gated road is not meant for everyday use of, or access to, the tailings basin. Tenant is required to maintain the gated road for highway vehicle use only; no mining dump trucks or heavy equipment is allowed on the road.
- D. **Prohibited Uses:** Tenant is prohibited to use Premises for the depositing of stripping, lean ores, tailings, or waste products from mines or ore milling plants, or to use Premises for facilities needed to recover iron-bearing oxides from tailings basins or stockpiles, or to use Premises for a buffer area needed for a mining operation, or any other use identified in Minn. Stat. § 282.04, subd. 1(f), as amended.

4. **Term.** The initial term (the "Term") of this Agreement shall commence on the date set forth above and shall end at 12:00 a.m. five (5) years from the Effective Date set forth above. This Agreement is subject to cancellation or termination pursuant to the provisions herein.

5. **Taconite Iron Ore Mining Leases.** Tenant shall not unnecessarily or materially interfere with the necessary, normal and proper state permitted mining operations carried out on parcels with State Taconite Iron Ore Mining Leases numbered 3109-N through 3126-N, and T-5081-N through T-5089-N, 3155-N, 3156-N and T-5101-N through T-5103-N in Itasca County, Minnesota. This Agreement is subject to disposal and use for said mining purposes as provided and shall run alongside and concurrently on Premises with operations provided by the State Taconite Iron Ore Mining Leases, as described above. The Agreement is also subject to

amendment with any special conditions relating thereto that the State of Minnesota may prescribe to the parties in writing, and subject to cancellation for mining purposes on ninety (90) days written notice from the State of Minnesota to the Landlord.

6. **Rent.** Tenant shall pay to Landlord annual rent at the rate of nine (9) % of land value. Rent shall be prorated upon lands where Landlord's ownership is fractional based upon Landlord's percentage of fractional surface ownership. The present land value is \$1000.00 per acre. Receipt of payment is acknowledged by the proper execution of this Agreement. The parties agree that rent for the remainder of 2023 shall be prorated from the effective date of this Agreement.

Rent must be prepaid annually. Tenant has the option to pay rent quarterly, rather than annually. Annual rent payments are due on or before January 1 of each year. Quarterly payments are due on or before January 1, April 1, July 1, and October 1 of each year. The Landlord may assess penalties and interest as provided for by law or in this Agreement on any payments over thirty (30) days past due, rent payments over sixty (60) days past due will be deemed delinquent.

7. **Incumbrance.** This Agreement is subject to all existing easements, rights-of-way, licenses, leases, commingling agreements and other incumbrance upon the Premises and Landlord shall not be liable to Tenant for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that holder thereunder.

8. **Trail Requirements.** The Parties agree that portions of the Premises leased herein are subject to easements for recreational trails. The Parties agree that all existing recreational trails of any kind remain in place unless and until there is an agreement to relocate any recreational trail upon the terms and conditions as follows:

- A. That this Agreement is subject to said easements and trail improvements located upon the easements.
- B. That the Tenant shall not close, obstruct or otherwise act to disturb the use of said easements and improvements until such time as alternative route is determined, established by easement, and constructed all to the satisfaction of the Landlord.
- C. That the Landlord shall coordinate assignment of Itasca County Land Department staff to facilitate the relocation of the trail. Land Department staff shall utilize the MN/DOT Bikeway Facility Design Manual or the Itasca County Snowmobile Trail Policy to facilitate the relocation of any trail. The Landlord shall in its facilitation seek input from Tenant, Itasca County Regional Railroad Authority, representatives of the Mesabi Trail, representatives of any affected Snowmobile or ATV Trail, and the Public. The Landlord shall not seek or be entitled to reimbursement for expense of Itasca County Land Department staff time attributed to the facilitation of the relocation, establishment or construction of the trail.
- D. The Tenant shall be responsible for all costs, fees and expenses arising from the routing, establishment, design, and construction of the trail relocation including but not limited to document preparation, survey expense, easement/land

acquisition, filing fees, and attorneys' and consultant's fees other than Itasca County Land Department staff time unless otherwise mutually agreed by the Parties.

9. **Maintenance.** Tenant shall maintain the Premises in good repair, keeping them safe and clean, removing all refuses and debris that may accumulate, to the extent consistent with sound and customary mining practices. Tenant shall comply with all laws affecting the Premises, including local ordinances and state regulations.

10. **Termination.** This Agreement may be terminated at any time by mutual written agreement by both parties. This Agreement may also be terminated for any reason, with or without cause, by either party with ninety (90) days advance written notice.

Termination of this Agreement does not relieve the Tenant from any liability for payment or other liability incurred under this Agreement. Nor shall termination discharge any obligation which by its nature would survive after the date of termination.

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

In addition, Tenant shall remove all of Tenant's personal property (excluding approved stockpiled materials and tailings), at Tenant's expense, from the Premises within ninety (90) days after the termination date. Any personal property remaining shall be considered abandoned and shall be disposed of by the Landlord according to law. If Tenant fails to clean up the property to Landlord's satisfaction, the Landlord will clean up the property and charge the expense to the Tenant. If this Agreement is terminated prior to its Termination Date, the Tenant shall not be relieved of any obligation incurred prior to termination.

Tenant shall pay to the Landlord a sum equal to the monthly rent plus fifty (50) percent of the monthly rent for each month that Tenant holds the Premises after termination of this Agreement without authorization by Landlord. This sum shall be liquidated damages for the wrongful holding over. Tenant acquires no additional rights by holding the Premises after termination and shall be subject to legal action for removal.

11. **Transfers.** This Agreement may not be conveyed, assigned, subleased, mortgaged, pledged, encumbered or otherwise transferred by the Tenant, or its successors in interest, without the written consent of the Landlord. The covenants, terms and conditions of this Agreement shall run with the land and shall extend to and bind all assignees and other successors in interest of the Tenant. Tenant shall not, without the Landlord's prior written consent, permit the use or occupancy of the Premises or any part thereof by anyone other than the Tenant. No assignment, agreement or contract relieves the Tenant of any obligation or liability imposed by this Agreement, and all assignees, sublessees and subcontractors are also liable for all obligations or liabilities imposed by this Agreement.

12. **Timber Damages/Timber sales.** No timber shall be cut, used, removed or

destroyed on Premises by the Tenant without first obtaining written permission from the Landlord. Timber is defined as both mature timber and growing stock. If Landlord permits timber to be cut, used, removed, or destroyed, Tenant shall pay timber damages. Tenant must pay for all timber (both mature timber and growing stock) damaged on the Premises by Tenant prior to incurring the damage, failure to comply will result in timber trespass laws being applied. Timber damages will be determined by the Itasca County Land Commissioner and will be based on current market values.

Landlord reserves the right to sell and dispose of, under the provisions of law now or hereinafter governing the sale of timber on State tax-forfeited lands, all the timber upon the land hereby leased, and reserves to the purchaser of such timber, or agents and servants of the purchaser, the right at all times to enter thereon, and to cut and remove any and all such timber therefrom, according to the terms of the purchaser's contract with the Landlord, and without let or hindrance from the Tenant, but such purchaser shall not unnecessarily or materially interfere with the operations carried on thereon. Landlord's agreement with the purchaser of the timber shall provide that the purchaser of the timber will agree to assume entire responsibility and liability for all damages and injury to all persons and Premises whether caused by the purchaser, the purchaser's officers, agents or employees, arising from activities undertaken based on the timber permit or the purchaser's use or occupancy of the premises covered by the timber permit.

13. Landlord's Right to Grant Other Leases, Permits, Licenses, or Easements.

The Landlord reserves the right to grant leases, permits, licenses, or easements to any portion of the surface of the Premises to any person or corporation under authority of Minnesota Statutes, Chapter 282 or other applicable laws, without let or hindrance from the Tenant, but such leases, permits, licenses, or easements shall not materially interfere with the mining operations or auxiliary mining activities carried on thereon, nor cause Tenant to be in default of a condition or term of any governmental permits procured by Tenant to conduct its mining operations or auxiliary mining activities. Tenant agrees to cooperate and use best efforts to resolve any potential conflicts in a timely manner that may arise due to the granting of other leases, permits, licenses or easements. The Landlord and the State of Minnesota will retain the authority to determine whether such other leases, permits, licenses or easements cause a material interference with Tenants activities authorized under this Agreement. A grantee of such a lease, permit, license or easement will agree, for the benefit of both parties to this Agreement, to assume entire responsibility and liability for all damages and injury to all persons and Premises whether caused by the grantee or the grantee's officers, agents or employees, arising from activities undertaken based on the lease, permit, license or easement or the grantee's use or occupancy of the premises covered by such lease, permit, license or easement.

14. Tenant to Acquire Necessary Rights to Surface Not Owned by State. It is understood and agreed that in case any interest in the land covered by this Agreement or in any minerals or iron-bearing materials therein is owned by anyone other than the State, this Agreement shall not be construed as authorizing any invasion of or trespass upon such other interest, that in case it shall be necessary to make use of any such other interest in connection with any operations hereunder, Tenant shall obtain all necessary legal rights therefor before proceeding therewith, that Tenant shall be liable for all damages to any such other interest caused by any operations hereunder, and that the Landlord and the State shall not incur or be subject to any liability therefor.

15. Wetlands Construction. In the event Tenant wishes to create wetlands on the

Premises, prior to the creation of any wetlands Tenant will provide its wetlands construction plan to the Landlord for review and approval in writing by the County Land Commissioner. Such plan shall include the acreages and locations of wetlands to be created. Prior to creation of any wetlands on the Premises, a separate agreement ("Wetlands Agreement") between Tenant and the Landlord will be necessary to address outstanding issues involving the state-owned lands and tailings and the created wetlands, such as compensation to the State for state-owned lands and tailings in the wetlands.

In the absence of such an agreement, Tenant shall not have any ownership interest in or entitled to any compensation for wetland creation or utilization in any form as wetlands. Landlord shall be entitled to the use of any created wetlands on the Premises for wetland mitigation as permitted by law.

16. **Road construction and maintenance.** Landlord shall not, by virtue of this Agreement, be responsible for the construction or maintenance of any road on the Premises.

17. **Taxes.** Tenant shall pay, when due, all taxes assessed against or levied upon the Premises or upon the fixtures, improvements, furnishings, equipment and other personal property of the Tenant located on the Premises during the term of this Agreement.

18. **Mesabi Trail.** The Parties agree that portions of the Premises leased herein are subject to an easement in favor of the Itasca County Regional Railroad Authority for the Mesabi Trail. Tenant agrees it shall not obstruct, hinder or otherwise render unsafe the use of said easement except upon such terms and conditions as are satisfactory to the Grantee (ICRRA) therein, its successors or assigns.

19. **Public Access/Public Recreation Use.** Tenant may prohibit access to the Premises by the general public as needed to carry out activities authorized under this Agreement.

20. **Gating and blocking of roads and trails.** Gating and blocking of roads and trails on the Premises shall not be by cable, chain, wire or similar single strand barrier.

21. **Wildfires.** Tenant shall take all reasonable precautions to prevent and suppress wildfires on Premises.

22. **Noxious Weeds.** Tenant is responsible for, at their sole expense, prevention and treatment of noxious weeds from entering or spreading on Premises resulting from any activities authorized in this Agreement. Tenant must request and obtain permission to apply herbicides or pesticides to Premises from Landlord prior to application or treatment.

23. **Tenant's Insurance.**

A. TENANT 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 TENANT, anyone directly or indirectly employed by them and/or anyone for whose acts and/or omissions they may be liable in the performance of the services

required by this contract and against all loss by reason of failure of said TENANT to perform fully, in any respect, all obligations under this contract.

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

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

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

	<u>Limits</u>
	\$1,500,000

c. Workers' Compensation and Employer's Liability:

	Statutory Limits
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If the Contractor is based outside the State of Minnesota, coverage must apply to Minnesota laws

d. Employer's Liability

Bodily injury by:	<u>Limits</u>
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 TENANT to determine the need for and to procure additional coverage that may be needed in connection with this Agreement.

TENANT 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 La Prairie Avenue, Grand Rapids, MN 55744. The Certificate shall:

1. List ITASCA COUNTY as Certificate holder and as 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. Be amended to show that ITASCA COUNTY will receive thirty (30) days written notice in the event of cancellation, non-renewal or material change in any described policies.
- C. TENANT also agrees that any contract let by TENANT 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:
- | | <u>Limits</u> |
|---|---------------|
| 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:

	<u>Limits</u>
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:

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

D. **TENANT 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 the Landlord reserves the right to terminate, suspend or rescind this Agreement if the TENANT is not in compliance with the requirements contained herein and retains all its rights thereafter to pursue any legal remedies against TENANT. All insurance policies shall be open to inspection by the Landlord upon written request.

24. **Liability.** This Agreement shall not be construed as imposing any liability on the Landlord for injury or damage to the person or property of the Tenant, or to any other persons or property, arising out of any use of the Premises, or under any other easement, right-of-way, license, lease or other incumbrance now in effect, unless such injury or damage results from the gross negligence or intentional acts of Landlord, or from a Landlord breach of this Agreement. The Tenant shall indemnify and hold harmless the Landlord from all claims arising after the Effective Date out of the use of the Premises (excepting claims resulting from the gross negligence or intentional acts of Landlord, or from a Landlord breach of this Agreement) whether such claims are asserted by civil action or otherwise.

25. **State-Owned Material Use.** Tenant shall provide notice to Landlord if any state-owned materials (excluding state-owned fine tailings leased to Tenant) are to be removed from the Premises. Any state-owned materials removed from the Premises will be subject to a separate lease agreement and fee payment.

26. **Sign.** Tenant may, at its own cost and expense, establish one or more signs identifying the Premises or Tenant's interest in the Premises. Such signs are subject to Landlord approval and shall be maintained in good condition and repair.

27. **Utilities.** Landlord shall have no responsibility, by virtue of this Agreement, to provide Tenant with any utility service to the Premises. Tenant may obtain and procure such utilities at its expense as may be necessary to serve the Premises. In the event a public body or other third party extends utilities to the Premises, the cost of such extension and utilities shall be borne by Tenant. Installation of utilities on the Premises will require the prior written consent of the Landlord and is subject to a separate utility license and fee for crossing state in trust-owned property.

28. **Legal Obligations.** Tenant agrees, at its expense, to comply with all state and federal laws, ordinances, orders, and regulations affecting Tenant's use of the Premises.

29. **Hazardous Materials.** Tenant shall not, in its occupancy or use of the

Premises, violate any federal, state, or local law, statute, ordinance, rule, or regulation with respect to hazardous wastes, substances, or materials, as those terms may be defined by law, statute, ordinance, rule, or regulation. No assembly or disassembly of mining-related or ancillary equipment is allowed on the Premises without prior written approval from the Landlord. Any handling of hazardous or petroleum-based products or fluids on the Premises will require a mutually agreed upon spill plan prior to Landlord's authorization allowing the handling of such products or fluids. A request for the day-to-day use of hazardous or petroleum-based products or fluids will not be unreasonably denied provided a mutually agreed upon spill plan exists, and the Tenant complies with all statutes, rules and regulations regarding the use and storage of such material or fluids and restricts their use to identified portions of the Premises.

30. **Liens.** No liens shall be created or filed against the Premises without the written consent of the Landlord. Tenant shall take all steps necessary to prevent the filing of any mechanic's liens or other liens against the Premises. If any such lien shall at any time be filed and shall be the result of Tenant's failure to pay a Tenant obligation, Tenant shall indemnify and hold Landlord harmless from such lien. This clause shall not apply to liens existing on the Premises prior to the Effective Date.

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

Landlord, or its agents, contractors, permittees or lessees, shall also have the right to enter upon and into said Premises at any time to remove state-owned materials (excluding state-owned fine tailings leased to Tenant), including but not limited to, iron-bearing materials, sand and gravel, overburden, and rock. Such removal shall not unreasonably hinder or interrupt the operations of Tenant, except in cases where emergency entry is necessary to preserve the Premises and other property.

32. **Recovery of Expenses.** If it is necessary for the Landlord to incur expenses by court action or otherwise for the ejectment of Tenant, or the removal from the Premises of the Tenant's personal property, or recovery of rent, or for any other remedy of the Landlord under this Agreement, and the Landlord prevails in the court action or otherwise, then the Tenant shall pay to the Landlord all expenses, including attorney's fees, thus incurred by the Landlord.

33. **Construction of Lease.** If any clause or provision of this Agreement is or becomes illegal, invalid or unenforceable because of present or future laws or any rule or regulation of any governmental body, the intentions of the Landlord and Tenant here is that the remaining parts of this Agreement shall not be affected thereby.

34. **No Use of Government Funding.** Tenant agrees it will not use any state, federal, or other governmental grant, loan, or other funding to make any payments required under this Agreement or for any construction, maintenance or improvements to the Premises.

35. **No Waiver.** No delay on the part of the Landlord in enforcing any conditions in this Agreement, including termination or cancellation for violation of the terms of this Agreement, shall operate as a waiver of any of the rights of the Landlord.

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

37. **Notification.** Any notice given under this Agreement shall be in writing and served upon the other party either personally or by depositing such notice in the United States mail with proper address and sent by certified mail, return receipt requested. Service shall be effective on the earlier of receipt or five days after the depositing of the notice in the United States mail.

The proper mailing addresses for Landlord and Tenant for the purposes of serving notice are as follows:

Landlord

Itasca County Land Commissioner
1177 LaPrairie Avenue
Grand Rapids, Minnesota 55744

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

Tenant

Mesabi Metallics Company LLC
17113 County Road 58
PO Box 25
Nashwauk, MN 55769

38. **Miscellaneous.** This Agreement contains the entire agreement of the parties hereto with respect to the use of the premises. This Agreement may be amended in writing only and delivered by both parties. Nothing contained in this Agreement shall be deemed or construed to create a partnership of joint venture of or between the Landlord and Tenant or create any other relationship between the parties other than that of the Landlord and Tenant.

IN TESTIMONY WHEREOF, the parties have hereunto set their hands and seals on the _____ day of _____, 2023.

MESABI METALLICS CO. LLC, AS TENANT

Signature of Authorized Representative

Printed Name

Title or Authority

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____ by _____ as _____ of _____.

Notary Seal

Notary

THE STATE OF MINNESOTA, IN TRUST FOR
THE TAXING DISTRICTS, AS LANDLORD

By: _____
Austin Rohling, Itasca County Auditor

STATE OF MINNESOTA
COUNTY OF ITASCA

This instrument was acknowledged before me this _____ day of _____, 2023, by
_____, as County Auditor on behalf of Itasca County, a public
body corporate of the State of Minnesota.

(Seal) _____
Notary Public

THE STATE OF MINNESOTA, IN TRUST FOR
THE TAXING DISTRICTS, AS LANDLORD

By: _____
Kory Cease, Itasca County Land Commissioner

STATE OF MINNESOTA
COUNTY OF ITASCA

This instrument was acknowledged before me this _____ day of _____, 2023, by
_____, as Land Commissioner on behalf of Itasca County, a public
body corporate of the State of Minnesota.

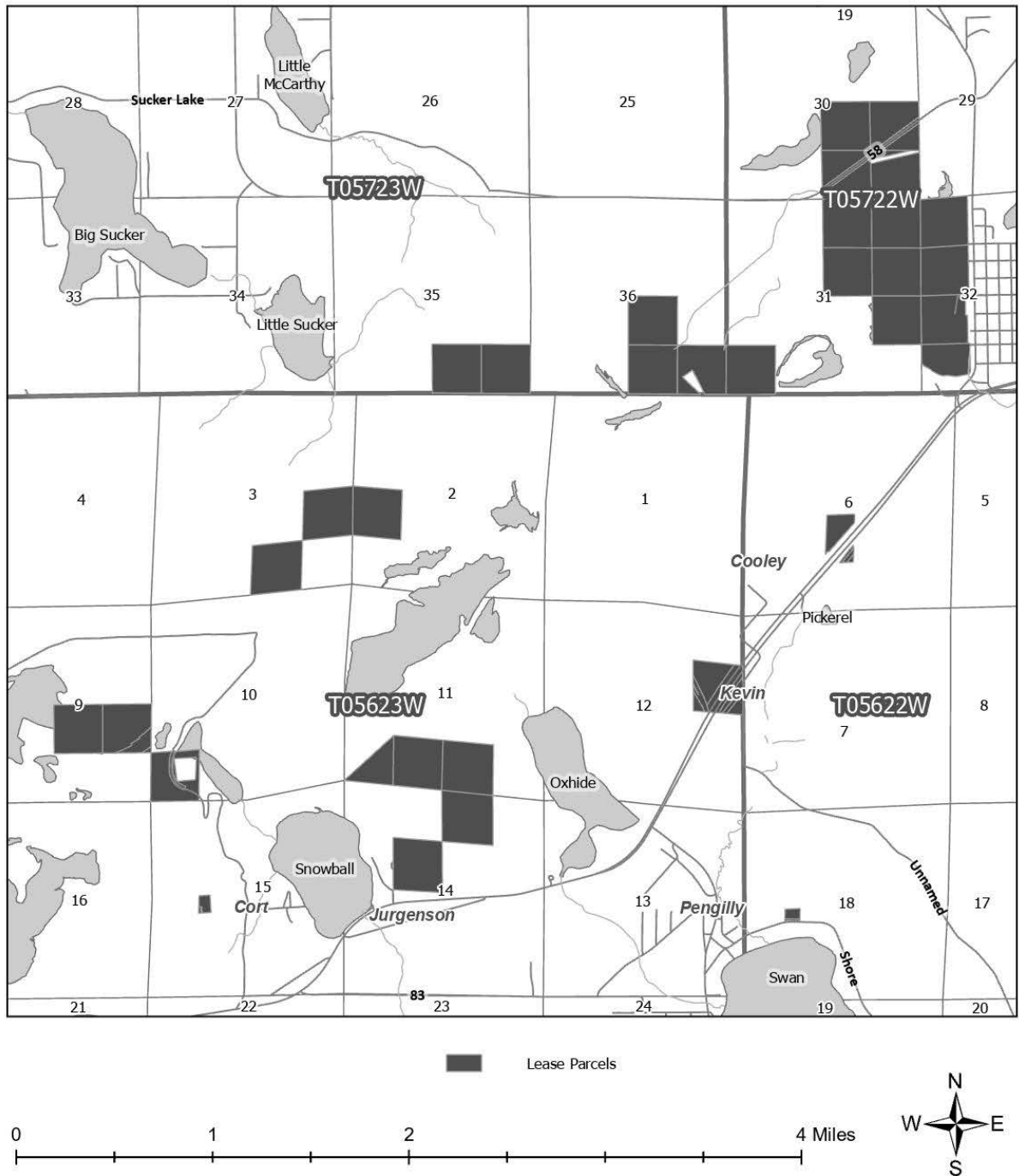
(Seal) _____
Notary Public

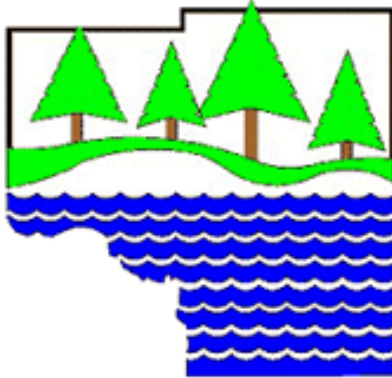
Drafted by:
Kory Cease, Land Commissioner
Itasca County Land Department
1177 LaPrairie Ave
Grand Rapids, MN 55744

EXHIBIT A

#	PID #	TWP	RGE	SEC	LEGAL DESCRIPTION UNDER LEASE	GIS ACRES	% TAX FORFEIT INTEREST
1	18-009-4100	56	23	9	NESE less the Railroad Easement per Doc #A000638600	39.5	100
2	18-009-4200	56	23	9	NWSE	39.3	100
3	18-010-3301	56	23	10	SW-SW Less rev desc	29.9	100
4	18-011-4300	56	23	11	UND INT. SW-SE	42.6	1/2
5	18-014-1200	56	23	14	UND INT. NW-NE	42.8	1/2
6	18-011-3400	56	23	11	SE-SW	40.8	100
7	18-011-3301	56	23	11	SE Diagonal 1/2 SWSW	20.2	100
8	18-012-1400	56	23	12	SE-NE Less Railroad & Hwy 169 ROW	24.3	100
9	95-003-4300	56	23	3	SWSE	41.1	100
10	95-003-4100	56	23	3	NESE	40.4	100
11	95-002-3200	56	23	2	NW-SW	40.1	100
12	95-135-4401 95-135-4402	57	23	35	SESE	40	Und 1/4 & Und 3/4
13	95-135-4301 95-135-4302	57	23	35	SWSE	39.9	Und 1/4 & Und 3/4
14	95-136-4200	57	23	36	NWSE	39.9	100
15	95-136-4300	57	23	36	SWSE	39.8	100
16	95-136-4400	57	23	36	SESE, except revised description 1	36.5	100
17	18-014-2400	56	23	14	SENE LESS LAKE	42.1	100
18	95-030-4100	57	22	30	NE-SE	35.8	100
19	95-030-4200	57	22	30	NW-SE	39.8	100
20	95-030-4300	57	22	30	SW-SE	35.2	100
21	95-030-4402	57	22	30	SE-SE less 100'ROW	36.2	100
22	25-006-3101	56	22	6	NESW, less W. 650 ft & less hwy and R/W & less Recreational Trail Easement per Doc #A000573270	13.4	100
23	18-530-0110	56	23	15	Lot 1, Blk 1 Plat of Snowball	0.2	100
24	18-530-0120	56	23	15	Lot 2, Blk 1, less R/W Plat of Snowball	0.1	100
25	18-530-0130	56	23	15	Lots 3-30, Blk 1 Plat of Snowball	3	100
26	25-520-0430	56	22	18	Outlot D, Plat of First Addition to Swan Lake	3	100
27	95-031-1100	57	22	31	NE-NE	39.3	100
28	95-031-4100	57	22	31	NE-SE	39.5	100
29	95-031-1300	57	22	31	SW-NE	39.1	100
30	95-031-1400	57	22	31	SE-NE	38.9	100
31	95-031-1200	57	22	31	NW-NE	39.3	100
32	95-032-2200	57	22	32	NW-NW	38.3	100
33	95-032-2300	57	22	32	SW-NW	38.5	100
34	95-032-3200	57	22	32	NW-SW less E100' N560' & less E 50'	37	100
35	95-032-3300	57	22	32	SW-SW Less rev desc	23.7	100
36	95-031-3300	57	22	32	Lot 4	39.9	100
TOTAL ACRES						1179.4	

EXHIBIT B





**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, December 12, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3385

DEPARTMENT: Administrative Services

TIME REQUESTED: 30 Minutes

PRESENTER: Chair

AGENDA ITEM:

Tentative Appointments to Committees/Commissions/Boards

BOARD ACTION REQUESTED:

Review the applications received for the various Itasca County Committee/Commission/Board vacancies for the purposes of making tentative appointments.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. 2024 PREPMTG Apptmnts
2. 2024 APPTTEE ADV FOR
3. ADNWSORG 2024 Cmte Info - Arrowhead Library Board
4. Arrowhead Library Board - Application - D Jerome
5. ADNWSORG 2024 Cmte Info - Bowstring Airport Commission
6. Bowstring Airport Commission - Application - G Miller
7. ADNWSORG 2024 Cmte Info - Extension Committee
8. Extension Committee - Application - M Aultman
9. ADNWSORG 2024 Cmte Info - Housing & Redevelopment Authority
10. Housing & Redevelopment Authority - Application - L Trunt
11. ADNWSORG 2024 Cmte Info - Park & Recreation Commission
12. Park & Recreation Commission - Application - T Nelson
13. Park & Recreation Commission - Application - B Carlson
14. ADNWSORG 2024 Cmte Info - Personnel Board of Appeals
15. ADNWSORG 2024 Cmte Info - Planning Commission-Board of Adjustment
16. Planning Commission-Board of Adjustment - Application - D Butterfield
17. ADNWSORG 2024 Cmte Info - Sheriff Civil Service Commission
18. Sheriff Civil Service Commission - Application - C Janssen
19. ADNWSORG 2024 Cmte Info - Water Plan Implementation Committee
20. In-House Listing 12-07-2023
21. 2024 APPTTEE REP FOR TENTATIVE APPTS

- 22. Current Listing 2023-12-07
- 23. 2023 HRA Board info
- 24. Planning Commission-Board of Adjustment - Application - L Maasch
- 25. 2024 APPTTEE ADV FOR
- 26. 2024 APPTTEE REP FOR TENTATIVE APPTS updated

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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**2024 APPOINTMENTS TO ITASCA COUNTY BOARDS/COMMITTEES/COMMISSIONS
ADVERTISED FOR THESE VACANCIES WORKSHEET**

<u>BOARD/COMMITTEE/COMMISSION</u>	<u>APPOINTEE</u>	<u>DISTRICT REQUIREMENT</u>	<u>TERM</u>
Arrowhead Library Board		N/A	01/01/2024 – 12/31/2026
Bowstring Airport Commission		N/A	01/01/2022 – 12/31/2024
		N/A	01/01/2024 – 12/31/2026
Extension Committee		N/A	01/01/2024 – 12/31/2026
		N/A	01/01/2024 – 12/31/2026
Housing & Redevelopment Authority		Based on Geo Area	01/01/2020 – 12/31/2024
		Based on Geo Area	01/01/2024 – 12/31/2028
Park & Recreation Commission		District #1	01/01/2024 – 12/31/2026
		District #2	01/01/2023 – 12/31/2025
		District #3	01/01/2022 – 12/31/2024
		District #4	01/01/2023 – 12/31/2025
		District #5	01/01/2024 – 12/31/2026
		At-Large	01/01/2024 – 12/31/2026
Personnel Board of Appeals		N/A	01/01/2024 – 12/31/2026
Planning Commission/Board of Adjustment		District #3	01/01/2024 – 12/31/2026
		District #4	01/01/2024 – 12/31/2026
Sheriff Civil Service Commission		N/A	01/01/2024 – 12/31/2026
Water Plan Implementation Committee		District #1	01/01/2023 – 12/31/2026
		District #2	01/01/2024 – 12/31/2027
		District #3	01/01/2024 – 12/31/2027
		At-Large	01/01/2024 – 12/31/2027
		At-Large	01/01/2024 – 12/31/2027

	<u>No. of Openings</u>	<u>District Requirement</u>	<u>Term</u>
<u>ARROWHEAD LIBRARY BOARD</u>	1	N/A	01/01/2024 - 12/31/2026
FUNCTION:	To attend meetings held at Governing Board Headquarters in Mt. Iron, as scheduled by the Board at their meeting in February. Also, expected to attend committee meetings, as necessary, to which assigned. If possible, committee meetings held on the same day as the Board meetings. Additional time is needed to keep up-to-date with reading material mailed from the Headquarters.		
QUALIFICATIONS:	Itasca County citizen.		
COMPENSATION:	Mileage reimbursement according to IRS guidelines plus meals provided at Board meetings.		

<u>Name</u>	<u>District Requirement</u>	<u>Incumbent</u>
Dennis Jerome	N/A	No

	<u>No. of Openings</u>	<u>District Requirement</u>	<u>Term</u>
<u>BOWSTRING AIRPORT COMMISSION</u>	1	N/A	01/01/2022 - 12/31/2024
FUNCTION:	1	N/A	01/01/2024 - 12/31/2026
QUALIFICATIONS:	To exercise authority and have power to delegate specific resolutions or ordinances duly adopted by the Commission. Also to maintain and service the airport as the Commission sees fit. To prepare and recommend to the County Board a proposed annual budget to carry out the commission's responsibilities as to the Bowstring Airport. To determine appropriate need for construction, enlargement, and improvement of said airport.		
COMPENSATION:	Members need to be approved by the Airport Commissioners with a 2/3 vote and recommended to the County Board.		
	Mileage		

<u>Name</u>	<u>District Requirement</u>	<u>Incumbent</u>
Greg Miller	N/A	Yes

	<u>No. of Openings</u>	<u>District Requirement</u>	<u>Term</u>
<u>EXTENSION COMMITTEE</u>	2	N/A	01/01/2024 - 12/31/2026
FUNCTION:	The University of Minnesota Extension Itasca County is an outreach arm of the University of Minnesota that provides research based education to people of all ages throughout the County, in cooperation with County, State, Federal and private partners. Extension's Mission is <i>"Making a difference by connecting community needs and University resources to address critical issues in Minnesota."</i>		
QUALIFICATIONS:	Resident of Itasca County; Commitment to regularly attend quarterly committee meetings; willingness to serve one three-year term (preferred but not mandated); access to e-mail for committee mailings (preferred but not mandated); interest in educational programs offered by Extension.		
DESCRIPTION OF WORK	* Work with the Extension Regional Director to identify local citizen needs and match those needs to local and regional Extension programs. * Identify potential needs for local Extension education efforts and work with stakeholders funding sources for local Extension programming. * Hire local Extension educational staff using University of Minnesota hiring practices and a search committee that includes County Extension committee members. * Provide feedback on the local Extension staff's performance annually. * Review local Extension staff yearly work plan to jointly identify program outcomes that best serve citizen needs. * Provide oversight to local Extension office budget development and present budget to the County Board of Commissioners. * Assist in promoting and marketing Extension programs throughout Itasca County.		
COMPENSATION:	Mileage; expenses for out-of-town trips.		

<u>Name</u>	<u>District Requirement</u>	<u>Incumbent</u>
Mike Aultman	N/A	Yes

	<u>No. of Openings</u>	<u>District Requirement</u>	<u>Term</u>
<u>HOUSING AND REDEVELOPMENT AUTHORITY</u>	1	Based on Geographical Area	01/01/2020 - 12/31/2024
	1	Based on Geographical Area	01/01/2024 - 12/31/2028
FUNCTION:	Commissioners serve as the governing officers of the HRA, which functions as a developer, landlord, and administrator of local, state and federal housing programs. Commissioners provide leadership, adopt policies governing the operations of the HRA, and ensure that HRA programs operate within the law and according to regulation. Commissioners establish goals to address housing needs in Itasca County to ensure the availability of decent, safe and affordable housing.		
QUALIFICATIONS:	Resident of Itasca County: membership is based on a geographical basis; knowledgeable in housing needs of the county.		
COMPENSATION:	Mileage; \$75.00 per diem.		

<u>Name</u>	<u>District Requirement</u>	<u>Incumbent</u>
Leo Trunt	N/A	Yes

	<u>No. of Openings</u>	<u>District Requirement</u>	<u>Term</u>
<u>PARK AND RECREATION COMMISSION</u>	1	#1	01/01/2024 - 12/31/2026
	1	#2	01/01/2023 - 12/31/2025
	1	#3	01/01/2022 - 12/31/2024
	1	#4	01/01/2023 - 12/31/2025
	1	#5	01/01/2024 - 12/31/2026
	1	At-Large	01/01/2024 - 12/31/2026
FUNCTION:	1. To serve as an advisory body providing recommendations to the County Commissioners and Park and Recreation Director on matters pertaining to the planning, programming, prioritizing, evaluating and funding of park and recreation facilities and programs. 2. To serve as a coordinating body for the recreation needs of all citizens. 3. To encourage and promote development of recreation facilities and services. 4. To work together with public land managers.		
QUALIFICATIONS:	Resident of Itasca County; interested in and/or knowledgeable of resource-related recreational activities of the County and/or in the economic impact of recreational activities on Itasca County.		
COMPENSATION:	Mileage.		

<u>Name</u>	<u>District Requirement</u>	<u>Incumbent</u>
Tom Nelson	#2	No
Brian Carlson	#2	No

	<u>No. of Openings</u>	<u>District Requirement</u>	<u>Term</u>
<u>PERSONNEL BOARD OF APPEALS</u>	1	N/A	01/01/2024 - 12/31/2026
FUNCTION:	Make findings and report to the Board of Commissioners on written appeals regarding Itasca County personnel administration and filed by an applicant, employee, or appointing authority; establish procedures for methods and timetables for appeals to the Board.		
QUALIFICATIONS:	Be a resident of Itasca County; shall not hold county office or be a candidate for a county office; not be an employee of the county.		
COMPENSATION:	\$25.00 per diem, plus mileage.		

Name

District Requirement

Incumbent

	<u>No. of Openings</u>	<u>District Requirement</u>	<u>Term</u>
<u>PLANNING</u>			
<u>COMMISSION AND</u>	1	#3	01/01/2024 - 12/31/2026
<u>BOARD OF</u>	1	#4	01/01/2024 - 12/31/2026
<u>ADJUSTMENT</u>			
FUNCTION:	Responsible for implementing Itasca County Ordinance relative to holding public hearings before any zoning ordinance text amendment, zoning map amendment, conditional use permit/ revocation, preliminary planned unit development application, preliminary subdivision, variance or other appeal(s) may be approved or recommended for approval. Monthly or semi-monthly site inspections/hearings.		
QUALIFICATIONS:	Resident of Itasca County. Not a current elected officer of the County nor any employee of the Board of Commissioners. During two years prior to appointment, said member shall not have received a substantial portion of his income from business operations involving the development of land within the County. At least two regular members shall reside in the unincorporated area of the County. Knowledge and interest of county functions. Background in community related services. Ability to make on-site inspections. (Complete Job Description is on file in Coordinator/Human Resource Department.)		
COMPENSATION:	Per diem plus mileage for planning commission meetings, committee meetings and site inspections. (Rate established by County Board.)		

<u>Name</u>	<u>District Requirement</u>	<u>Incumbent</u>
Dan Butterfield	#4	Yes

	<u>No. of Openings</u>	<u>District Requirement</u>	<u>Term</u>
<u>SHERIFF CIVIL SERVICE COMMISSION</u>	1	N/A	01/01/2024 - 12/31/2026
FUNCTION:	To adhere to the rules of the Sheriff Civil Service Commission; to recommend changes to the rules for approval by the County Board; and assist with review of employee recruitment and retention strategies for the Sheriff's Department.		
QUALIFICATIONS:	Resident of Itasca County; cannot hold a public office except as a Notary Public, nor serve on any state or county board.		
COMPENSATION:	Mileage.		

<u>Name</u>	<u>District Requirement</u>	<u>Incumbent</u>
Conley Janssen	N/A	Yes

	<u>No. of</u> <u>Openings</u>	<u>District</u> <u>Requirement</u>	<u>Term</u>
<u>WATER PLAN</u>	1	#1	01/01/2023 - 12/31/2026
<u>IMPLEMENTATION</u>	1	#2	01/01/2024 - 12/31/2027
<u>COMMITTEE</u>	1	#3	01/01/2024 - 12/31/2027
	2	At-Large	01/01/2024 - 12/31/2027
FUNCTION:	To provide direction and oversight to the Itasca County Water Plan. Meets quarterly, and more frequently as needed.		
QUALIFICATIONS:	One member is appointed by the County Board from each County Commissioner District, plus one member from each of the following interested groups: Planning Commission, Township Officers Association, Soil and Water Conservation District, Coalition of Lake Associations, Conservation Group (Isaac Walton or Audubon or other), and two Itasca County At-Large positions.		
COMPENSATION:	Per Diem, mileage and expenses.		

<u>Name</u>	<u>District Requirement</u>	<u>Incumbent</u>
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In-House Appointments

Thursday, December 7, 2023

Committee Or Office	Appointee	First Name	Last Name	District Requirement	RepresentativeF or	Term	Effective Date	Expiration Date
Americans with Disabilities Act Coordinator								
	County Administrator	Brett	Skyles			Indefinite	9 /22/1992	Indefinite
Arrowhead Counties Association (ACA)								
	Alternate	Burl	Ives			One-Year	1 /1 /2023	12/31/2023
	Full Board	John	Johnson			One-Year	1 /1 /2023	12/31/2023
Association of Minnesota Counties (AMC)								
	Auditor/Treasurer	Austin	Rohling			One-Year	1 /1 /2023	12/31/2023
	County Administrator	Brett	Skyles			One-Year	1 /1 /2023	12/31/2023
	Full Board	Burl	Ives			One-Year	1 /1 /2023	12/31/2023
	Full Board	John	Johnson			One-Year	1 /1 /2023	12/31/2023
	Full Board	Cory	Smith			One-Year	1 /1 /2023	12/31/2023
	Full Board	Terry	Snyder			One-Year	1 /1 /2023	12/31/2023
	Full Board	Casey	Venema			One-Year	1 /1 /2023	12/31/2023
	Health & Human Services Director	Eric	Villeneuve			One-Year	1 /1 /2023	12/31/2023
Bigfork Airport Zoning Board (Joint)								
		Michael	Bellomy			Indefinite, but Reaffirm Yearly	1 /1 /2023	12/31/2023
		Dan	Swenson			Indefinite, but Reaffirm Yearly	1 /1 /2023	12/31/2023
Board Parliamentarian								
	County Administrator	Brett	Skyles			Indefinite, but Reaffirm Yearly	1 /1 /2018	12/31/2023

Committee Or Office	Appointee	First Name	Last Name	District Requirement	RepresentativeF or	Term	Effective Date	Expiration Date
Children's Justice Initiative (CJI)								
	Chair	Burl	Ives			One-Year	1 /1 /2023	12/31/2023
Classification Committee - Ownership Management of Lands								
	Land Commissioner	Kory	Cease			Indefinite; Ex-Officio	9 /24/2002	Indefinite; Ex-Officio
Emergency Food and Shelter Program Board								
	Chair	Burl	Ives			One-Year	1 /1 /2023	12/31/2023
Emergency Management Director - Deputy								
	Chair	Burl	Ives			One-Year	1 /1 /2023	12/31/2023
Executive ATV Permit Committee								
		Cory	Smith			One-Year	5 /23/2023	12/31/2023
		Terry	Snyder			One-Year	5 /23/2023	12/31/2023
Extension Committee								
		Cory	Smith			One-Year	1 /1 /2023	12/31/2023
	Chair or his/her delegate	Terry	Snyder			One-Year	1 /1 /2023	12/31/2023
Fairgrounds Park Committee								
	County Administrator	Brett	Skyles			Indefinite, but Reaffirm Yearly	1 /1 /2018	12/31/2023
	Land Commissioner/Park & Recreation Director or her/her designee	Kory	Cease			Indefinite, but Reaffirm Yearly	1 /1 /2018	12/31/2023
Grand Rapids/Itasca County Cooperating Committee								
	County Administrator	Brett	Skyles			Indefinite, but Reaffirm Yearly	1 /1 /2018	12/31/2023
Indian Affairs Task Force (IATF)								
	Alternate/District #1 Commissioner	Cory	Smith	#1		One-Year	1 /1 /2023	12/31/2023

Committee Or Office	Appointee	First Name	Last Name	District Requirement	RepresentativeF or	Term	Effective Date	Expiration Date
	Chair	Burl	Ives			One-Year	1 /1 /2023	12/31/2023
	Vice-Chair	Terry	Snyder			One-Year	1 /1 /2023	12/31/2023
Itasca Community College General Advisory Committee								
		Lynn	Hart			Indefinite, but Reaffirm Yearly	1 /1 /2018	12/31/2023
Itasca Economic Development Corporation (IEDC) Board of Directors								
		Burl	Ives			Three-Year	1 /1 /2021	12/31/2023
Laurentian RC&D Council								
		Casey	Venema			One-Year	1 /1 /2023	12/31/2023
	Alternate/Vice-Chair	Terry	Snyder			One-Year	1 /1 /2023	12/31/2023
Law Library Board								
	Chair	Burl	Ives			One-Year	1 /1 /2023	12/31/2023
Minnesota Counties Intergovernmental Trust (MCIT)								
	Chair	Burl	Ives			One-Year	1 /1 /2023	12/31/2023
Minnesota Forest Resources Partnership (MFRP)								
	Land Commissioner or his/her designee	Kory	Cease			Indefinite, but Reaffirm Yearly	1 /1 /2018	12/31/2023
NE MN Office of Job Training								
		Burl	Ives			One-Year	1 /1 /2023	12/31/2023
	Alternate	Casey	Venema			One-Year	1 /1 /2023	12/31/2023
Northeast Minnesota Area Transportation Partnership (NEMNATP)								
		Terry	Snyder			Indefinite, but Reaffirm Yearly	1 /1 /2023	12/31/2023
	Alternate	Casey	Venema			Indefinite, but Reaffirm Yearly	1 /1 /2023	12/31/2023

Committee Or Office	Appointee	First Name	Last Name	District Requirement	RepresentativeF or	Term	Effective Date	Expiration Date
Northeast Minnesota Emergency Communications Board Regional Advisory Committee (RAC)								
		Jeremy	Hanson			Indefinite, but Reaffirm Yearly	1 /1 /2023	12/31/2023
	Alternate	John	Linder			Indefinite, but Reaffirm Yearly	1 /1 /2023	12/31/2023
Northeast Minnesota HOME Consortium Joint Powers Board								
	KOOTASCA Housing & Energy Director					Indefinite	1 /28/1992	Indefinite
Northern Counties Land Use Coordinating Board (NCLUCB)								
	Alternate	Terry	Snyder			One-Year	1 /1 /2023	12/31/2023
	Chair or his/her delegate	Burl	Ives			One-Year	1 /1 /2023	12/31/2023
Noxious Weed Appeal Committee								
			Vacant			Indefinite, but Reaffirm Yearly	1 /1 /2023	12/31/2023 (Vacant)
Nursing Home Board								
		Austin	Rohling			Two-Year	1 /1 /2022	12/31/2023
Park & Recreation Commission								
	Land Commissioner or his/her designee	Kory	Cease			Indefinite, but Reaffirm Yearly	1 /1 /2018	12/31/2023
Planning Commission/Board of Adjustment (PC/BoA)								
	Environmental Services Administrator/Ex-Officio	Dan	Swenson			Indefinite, but Reaffirm Yearly	1 /1 /2018	12/31/2023
	Surveyor/Ex-Officio	Guy	Carlson			Indefinite, but Reaffirm Yearly	8 /9 /2016	12/31/2023
Regional Railroad Authority								
	Full Board	Burl	Ives			One-Year	1 /1 /2023	12/31/2023
	Full Board	John	Johnson			One-Year	1 /1 /2023	12/31/2023
	Full Board	Cory	Smith			One-Year	1 /1 /2023	12/31/2023

Committee Or Office	Appointee	First Name	Last Name	District Requirement	RepresentativeF or	Term	Effective Date	Expiration Date
	Full Board	Terry	Snyder			One-Year	1 /1 /2023	12/31/2023
	Full Board	Casey	Venema			One-Year	1 /1 /2023	12/31/2023
Risk Management Commission								
	County Administrator	Brett	Skyles			Indefinite, but Reaffirm Yearly	1 /1 /2018	12/31/2023
	Facilities Maintenance Manager	Randy	Washburn			Indefinite, but Reaffirm Yearly	1 /1 /2018	12/31/2023
	Health & Human Services Director	Eric	Villeneuve			Indefinite, but Reaffirm Yearly	1 /1 /2018	12/31/2023
	Human Resources Director	Lynn	Hart			Indefinite, but Reaffirm Yearly	1 /1 /2018	12/31/2023
	Land Commissioner	Kory	Cease			Indefinite, but Reaffirm Yearly	1 /1 /2018	12/31/2023
	Nursing Home Administrator					Indefinite, but Reaffirm Yearly	1 /1 /2018	12/31/2023
	Risk/Safety Manager	Duane	Dockter			Indefinite, but Reaffirm Yearly	1 /1 /2018	12/31/2023
Step 3 Grievance Committee								
	County Administrator	Brett	Skyles			Indefinite, but Reaffirm Yearly	1 /1 /2018	12/31/2023
Western Mesabi Mine Planning Board (WMMPB)								
	Land Commissioner or his/her designee	Kory	Cease			Eligible Term	3 /13/2018	Eligible Term 12/31/2023
Wetland Appeals Board								
		John	Johnson			Indefinite, as long as elected	1 /1 /2023	Elected Term 12/31/2023
		Cory	Smith			Indefinite, as long as elected	1 /1 /2023	Elected Term 12/31/2023

**TENTATIVE
2024 APPOINTMENTS
REPRESENTATIVE APPOINTEES**

<u>APPOINTMENT</u>	<u>APPOINTEE/REPRESENTS</u>	<u>TERM</u>
Park & Recreation Commission	(Kenneth Hansen)/U.S. Forest Service (USFS) – Awaiting Response (Kacie Stanek)/Minnesota Department of Natural Resources (DNR) – Kacie Stanek	Ex-Officio
Planning Commission/Board of Adjustment (PC/BoA) Advisory	(Candi Fuller)/Natural Resource Conservation Service (NRCS) – Awaiting Response (Andy Arens)/Soil & Water Conservation District (SWCD) – Andy Arens (Vacant)/U.S. Forest Service (USFS) – Awaiting Response (Rian Reed)/Minnesota Department of Natural Resources (DNR) – Rian Reed	Indefinite, but Reaffirm Yearly
Water Plan Implementation Committee (WPIC)	(Daniel Butterfield)/Planning Commission/Board of Adjustment – Daniel Butterfield (Perry Loegering)/Conservation Groups – Perry Loegering (Richard Lacher)/Township Association – Richard Lacher	Three-Year Four-Year Four-Year

Committees/Commissions/Boards - Current Listing

Thursday, December 7, 2023

Committee Or Office	Appointee	First Name	Last Name	District Requirement	Representative For	Term	Effective Date	Expiration Date
AEOA Board of Directors								
		Casey	Venema			Five-Year	1 /1 /2023	Elected Term 12/31/2026
AMC District II Environment & Natural Resources Policy Committee								
		Terry	Snyder			Indefinite, as long as elected	1 /1 /2017	Elected Term 12/31/2024
AMC District II General Government Policy Committee								
		Cory	Smith			Indefinite, as long as elected	1 /1 /2023	Elected Term 12/31/2026
AMC District II Health & Human Services Policy Committee								
		Burl	Ives			Indefinite, as long as elected	1 /1 /2017	Elected Term 12/31/2024
AMC District II Public Safety Policy Committee								
		John	Johnson			Indefinite, as long as elected	1 /1 /2023	Elected Term 12/31/2026
AMC District II Transportation Policy Committee								
		Casey	Venema			Indefinite, as long as elected	1 /1 /2023	Elected Term 12/31/2026
Americans with Disabilities Act Coordinator								
	County Administrator	Brett	Skyles			Indefinite	9 /22/1992	Indefinite
ARDC - Full Commission								
		John	Johnson			Three-Year	1 /1 /2023	12/31/2025
Arrowhead Counties Association (ACA)								
	Alternate	Burl	Ives			One-Year	1 /1 /2023	12/31/2023
	Full Board	John	Johnson			One-Year	1 /1 /2023	12/31/2023

Committee Or Office	Appointee	First Name	Last Name	District Requirement	Representative For	Term	Effective Date	Expiration Date
Arrowhead Library Board								
		Steven	Daigle			Three-Year	1 /1 /2021	12/31/2023
Association of Minnesota Counties (AMC)								
	Full Board	Burl	Ives			One-Year	1 /1 /2023	12/31/2023
	Full Board	John	Johnson			One-Year	1 /1 /2023	12/31/2023
	Auditor/Treasurer	Austin	Rohling			One-Year	1 /1 /2023	12/31/2023
	County Administrator	Brett	Skyles			One-Year	1 /1 /2023	12/31/2023
	Full Board	Cory	Smith			One-Year	1 /1 /2023	12/31/2023
	Full Board	Terry	Snyder			One-Year	1 /1 /2023	12/31/2023
	Full Board	Casey	Venema			One-Year	1 /1 /2023	12/31/2023
	Health & Human Services Director	Eric	Villeneuve			One-Year	1 /1 /2023	12/31/2023
Bigfork Airport Zoning Board (Joint)								
		Michael	Bellomy			Indefinite, but Reaffirm Yearly	1 /1 /2023	12/31/2023
		Dan	Swenson			Indefinite, but Reaffirm Yearly	1 /1 /2023	12/31/2023
Bigfork River Board								
		Ted	Lovdahl			Indefinite, but Reaffirm Yearly	3 /26/2002	12/31/2023
		Cory	Smith	#1		Indefinite	1 /1 /2023	Eligible Term 12/31/2026
		Terry	Snyder	#2		Indefinite	1 /1 /2017	Eligible Term 12/31/2024
Blackduck EMS Special Taxing District Board of Directors								
	#1 Commissioner	Cory	Smith			Indefinite, as long as elected	1 /1 /2023	Elected Term 12/31/2026
	#2 Commissioner	Terry	Snyder			Indefinite, as long as elected	1 /1 /2013	Elected Term 12/31/2024

Committee Or Office	Appointee	First Name	Last Name	District Requirement	Representative For	Term	Effective Date	Expiration Date
Board Parliamentarian								
	County Administrator	Brett	Skyles			Indefinite, but Reaffirm Yearly	1 /1 /2018	12/31/2023
Bowstring Airport Commission								
		Mark	Mathisen			Three-Year	1 /1 /2023	12/31/2025
		Greg	Miller			Three-Year	1 /1 /2021	12/31/2023
		Kenneth	Reichert			Three-Year	1 /1 /2022	12/31/2024
		Christine	Schultz			Three-Year	4 /12/2022	12/31/2024
			Vacant			Three-Year	1 /1 /2022	12/31/2024 (Vacant)
Children's Justice Initiative (CJI)								
	Chair	Burl	Ives			One-Year	1 /1 /2023	12/31/2023
Classification Committee - Ownership Management of Lands								
	Land Commissioner	Kory	Cease			Indefinite; Ex-Officio	9 /24/2002	Indefinite; Ex-Officio
	Full Board	Burl	Ives			Indefinite, as long as elected	1 /1 /2017	Elected Term 12/31/2024
	Full Board	John	Johnson			Indefinite, as long as elected	1 /1 /2023	Elected Term 12/31/2026
	Full Board	Cory	Smith			Indefinite, as long as elected	1 /1 /2023	Elected Term 12/31/2026
	Full Board	Terry	Snyder			Indefinite, as long as elected	1 /1 /2013	Elected Term 12/31/2024
	Full Board	Casey	Venema			Indefinite, as long as elected	1 /1 /2023	Elected Term 12/31/2026
Contract Negotiation Team								
		Burl	Ives			Indefinite, as long as elected	1 /1 /2023	Elected Term 12/31/2024

Committee Or Office	Appointee	First Name	Last Name	District Requirement	Representative For	Term	Effective Date	Expiration Date
		John	Johnson			Indefinite, as long as elected	1 /1 /2023	Elected Term 12/31/2026
Emergency Food and Shelter Program Board								
	Chair	Burl	Ives			One-Year	1 /1 /2023	12/31/2023
Emergency Management Director								
	Sheriff	Joe	Dasovich			Indefinite	1 /1 /2023	Elected Term 12/31/2026
Emergency Management Director - Deputy								
	Chair	Burl	Ives			One-Year	1 /1 /2023	12/31/2023
Executive ATV Permit Committee								
		Cory	Smith			One-Year	5 /23/2023	12/31/2023
		Terry	Snyder			One-Year	5 /23/2023	12/31/2023
Extension Committee								
		Mike	Aultman			Three-Year	1 /1 /2021	12/31/2023
		David	Hayes			Three-Year	1 /1 /2023	12/31/2025
		Conley	Janssen			Three-Year	1 /1 /2022	12/31/2024
		R.D. (Doug)	Learmont			Three-Year	1 /1 /2023	12/31/2025
		Jill	Ortloff			Three-Year	1 /1 /2023	12/31/2024
	Auditor/Treasurer	Austin	Rohling			Indefinite, as long as elected	1 /1 /2023	Elected Term 12/31/2026
		Cory	Smith			One-Year	1 /1 /2023	12/31/2023
	Chair or his/her delegate	Terry	Snyder			One-Year	1 /1 /2023	12/31/2023
			Vacant			Three-Year	1 /1 /2021	12/31/2023 (Vacant)

Committee Or Office	Appointee	First Name	Last Name	District Requirement	Representative For	Term	Effective Date	Expiration Date
Fairgrounds Park Committee								
	Land Commissioner/Park & Recreation Director or her/her designee	Kory	Cease			Indefinite, but Reaffirm Yearly	1 /1 /2018	12/31/2023
	County Administrator	Brett	Skyles			Indefinite, but Reaffirm Yearly	1 /1 /2018	12/31/2023
		Terry	Snyder			Indefinite	2 /24/2015	Eligible Term 12/31/2024
		Casey	Venema			Indefinite	1 /1 /2023	Eligible Term 12/31/2026
Grand Rapids/Itasca County Cooperating Committee								
	Alternate	Burl	Ives			Indefinite, as long as elected	1 /1 /2023	Elected Term 12/31/2024
	#3 Commissioner	John	Johnson			Indefinite, as long as elected	1 /1 /2023	Elected Term 12/31/2026
	County Administrator	Brett	Skyles			Indefinite, but Reaffirm Yearly	1 /1 /2018	12/31/2023
	#2 Commissioner	Terry	Snyder			Indefinite, as long as elected	1 /1 /2013	Elected Term 12/31/2024
Highway 169 Completion Coalition								
		John	Johnson			Indefinite, as long as elected	1 /1 /2023	Elected Term 12/31/2026
		Casey	Venema			Indefinite, as long as elected	1 /1 /2023	Elected Term 12/31/2026
Highway 169 Cross Range Study Advisory Committee (SAC)								
		John	Johnson			Indefinite, as long as elected	1 /1 /2023	Elected Term 12/31/2026
		Casey	Venema			Indefinite, as long as elected	1 /1 /2023	Elected Term 12/31/2026

Committee Or Office	Appointee	First Name	Last Name	District Requirement	Representative For	Term	Effective Date	Expiration Date
Housing & Redevelopment Authority								
		Kathleen	Blake	Based on Geographical Area		Five-Year	1 /1 /2021	12/31/2025
		Patrick	Casey	Based on Geographical Area		Five-Year	1 /1 /2020	12/31/2024
		Leah	Griffin	Based on Geographical Area	Residents of Public Housing	Five-Year	5 /10/2022	12/31/2025
		Tim	Johnson	Based on Geographical Area		Five-Year	1 /1 /2023	12/31/2027
		Barbara	Sanderson	Based on Geographical Area		Five-Year	1 /1 /2022	12/31/2026
		Leo	Trunt	Based on Geographical Area		Five-Year	7 /12/2022	12/31/2023
			Vacant	Based on Geographical Area		Five-Year	1 /1 /2020	12/31/2024 (Vacant)
IMCare Subcommittee								
		John	Johnson			Indefinite, as long as elected	1 /1 /2023	Elected Term 12/31/2026
		Cory	Smith			Indefinite, as long as elected	1 /1 /2023	Elected Term 12/31/2026
Indian Affairs Task Force (IATF)								
	Chair	Burl	Ives			One-Year	1 /1 /2023	12/31/2023
	Alternate/District #1 Commissioner	Cory	Smith	#1		One-Year	1 /1 /2023	12/31/2023
	Vice-Chair	Terry	Snyder			One-Year	1 /1 /2023	12/31/2023

Committee Or Office	Appointee	First Name	Last Name	District Requirement	Representative For	Term	Effective Date	Expiration Date
Intergovernmental Affairs Committee								
		Burl	Ives			Indefinite, as long as elected	1 /1 /2023	Elected Term 12/31/2024
		Terry	Snyder			Indefinite, as long as elected	1 /1 /2023	Elected Term 12/31/2024
Itasca Community College General Advisory Committee								
		Lynn	Hart			Indefinite, but Reaffirm Yearly	1 /1 /2018	12/31/2023
Itasca Economic Development Corporation (IEDC) Board of Directors								
		Burl	Ives			Three-Year	1 /1 /2021	12/31/2023
Itasca Waters								
		Cory	Smith			Indefinite, as long as elected	1 /1 /2023	Elected Term 12/31/2026
Joint School/Public Library (Nashwauk)								
			Vacant			Indefinite, but Reaffirm Yearly	1 /1 /2023	12/31/2023 (Vacant)
	#5 Commissioner	Casey	Venema		Commissioners/Unorganized Township in ISD #319	Indefinite, as long as elected	1 /1 /2023	Elected Term 12/31/2026
Laurentian RC&D Council								
	Alternate/Vice-Chair	Terry	Snyder			One-Year	1 /1 /2023	12/31/2023
		Casey	Venema			One-Year	1 /1 /2023	12/31/2023
Law Library Board								
	Chair	Burl	Ives			One-Year	1 /1 /2023	12/31/2023
Mine/Safety Inspector								
	Emergency Management Director	Joe	Dasovich			Indefinite, as long as elected	1 /1 /2023	Elected Term 12/31/2026

Committee Or Office	Appointee	First Name	Last Name	District Requirement	Representative For	Term	Effective Date	Expiration Date
Minnesota Counties Intergovernmental Trust (MCIT)								
	Chair	Burl	Ives			One-Year	1 /1 /2023	12/31/2023
	Auditor/Treasurer (Alternate)	Austin	Rohling			Indefinite, as long as elected	1 /1 /2023	Elected Term 12/31/2026
Minnesota Forest Resources Partnership (MFRP)								
	Land Commissioner or his/her designee	Kory	Cease			Indefinite, but Reaffirm Yearly	1 /1 /2018	12/31/2023
		Cory	Smith			Indefinite, as long as elected	1 /1 /2023	Elected Term 12/31/2026
Mississippi Headwaters Advisory Committee								
		Dan	Swenson			Two-Year	1 /1 /2023	12/31/2024
Mississippi Headwaters Board								
	2nd Alternate	Burl	Ives			Two-Year	1 /1 /2023	12/31/2024
		Cory	Smith			Two-Year	1 /1 /2023	12/31/2024
	1st Alternate	Terry	Snyder			Two-Year	1 /1 /2023	12/31/2024
Mississippi River - Grand Rapids Comprehensive Watershed Planning One Watershed/OnePlan (1W/1P) Planning Committee								
	Secondary	Cory	Smith			Indefinite, as long as elected	1 /3 /2023	Elected Term 12/31/2026
		Terry	Snyder			Infefinite, as long as elected	1 /3 /2023	Elected Term 12/31/2024
MN Counties Information System Board								
	County Assessor	Amber	Peratalo			Two-Year	1 /3 /2023	12/31/2024
	Auditor/Treasurer (Alternate)	Austin	Rohling			Two-Year	1 /3 /2023	12/31/2024
NE MN Office of Job Training								
		Burl	Ives			One-Year	1 /1 /2023	12/31/2023
	Alternate	Casey	Venema			One-Year	1 /1 /2023	12/31/2023

Committee Or Office	Appointee	First Name	Last Name	District Requirement	Representative For	Term	Effective Date	Expiration Date
Northeast Minnesota Area Transportation Partnership (NEMNATP)								
		Terry	Snyder			Indefinite, but Reaffirm Yearly	1 /1 /2023	12/31/2023
	Alternate	Casey	Venema			Indefinite, but Reaffirm Yearly	1 /1 /2023	12/31/2023
Northeast Minnesota Emergency Communications Board (ECB)								
	1st Alternate/Sheriff	Joe	Dasovich			Indefinite, as long as elected	1 /1 /2023	Elected Term 12/31/2026
		John	Johnson			Indefinite, as long as elected	1 /1 /2023	Elected Term 12/31/2026
Northeast Minnesota Emergency Communications Board Regional Advisory Committee (RAC)								
		Jeremy	Hanson			Indefinite, but Reaffirm Yearly	1 /1 /2023	12/31/2023
	Alternate	John	Linder			Indefinite, but Reaffirm Yearly	1 /1 /2023	12/31/2023
Northeast Minnesota HOME Consortium Joint Powers Board								
	KOOTASCA Housing & Energy Director					Indefinite	1 /28/1992	Indefinite
		Cory	Smith			Indefinite, as long as elected	1 /1 /2023	Elected Term 12/31/2026
Northern Counties Land Use Coordinating Board (NCLUCB)								
	Chair or his/her delegate	Burl	Ives			One-Year	1 /1 /2023	12/31/2023
	Alternate	Terry	Snyder			One-Year	1 /1 /2023	12/31/2023
Noxious Weed Appeal Committee								
		John	Johnson			Indefinite, as long as elected	1 /1 /2023	Elected Term 12/31/2026
			Vacant			Indefinite, but Reaffirm Yearly	1 /1 /2023	12/31/2023 (Vacant)

Committee Or Office	Appointee	First Name	Last Name	District Requirement	Representative For	Term	Effective Date	Expiration Date
Nursing Home Board								
	Full Board	Burl	Ives			Eligible Term	1 /1 /2021	Eligible Term 12/31/2024
	Full Board	John	Johnson			Eligible Term	1 /1 /2023	Eligible Term 12/31/2026
		Austin	Rohling			Two-Year	1 /1 /2022	12/31/2023
	Full Board	Cory	Smith			Eligible Term	1 /1 /2023	Eligible Term 12/31/2026
	Full Board	Terry	Snyder			Eligible Term	1 /1 /2021	Eligible Term 12/31/2024
		Leo	Trunt			Two-Year	1 /1 /2023	12/31/2024
	Full Board	Casey	Venema			Eligible Term	1 /1 /2023	Eligible Term 12/31/2026
Park & Recreation Commission								
		Sarah	Carling	At-Large		Three-Year	4 /12/2022	12/31/2024
	Land Commissioner or his/her designee	Kory	Cease			Indefinite, but Reaffirm Yearly	1 /1 /2018	12/31/2023
		Kenneth	Hansen		U.S. Forest Service (USFS)	Ex-Officio	1 /1 /2023	Ex-Officio
		Lynn	Moratzka	At-Large		Three-Year	1 /1 /2021	12/31/2023
		Randy	Nash	#5		Three-Year	1 /1 /2021	12/31/2023
		Les	Ollila	At-Large		Three-Year	1 /1 /2023	12/31/2025
		Sherrie	Porth	At-Large		Three-Year	1 /1 /2023	12/31/2025
		Kacie	Stanek		Minnesota Department of Natural Resources (DNR)	Ex-Officio	1 /1 /2021	Ex-Officio
			Vacant	#1		Three-Year	1 /1 /2021	12/31/2023 (Vacant)
			Vacant	#3		Three-Year	1 /1 /2022	12/31/2024 (Vacant)
			Vacant	#4		Three-Year	1 /1 /2023	12/31/2025 (Vacant)
			Vacant	#2		Three-Year	1 /1 /2023	12/31/2025 (Vacant)

Committee Or Office	Appointee	First Name	Last Name	District Requirement	Representative For	Term	Effective Date	Expiration Date
Personnel Board of Appeals								
		Malissa	Bahr			Three-Year	1 /1 /2022	12/31/2024
		Pat	Schwartz			Three-Year	7 /25/2023	12/31/2025
		Ed	Zabinski			Three-Year	1 /1 /2021	12/31/2023
Planning Commission/Board of Adjustment (PC/BoA)								
Attorney/Ex-Officio	Matti	Adam				Indefinite, as long as elected	1 /1 /2019	Elected Term 12/31/2026
Advisory	Andy	Arens			Soil & Water Conservation District (SWCD)	Indefinite, but Reaffirm Yearly	1 /1 /2018	12/31/2023
	Michael	Bellomy		#2		Three-Year	1 /1 /2022	12/31/2024
	Daniel	Butterfield		#4		Three-Year	1 /1 /2021	12/31/2023
Surveyor/Ex-Officio	Guy	Carlson				Indefinite, but Reaffirm Yearly	8 /9 /2016	12/31/2023
Advisory	Candi	Fuller			Natural Resource Conservation Service	Indefinite, but Reaffirm Yearly	1 /1 /2020	12/31/2023
Highway Engineer/Ex-Officio	Karin	Grandia				Indefinite, as long as appointed	5 /23/1995	Appointed Term 05/15/2026
	Richard	Kortekaas		#1		Three-Year	1 /1 /2022	12/31/2024
	Lisa	Maasch		#3		Three-Year	1 /1 /2021	12/31/2023
	Mike	Oja		#5		Three-Year	1 /1 /2023	12/31/2025
Advisory	Rian	Reed			Minnesota Department of Natural Resources (DNR)	Indefinite, but Reaffirm Yearly	1 /1 /2019	12/31/2023
Environmental Services Administrator/Ex-Officio	Dan	Swenson				Indefinite, but Reaffirm Yearly	1 /1 /2018	12/31/2023
Advisory		Vacant			U.S. Forest Service (USFS)	Indefinite, but Reaffirm Yearly	1 /1 /2022	12/31/2023 (Vacant)

Committee Or Office	Appointee	First Name	Last Name	District Requirement	Representative For	Term	Effective Date	Expiration Date
Regional Railroad Authority								
	Full Board	Burl	Ives			One-Year	1 /1 /2023	12/31/2023
	Full Board	John	Johnson			One-Year	1 /1 /2023	12/31/2023
	Full Board	Cory	Smith			One-Year	1 /1 /2023	12/31/2023
	Full Board	Terry	Snyder			One-Year	1 /1 /2023	12/31/2023
	Full Board	Casey	Venema			One-Year	1 /1 /2023	12/31/2023
Regional Solid Waste Task Force (NEWAC)								
		John	Johnson			Indefinite, as long as elected	1 /1 /2023	Elected Term 12/31/2026
		Casey	Venema			Indefinite, as long as elected	1 /1 /2023	Elected Term 12/31/2026
Risk Management Commission								
	Nursing Home Administrator					Indefinite, but Reaffirm Yearly	1 /1 /2018	12/31/2023
	Attorney	Matti	Adam			Indefinite, as long as elected	1 /1 /2019	Elected Term 12/31/2026
	Land Commissioner	Kory	Cease			Indefinite, but Reaffirm Yearly	1 /1 /2018	12/31/2023
	County Sheriff	Joe	Dasovich			Indefinite, as long as elected	1 /1 /2023	Elected Term 12/31/2026
	Risk/Safety Manager	Duane	Dockter			Indefinite, but Reaffirm Yearly	1 /1 /2018	12/31/2023
	County Engineer	Karin	Grandia			Indefinite, as long as appointed	6 /10/2003	Appointed Term 05/15/2026
	Human Resources Director	Lynn	Hart			Indefinite, but Reaffirm Yearly	1 /1 /2018	12/31/2023
	Alternate	Burl	Ives			Indefinite, as long as elected	1 /1 /2017	Elected Term 12/31/2024

Committee Or Office	Appointee	First Name	Last Name	District Requirement	Representative For	Term	Effective Date	Expiration Date
		John	Johnson			Indefinite, as long as elected	1 /1 /2023	Elected Term 12/31/2026
	Auditor/Treasurer	Austin	Rohling			Indefinite, as long as elected	1 /1 /2023	Elected Term 12/31/2026
	County Administrator	Brett	Skyles			Indefinite, but Reaffirm Yearly	1 /1 /2018	12/31/2023
	Health & Human Services Director	Eric	Villeneuve			Indefinite, but Reaffirm Yearly	1 /1 /2018	12/31/2023
	Facilities Maintenance Manager	Randy	Washburn			Indefinite, but Reaffirm Yearly	1 /1 /2018	12/31/2023
Sheriff Civil Service Commission								
		Edward	Bolf			Three-Year	1 /1 /2022	12/31/2024
		Conley	Janssen			Three-Year	1 /1 /2021	12/31/2023
		John	Rubesh			Three-Year	3 /7 /2023	12/31/2025
Step 3 Grievance Committee								
		John	Johnson		Commissioner	Eligible Term	1 /1 /2023	Eligible Term 12/31/2026
	County Administrator	Brett	Skyles			Indefinite, but Reaffirm Yearly	1 /1 /2018	12/31/2023
		Cory	Smith		Commissioner	Eligible Term	1 /1 /2023	Eligible Term 12/31/2026
Tri-County Community Health Board								
	Alternate	Burl	Ives			Three-Year	1 /1 /2022	12/31/2024
		Elizabeth (Betsy)	Johnson			Three-Year	1 /1 /2023	12/31/2025
		Lester	Kachinske			Three-Year	1 /1 /2023	12/31/2025
		Cory	Smith			Three-Year	1 /1 /2023	12/31/2025
Upper Mississippi Headwaters One Watershed/One Plan (UMHW 1W/1P)								
	Alternate	John	Johnson			Indefinite, as long as elected	1 /1 /2023	Eligible Term 12/31/2026

Committee Or Office	Appointee	First Name	Last Name	District Requirement	Representative For	Term	Effective Date	Expiration Date
	Delegate	Cory	Smith			Indefinite, as long as elected	1 /1 /2023	Eligible Term 12/31/2026
Wastewater Management District								
	Full Board	Burl	Ives			Indefinite, as long as elected	1 /1 /2017	Elected Term 12/31/2024
	Full Board	John	Johnson			Indefinite, as long as elected	1 /1 /2023	Elected Term 12/31/2026
	Full Board	Cory	Smith			Indefinite, as long as elected	1 /1 /2023	Elected Term 12/31/2026
	Full Board	Terry	Snyder			Indefinite, as long as elected	1 /1 /2013	Elected Term 12/31/2024
	Full Board	Casey	Venema			Indefinite, as long as elected	1 /1 /2023	Elected Term 12/31/2026
Water Plan Implementation Committee (WPIC)								
		Daniel	Butterfield		Planning Commission/Board of Adjustment (PC/BoA)	Three-Year	1 /1 /2021	12/31/2023
		Harold	Goetzman		Itasca Lakes Coalition	Four-Year	1 /1 /2023	12/31/2026
		Norley	Hansen	At-Large		Four-Year	1 /1 /2020	12/31/2023
		John	Johnson	#3		Four-Year	1 /1 /2020	12/31/2023
		Lester	Kachinske	#4		Four-Year	1 /1 /2022	12/31/2025
		Richard	Lacher		Township Association	Four-Year	1 /1 /2020	12/31/2023
		Robert	Lindahl	#2		Four-Year	1 /1 /2020	12/31/2023
		Perry	Loegering		Conservation Groups	Four-Year	1 /1 /2020	12/31/2023
		Mike	Oja	#5		Four-Year	1 /1 /2022	12/31/2025
		Calvin	Saari		Soil & Water Conservation District (SWCD)	Four-Year	1 /1 /2022	12/31/2025
			Vacant	At-Large		Four-Year	1 /1 /2020	12/31/2023 (Vacant)

Committee Or Office	Appointee	First Name	Last Name	District Requirement	Representative For	Term	Effective Date	Expiration Date
			Vacant	#1		Four-Year	1 /1 /2023	12/31/2026 (Vacant)
Western Mesabi Mine Planning Board (WMMPB)								
	Land Commissioner or his/her designee	Kory	Cease			Eligible Term	3 /13/2018	Eligible Term 12/31/2023
		Casey	Venema			Eligible Term	1 /1 /2023	Eligible Term 12/31/2026
Wetland Appeals Board								
		John	Johnson			Indefinite, as long as elected	1 /1 /2023	Elected Term 12/31/2023
		Cory	Smith			Indefinite, as long as elected	1 /1 /2023	Elected Term 12/31/2023
Wetland Evaluation Panel								
	Highway Engineer	Karin	Grandia			Indefinite, as long as appointed	6 /8 /1993	Appointed Term 05/15/2026

**2024 APPOINTMENTS TO ITASCA COUNTY BOARDS/COMMITTEES/COMMISSIONS
ADVERTISED FOR THESE VACANCIES WORKSHEET**

<u>BOARD/COMMITTEE/COMMISSION</u>	<u>APPOINTEE</u>	<u>DISTRICT REQUIREMENT</u>	<u>TERM</u>
Arrowhead Library Board	Dennis Jerome	N/A	01/01/2024 – 12/31/2026
Bowstring Airport Commission	(no applications received)	N/A	01/01/2022 – 12/31/2024
	Greg Miller	N/A	01/01/2024 – 12/31/2026
Extension Committee	Mike Aultman	N/A	01/01/2024 – 12/31/2026
	(no applications received)	N/A	01/01/2024 – 12/31/2026
Housing & Redevelopment Authority	(no applications received)	Based on Geo Area	01/01/2020 – 12/31/2024
	Leo Trunt	Based on Geo Area	01/01/2024 – 12/31/2028
Park & Recreation Commission	(no applications received)	District #1	01/01/2024 – 12/31/2026
	Tom Nelson	District #2	01/01/2023 – 12/31/2025
	(no applications received)	District #3	01/01/2022 – 12/31/2024
	(no applications received)	District #4	01/01/2023 – 12/31/2025
	(no applications received)	District #5	01/01/2024 – 12/31/2026
	Brian Carlson	At-Large	01/01/2024 – 12/31/2026
Personnel Board of Appeals	(no applications received)	N/A	01/01/2024 – 12/31/2026
Planning Commission/Board of Adjustment	Lisa Maasch	District #3	01/01/2024 – 12/31/2026
	Dan Butterfield	District #4	01/01/2024 – 12/31/2026
Sheriff Civil Service Commission	Conley Janssen	N/A	01/01/2024 – 12/31/2026
Water Plan Implementation Committee	(no applications received)	District #1	01/01/2023 – 12/31/2026
	(no applications received)	District #2	01/01/2024 – 12/31/2027
	(no applications received)	District #3	01/01/2024 – 12/31/2027
	(no applications received)	At-Large	01/01/2024 – 12/31/2027
	(no applications received)	At-Large	01/01/2024 – 12/31/2027

**TENTATIVE
2024 APPOINTMENTS
REPRESENTATIVE APPOINTEES**

<u>APPOINTMENT</u>	<u>APPOINTEE/REPRESENTS</u>	<u>TERM</u>
Park & Recreation Commission	(Kenneth Hansen)/U.S. Forest Service (USFS) – Awaiting Response (Kacie Stanek)/Minnesota Department of Natural Resources (DNR) – Awaiting Response	Ex-Officio
Planning Commission/Board of Adjustment (PC/BoA) Advisory	(Candi Fuller)/Natural Resource Conservation Service (NRCS) – Awaiting Response (Andy Arens)/Soil & Water Conservation District (SWCD) – Andy Arens (Vacant)/U.S. Forest Service (USFS) – Awaiting Response (Rian Reed)/Minnesota Department of Natural Resources (DNR) – Rian Reed	Indefinite, but Reaffirm Yearly
Water Plan Implementation Committee (WPIC)	(Daniel Butterfield)/Planning Commission/Board of Adjustment – Daniel Butterfield (Perry Loegering)/Conservation Groups – Perry Loegering (Richard Lacher)/Township Association – Richard Lacher	Three-Year Four-Year Four-Year



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, December 12, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3378

DEPARTMENT: Auditor / Treasurer

TIME REQUESTED: 30 Minutes

PRESENTER: Austin Rohling

AGENDA ITEM:

Public Meeting & Adoption of Levy and Budget

BOARD ACTION REQUESTED:

Hold a Public Meeting regarding the 2024 Budget and Levy.

Adopt the Resolution Re: 2024 County Levy, which sets the 2024 Levy & Budgets for Itasca County, and authorizes the County Auditor/Treasurer to transfer funds to cover any fund balances that are in a deficit.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Truth in Taxation 2024

RESULT:	APPROVED (4 TO 1)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, Burl Ives, Casey Venema
NAYS:	John Johnson



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, December 12, 2023

RESOLUTION 2023-56

RE: 2024 COUNTY LEVY

WHEREAS, Minnesota Statutes 275.065 requires the County Board to adopt a final property tax levy; and

WHEREAS, Minnesota Statutes 275.065 requires the County Board to conduct a public meeting prior to the adopting of its final property tax levy; and

WHEREAS, the budget requests, revenue projections, levy data, and needs of Itasca County have been duly considered; and

WHEREAS, the Board of Commissioners did approve the following property tax levies for 2024 in the stated amounts:

Revenue	\$17,812,239
Road and Bridge	8,144,682
Human Services	15,317,606
Environmental Services	-0-
Regional Library	392,709
Capital Bonds	630,025
TOTAL 2024 LEVY	\$42,297,261

NOW THEREFORE BE IT RESOLVED, that the Itasca County Auditor/Treasurer is hereby authorized and directed to spread the levy on the tax rolls of the County.

BE IT FURTHER RESOLVED, that the Unorganized Fire Spread Levy be set at 3.5% and the Unorganized Road and Bridge Spread Levy be set at 10% for 2024.

BE IT STILL FURTHER RESOLVED, that on the recommendation of the Itasca County Board of Commissioners, the 2024 budget as presented, totaling \$137,223,150 in revenue and \$180,953,790 for expenditures, is approved. The reserve use totals \$1,433,379. Details of the budget are available in the office of the Itasca County Auditor/Treasurer for public inspection during normal business hours. Capital lease payments are budgeted at 100%. However, if the total tax collections are lower than the payment amount, funds will be transferred from reserves.

BE IT STILL FURTHER RESOLVED, that the 2024 expenditure budget for the elected positions of Auditor/Treasurer, Attorney, Sheriff, and Recorder be set at: Auditor/Treasurer \$1,497,533, Election \$549,000, Risk Management \$1,027,791, Safety Inspector \$2,000; Attorney \$2,255,525, Victim Assistance Program \$108,356; Sheriff \$8,293,416, D.A.R.E. \$23,200, Boat & Water \$342,048, E-911

System \$0, Snowmobile Grant \$2400, Sheriff Radio \$165,500, Emergency Management \$181,516, Jail \$5,509,124, Crime Prevention Grant \$2000, Search & Rescue \$36,200, Dive Team \$0, Permit to Carry \$15,000, ATV Grant \$1350, SWAT \$76,000, and Recorder \$471,076.

RESULT:	APPROVED (4 TO 1)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, Burl Ives, Casey Venema
NAYS:	John Johnson

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 12th day of December A.D. 2023 and that the same is a true and correct copy of the whole thereof.

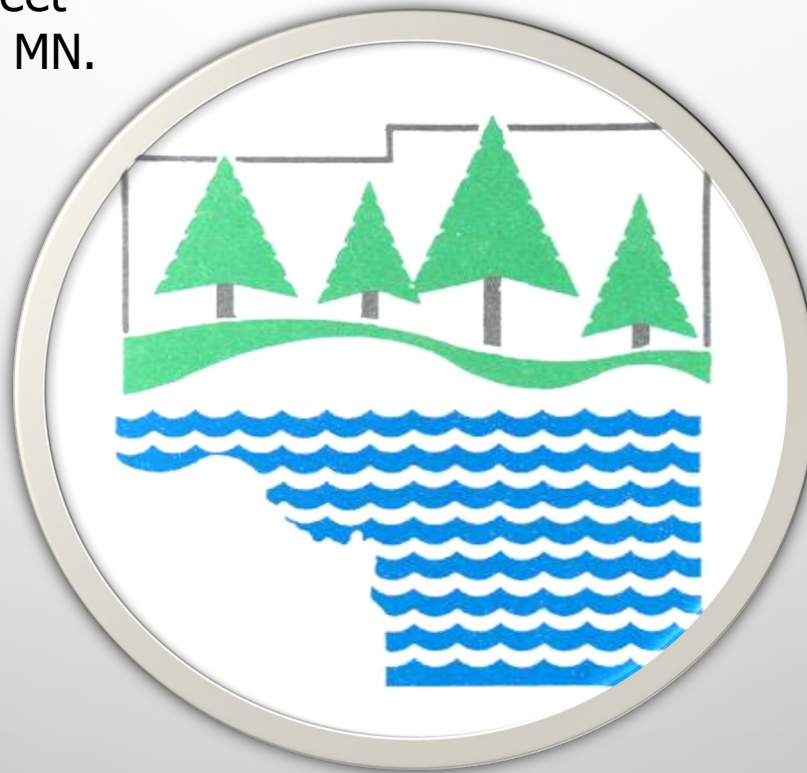
WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 12th day of December A.D. 2023.



Administrator

ITASCA COUNTY

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



Austin M. Rohling, County Auditor
327-2860

ITASCA COUNTY

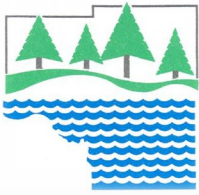


**PUBLIC BUDGET MEETING
FOR THE YEAR
2024**



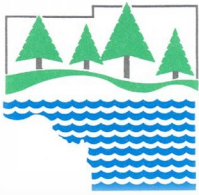
14 REASONS YOUR PROPERTY TAXES MIGHT GO UP (OR DOWN)

- THE MARKET VALUE OF A PROPERTY MAY CHANGE.
- THE MARKET VALUE OF OTHER PROPERTIES IN YOUR TAXING DISTRICT MAY CHANGE, SHIFTING TAXES FROM ONE PROPERTY TO ANOTHER.
- THE STATE GENERAL PROPERTY TAX MAY CHANGE.
- THE CITY BUDGET & LEVY MAY CHANGE.
- THE TOWNSHIP BUDGET & LEVY MAY CHANGE.



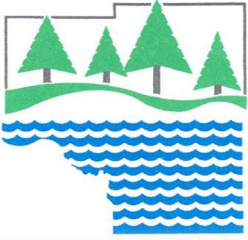
14 REASONS CONTINUED

- THE COUNTY BUDGET AND LEVY MAY CHANGE.
- THE SCHOOL DISTRICT'S BUDGET & LEVY MAY CHANGE.
- A SPECIAL DISTRICT'S BUDGET & LEVY MAY CHANGE.
- SPECIAL ASSESSMENTS MAY BE ADDED TO YOUR PROPERTY TAX BILL.



14 REASONS CONTINUED

- VOTERS MAY HAVE APPROVED A SCHOOL, CITY/TOWNSHIP, COUNTY, OR SPECIAL DISTRICT REFERENDUM.
- FEDERAL AND STATE MANDATES MAY HAVE CHANGED.
- AID AND REVENUE FROM THE STATE AND FEDERAL GOVERNMENTS MAY HAVE CHANGED.
- THE STATE LEGISLATURE MAY HAVE CHANGED THE PORTION OF THE TAX BASE PAID BY DIFFERENT TYPES OF PROPERTIES.
- OTHER STATE LAW CHANGES MAY ADJUST THE TAX BASE.



OF THE 14 REASONS YOUR
PROPERTY TAXES MIGHT GO UP OR
DOWN, THE COUNTY BOARD HAS
DISCRETION OVER ONLY ITS
BUDGET AND LEVY.

- 'Departments' at Top of Page
- 'Auditor Treasurer's Office'
- 'Property Taxes'
- 'Truth-In-Taxation Notice'

Truth-In-Taxation Notice

The Truth-In-Taxation (TNT) notice, also called the Proposed Tax notice, is mailed to property owners during November each year. This notice indicates the anticipated property tax you will pay the following year if your local jurisdictions approve the budget amounts they are considering. Property owners are invited to attend meetings held by the local jurisdictions to express their opinions on local budgets.

Effective for property taxes payable in 2023 and thereafter, a separate statement must be included with the parcel-specific proposed taxes notices per MN Statute 275.065 subd. 3b. The separate statement must include a list of various levy and budget details for the county, city and school district the parcel is within, and the percent change in the proposed levy by jurisdiction. These 'Supplemental Budget Information' inserts are located in the below attachment.

*Truth in Taxation Supplemental Information

Auditor/Treasurer's Office

Physical Address

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

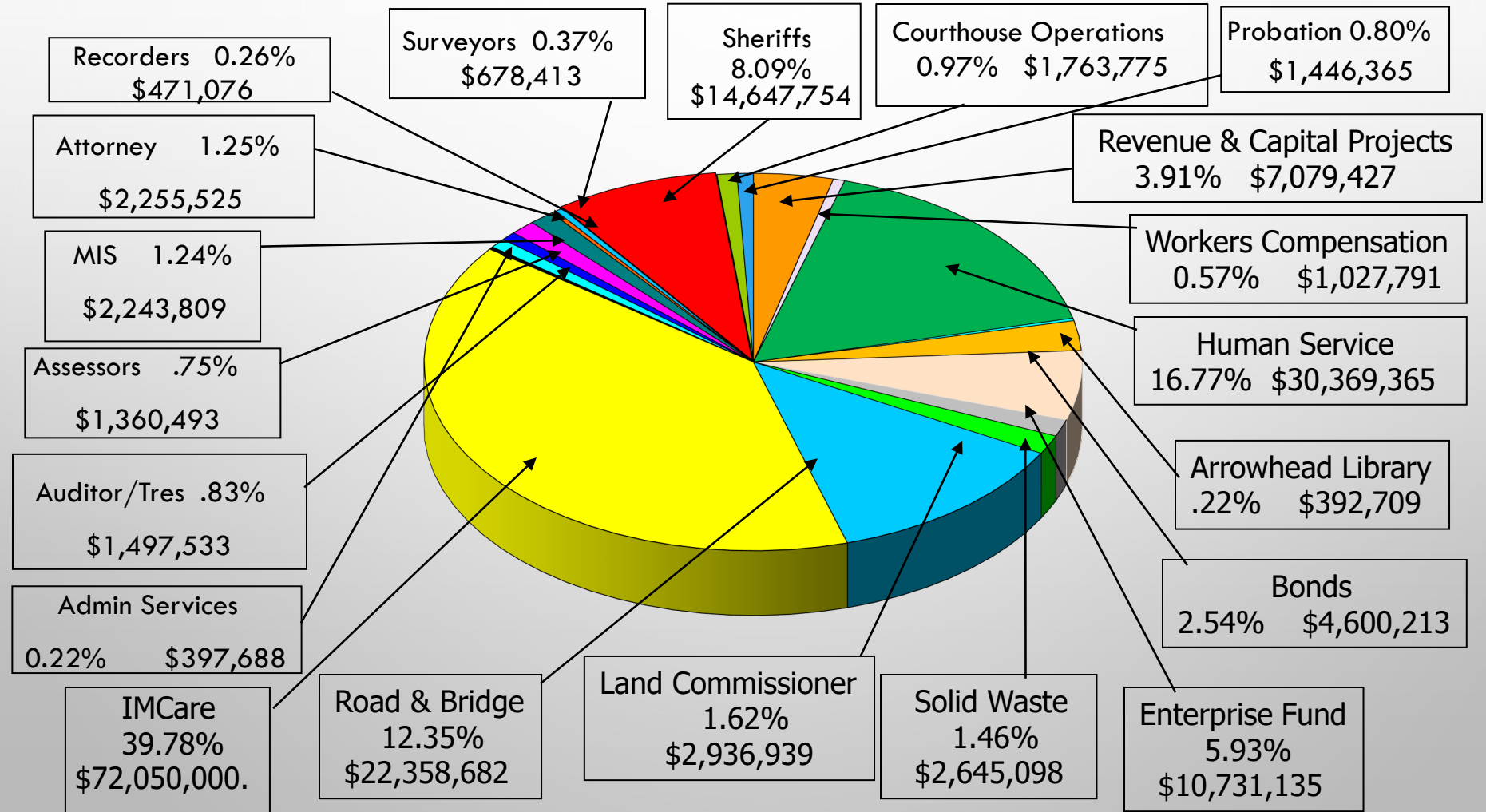
Auditor Phone: 218-327-2859
Treasurer Phone: 218-327-2860
Fax: 218-327-7426

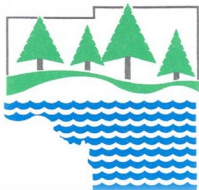
Hours Monday-Friday 8:00 AM – 4:30 PM



2024 PROPOSED EXPENDITURES

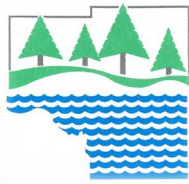
\$180,953,790





EXPENDITURES

DEPARTMENTS	2024	2023	2022	2021	2020
	Expenditures	Expenditures	Expenditures	Expenditures	Expenditures
000 Revenue No Department	199,260	199,260	199,260	450,529	199,260
001 Commissioners	504,619	486,591	547,141	470,734	457,199
004 Railroad Auth	153,747	153,747	154,323	159,735	159,400
010 Court System	340,000	315,000	402,500	315,000	390,000
020 Law Library	45,000	45,000	45,000	50,600	50,600
030 Administrative Services Dept	397,688	396,801	376,752	376,344	366,156
031 Human Resources	692,265	579,956	616,659	601,166	598,097
032 Central Purchasing	0	0	0	0	0
034 Copy Machine	0	0	0	0	0
036 County Car/Fuel	0	0	0	0	0
040 County Auditor/Treasurer	1,497,533	1,441,265	1,417,150	1,473,642	1,377,058
042 Insurance (Retiree)	1,810,000	1,809,000	1,809,000	1,907,000	2,009,000
044 Postage	12,500	12,500	12,500	8,500	13,500
046 Telephone	500	500	500	500	500
055 Assessor	1,360,493	1,425,823	1,402,723	1,330,981	1,306,076
060 MIS	2,243,809	2,482,116	2,323,675	2,056,512	2,025,488
070 Elections	549,000	233,500	426,500	99,500	350,015
090 Attorney	2,255,525	2,044,855	2,032,111	1,958,601	1,937,093
091 Victim Assistance Program	108,356	106,873	103,778	103,664	99,942
100 Recorder	471,076	473,859	440,180	430,363	413,552
105 Surveyor/Mapping	678,413	672,442	658,606	659,891	655,008
110 Courthouse Operations	1,763,775	1,258,807	1,173,712	1,131,639	1,096,664
120 Veteran's Service	329,893	366,858	389,251	389,181	378,944
125 Coroner	180,500	170,000	170,000	175,000	125,800
130 Zoning	405,205	412,052	427,516	408,606	395,860
131 Bigfork River Board	750	750	750	750	750
132 Shoreland Management Grant	81,559	81,559	81,559	81,559	81,559
200 Sheriff	8,293,416	7,094,332	7,270,059	7,231,787	7,157,052
203 Crime Prevention Grant	2,000	0	0	1,500	1,500
205 DARE	23,200	22,600	22,600	27,600	27,600



EXPENDITURES

DEPARTMENTS	2024	2023	2022	2021	2020
	Expenditures	Expenditures	Expenditures	Expenditures	Expenditures
206 Sheriff's Dive Team	0	0	0	0	
208 Search & Rescue	36,200	46,500	46,500	46,500	46,300
210 Boat and Water	342,048	193,295	198,110	191,395	195,213
211 E-911 System Enhancement	0	0	0	0	
212 Snowmobile Grants	2,400	1,500	1,500	1,500	6,500
213 Snowmobile Signs	0	0	0	0	
220 Sheriff's Radio	165,500	120,500	120,500	130,500	130,500
221 Permit to Carry	15,000	15,000	15,000	6,000	6,000
223 ATV Grant	1,350	2,500	2,500	2,500	
228 SWAT	76,000	50,000	50,000	65,000	65,000
230 Civil Service Commission	0	0	0	0	
250 Jail	5,509,124	3,879,031	3,849,399	4,049,059	4,128,906
260 Probation Office	1,307,765	1,055,496	1,003,626	995,010	936,910
262 Board of Government Grant	0	0	0	108,540	150,096
263 Probation Case Reduction Grant	0	173,927	155,484	153,900	186,596
264 Electronic Alcohol Monitor	8,600	8,500	8,500	8,500	8,500
267 Juvenile Sex Offender Grant	130,000	130,000	130,000	124,800	124,800
268 Recovery Plus Program JAGR Grant	0	0	0	0	
280 Emergency Management	181,516	232,362	229,228	204,269	222,003
285 Safety Inspector	2,000	2,000	2,000	18,000	3,000
660 Extension	216,770	194,023	161,346	216,889	215,941



EXPENDITURES

DEPARTMENTS	2024 Expenditures	2023 Expenditures	2022 Expenditures	2021 Expenditures	2020 Expenditures
800 County Grants:					
Other Grants		0	0	0	
Fairgrounds Park	120,000	117,830	117,830	116,000	116,000
Economic Development Fund	184,003	219,051	204,306	204,306	200,000
Bowstring Airport	15,000	15,000	15,000	15,000	15,000
Grand Rapids Airport See TED Fund	0	0	0	0	
Mississippi Headwaters See Commissioners	0	0	0	0	
Mount Itasca See TED Fund Youth	0	0	0	0	
Historical Society--Grant	45,000	45,000	45,000	40,000	40,000
Soil & Water Cons.--Grant See ETF	0	0	0	0	
Professional Service	0	0	0	0	
Kootasca	0	0	0	0	
805 Unallocated	753,500	518,500	518,500	543,900	672,500
Severance Pay	200,000	200,000	200,000	200,000	200,000
ICTV See Commissioners					
TOTAL REVENUE	33,711,858	29,506,061	29,578,134	29,342,452	29,343,438
Capital Projects					
866 HRA Lease Rev Fund/Juv Det Fac/Pamida	0	0	0	0	
880 IBM AS-400	0	0	0	25,000	25,000
885 Long Term Reserve	0	0	0	70,000	70,000
863 Sheriffs Records Mgmt	0	0	0	25,000	25,000
873 HRIS/Payroll System	0	0	0	0	
889 County Garages	0	0	0	0	
859 Recorders Equip	130,000	130,000	130,000	130,000	130,000
Revenue No Dept	0	0	0	0	
TOTAL CAPITAL PROJECTS	130,000	130,000	130,000	250,000	250,000
TOTAL REVENUE AND CAPITAL PROJECTS	33,841,858	29,636,061	29,708,134	29,592,452	29,593,438



EXPENDITURES

DEPARTMENTS	2024	2023	2022	2021	2020
	Expenditures	Expenditures	Expenditures	Expenditures	Expenditures
310 Highway Administration	571,136	570,427	656,920	625,810	601,295
320 Highway Maintenance	8,517,530	8,429,029	8,387,545	7,691,947	7,912,289
330 Equipment Maintenance	5,298,025	4,822,952	3,323,196	4,064,347	3,988,286
340 Highway Construction	7,921,991	7,403,094	7,286,687	6,869,867	7,388,568
Severance Pay	50,000	50,000	50,000	50,000	50,000
TOTAL ROAD & BRIDGE	22,358,682	21,275,502	19,704,348	19,301,971	19,940,438
600 Land Commissioner	1,860,459	1,851,627	1,794,746	1,868,407	1,702,572
600-500 Real Estate Mgmt combined with Land Comm					
610 Park and Recreation	444,579	431,788	434,830	430,708	312,500
611 Tourism, Agric & Ind Prom	103,311	195,073	185,457	203,500	109,000
612 Timber Development	0	0	0	0	
614 Land Use Planning	0	0	0	0	
615 Natural Resources	191,271	190,918	191,028	190,911	200,992
625 Weed Control	11,000	11,000	11,000	11,000	19,000
630 Forest Access Roads	52,644	57,500	57,500	58,669	120,129
645 Memorial Forest/Dunn-Stephens	92,490	131,683	164,596	105,555	75,000
650 Charles Godfrey	20,062	37,250	34,842	22,344	15,750
655 Loucks-Danyluk	64,583	87,491	89,039	57,101	59,250
670 Firewise	96,540	92,734	58,996	58,996	83,900
TOTAL FOREST RESOURCES	2,936,939	3,087,064	3,022,034	3,007,191	2,698,093



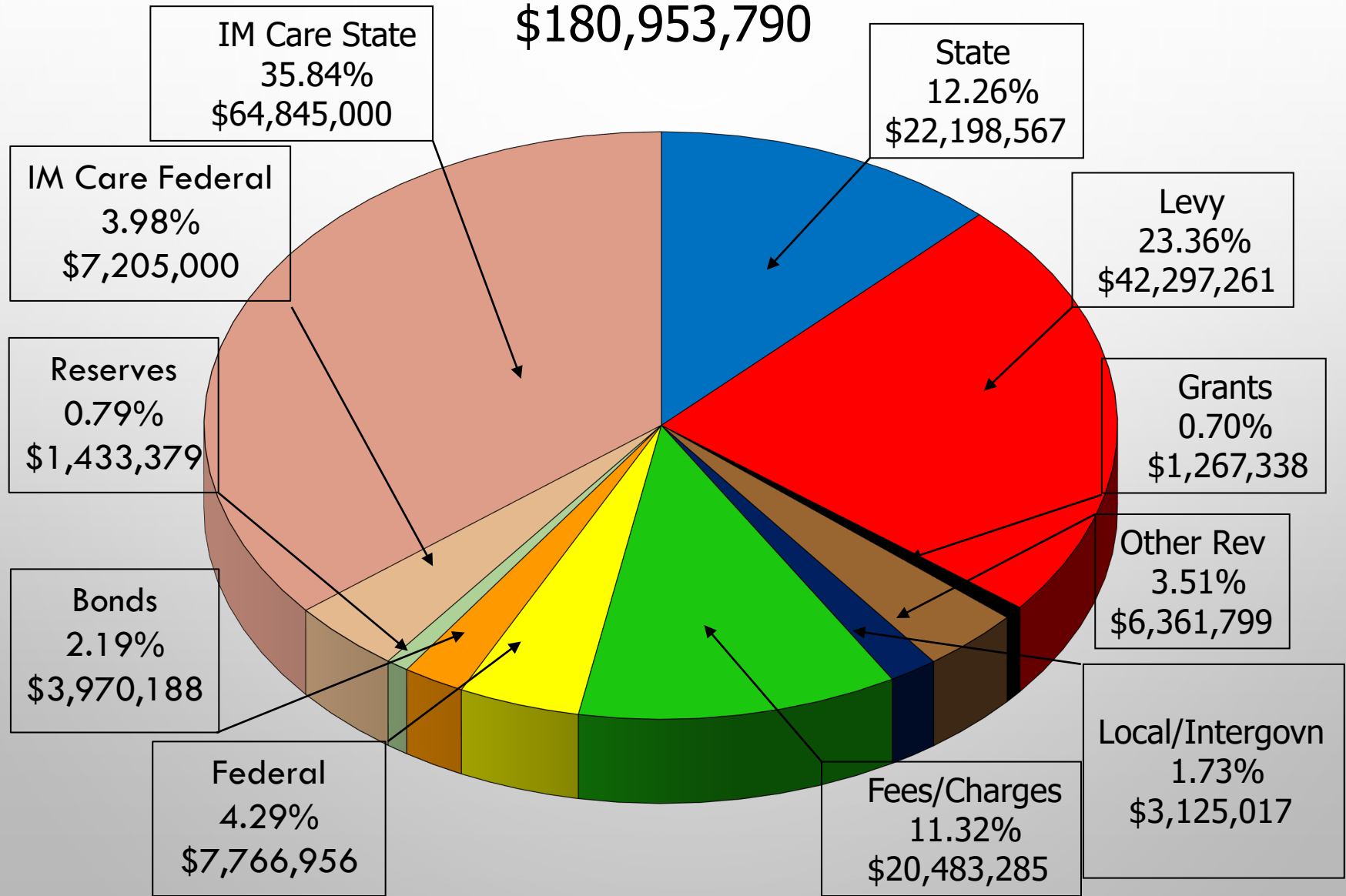
EXPENDITURES

DEPARTMENTS	2024	2023	2022	2021	2020
	Expenditures	Expenditures	Expenditures	Expenditures	Expenditures
395 Environmental Services Solid Waste 18	2,645,098	2,274,211	2,242,317	2,100,963	2,037,209
490 Workers' Compensation	1,027,791	720,333	687,062	621,808	638,724
60 Itasca Nursing Home Bond Pay. (Debt)	731,135	714,010	546,435	876,666	881,058
60 Itasca Nursing Home	10,000,000	10,000,000	10,000,000	10,000,000	12,000,000
TOTAL ENTERPRISE FUNDS	10,731,135	10,714,010	10,546,435	10,876,666	12,881,058
Arrowhead Library System	392,709	392,709	392,709	392,709	392,709
Economic Devel Levy Grant Writer see Cty Grants 01-800					
36 Bonds, Capital Lease (Debt)	4,600,213	4,411,169	1,975,925	1,709,250	1,427,110
Human Services	30,369,365	28,959,267	29,107,649	28,429,888	26,890,333
<i>Itasca Alliance Against Sexual Assault Combines w/HS</i>					
IM Care	72,050,000	60,000,000	60,000,000	60,000,000	60,000,000
TOTAL EXPENDITURE BUDGET	180,953,790	161,470,326	157,386,613	156,032,898	156,499,112



2024 PROPOSED REVENUE WITH RESERVES & LEVY

\$180,953,790





REVENUE SOURCES

2024 REVENUE SOURCES	REVENUE	ROAD AND BRIDGE	HUMAN SERVICE	LAND COMMISSIONER	SOLID WASTE	OTHER REQUEST	LEVIES	2024 TOTAL	2023 TOTAL
STATE	-6,219,614	-11,890,000	-39,922,682	-191,271	0	0	0	-58,223,567	-50,699,267
FEDERAL	-600,000	-1,910,000	-41,281,956	0	0	0	0	-43,791,956	-37,473,444
FEES/CHARGES	-2,770,628	-229,000	-3,359,998	-2,682,024	-710,500	-10,731,135	0	-20,483,285	-18,464,578
LOCAL/INTERGOVERN.	-1,961,226	-125,000	0	-11,000	0	-1,027,791	0	-3,125,017	-2,277,559
OTHER REVENUE	-1,959,104	-60,000	-2,537,123	0	-1,805,572	0	0	-6,361,799	-6,379,809
GRANTS	-1,085,668	0	0	-52,644	-129,026	0	0	-1,267,338	-1,018,389
TIF BONDS	0	0	0	0	0	0	0	0	0
JAIL BONDS	0	0	0	0	0	0		0	0
REGIONAL LIBRARY	0	0	0	0	0	0	392,709	0	0
CAPITAL IMPROVE. BONDS	0	0	0	0	0	0	0	-3,970,188	0
BOND REVENUE	0	0	0	0	0	0	0	0	0
PROJECTED REVENUE	-14,596,240	-14,214,000	-87,101,759	-2,936,939	-2,645,098	-11,758,926	0	-137,223,150	-116,313,046
COUNTY TAX LEVY	-19,245,618	-8,144,682	-15,317,606				-392,709	-42,297,261	-41,266,142
Risk Reserves									
Reserves								-1,433,379	-4,053,794
LEVY FOR BONDS 2024							-630,025		
TOTAL REVENUE & LEVY	-33,841,858	-22,358,682	-102,419,365	-2,936,939	-2,645,098	-11,758,926	-392,709	-180,953,790	-161,632,982



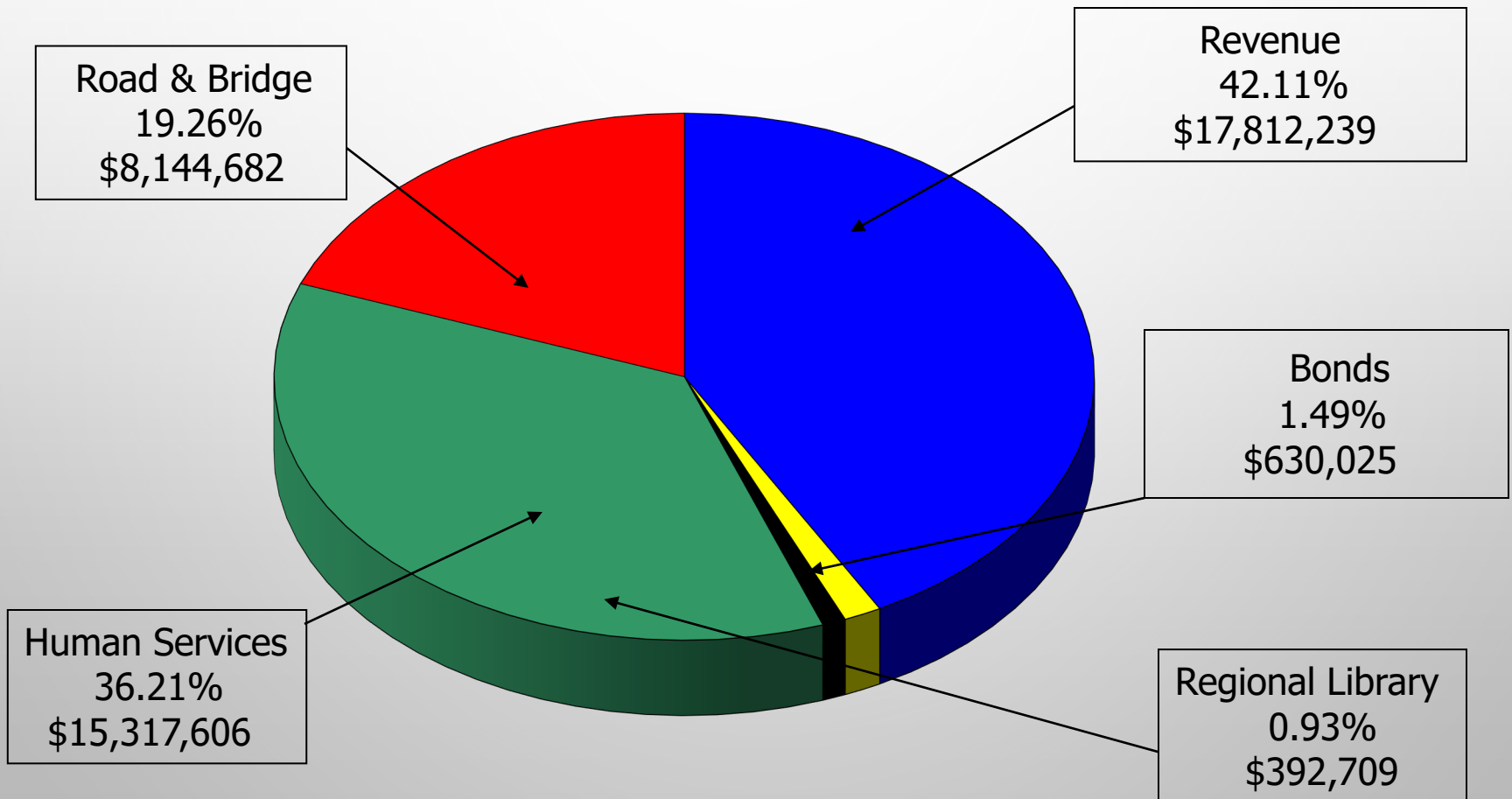
BUDGET INFORMATION RECAP

Recap Revenue, Expenditures & Levy						
	2024 DEPARTMENT EXPENDITURES	2024 PROJECTED REVENUE	BALANCE	2024 LEVY REQUEST		
REVENUE & Capital Projects	33,841,858	-14,596,240	19,245,618	19,245,618		
TRANSPORTATION DEPT	22,358,682	-14,214,000	8,144,682	8,144,682		
HUMAN SERVICES	30,369,365	-15,051,759	15,317,606	15,317,606		
IM CARE	72,050,000	-72,050,000	0	0		
ENVIRONMENTAL SERVICES- SOLID WASTE	2,645,098	-2,645,098	0	0		
REGIONAL LIBRARY	392,709	0	392,709	392,709		
CAPITAL LEASE BOND PYMTS	4,600,213	-3,970,188	630,025	630,025		
FOREST RESOURCES	2,936,939	-2,936,939	0	0		
RISK MANGEMENT.	1,027,791	-1,027,791	0	0		
GRAND VILLAGE. NURSING HOME	10,731,135	-10,731,135	0	0		
Reserve (Split HHS/R&B)						
Risk Management Spend from Reserves \$0						
Human Services Spend from Reserves \$0						
Transportation Spend from Reserves \$0						
General Reserves Spend from \$				1,433,379		
TOTAL PROPOSED	180,953,790	-137,223,150	43,730,640	42,297,261		
					Levy 2024	42,297,261
					Levy 2023	41,266,142
					INCREASE	<u>1,031,119</u>
						2.50%



2024 PROPOSED LEVY

\$42,297,261





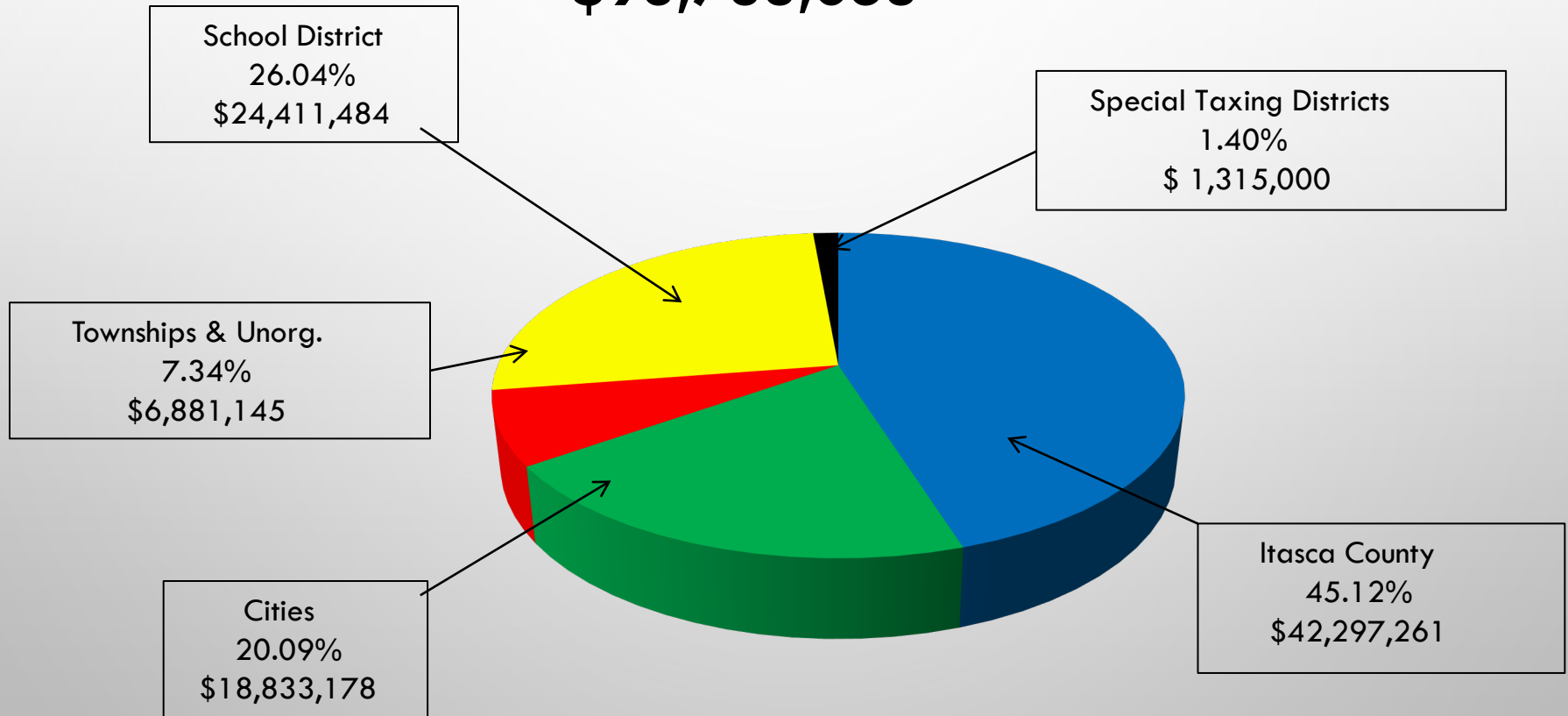
LEVY HISTORY

LEVY HISTORY	2018	2019	2020	2021	2022	2023	2024
REVENUE	17,973,810	18,579,312	18,401,504	17,660,888	18,246,437	17,858,646	19,245,618
ROAD & BRIDGE	7,243,776	7,192,992	7,187,438	7,383,971	5,911,348	7,880,002	8,144,682
HUMAN SERVICE	13,209,445	13,899,136	14,457,795	14,601,484	14,939,723	14,777,410	15,317,606
REGIONAL LIBRARY	342,709	342,709	392,709	392,709	392,709	392,709	392,709
LOCAL WATER IMPLEMENT							
ECONOMIC DEVELOPMENT							
IMC BONDS							
RISK MANAGEMENT		-300,000					
SOLID WASTE							
LANDFILL BONDS							
TRANSFER STATION BONDS							
TIF BONDS							
HRA LEASE							
RESERVES ENGINEERS			-600,000	-240,873		-1,100,000	
HUMAN SERVICE RESERVES				-240,873		-2,466,344	
RESERVES					-200,000	-487,450	-1,433,379
CAPITAL LEASE BOND	820,340	1,427,110	1,427,110	1,709,250	1,975,925	4,411,169	630,025
TOTAL	39,590,080	41,141,259	41,266,556	41,266,556	41,266,142	41,266,142	42,297,261
INCREASE/DECREASE	1,359,057	1,551,179	125,297	0	-414	0	1,031,119
VALUATION							
MARKET VALUE	5,416,093,419	5,474,544,218	5,418,294,597	5,646,214,559	5,905,978,774	7,456,919,234	8,099,548,327
TAX CAPACITY	59,867,066	60,178,628	58,208,723	62,304,334	63,835,076	81,836,299	87,789,881
TAX CAPACITY RATE	63.646%	66.007%	68.327%	63.983%	62.087%	48.945%	46.725%



2024 PROPOSED NET TAX CAPACITY LEVY AND MARKET VALUE TAXES (BOND PAYMENTS)

\$93,738,068





Proposed Tax Levy History

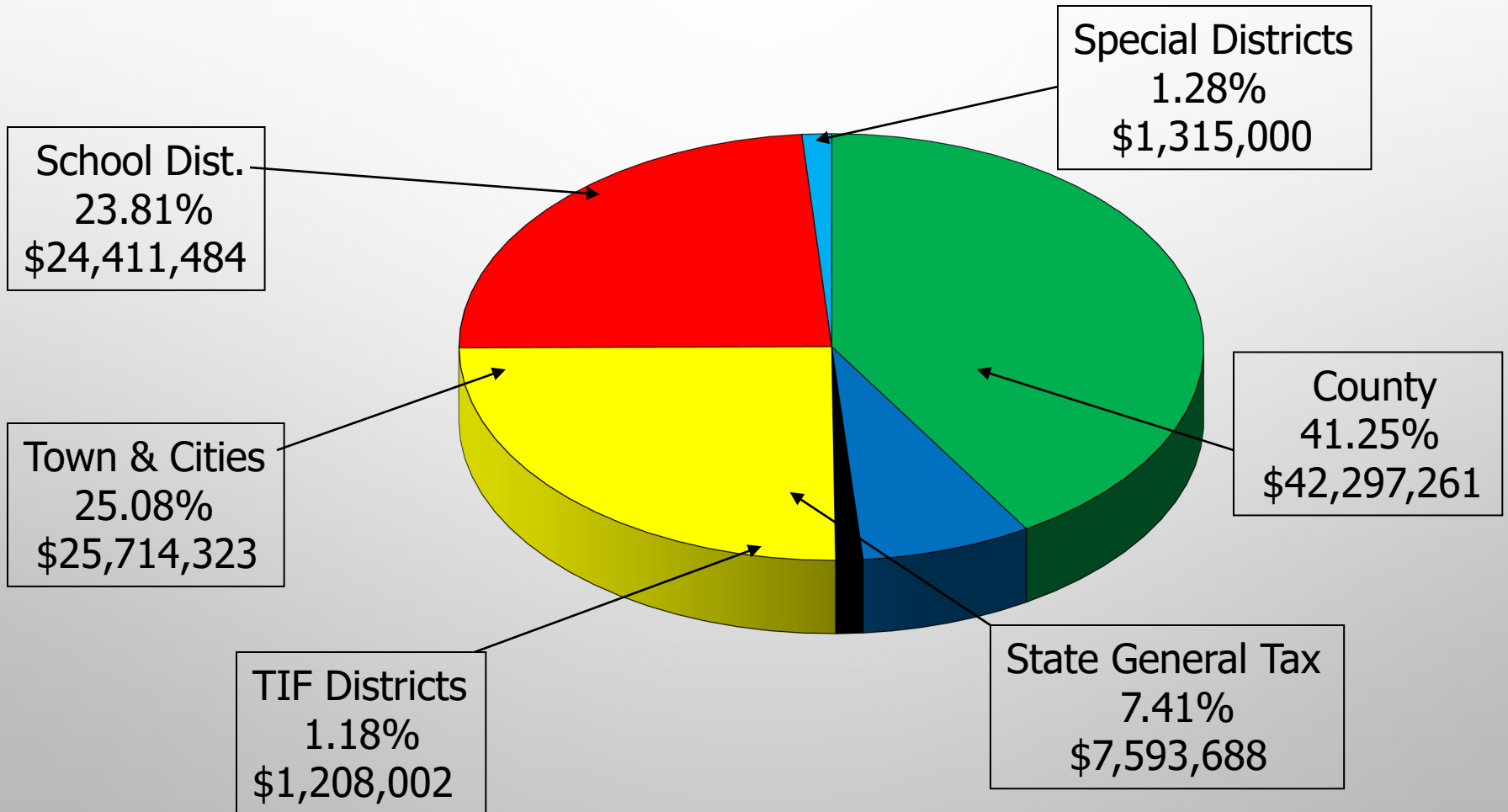
With referendums included

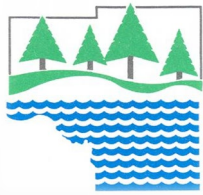
	2019	2020	2021	2022	2023	2024
SCHOOL DISTRICT	20,538,788	20,167,605	20,004,553	21,914,985	22,699,848	24,411,484
TOWNSHIPS & UNORG	5,856,421	5,814,101	6,165,016	6,371,465	7,074,559	6,881,145
CITIES	15,047,231	15,242,725	15,901,875	17,431,870	17,671,449	18,833,178
SPECIAL TAXING DISTRICTS	1,215,000	915,000	915,000	985,000	1,051,220	1,315,000
ITASCA COUNTY	41,141,259	42,095,056	41,266,556	41,266,142	41,266,142	42,297,261
TOTALS	83,798,699	84,234,487	84,253,000	87,969,462	89,763,218	93,738,068



2024 PROPOSED TAX ANALYSIS

\$102,539,758



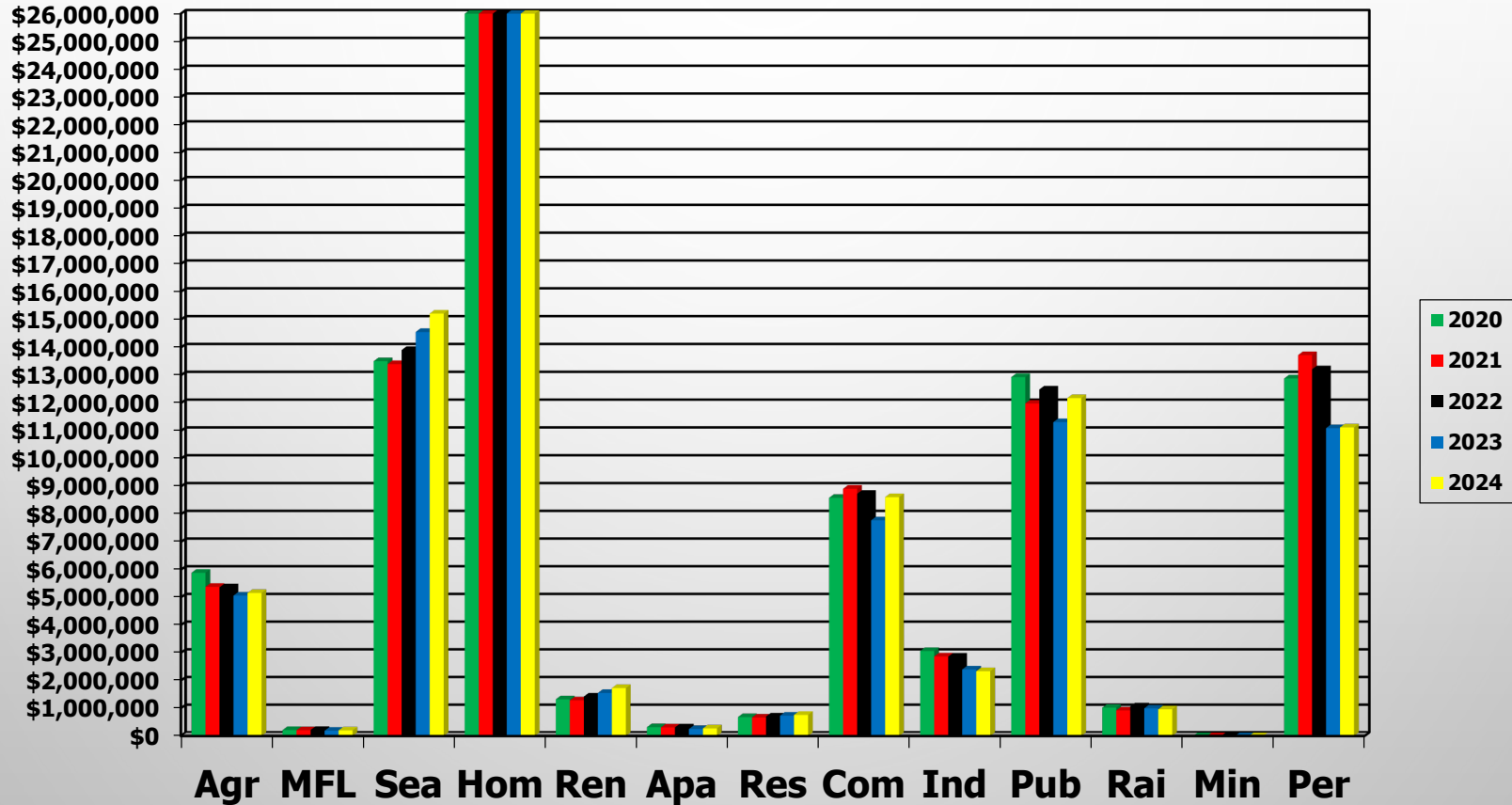


PROPERTY TAX ANALYSIS

CLASSIFICATION	2020	%	2021	%	2022	%	2023	%	2024	%
AGRICULTURAL Inc Rural Vac Land & Timber	5,891,180	6.30%	5,383,450	5.80%	5,366,918	5.60%	5,068,648	5.30%	5,162,546	5.09%
TIMBER										
MANAGED FOREST LAND	211,798	0.20%	206,544	0.20%	215,284	0.20%	187,938	0.20%	199,736	0.20%
SEASONAL REC.	13,508,754	14.60%	13,404,966	14.60%	13,912,430	14.50%	14,559,688	15.22%	15,220,212	15.01%
HOMESTEAD	32,020,240	34.60%	31,750,170	34.70%	35,276,752	36.90%	39,700,704	41.50%	42,814,880	42.22%
RENTAL(APARTMENTS) 4 or MORE	1,322,672	1.40%	1,284,810	1.40%	1,423,044	1.40%	1,551,872	1.62%	1,727,932	1.70%
APARTMENT GOVT	315,762	0.30%	307,438	0.30%	308,020	0.30%	251,476	0.26%	273,184	0.27%
RESORTS	680,902	0.70%	664,038	0.70%	701,420	0.70%	731,840	0.77%	759,148	0.75%
COMMERCIAL	8,598,920	9.70%	8,925,504	9.60%	8,745,290	9.15%	7,785,840	8.14%	8,623,508	8.50%
INDUSTRIAL	3,066,498	3.30%	2,870,600	3.10%	2,864,950	2.90%	2,399,822	2.51%	2,337,772	2.31%
PUBLIC UTILITY	12,938,032	13.90%	11,990,530	13.10%	12,491,108	13.00%	11,317,966	11.83%	12,184,582	12.02%
RAILROAD OPERATING	1,022,310	1.10%	923,124	1.00%	1,065,652	1.10%	998,030	1.04%	963,494	0.95%
MINERALS	856		620		654		556	0.00%	540	0.00%
PERSONAL PROPERTY	12,889,598	13.90%	13,728,302	15.00%	13,220,482	13.80%	11,103,404	11.61%	11,130,202	10.98%
TOTALS	92,467,522		91,440,096		95,592,004		95,657,784		101,397,736	



PROPERTY TAX ANALYSIS COMPARISON



AGR: includes Rural Vacant
Land and Timber

MFL: Managed Forest Land

THANK YOU FOR COMING

Questions will now be taken

