



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, December 19, 2023

2:30 PM

Itasca County Boardroom

FINAL

WORK SESSION MINUTES

I. CALL TO ORDER

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

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

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Add Item #6.18 (IEDC/CEDA Contracts) and approve the agenda, as amended.

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, December 12, 2023 County Board Special Session Re: IEDC Goals/Objectives and the minutes of the Tuesday, December 12, 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. RECOMMENDED FOR CONSENT AGENDA

No Recommended for Consent Agenda items were presented.

VI. DISCUSSION / INFORMATIONAL

1. Citizen Input

Itasca County Lobbyist Loren Solberg provided citizen input regarding his time serving as Itasca County Lobbyist.

2. Employee Expense Report Approval

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

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

3. Court Appointed Attorney Contracts

Motion To: Approve Court Appointed Attorney Contracts between Itasca County and Bill Thompson, Paul Schaffer, and Rachel Weiss effective January 1, 2024 through December 31, 2026 and authorize necessary signatures.

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

4. Flaherty & Hood Legislative Services Agreement

Motion To: Approve the Legislative Services Agreement between Itasca County and Flaherty & Hood, P.A. for the provision of state government relations and lobbying services during the 2024 legislative session, and authorize necessary signatures.

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

5. 2024 Legislative Priorities

Commissioners discussed legislative priorities.

It was the consensus of the County Board to direct staff to draft the 2024 Legislative Priorities based on the discussion and to draft a Request for Board Action (RBA) for approval at the County Board's January 2, 2024 Organizational/Work Session.

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

6. Re-appoint County Surveyor

Motion To: Reappoint Guy Carlson as County Surveyor effective December 31, 2023 for a four-year term expiring December 31, 2027, pursuant to M.S. 389.011, Subd. 2.

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

7. Self Haul Fee Increase

Motion To: Approve fee increases for Self Haul materials.

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

8. Approve Amended Mesabi Metallica Leases

Motion To: Approve the Short-Term Lease Agreement with Mesabi Metallica as amended during the December 12, 2023 Regular Session and direct staff to take action necessary to finalize lease.

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

9. 2022 Land Department Annual Report

Land Commissioner Kory Cease provided the 2022 Land Department Annual Report.

Motion To: Accept the Itasca County 2022 Land Department Annual Report.

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

It was the consensus of the County Board to add Hennepin vs. Tyler Resolution to the 2024 Legislative Priorities draft.

10. Request for Letter of Support

Motion To: Approve a Letter of Support for the M.N. Technology cannabis cultivation operation in Cohasset and authorize County Board Chair to sign said letter.

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

It was the consensus of the County Board to direct the County Attorney's office to draft this letter of support.

11. Bowstring Municipal Airport – Airport Layout Plan Grant Request

Motion To: Approve submission of a grant request to MnDOT Aeronautics for the Airport Layout Plan and Narrative Report at the Bowstring Municipal Airport in the amount of \$70,000 including a local match of \$3,500.

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

12. Compensation – Appointed Term and Appointed At-Will Employees

Motion To: Authorize a 2.65% wage increase for 2024 salaries for appointed term County Assessor, County Engineer, County Surveyor, County Veteran Services Officer and appointed at-will County Administrator and Health & Human Services Director.

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

13. Set 2024 Elected Official Salaries – County Auditor/Treasurer

Motion To: Adopt the Resolution Re: Year 2024 Salary for Elected Itasca County Auditor/Treasurer, setting the salary at \$126,945.

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

14. Set 2024 Elected Official Salaries – County Recorder

Motion To: Adopt the Resolution Re: Year 2024 Salary for Elected Itasca County Recorder, setting the salary at \$102,720.

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

15. Set 2024 Elected Official Salaries – County Sheriff

Motion To: Adopt the Resolution Re: Year 2024 Salary for Elected Itasca County Sheriff, setting the salary at \$126,945.

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

16. Set 2024 Elected Official Salaries – County Attorney

Motion To: Adopt the Resolution Re: Year 2024 Salary for Elected Itasca County Attorney, setting the salary at \$154,277.

RESULT:	APPROVED (3 TO 2)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Terry Snyder
AYES:	Cory Smith, Terry Snyder, John Johnson
NAYS:	Burl Ives, Casey Venema

17. Set 2024 Elected Official Salaries – County Commissioners/Chair

Motion To: Adopt the Resolution Re: Year 2024 Salary for Itasca County Board of Commissioners and County Board Chair, setting the salary at \$36,122.11 plus \$1,200 for the Chair, which is a 2.65% increase over 2023.

RESULT:	FAILED (2 TO 3)
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Casey Venema
AYES:	John Johnson, Casey Venema
NAYS:	Cory Smith, Terry Snyder, Burl Ives

Motion To: Adopt the Resolution Re: Year 2024 Salary for Itasca County Board of Commissioners and County Board Chair, setting the salary at \$35,189.59 plus \$1,200 for the Chair, which is a 0% increase over 2023.

RESULT:	APPROVED (3 TO 2)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, Burl Ives
NAYS:	John Johnson, Casey Venema

18. IEDC/CEDA Contracts

Motion To: Establish clear, concise, and measurable expectations for both Itasca Economic Development Corporation (IEDC) and Community and Economic Development Associates (CEDA) and that 2024 funding be held until contracts are appropriately concluded and signed.

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

VII. COMMITTEE REPORTS

Commissioner Venema reported on his attendance at the recent Range Association Municipalities and Schools (RAMS) Annual Dinner, as well as various city council meetings.

Commissioner Johnson reported on a follow-up meeting he had with Environmental Services Coordinator Greg Stoltz relative to his recent visit to DemCon, as well as a recent meeting with Eric Simonson from Flaherty & Hood regarding legislative priorities.

Commissioner Snyder reported on his attendance at a recent Trails Task Force meeting, as well as continued follow-up meetings regarding the ongoing snowmobile club trail liability insurance issue.

Commissioner Ives reported on his attendance at recent Trails Task Force and Itasca Economic Development Corporation (IEDC) meetings, as well as continued follow-up meetings regarding the ongoing snowmobile club trail liability insurance issue and an upcoming Northeast Minnesota Office of Job Training (NEMOJT) meeting.

VIII. ADMINISTRATOR UPDATE

County Administrator Brett Skyles provided an Administrator Update, including information regarding Fifth Street being mostly open as the Correctional Facility/Courts project continues.

IX. COMMISSIONER COMMENTS

Commissioner Smith provided comment to urge everybody on area lakes to be mindful of ice safety.

Commissioner Johnson provided comment regarding Grand Village surplus land.

Commissioner Ives provided comments of thankfulness to all that assisted him to serve as the 2023 County Board Chair.

RECESS

Chair Ives recessed the meeting at 4:23 PM.

RECONVENE

Chair Ives reconvened the meeting at 4:43 PM, with all members present.

X. CLOSED SESSIONS**1. Closed Litigation Session – Gau Tax Petition**

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

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

Others Present: County Attorney Matti Adam, County Assessor Amber Peratalo, County Auditor/Treasurer Austin Rohling, Assistant County Attorney Jonathan Tule, County Administrator Brett Skyles, and Deputy Clerk of the County Board Amanda Schultz.

Motion To: Go into Open Session.

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

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

2. Closed Session Re: County Administrator Annual Performance Review

Motion To: Go into a Closed Session per MN Statutes 13D.05, Subd. 3, to conduct County Administrator Brett Skyles' Annual Performance Review.

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

Others Present: County Administrator Brett Skyles, and Deputy Clerk of the County Board Amanda Schultz.

Motion To: Go into Open Session.

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

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

XI. ADJOURN

Chair Ives adjourned the meeting at 6:17 PM.

ATTEST



John Johnson
Chair of the County Board



Brett Skyles
Clerk of the County Board



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, December 19, 2023

RESOLUTION 2023-57

RE: YEAR 2024 SALARY FOR ELECTED ITASCA COUNTY AUDITOR/TREASURER

WHEREAS, Minnesota Statutes 384.151 and 385.373 provides for the establishment of compensation for services rendered by the County Auditor/Treasurer.

NOW THEREFORE BE IT RESOLVED, that effective January 1, 2024, the salary for this elected position be \$126,945.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Burl Ives
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 19th 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 19th 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 19, 2023

RESOLUTION 2023-58

RE: YEAR 2024 SALARY FOR ELECTED ITASCA COUNTY RECORDER

WHEREAS, Minnesota Statutes 386.015 provides for the establishment of compensation for services rendered by the County Recorder.

NOW THEREFORE BE IT RESOLVED, that effective January 1, 2024, the salary for this elected position be \$102,720.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Cory Smith
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 19th 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 19th 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 19, 2023

RESOLUTION 2023-59

RE: YEAR 2024 SALARY FOR ELECTED ITASCA COUNTY SHERIFF

WHEREAS, Minnesota Statutes 387.20 provides for the establishment of compensation for services rendered by the County Sheriff.

NOW THEREFORE BE IT RESOLVED, that effective January 1, 2024, the salary for this elected position be \$126,945.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner John Johnson
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 19th 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 19th 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 19, 2023

RESOLUTION 2023-60

RE: YEAR 2024 SALARY FOR ELECTED ITASCA COUNTY ATTORNEY

WHEREAS, Minnesota Statutes 388.18 provides for the establishment of compensation for services rendered by the County Attorney.

NOW THEREFORE BE IT RESOLVED, that effective January 1, 2024, the salary for this elected position be \$154,277.

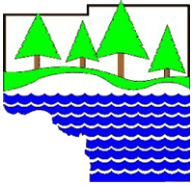
RESULT:	APPROVED (3 TO 2)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Terry Snyder
AYES:	Cory Smith, Terry Snyder, John Johnson
NAYS:	Burl Ives, Casey Venema

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 19th 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 19th 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 19, 2023

RESOLUTION 2023-61

RE: YEAR 2024 SALARY FOR ITASCA COUNTY BOARD OF COMMISSIONERS AND COUNTY BOARD CHAIR

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

WHEREAS, Minnesota Statutes 375.055 provides that a change in a County Commissioner's salary shall not be effective until January 1st of the next year; and

WHEREAS, Minnesota Statutes 375.055 provides that the salary of a County Commissioner shall not change except in accordance with M.S. 375.055; and

WHEREAS, the Chair of the Itasca County Board of Commissioners is to receive an additional \$1,200.00 per year for duties as Chair.

NOW THEREFORE BE IT RESOLVED, that the Year 2024 salary for Itasca County Commissioner be established at \$35,189.59.

BE IT FURTHER RESOLVED, that the Year 2024 salary for the Itasca County Board of Commissioners Chair be established at \$35,189.59, with an additional \$1,200.00 payable for Chair duties, for a total of \$36,389.59.

BE IT FURTHER RESOLVED, that publication of this action and resolution be printed in the official newspaper of the County as part of the proceedings of the meetings of the County Board, and in one other newspaper, in a different municipality than the official newspaper.

RESULT:	APPROVED (3 TO 2)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, Burl Ives
NAYS:	John Johnson, 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 19th 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 19th day of December A.D. 2023.

Administrator



December 19, 2023

Chair:

PULL: None

ADDITIONS:

1. IEDC/CEDA Contracts (Item #6.18)

CHANGES: None

INFORMATIONAL: None



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, December 12, 2023

12:00 PM

Itasca County Boardroom

DRAFT

SPECIAL SESSION MINUTES

I. CALL TO ORDER

Chair Ives called the meeting to order at 12:04 PM.

Attendee Name	Title	Status	Arrived
Cory Smith	District #1	Present	12:04 PM
Terry Snyder	District #2	Present	12:04 PM
John Johnson	District #3	Present	12:04 PM
Burl Ives	District #4	Present	12:04 PM
Casey Venema	District #5	Present	12:04 PM

II. REGULAR AGENDA

1. IEDC Goals/Objectives

Tamara Lowney, Nichole Arbour and Brad Dolinski provided an Itasca Economic Development Corporation (IEDC) update.

Discussion took place regarding IEDC goals and objectives. By consensus of the County Board, the following items were mentioned as initial considerations:

- Measurable outreach to the greater Itasca County area
- Attraction of new businesses, maintenance and training for current businesses
- Creation of a shovel-ready sites list

Further discussion will take at a future meeting to determine final goals and objectives.

RESULT: INFORMATIONAL - NO ACTION TAKEN

III. ADJOURN

Chair Ives adjourned the meeting at 1:29 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
(218) 327-2847

Tuesday, December 12, 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	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
----------------	--

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
----------------	--

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
----------------	--

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 19, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2812

DEPARTMENT: Administrative Services

TIME REQUESTED: 10 Minutes

PRESENTER: Chair

AGENDA ITEM:

Citizen Input

BOARD ACTION REQUESTED:

Receive Citizen Input

BACKGROUND:

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

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, December 19, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3387

DEPARTMENT: Auditor / Treasurer

TIME REQUESTED: < 5 Minutes

PRESENTER: Gail Guck

AGENDA ITEM:

Employee Expense Report Approval

BOARD ACTION REQUESTED:

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

BACKGROUND:

Based on County policy, these expenses must be approved by the County Board.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Venema Expenses

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, December 19, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3370

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Court Appointed Attorney Contracts

BOARD ACTION REQUESTED:

Approve Court Appointed Attorney Contracts between Itasca County and Bill Thompson, Paul Shaffer, and Rachel Weiss effective January 1, 2024 through December 31, 2026 and authorize necessary signatures.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. 2024-2026 Bill Thompson
2. 2024-2026 Paul Shaffer
3. 2024-2026 Rachel Weis

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

CONTRACT FOR LEGAL SERVICES FOR COURT APPOINTED ATTORNEYS

Itasca County Agreement for Attorney Services

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

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

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

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

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

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

NOW, THEREFORE, ITS IS AGREED:

Requirements of Services Provided:

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

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

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

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

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

General Conditions:

1. TERM: The term of this agreement will be from January 1, 2024, to and including December 31, 2026, the date of the signatures of the parties notwithstanding. All services performed and costs incurred on or after January 1, 2024, up to and including

December 31, 2026, shall be reimbursable solely in accordance with the terms of this Contract. This Contract may be renewed on an annual basis if mutually agreed to by the parties, with notice to renew occurring on or before December 1 in the year that the Contract expires.

2. COMPENSATION: In consideration of all services and all incidental costs, expenses and materials provided for by Counsel under the terms of the Contract, County agrees to pay Counsel: 2024 - \$71,737
2025 - \$74,607
2026 - \$77,591

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

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

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

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

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

6. INDEPENDENT CONTRACTOR: Counsel hereunder is an independent contractor, and nothing contained herein shall be construed to create the relationship of an employer and employee between the County and Counsel or Counsel's agents, servants, or employees. Counsel shall at all times be free to exercise independent, professional judgment and discretion as to how best to perform or provide services. Counsel acknowledges and agrees that Counsel, Counsel's agents, servants and employees are

not entitled to receive any of the benefits received by County employees and are not eligible for workers' or unemployment compensation benefits. Counsel also acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise will be made from payments due to Counsel under the Contract and that it is Counsel's sole obligation to comply with applicable provisions of Federal and State Laws.

7. **INDEMNIFICATION:** Counsel shall indemnify, hold harmless and defend County, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees, which the County, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any negligent or willful act or omission of Counsel, its agents, servants or employees in the execution, performance or failure to adequately perform Counsel's obligation pursuant to the Contract.
8. **INSURANCE:**
 - a. **PROFESSIONAL LIABILITY INSURANCE:** Counsel shall at all times maintain professional liability insurance in an amount equal to the maximum potential tort liability for counties as enumerated in M.S. 466.04. Additionally, Itasca County shall be named as an additional insured on such policy. Further, Counsel shall submit proof of coverage at the beginning of the term of the Contract by no later than February 28, 2023 and by January 31 of any subsequent year within which the Contract is mutually extended by the parties.
 - b. **WORKER'S COMPENSATION INSURANCE:** Counsel shall have and keep in force at its expense worker's compensation insurance if applicable.
 - c. **OTHER:** Counsel is responsible for identifying and obtaining and keeping in force any other insurances necessary to fulfill the terms of this Contract.
9. **NON-DISCRIMINATION:** Counsel agrees to comply with the nondiscrimination provision set forth in Minnesota Statute 181.59. Counsel's failure to comply with section 181.59 may result in cancellation or termination of the agreement, and all money due or to become due under the Contract may be forfeited for a second or any subsequent violation of the terms or conditions of this Contract.
10. **DATA PRIVACY:** Counsel is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (Act), as amended and the Rules implementing the Act now in force or as amended. Counsel must comply with those requirements as if it is a governmental entity. The remedies contained in section 13.08 of the Act shall apply to Counsel.
11. **AUDITS:** Pursuant to Minnesota Statute 16C.05, Counsel, upon written request, shall make available to the County, the State Auditor, or the County's ultimate funding sources, a copy of this Contract, and the books, documents, records, and accounting

procedures and practices of Counsel relating to this Contract, for a minimum of six (6) years from the last date of furnishing services under this contract.

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

Date _____

Itasca County Board Chair

Date _____

Itasca County Administrator

Date _____

Counsel

APPROVED AS TO FORM:

Date _____

Matti Adam
Itasca County Attorney

CONTRACT FOR LEGAL SERVICES FOR COURT APPOINTED ATTORNEYS

Itasca County Agreement for Attorney Services

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

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

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

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

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

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

NOW, THEREFORE, ITS IS AGREED:

Requirements of Services Provided:

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

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

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

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

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

General Conditions:

1. TERM: The term of this agreement will be from January 1, 2024, to and including December 31, 2026, the date of the signatures of the parties notwithstanding. All services performed and costs incurred on or after January 1, 2024, up to and including

December 31, 2026, shall be reimbursable solely in accordance with the terms of this Contract. This Contract may be renewed on an annual basis if mutually agreed to by the parties, with notice to renew occurring on or before December 1 in the year that the Contract expires.

2. COMPENSATION: In consideration of all services and all incidental costs, expenses and materials provided for by Counsel under the terms of the Contract, County agrees to pay Counsel: 2024 - \$71,737
2025 - \$74,607
2026 - \$77,591

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

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

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

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

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

6. INDEPENDENT CONTRACTOR: Counsel hereunder is an independent contractor, and nothing contained herein shall be construed to create the relationship of an employer and employee between the County and Counsel or Counsel's agents, servants, or employees. Counsel shall at all times be free to exercise independent, professional judgment and discretion as to how best to perform or provide services. Counsel acknowledges and agrees that Counsel, Counsel's agents, servants and employees are

not entitled to receive any of the benefits received by County employees and are not eligible for workers' or unemployment compensation benefits. Counsel also acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise will be made from payments due to Counsel under the Contract and that it is Counsel's sole obligation to comply with applicable provisions of Federal and State Laws.

7. **INDEMNIFICATION:** Counsel shall indemnify, hold harmless and defend County, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees, which the County, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any negligent or willful act or omission of Counsel, its agents, servants or employees in the execution, performance or failure to adequately perform Counsel's obligation pursuant to the Contract.
8. **INSURANCE:**
 - a. **PROFESSIONAL LIABILITY INSURANCE:** Counsel shall at all times maintain professional liability insurance in an amount equal to the maximum potential tort liability for counties as enumerated in M.S. 466.04. Additionally, Itasca County shall be named as an additional insured on such policy. Further, Counsel shall submit proof of coverage at the beginning of the term of the Contract by no later than February 28, 2023 and by January 31 of any subsequent year within which the Contract is mutually extended by the parties.
 - b. **WORKER'S COMPENSATION INSURANCE:** Counsel shall have and keep in force at its expense worker's compensation insurance if applicable.
 - c. **OTHER:** Counsel is responsible for identifying and obtaining and keeping in force any other insurances necessary to fulfill the terms of this Contract.
9. **NON-DISCRIMINATION:** Counsel agrees to comply with the nondiscrimination provision set forth in Minnesota Statute 181.59. Counsel's failure to comply with section 181.59 may result in cancellation or termination of the agreement, and all money due or to become due under the Contract may be forfeited for a second or any subsequent violation of the terms or conditions of this Contract.
10. **DATA PRIVACY:** Counsel is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (Act), as amended and the Rules implementing the Act now in force or as amended. Counsel must comply with those requirements as if it is a governmental entity. The remedies contained in section 13.08 of the Act shall apply to Counsel.
11. **AUDITS:** Pursuant to Minnesota Statute 16C.05, Counsel, upon written request, shall make available to the County, the State Auditor, or the County's ultimate funding sources, a copy of this Contract, and the books, documents, records, and accounting

procedures and practices of Counsel relating to this Contract, for a minimum of six (6) years from the last date of furnishing services under this contract.

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

Date _____

Itasca County Board Chair

Date _____

Itasca County Administrator

Date _____

Counsel

APPROVED AS TO FORM:

Date _____

Matti Adam
Itasca County Attorney

CONTRACT FOR LEGAL SERVICES FOR COURT APPOINTED ATTORNEYS

Itasca County Agreement for Attorney Services

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

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

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

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

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

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

NOW, THEREFORE, ITS IS AGREED:

Requirements of Services Provided:

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

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

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

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

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

General Conditions:

1. TERM: The term of this agreement will be from January 1, 2024, to and including December 31, 2026, the date of the signatures of the parties notwithstanding. All services performed and costs incurred on or after January 1, 2024, up to and including

December 31, 2026, shall be reimbursable solely in accordance with the terms of this Contract. This Contract may be renewed on an annual basis if mutually agreed to by the parties, with notice to renew occurring on or before December 1 in the year that the Contract expires.

2. COMPENSATION: In consideration of all services and all incidental costs, expenses and materials provided for by Counsel under the terms of the Contract, County agrees to pay Counsel: 2024 - \$71,737
2025 - \$74,607
2026 - \$77,591

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

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

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

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

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

6. INDEPENDENT CONTRACTOR: Counsel hereunder is an independent contractor, and nothing contained herein shall be construed to create the relationship of an employer and employee between the County and Counsel or Counsel's agents, servants, or employees. Counsel shall at all times be free to exercise independent, professional judgment and discretion as to how best to perform or provide services. Counsel acknowledges and agrees that Counsel, Counsel's agents, servants and employees are

not entitled to receive any of the benefits received by County employees and are not eligible for workers' or unemployment compensation benefits. Counsel also acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise will be made from payments due to Counsel under the Contract and that it is Counsel's sole obligation to comply with applicable provisions of Federal and State Laws.

7. INDEMNIFICATION: Counsel shall indemnify, hold harmless and defend County, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees, which the County, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any negligent or willful act or omission of Counsel, its agents, servants or employees in the execution, performance or failure to adequately perform Counsel's obligation pursuant to the Contract.
8. INSURANCE:
 - a. PROFESSIONAL LIABILITY INSURANCE: Counsel shall at all times maintain professional liability insurance in an amount equal to the maximum potential tort liability for counties as enumerated in M.S. 466.04. Additionally, Itasca County shall be named as an additional insured on such policy. Further, Counsel shall submit proof of coverage at the beginning of the term of the Contract by no later than February 28, 2023 and by January 31 of any subsequent year within which the Contract is mutually extended by the parties.
 - b. WORKER'S COMPENSATION INSURANCE: Counsel shall have and keep in force at its expense worker's compensation insurance if applicable.
 - c. OTHER: Counsel is responsible for identifying and obtaining and keeping in force any other insurances necessary to fulfill the terms of this Contract.
9. NON-DISCRIMINATION: Counsel agrees to comply with the nondiscrimination provision set forth in Minnesota Statute 181.59. Counsel's failure to comply with section 181.59 may result in cancellation or termination of the agreement, and all money due or to become due under the Contract may be forfeited for a second or any subsequent violation of the terms or conditions of this Contract.
10. DATA PRIVACY: Counsel is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (Act), as amended and the Rules implementing the Act now in force or as amended. Counsel must comply with those requirements as if it is a governmental entity. The remedies contained in section 13.08 of the Act shall apply to Counsel.
11. AUDITS: Pursuant to Minnesota Statute 16C.05, Counsel, upon written request, shall make available to the County, the State Auditor, or the County's ultimate funding sources, a copy of this Contract, and the books, documents, records, and accounting

procedures and practices of Counsel relating to this Contract, for a minimum of six (6) years from the last date of furnishing services under this contract.

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

Date _____

Itasca County Board Chair

Date _____

Itasca County Administrator

Date _____

Counsel

APPROVED AS TO FORM:

Date _____

Matti Adam
Itasca County Attorney



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, December 19, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3371

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Flaherty & Hood Legislative Services Agreement

BOARD ACTION REQUESTED:

Approve the Legislative Services Agreement between Itasca County and Flaherty & Hood, P.A. for the provision of state government relations and lobbying services during the 2024 legislative session, and authorize necessary signatures.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Flaherty & Hood Legislative Services Agreement - Itasca County

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

December 1, 2023

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

Dear Mr. Skyles,

Thank you for considering our firm to represent Itasca County at the state legislature. This letter serves as an agreement for Flaherty & Hood, P.A. to provide state government relations and lobbying services to the County during the 2024 legislative session.

Scope of Services

While specific issues will be identified by Itasca County with strategic guidance from Flaherty & Hood, we anticipate that our work under this proposal will include the following:

- Monitoring legislation for issues that directly impact Itasca County's interests and operations
- Securing funding for local projects
- Advancing the County's interests on the subject of Payment in Lieu of Taxes
- Deepening the County's legislative and administrative engagement on tax base and economic issues related to the impending retirement of Minnesota Power's Boswell Plant
- Monitoring and responding to legislative action on issues related to county-based purchasing for health plans
- Protecting the County's interests related to Itasca's county-owned nursing home
- Representing the County's interests in potential legislative and regulatory issues related to the siting of a solid waste facility
- Focusing on Itasca County's list of legislative priorities

In addition to the issues listed above, Flaherty & Hood will continue to assist the County on issues related to funding of Highway 169 improvements and the creation of a coalition to advance that cause.

Compensation and Project Management

The cost of the services outlined in this agreement is \$45,000. This is a flat fee rate that will be billed in four installments of \$11,250 with invoices in January, April, July, and October 2024. There may be additional reasonable expenses such as printing, postage, travel, and meal expenses related to the execution of County business that will be billed separately.

If selected to provide legislative services, Flaherty & Hood Senior Attorney/Lobbyist Shane Zahrt will serve as the primary contact for Itasca County. As head of the lobbying practice, Shareholder Attorney/Lobbyist Bradley Peterson will be ultimately responsible for the delivery of services to Itasca County. In addition, Flaherty & Hood will continue to maintain a consultant relationship with Loren Solberg, whose experience and contacts both in Itasca County and at the Capitol are unmatched. The partnership between our firm and Mr. Solberg brings continuity that will ease the County's transition to new legislative representation.

Term of Services

The term of services would commence upon approval by the Itasca County Board and run through December 31, 2024. This agreement may be terminated by Itasca County or the Firm by giving 30 days written notice to the other party, and any amounts due and owing up to such time will be promptly billed and paid.

Environmental Services

As a County that confronts a range of environmental and land use issues, Itasca County may find value in Flaherty & Hood's environmental legal services at a future date. Flaherty & Hood has built an environmental legal practice that helps communities across the state navigate the complexities of federal and state environmental regulations. Our attorneys within the practice have extensive experience working with the Minnesota Department of Natural Resources, the Minnesota Pollution Control Agency, the Minnesota Environmental Quality Board, the Minnesota Department of Health, and other state departments and agencies. These partnerships give us a unique capacity to assist clients with legal, administrative, and legislative environmental issues. If necessary, rates for environmental matters will be negotiated on a per-case basis.

Actual or Potential Conflicts of Interests

Like other contract lobbying firms, Flaherty & Hood represents a range of clients that have significant and similar interests. Through our representation of various coalitions of local governments, Flaherty & Hood works with several cities located within Itasca County. This includes the City of Cohasset as a member of the Coalition of Utility Cities, as well as others, including Keewatin, Nashauk, Grand Rapids, and Cohasset, as members of the Coalition of Greater Minnesota Cities.

Flaherty & Hood also provides representation to entities such as the U.S. Highway 14 Partnership, Duluth Seaway Port Authority, and some individual local governments which have legislative priorities in issues related to transportation, land use, environment, tax policy, capital investment, and economic development, but whose priorities do not conflict with those of Itasca County. As far as the firm is aware, neither Flaherty & Hood nor any of the firm's attorneys or staff represent any client which may conflict with the firm's ability to meet Itasca County's legislative needs.

In the unlikely event that a conflict does arise, Flaherty & Hood will immediately engage both parties to come to a mutually satisfactory resolution.

Conclusion

Flaherty & Hood is pleased to provide this proposal for legislative services to Itasca County, and we are confident that we can have a significant impact on advancing your project and protecting your interests.

If the proposal contained in this letter meets your approval, please sign, and return one copy to Flaherty & Hood and retain a copy for your records.

Very truly yours,

FLAHERTY & HOOD, P.A.

By:



Bradley Peterson, Shareholder Attorney

Accepted
by:

Brett Skyles, County Administrator, Itasca County



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, December 19, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3364

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

2024 Legislative Priorities

BOARD ACTION REQUESTED:

Review and approve the 2024 Legislative Priorities.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. 2024 LEGISLATIVE PRIORITIES
2. 2023 Legislative Priorities FINAL
3. 2024 Legislative Priorities DRAFT

It was the consensus of the County Board to direct staff to draft the 2024 Legislative Priorities based on discussion and to draft a Request for Board Action (RBA) for approval at the County Board's January 2, 2024 Organizational/Work Session.

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

2024 LEGISLATIVE PRIORITIES FOR DISCUSSION

HHS

- Appropriate reimbursement on ICWA funding based on costs and utilization
- Require DHS to follow state statute regarding Medicaid/Medicare advantage/Special Needs Basic Care Procurement processes
- Permanent solution to Anoka Regional Treatment Center cost shift to Counties

HR

- Increase Legislative incentives (student loan repayment) to attract employees to local government positions

TRANS

- Substantial bridge bonding bill

WMMPB

- Highway 169 major improvement
Continue steps toward realigning and constructing four lane highway to replace current eight-mile two lane highway segment; involvement in coalition, advisory role to MN DOT, follow up if congressional earmarks are granted.
- Rising Pit Water in Canisteo and Hill Annex-Arcturus pit complexes
Monitor DNR progress to control rising Canisteo pit water and stabilize pit water at acceptable level in a manner that does not hinder or encumber future iron ore mining and support action to obtain operating and maintenance funds; monitor DNR involvement and progress with Arcturus to Hill Annex rising pit water and lead or support planning and capital funding efforts.
- Long Term Stability for Hill Annex Mine State Park
Ensure long term operation and maintenance of the park to at least 2016 levels until such time as active mining resumes, formally establishes advisory council, improved security for park assets, including letter of support or other action.
- Zoning and Mining Overlay Review and Education
Review provisions of Itasca County zoning iron mining overlay district, review use in practice of the overlay provision and identify possible changes, integration of county overlay with municipal zoning maps and

rules, education of officials, administrators and others, identification of needed updates or modifications.

Other 2024 Priority Items that would or might need legislative action:

- Changes in state or federal law or policy to provide for shorter permitting time and establishing limits on federal/state evaluation and permitting of mining/minerals projects and challenges, possible collaboration with IEDC or others Identifying temporary uses of mine land for non-mining uses while providing means for discontinuing temporary uses to avoid encumbering or discouraging future use of the mineral resource.
- Encouraging or developing policies and programs to educate and train local workforce for entry into attractive mining and related jobs.
- Support resolution of wild rice/sulfate issues related to mining: presentation, understand issues/challenges/identify solutions.

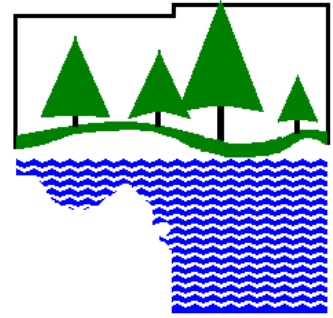
Other 2024 Priority Items that do NOT need legislative action:

- Increased Board and local government participation in state mining/mineral decisions and permitting (***Advisory Committee recommendation***)
- Form a working group with technically and professionally experienced local personnel to advise and assist county, city, and township governments in mining/mineral decision making from permits to mine to leasing (***Advisory committee recommendation***)
- Work to revise current state statute, rules, and lease terms regarding segregation of mine lean ore and overburden materials and cover on stockpiles being reclaimed including a technical advisory subgroup if needed (***Advisory Committee recommendation***)
- One or more educational field trips to active, developing, or production mining/minerals sites or related topics and sites (*Advisory Committee recommendation*)
- Encourage mining and related companies to provide periodic updates about their projects and plans to the Board.
- Educational and informational presentations to county board, city councils, town boards, school boards, and community groups by local expertise and out-of-area presenters, could include information booth at county fair (***Advisory Committee recommendation***)
- Improve communication of WMMPB and mining/minerals related news to the local communities (*Advisory Committee recommendation*)
- Identification and recruitment of businesses for investing in local value-added processing of minerals that are produced locally.
- Consider value-added development of projects based upon locally sourced minerals

- Support efforts of local governments to make mining accessible to the public, through improvements at Calumet City Parks near Hill Annex Mine State Park, and at the LaRue Mine Pit in the city of Nashwauk.
- Support completion and implementation of the historic mining district tour now under development.

ITASCA COUNTY

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



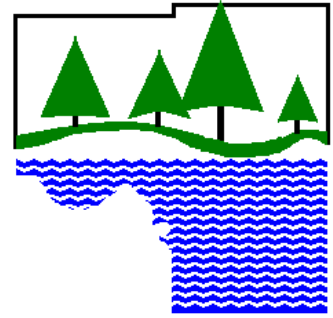
Itasca County 2023 Legislative Priorities

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

Equal Opportunity Employer

ITASCA COUNTY

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



Itasca County 2024 Legislative Priorities DRAFT

- Canisteo Mine Pit – Dewatering efforts.
- Hwy 169 – Support efforts for double lane completion.
- Increased PILT reimbursement.
- Increased County Program Aid – direct reduction to property tax.
- Property Valuation Caps – Pass legislation that limits year over year property valuation increases.
- Anoka Regional Treatment Center cost shift to Counties – placements cost County's over \$40,000 per month with little or no input from the County.
- Appropriate reimbursement on ICWA funding based on costs and utilization.
- Tort Law Updates
- EMS Funding
- Discussions with State/DNR Re: Wolf Issue
- Harvest Tax for moving resources from one county to another
- Sunset of Coal Generation Electricity
- Hennepin vs Tyler Resolution



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, December 19, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3386

DEPARTMENT: Human Resources

TIME REQUESTED: < 5 Minutes

PRESENTER: Janet Borth

AGENDA ITEM:

Re-appoint County Surveyor

BOARD ACTION REQUESTED:

Re-appoint Guy Carlson as County Surveyor effective December 31, 2023 for a four-year term expiring December 31, 2028, pursuant to M.S. 389.011, Subd. 2.

BACKGROUND:

Mr. Carlson has been serving as the County Surveyor since August 9, 2016, with his last reappointment effective December 31, 2019.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. M.S. 389.011

Motion To: Reappoint Guy Carlson as County Surveyor effective December 31, 2023 for a four-year term expiring December 31, 2027, pursuant to M.S. 389.011, Subd. 2.

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

389.011 QUALIFICATIONS; FORMALITIES; PERFORMANCE OF DUTIES.

Subdivision 1. **Qualifications.** A county surveyor elected or appointed after July 1, 1961, or a surveyor designated to perform the professional duties of a county surveyor after July 1, 1961, must be licensed in Minnesota as a land surveyor as provided in chapter 326. The professional duties of a county surveyor include any of the duties involved in the practice of land surveying as provided in chapter 326. A county surveyor or other surveyor designated to perform the duties of a county surveyor must be licensed in Minnesota as a land surveyor while holding such office or while such designation is in effect. Failure on the part of a land surveyor to keep the license current is grounds for the board of county commissioners to declare the office vacant and to appoint a qualified person to such office. As used in this section, the term land surveyor means a surveyor licensed in Minnesota as a land surveyor.

A county surveyor or other licensed surveyor designated to perform the duties of a county surveyor after July 1, 1961, before entering upon duties, in addition to such bond and oath of office as is required to be filed, shall record certified evidence of license as a land surveyor with the county recorder and each license period thereafter while holding such office or designation shall record certified evidence of the license renewal for the then current period with the county recorder on or before the license expiration date.

A county surveyor holding that office on July 1, 1961, who was elected or appointed for a term beginning prior to July 1, 1959, is eligible for reelection or appointment to the office of county surveyor in the county in which last elected or appointed if subsequently elected or appointed to that office while not a licensed land surveyor, in lieu of a license as a land surveyor, the county surveyor shall record with the county recorder a certified copy of the certificate of election or the resolution of appointment for the term beginning prior to July 1, 1959.

Subd. 2. **Election, term, appointment.** (1) In a county in which the office of county surveyor has not been abolished by law the board of county commissioners may by resolution adopted at least six months before the end of the term of the office of county surveyor declare its intention to fill the office by appointment. Having adopted the resolution the board of county commissioners shall fill the office of county surveyor by appointment of a land surveyor to the office not less than 30 days before the end of the term of office of the incumbent. When so appointed the county surveyor serves for such term as determined by the board beginning with the expiration of the term of the incumbent but not exceeding four years.

(2) In a county where the office of county surveyor has not been made appointive under the provisions of this section or abolished under other provisions of law, a county surveyor must be elected in the manner provided by law. The term of office of the county surveyor is four years and until a successor is elected and qualified, and begins on the first day of January next succeeding the election.

(3) If the office of county surveyor is vacant by reason of no qualified person having been elected to the office or the board of county commissioners having failed to appoint a person to the office, or is otherwise vacant, and no land surveyor has been designated to perform the professional duties of the office and there are duties which prior to January 1, 1961, had been the responsibility of the county surveyor, the officer requiring these duties to be performed may retain a land surveyor to perform the duties at the compensation set by the county board.

Subd. 3. **Bond, oath.** A county surveyor appointed or elected after July 1, 1961, before entering on duties shall give bond to the state, approved by the county board, in the sum of \$2,000 conditioned on the faithful discharge of the duties. The bond, together with the surveyor's oath, and certified evidence of a license as a land surveyor or the certificate of election must be recorded with the county recorder.

Subd. 4. **County residency not required.** Notwithstanding any other provision of law a land surveyor appointed by a board of county commissioners as a county surveyor, or a land surveyor designated by the board to perform the duties of county surveyor, need not be a resident of the county in which appointed as county surveyor or designated to perform the duties of county surveyor.

History: *1961 c 379 s 1; 1963 c 693 s 1; 1973 c 524 s 7; 1976 c 181 s 2; 1986 c 365 s 14; 1986 c 444; 2005 c 4 s 94,95*



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, December 19, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3376

DEPARTMENT: Environmental Services

TIME REQUESTED: 5 Minutes

PRESENTER: Greg Stoltz

AGENDA ITEM:

Self Haul Fee Increase

BOARD ACTION REQUESTED:

Approve fee increases for Self Haul materials.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Self Haul Tons
2. Proposed
3. New Price Sheet

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

MSW SELF-HAUL TONS		COST PER TON	EST. REVENUE @ \$2.00/33GAL	EST. REVENUE @ \$3.00/33GAL
		\$131.89	**\$91.12	**\$136.67
2018	5275.59 tons	\$695,797.56	\$480,711.76	\$721,014.88
2019	5580.78 tons	\$736,049.07	\$508,520.67	\$762,725.20
2020	6786.15 tons	\$895,025.32	\$618,353.98	\$927,463.12
2021	6832.79 tons	\$901,176.67	\$622,603.82	\$933,837.40
2022	6981.29 tons	\$920,762.33	\$636,135.14	\$954,132.90
2023	7096.11 tons *	\$935,905.94	\$646,597.54	\$969,825.35

* aprx.

** mpca est. 33 gallon bag = .02 tons per bag.

Size/Item	Current	Itasca County	Proposed	St. Louis	Canister	Koochiching	Beltrami	Cass	Carlton
13 gallon	\$0.75		\$1.00	T.S. \$1.50 Per 30 Gallon Equivalent	Canister Sites \$3.00 Per 30 Gallon Equivalent	\$1.50	Solid Waste Assesment Fee \$171.00 per year 75% for non res. 50% for low income	Solid Waste Assesment Fee Residential \$66.00 per year Commercial \$150.00-\$500.00 per year	\$10.00 per Cu/Yd
20 gallon bag	\$1.50		\$2.00			\$12.00 per Cu/Yd			
33 gallon bag	\$2.00		\$3.00						
39 gallon bag	\$2.25		\$3.50						
45 gallon bag	\$2.75		\$4.00						
50 gallon bag	\$3.00		\$5.00						
55 gallon can/cart	\$3.50		\$6.00						
96 gallon can/cart	\$6.00		\$8.00						
Tires up to 15"	\$2.00	Trailer Tires < 15"	\$3.00						
		All Passenger Tires	\$6.00	\$1.50	\$3.00	\$5.00	\$3.50	\$3.00 ech after that	\$3.00- \$20.00
Tires over 15"	\$7.00	All larger/Commercial	\$15.00	\$6.00	\$12.00	\$15.00	\$16.50	\$15 per large Tire	\$15.00 - \$86.00
Appliances	\$4.00		\$6.00	\$9.00	\$9.00	\$5.00	\$30.00	\$10.00	\$9.00
Couch & Large Furniture	\$4.00		\$6.00	\$9.00 Cu/Yd	\$30.00 Cu/Yd	\$12.00 per Cu/Yd	Solid Waste Assesmant Fee \$171.00 per year 75% for non res. 50% for low income	\$16.00 per Cu/Yd	\$16.00 per Cu/Yd
Hide-A-Bed	\$6.00		\$8.00						
Kitchen Table/Chairs	\$2.00		\$4.00						
Loveseat/Chair	\$3.00		\$5.00						
Mattress/Boxspring any size	\$3.00		\$6.00						
Scrap Metal Items	\$4.00		\$4.00				\$30.00		No Charge

SIZE/ITEM	MSW/GARBAGE	FEE'S
13 gallon bag		\$1.00 each
20 gallon bag		\$2.00 each
33 gallon bag		\$3.00 each
39 gallon bag		\$3.50 each
45 gallon bag		\$4.00 each
50 gallon bag		\$5.00 each
55 gallon can		\$6.00 each
96 gallon cart		\$8.00 each
FURNITURE		
Mattress/Boxspring	(any size)	\$6.00 each
Loveseat/Chairs		\$5.00 each
Couch		\$6.00 each
Hide-A-Bed		\$8.00 each
Kitchen Table / Chairs		\$4.00 each
APPLIANCES/METALS/IRONS		
Appliances		\$6.00 each
Scrap Metal Items		\$4.00 each
DEMOLITION		
Demolition Debris		\$10.00 Cu/Yd
Tree Stumps		\$10.00 Cu/Yd
BRUSH & COMPOST		
Up to 3" Diameter		\$2.00 Cu/Yd
4" to 10" Diameter		\$3.00 Cu/Yd
Yard Waste for Compost	(No sticks or brush)	N/C
TIRES		
Tire size is determaind by "Rim Size" marked on tire sidewall		
Trailer Tires less than 15"		\$3.00 each without rim \$4.00 each with rim
All Passenger Tires 15" to 20"		\$6.00 each without rim \$8.00 each with rim
All large/Commercial/Agricultural		\$15.00 each without rim \$20.00 each with rim



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, December 19, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3397

DEPARTMENT: Land Department

TIME REQUESTED: 5 Minutes

PRESENTER: Burl Ives

AGENDA ITEM:

Approve Amended Mesabi Metallica Leases

BOARD ACTION REQUESTED:

Approve the Short-Term Lease Agreement with Mesabi Metallica as amended during the December 12, 2023 Regular Session and direct staff to take action necessary to finalize lease.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Mesabi Metallica Short Term Lease_12152023_Final

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

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

This Lease Agreement ("Agreement") is made effective this 19th 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.

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.

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	\$3,000,000
Products-Completed	
Operations Aggregate	\$3,000,000
Personal and Advertising Injury	\$1,500,000
Each Occurrence:	
Combined Bodily Injury and Property Damage	\$1,500,000

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

- c. Workers' Compensation and Employer's Liability:
- Statutory Limits
- If the Contractor is based outside the State of Minnesota, coverage must apply to Minnesota laws

- d. Employer's Liability
- | | |
|--------------------------|-----------|
| Bodily injury by: | |
| Accident - Each Accident | \$500,000 |
| Disease - Policy Limit | \$500,000 |
| Disease - Each Employee | \$500,000 |

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

The above establishes minimum insurance requirements. It is the sole responsibility of 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:
Each Occurrence Limit \$1,500,000

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, financial 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 Metallica 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)

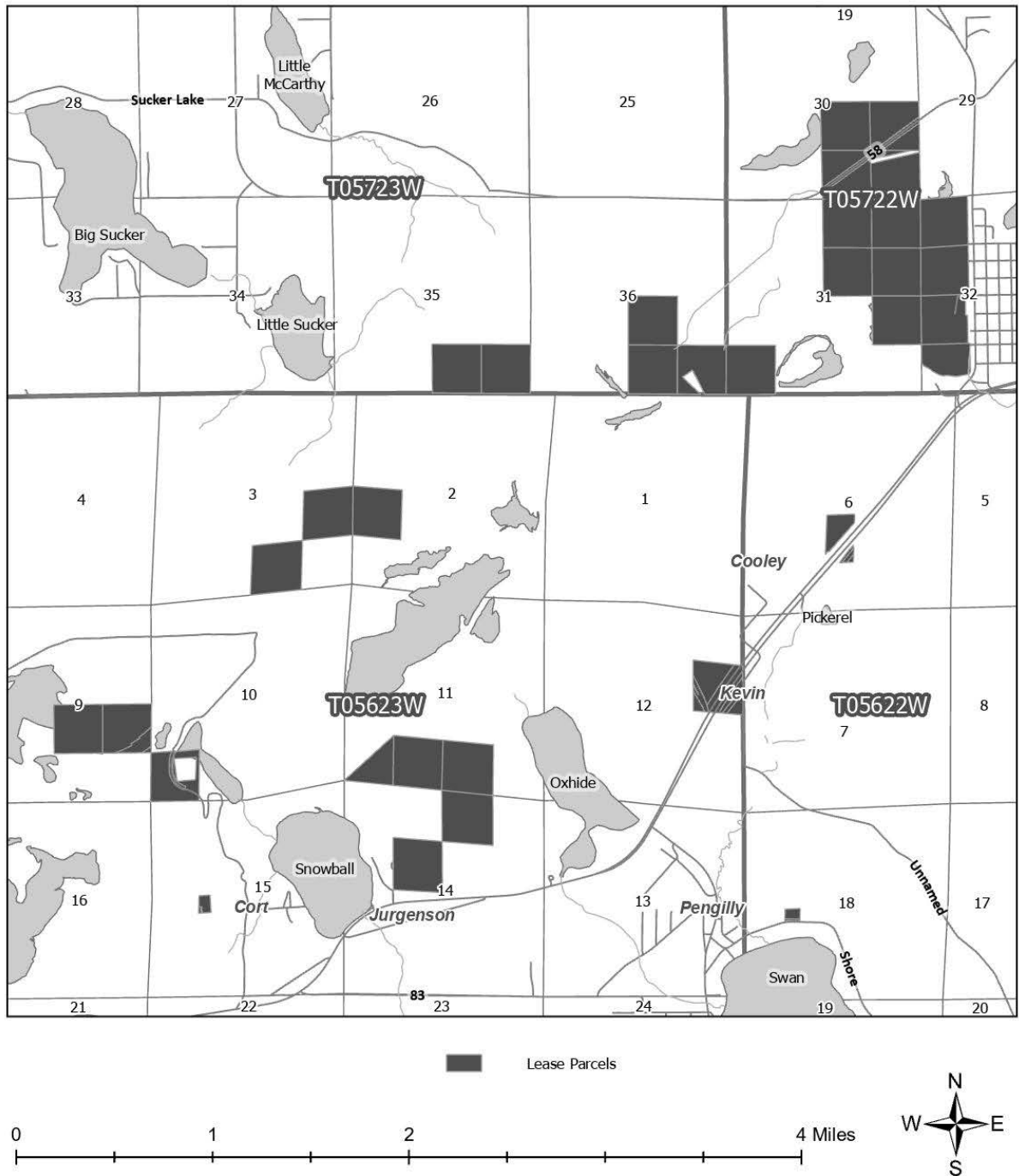
Notary Public

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 19, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3398

DEPARTMENT: Land Department

TIME REQUESTED: 15 Minutes

PRESENTER: Kory Cease

AGENDA ITEM:

2022 Land Department Annual Report

BOARD ACTION REQUESTED:

Accept the Itasca County Land Department 2022 Annual Report.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

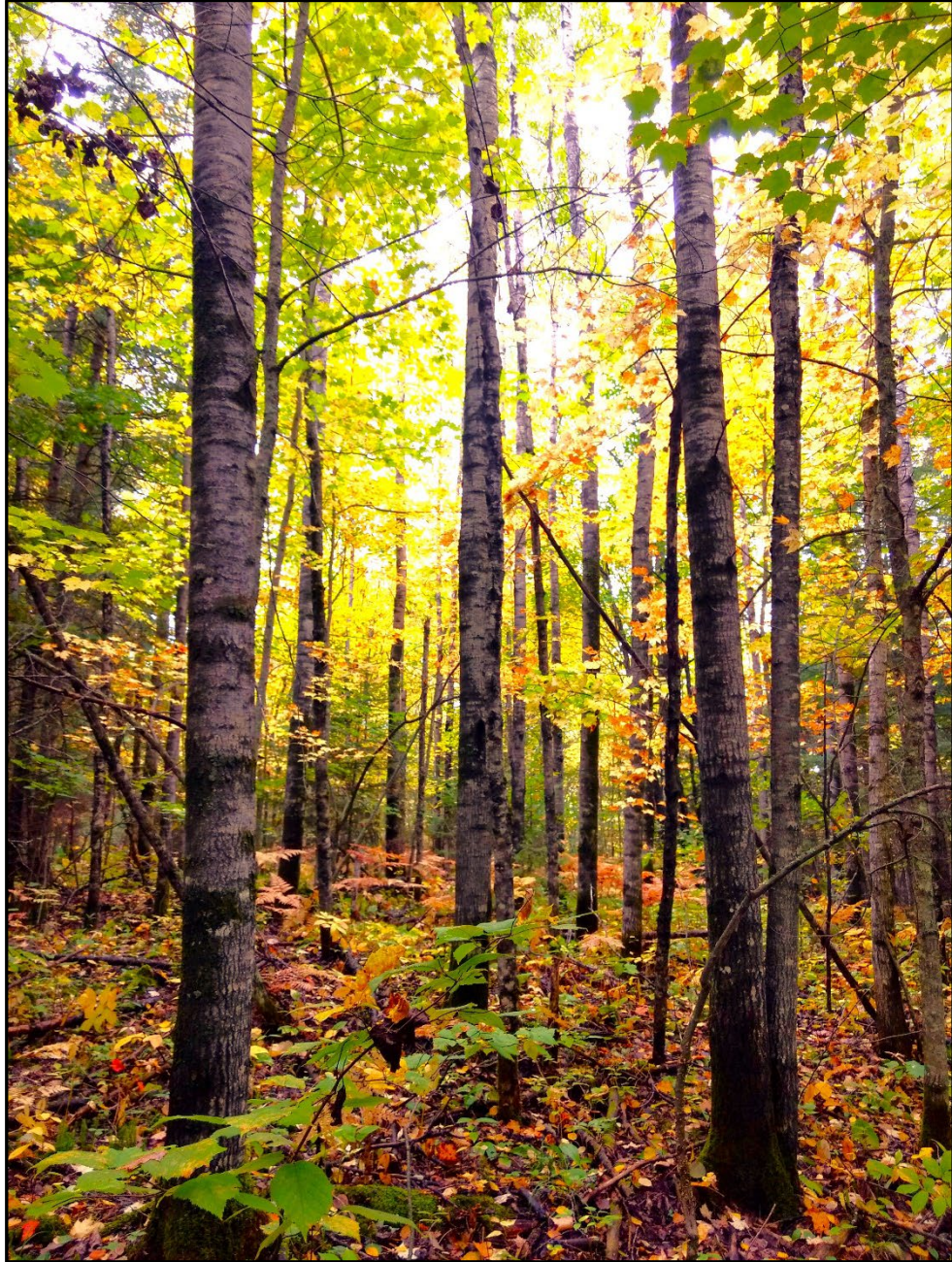
1. 2022 ICLD Annual Report
2. Annual_Report_ICLD_2022

Motion To: Accept the Itasca County 2022 Land Department Annual Report.

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

It was the consensus of the County Board to add Hennepin vs. Tyler Resolution to the 2024 Legislative Priorities draft.

2022 ANNUAL REPORT



ITASCA COUNTY LAND DEPARTMENT

“Dedicated to Quality Natural Resource Stewardship”

This page is intentionally left blank.

TABLE OF CONTENTS

FINANCIAL REPORTS

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

SPECIAL REPORTS

Reforestation and Regeneration.....	12
Pre-commercial Stand Treatments.....	13
Stand Level Improvement	14
Tree Level Improvement.....	14
Wildlife Management	15
Timber Sale Program	15
Forest Road Improvement Projects	17
Forest Certification	18
Park and Recreation.....	18
Forest Recreation and Trails	20
Real Estate Management.....	22
Noxious Weed Program	25
Public Education.....	26
Department Safety Meetings.....	26

2022 COUNTY COMMISSIONERS

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

Text and Photos provided by Land Department Staff

Cover Photo: Fall colors in aspen stand, section 7 of T62N-R24W.

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

DEPARTMENT STAFF

During 2022, the Itasca County Land Department managed approximately 300,000 acres of tax-forfeited trust land. Over 75% of these lands are commercial forest lands that are capable of producing a sustainable supply of industrial wood products. Itasca County managed lands play an important role in the tourism and recreation industry by providing lands for the public to enter upon for recreational trail use, hunting, fishing, camping as well as many other recreational pursuits.

Land & Forestry

Kory Cease.....	Land Commissioner
Michael Gibbons	Assistant Land Commissioner
Bob Rother	District 1 Forester
Casey Dabrowski	District 2 Forester
Perry Leone (Retired January-2022)	District 3 Forester
Loren Eide	District 4 Forester
Tony Schram (Resigned August-2022)	District 6 Forester
Jesse Lehner	District 7 Forester
Ryan Newman	Staff Forester/District 5 Forester
Nick Schreiber (Promoted from forester March-2022)	District 3 Forester
Dan Neary (Promoted from forester September-2022)	District 6 Forester
Carlie Haben (Hired July-2022)	Forester
Adam Olson.....	Forest Wildlife Conservationist
Renata Rogalla	Administrative Secretary
Jackson Purdie (Transferred to Sheriff Office July-2022)	Administrative Assistant
Eva Moore (Hired November-2022)	Administrative Assistant

Park and Recreation

Roger Clark.....	Park System Manager
Matt Becker (Hired May-2022)	Park Maintenance Worker
Sara Thompson	Forest Recreation Specialist

Real Estate

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

Seasonal Crews

Nickalas Broberg	Park Technician
Erek Akre	Forestry Intern

FINANCIAL REPORTS

Fiscal Year January 1, 2022 thru December 31, 2022

FORFEITED TAX SALE FUND

RECEIPTS

Timber Sale	\$ 3,159,894.24
Timber Overruns	\$ 331,990.68
Timber Extensions	\$ -
Performance Bonds	\$ 271,370.30
Lot Sales	\$ -
Land Sales	\$ 309,910.00
Interest Payments (land)	\$ 10,100.38
Repurchases	\$ 23,315.82
Leases	\$ 181,961.40
Special Use Lease	\$ 3,538.50
Easements	\$ 7,080.57
Gravel	\$ 28,697.61
Trespass	\$ -
Easements (land value)	\$ 39,741.69
Miscellaneous	\$ 325.00
Fines	\$ -
Timber Interest	\$ -
Less Sales Tax	\$ -
GROSS RECEIPTS	\$ 4,367,926.19

LESS REFUNDS:

Performance Bond Refunds	\$ 107,500.59
Stumpage Refunds	\$ 61,999.37
Other Refunds	\$ -
Shortage in Unorganized and Township Districts	\$ (3,156.43)
TOTAL REFUNDS	\$ 166,343.53

NET RECEIPTS

\$ 4,201,582.66

LESS ADMINISTRATION EXPENDITURES

Salaries	\$ 951,696.06
Insurance & Retirement	\$ 496,211.63
Services	\$ 154,896.89
Supplies	\$ 65,707.30
Vehicle, Liability, Bonds	\$ 8,566.00
Capital Outlay	\$ 98,949.35
TOTAL ADMINISTRATION EXPENSES	\$ 1,776,027.23
Reimbursement to 12-600	\$ (2,989.85)
Shortage in Unorganized and Township Districts	\$ 3,156.43
ADJUSTED ADMINISTRATION EXPENSES	\$ 1,776,193.81
NET PROCEEDS	\$ 2,425,388.85

2022 FORFEITED TAX SALE FUND
APPORTIONMENT OF NET PROCEEDS
 2022 Revenue Apportioned for 2023

30% LAW APPORTIONMENT

County Park System	\$ 436,540.64
Timber Development	\$ -
Tourism Economic Development	\$ 185,457.00
Land Use Planning	\$ -
TOTAL 30% LAW APPORTIONMENT	\$ 621,997.64

COUNTY MEMORIAL FORESTS

Dunns-Stephens	\$ 202,174.98
Loucks-Danyluk	\$ 77,848.17
Charles Godfrey	\$ 72,040.25
Carver-Kongsjord	\$ -
Natural Area	\$ -
TOTAL COUNTY MEMORIAL FORESTS	\$ 352,063.40

COUNTY

Revenue (County)	\$ 580,531.13
Unorganized (Road & Bridge)	\$ 144,848.42
TOTAL COUNTY	\$ 725,379.55

CITIES & TOWNSHIPS

Cities	\$ 22,089.36
Townships	\$ 123,327.78
Special Assessments	\$ -
TOTAL CITIES & TOWNSHIPS	\$ 145,417.14

SCHOOL DISTRICTS

S.D. 316	\$ 39,880.80
S.D. 317	\$ 23,741.78
S.D. 318	\$ 431,934.43
S.D. 319	\$ 84,974.12
TOTAL SCHOOL DISTRICTS	\$ 580,531.13

TOTAL DISTRIBUTION

\$ 2,425,388.85

FOREST RESOURCES FUND

BY ACCOUNT

NATURAL RESOURCES - STATE PAYMENT IN LIEU OF TAXES

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

Balance, January 1, 2022	\$ 320,948.57
Add Receipts:	
State	\$ 191,270.93
Reimbursements	\$ 38,167.46
Equipment - Sale	\$ 108,398.93
Total Revenue	\$ 337,837.32
Less Expenditures:	
Salaries	\$ 65,445.74
Insurance & Retirement	\$ 33,092.32
Services	\$ 47,279.36
Supplies	\$ 3,323.75
Capital Outlay	\$ 34,742.37
Total Expenditures	\$ 183,883.54
Ending Balance, December 31, 2022	\$ 474,902.35

COUNTY FOREST ACCESS ROADS

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

Balance, January 1, 2022	\$ 397,662.76
Add Receipts:	
State	\$ 52,644.15
Reimbursements	\$ 263,434.80
Total Revenue	\$ 316,078.95
Less Expenditures:	
Services	\$ 79,783.30
Supplies	\$ 1,423.40
Capital Outlay	\$ 201,680.09
Total Expenditures	\$ 282,886.79
Ending Balance, December 31, 2022	\$ 430,854.92

MEMORIAL FORESTS

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

DUNN-STEPHENS MEMORIAL FOREST

Balance, January 1, 2022	\$ 22,632.18
Receipts	\$ -
Add Apportionment	\$ 147,980.98
Total Revenue	\$ 147,980.98
Less Expenditures:	
Services	\$ -
Capital Outlay	\$ 97,917.90
Total Expenditures	\$ 97,917.90
Ending Balance, December 31, 2022	\$ 72,695.26

CHARLES GODFREY MEMORIAL FOREST

Balance, January 1, 2022	\$ (27,058.27)
Add Apportionment	\$ 49,051.11
Receipts	
Total Revenue	\$ 49,051.11
Less Expenditures:	
Services	\$ -
Supplies	\$ -
Capital Outlay	\$ 2,888.73
Total Expenditures	\$ 2,888.73
Ending Balance, December 31, 2022	\$ 19,104.11

CARVER - KONGSJORD MEMORIAL FOREST

Balance, January 1, 2022	\$ 1,074.24
Add Receipts:	
Receipts	\$ -
Total Revenue	\$ -
Less Expenditures:	
Capital Outlay	\$ -
Total Expenditures	\$ -
Ending Balance, December 31, 2022	\$ 1,074.24

NATURAL AREA COUNTY MEMORIAL FOREST

Balance, January 1, 2022	\$ 1,195.59
Add Receipts:	\$ -
Total Revenue	\$ -
Less Expenditures:	
Capital Outlay	\$ -
Total Expenditures	\$ -
Ending Balance, December 31, 2022	\$ 1,195.59

LOUCKS - DANYLUK MEMORIAL FOREST

Balance, January 1, 2022	\$ 116,939.16
Add Apportionment	\$ 134,238.12
Total Revenue	\$ 134,238.12
Less Expenditures:	
Services	\$ -
Capital Outlay	\$ 76,566.83
Total Expenditures	\$ 76,566.83
Ending Balance, December 31, 2022	\$ 174,610.45

COUNTY PARK SYSTEM

Balance, January 1, 2022	\$ 371,958.64
Add Receipts:	
Apportionment	\$ 428,167.03
Camping Fees	\$ 26,539.21
Reimbursement	\$ 325,601.25
Other State Grants	\$ 28,000.00
Other Credits & Aids	\$ 565,780.00
Gunn Park Pavilion Rental	\$ 6,750.00
Transfer	\$ 217,830.00
Total Revenue	\$ 1,598,667.49
Less Expenditures:	
Salaries	\$ 97,378.80
Insurance & Retirement	\$ 55,396.53
Services	\$ 455,291.71
Supplies	\$ 21,058.56
Vehicle/Liability Insurance	\$ 23,715.00
Fairgrounds	\$ 125,932.42
Gunn Park	\$ 10,963.23
Bass Lake	\$ 7,370.55
Recreational Trails	\$ 233,905.47
Capital Outlay	\$ 47,823.73
Total Expenditures	\$ 1,078,836.00
Ending balance, December 31, 2022	\$ 891,790.13

ITASCA COUNTY SPECIAL LAW - 30% OF NET PROCEEDS

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

TOURISM, AGRICULTURE & INDUSTRIAL PROMOTION

Balance, January 1, 2022	\$ 78,489.54
Add Receipts:	
Apportionment	\$ 185,457.00
Total Revenue	\$ 263,946.54
Less Expenditures:	
Services	\$ -
Challenge Grant	\$ 136,926.00
Transfer	\$ -
Total Expenditures	\$ 136,926.00
Ending Balance, December 31, 2022	\$ 127,020.54

LAND USE PLANNING

Balance, January 1, 2022	\$ 925.17
Add Receipts:	
Apportionment	\$ -
Total Revenue	\$ 925.17
Less Expenditures:	
Transfers	\$ -
Services	\$ -
Supplies	\$ -
Total Expenditures	\$ -
Ending Balance, December 31, 2022	\$ 925.17

LAND RECLAMATION

Balance, January 1, 2022	\$ 66,907.79
Add Receipts:	
Reclamation Revenue	\$ 1,287.70
Total Revenue	\$ 68,195.49
Total Expenditures	\$ -
Ending Balance, December 31, 2022	\$ 68,195.49

SPECIAL FOREST IMPR

Balance, January 1, 2022	\$ (4,945.42)
Add Receipts:	
Transfer	\$ -
Total Revenue	\$ (4,945.42)
Less Expenditures:	
Supplies	\$ -
Total Expenditures	\$ -
Ending Balance, December 31, 2022	\$ (4,945.42)

WEED CONTROL

Balance, January 1, 2022	\$ (24,531.89)
Add Receipts:	
Transfer	\$ 10,955.88
Total Revenue	\$ (13,576.01)
Less Expenditures:	
Services	\$ 14,874.85
Supplies	\$ 2,211.91
Total Expenditures	\$ 17,086.76
Ending Balance, December 31, 2022	\$ (30,662.77)

ROAD & TRAIL MAP PRINTING

Balance, January 1, 2022	\$ 2,779.41
Add Receipts:	
Transfer	\$ -
Total Revenue	\$ 2,779.41
Less Expenditures:	
Services	\$ -
Supplies	\$ -
Total Expenditures	\$ -
Ending Balance, December 31, 2022	\$ 2,779.41

SPECIAL REPORTS

Reforestation and Regeneration

The reforestation program focuses on maintaining a diversity of forest types, to improve wildlife habitat, and to increase forest productivity. The program matches species that are well suited to site conditions to achieve optimal growth rates. The following specific projects were completed in 2022.

- A. In 2022, 495 acres were planted with a total of 352,000 seedlings. This includes fill plants, where the objective is to bring stocking levels up to recommended silvicultural guidelines.

SPECIES/ STOCK	NUMBER OF SEEDLINGS	ACRES
Red Pine - container	318,000	445
Jack Pine - container	12,000	12
White Spruce - container	15,000	19
White Pine - container	2,000	2
Lowland Hardwoods - bareroot	5,000	17

- B. A total of 448 acres were aerial seeded in 2022.

SPECIES	ACRES
Black Spruce	314
Tamarack	78
Jack Pine	56



Containerized seedling bundles ready to be planted.

- C. During 2022, a total of 338 acres were mechanically prepared for spring 2023 planting. Several sites received a combination of herbicide treatments to reduce vegetative competition and mechanical treatments to improve the physical planting environment. Treatment types and acreages are listed below.

SITE PREPARATION TREATMENT TYPE	ACRES
MECHANICAL TREATMENT	
Disc Trenching	338
CHEMICAL TREATMENT	
Broadcast Applications	302



Workers planting tree seedlings on a harvested timber permit.

- D. During 2022, seedling contracts were administered. These seedlings will be planted in spring 2023 on prepared sites. The species, stock type, and grower of the seedlings are listed below.

SPECIES	STOCK TYPE	NUMBER	GROWER
Red Pine	container	198,000	PRT USA Inc.
Jack Pine	container	78,000	PRT USA Inc.
White Spruce	container	11,000	PRT USA Inc.

Pre-commercial Stand Treatments

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

- A. 238 acres of white pine, red pine, and jack pine were bud capped for deer browse protection. An additional 52 acres of oak were protected using Tubex.
- B. 60 acres were released from competition with chemical application.
- C. 63 acres were manually brushed and weeded to ensure survival, improve growing conditions for crop trees, and to reach desired stocking levels.

Intermediate Stand Level Improvement

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

SPECIES	THINNING ACRES OFFERED IN 2022
Northern Hardwoods	73.4
Red, Jack & White Pine	694.0
White Spruce/Balsam	497.6
Lowland Hardwoods	65.3
Total Acres	1,330.3

Tree Level Improvement

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

Conifer Species: Maintaining and expanding the proportion of conifer type in Itasca County is an objective of the Special Forest Improvement program. The following projects have had work completed on them in 2022:

- **White Pine Seed Orchard:** Bass Lake first generation clonal white pine seed orchard was established in 1998. Originally this was a joint venture project between Itasca County and Rajala Companies. The Itasca County Land Department purchased the seed orchard from Rajala Companies in 2010. No cones were collected in 2022.

- **White Spruce Seed Orchards:** Figure Eight Lake first generation clonal white spruce seed orchard was established in 1987. No cones were collected in 2022.

Wabana second generation spruce planting was established in May 2003. This site contains 56 new full sibling crosses, resulting from breeding work in 1998 and 2000. No cones were collected in 2022.

Hardwood Species: Since aspen occupies greater than 50% of Itasca County's productive land base, aspen stand improvement is a major concern for the Itasca County Land Department. Much of the stand level improvement is done from regeneration prescriptions written by professional foresters.

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

Itasca County management goals are to examine 400 acres of hardwood per year to determine if management is needed on those acres. Itasca County manages most of its hardwoods with crop tree systems as well as uneven-aged management systems. Timber stands are generally thinned approximately every 15 years to remove mature trees and make more room for remaining trees to grow. Den trees and other trees which have high wildlife value are often reserved for wildlife. Red oak, birch, ash and some hardwood stands are managed under an even-aged system that includes multiple intermediate thins prior to a final harvest of the high-quality mature trees.

Wildlife Management

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

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

Bird Habitat Improvement Project: Itasca County partnered with the American Bird Conservancy (ABC) to improve habitat for at risk bird species including golden-winged warbler, american woodcock, veery, black-billed cuckoo, sharp-tailed grouse, and other bird species. The habitat created is also seasonally beneficial for deer, bear, and other mammals. The American Bird Conservancy is a non-profit organization whose mission is to conserve native birds and their habitats by providing habitat improvement grant funding and contractors. The Land Department provides sites, field layout/mapping and follow-up data collection.

Timber Sale Program

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



A forwarder unloading harvested aspen on a timber permit landing.

In 2022, Itasca County held two major timber auctions, on June 8th and December 8th. A total of 112 tracts were offered for sale: 39 through intermediate auction and 73 through regular auction. 36 of 39 intermediate tracts and 59 of 73 regular tracts sold at the time of sale. The total average bid up on the sold tracts was 34% on the intermediate auction and 52% on the regular auction. In 2022, Itasca County sold 101,224 cords for a total value of \$3,287,974.14 (see Table 1).

TABLE 1
Timber Report: All Timber Sold from January 1, 2022, through December 31, 2022
(Includes over-the-counter, informal and receipt sales.)

SPECIES	VOLUME	PRICE/CORD	TOTAL VALUE
Ash	3,134	\$16.27	\$50,988.52
Aspen	56,948	\$38.70	\$2,203,656.54
Balm	1,429	\$21.93	\$31,331.00
Balsam Fir	3,432	\$10.38	\$35,612.68
Basswood	722	\$13.77	\$9,943.10
Jack Pine	2,954	\$34.53	\$102,012.40
Maple	1,503	\$10.07	\$15,136.60
Firewood	6	\$5.00	\$30.00
Paper Birch	2,209	\$11.38	\$25,131.84
Red Oak	470	\$25.43	\$11,950.00
Red Pine	13,515	\$43.82	\$592,243.50
Spruce	9,922	\$17.01	\$168,779.96
Tamarack	4,466	\$4.72	\$21,090.00
White Pine	514	\$39.04	\$20,068.00
Grand Total	101,224	\$32.48	\$3,287,974.14

Table 1 reflects the anticipated revenue Itasca County will recognize when all sales are paid in full. Many of the permits were issued primarily with a duration of 3 years. Therefore, the above timber receipts will be received in the next 3 years and not all the above receipts will be reflected in the timber sales receipts listed in the 2022 Financial Report. However, all timber permits sold do require a 15% down payment, 5% of which is applied to the stumpage balance and 10% as a performance bond at the time of purchase.

PERMITS ISSUED IN 2022	
New Timber Permits	110
Firewood Permits	68
Balsam Bough Permits	13
Spruce Tip Permit	3
Maple Tap Permits	6
Christmas Tree Permits	9
Birch Bark Permits	7
Gravel Permits	15
Other	1

Forest Road Improvement Projects

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

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



Logging road maintenance project.

Forest Access Road Projects For 2022	
PROJECT	TOTALS
New summer road construction	1.95 miles
Winter road construction	6.2 miles
Reconstruction and maintenance	18.7 miles
Seeding/mulching	8.5 miles
Gates installed	4
Gates repaired	3
Berms installed	7
Culverts installed	5
Culverts replaced	5
Beaver control projects	12

Forest Certification

Itasca County's forest management operations became third-party certified through Forest Stewardship Council (FSC) Forest Management and Chain of Custody (FM/COC) certification effective November 29, 2005. Third-party certification ensures the public that the forests are managed in an ecologically, socially and economically responsible manner. Obtaining and maintaining FSC Certification requires assessments and annual audits of the Forest Management Enterprise. Full operational assessments are conducted prior to becoming FSC certified and every five years thereafter. Annual operational audits are conducted every year except for the years requiring reassessment. During certification assessments and annual audits, the auditors review and document Forest Management Enterprise policies and field practices to confirm they conform to FSC Standards. For more information on the FSC forest management and chain-of-custody certification programs, go to www.fsc.org.

In 2022, An annual audit was conducted by NEPCon. The 2022 annual audit was successful, with NEPCon audit service recommending the Forest Stewardship Council maintain Itasca County's certification. NEPCon audit service issued zero non-conformances/CARs and zero observations during the 2022 annual audit for Itasca County to address by the next annual audit in 2023.

Parks and Recreation

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

Park and Recreation Commission: The Park and Recreation Commission is made up of nine citizen volunteers from throughout the County. These nine citizens volunteer their time for monthly meetings and

additional committee meetings to help provide input regarding parks and recreation in the County. Ex-officio members include non-voting representatives from the Minnesota DNR and the Chippewa National Forest, as well as others as needed. The Commission is a valuable resource whenever input is needed on recreation projects and policies within Itasca County.

Fairgrounds Park: The designs for the Fairgrounds Campground reconstruction project were finalized and the project was awarded to Casper Construction, construction activities were started in the fall for water and sewer on the project. Numerous trees on the grounds were removed and the stumps were ground.

Bass Lake Park: The Bass Lake Campground had full electrical service (20, 30 & 50 amp) added to all 16 campsites in Loop A in 2022, and all new sites and parking areas in the campground were renewed with gravel. The swimming beach renovation project at the campground was also started in the fall.

Gunn Park: A new welcome sign to the park was installed at the main Highway 38 entrance to the park with additional sign work to be done next year, numerous trees were removed, and the stumps were ground and the white pine regeneration site adjacent to the parking lot was brushed and sprayed for noxious weeds.



New Gunn Park Entrance Sign.

Public Water Accesses: Progress was made on multiple public water accesses grant projects from the Chippewa National Forest Resource Advisory Committee (RAC) for maintenance to reduce soil erosion and provide improved access for emergency services for users on public water access roads.

Cross Country Ski Trails: The 2022/23 ski trail season started off with heavy snowfalls in December. This added extra needs for brush clearing on the trails and but there was good snow for a track-setting base. Enough snow continued through the season that trail grooming continued into early March for a great ski and snowshoe season for winter enthusiasts.

Forest Recreation and Trails

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

ATV Trail Projects

Len Hardy Memorial ATV Trail: The project's final construction contract was completed at the end of November, so the snowmobile trail was signed following completion of the trail. The ATV trail's grand opening will occur in summer 2023.



Len Hardy Memorial Trail Construction.

Wilderness Trail Proposal: With final sponsorship in hand, the trail proposal review process occurred and by summer, the MN DNR Regional Management team approved the trail for GIA funds. The club started working to obtain funding to improve numerous areas on the trail.

Herb Brandstrom ATV Trail: During the middle of this year, the Balsam Trailblazer's decided to step down as the designated club for this trail and passed it over to the Swampsiders Snowmobile and ATV Club. Initial work started up by White Swan Lake to reroute the snowmobile trail and the ATV trail from private property. With the project being handed over to a new ATV Club, meetings were held with DNR on the Grant-in-Aid process and paperwork. More improvements are forthcoming.

Pengilly–Calumet: The Run-A-Muck ATV Club is proposing a trail that connects the City of Calumet to the Town of Pengilly utilizing County Road 83, tax-forfeited land and state land. Meetings were started with MN DNR Lands and Minerals office out of Hibbing to determine if the trail is feasible through the north side of the tailing's basin east of Calumet. 2022 brought an opportunity to look at a connection to Marble. Routing planning and public meetings are still needed for this project. The club has their 1st public meeting in November with only a few members of the public in attendance. Another will be held in the City of Calumet or Marble.

Keewatin Trail Runners Project: The Keewatin Trail Runners ATV Club is looking at a roughly 12-mile trail connection to the Albion-Pengilly Railroad ATV Trail. The trail is proposed to follow the Pathblazer's Snowmobile Trail. The club will be applying for Grant-in-Aid trail designation. The trail will be open to Class 1 and 2 ATV's. This trail will have seasonal closures dates that reflect the same dates

on ATV trails around the area. They presented their project to the County Board and held their first public meeting in November. There was poor attendance at the meeting so planning will be done for another meeting in St. Louis County, where the majority of the trail falls.

Alborn Grade Culvert Replacement Project: The notable “Swan Pond”, as local residents call it, has had a significant rise in water due to beaver damming. The old culverts under the grade have failed resulting in replacement. The MNDNR has provided \$70,000 to Itasca County to help fix it. With the timing of projects, it didn’t work out for this year, but will occur in 2023.

Snowmobile Trail Projects

Balsam Creek Snowmobile Bridge Replacement Project: The Delbert Brandstrom Snowmobile Trail bridge or “Balsam Creek” bridge is still in the works. An engineering firm, ARI, Inc., was selected for this project. The project amount increased due to inflation. We went to IRRR for another funding request. We received the grant in December. The project will continue into 2023.

Driftskippers Snowmobile Trail Reroute: The Driftskippers Snowmobile Club have been continuously working to find a reroute around Woodtick Lake and old the Wendigo Golf Course. Communication started with Hawkinson Construction who own property north of Woodtick. The area in discussion is near where the trail used to be. This would solve the issue with the new owners of the Golf Course grounds, to completely remove the trail off their property.

Other Trail Projects

Nashwauk Mountain Bike Trail and Multi-use Trailhead: Project kickoff meetings commenced with Itasca County, ARDC, CEDA, the selected engineering firm, and the City of Nashwauk. Meetings occurred throughout the year. Final drawings of the trailhead and an estimated project budget was received for the entire project.

Squaw Lake Connector Paved Trail: This is a joint project with the Land Department, CEDA, the City of Squaw Lake, and the Leech Lake Band of Ojibwe. All grant obligations were fulfilled, and the full project was completed by June 30th, 2022. The project was engineered by S.E.H., and was awarded to Gerit Hanson Contracting, Inc. for construction.



Squaw Lake Connector Trail Construction.

Ski Trail Sign Updates: New trail signs and maps were developed for all the county managed ski trails. Also included in the designs were the new updated “You Are Here” signs for all trail intersections.

Real Estate Management

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

New Forfeitures: Each year, the County Auditor/Treasurer’s office records a list of duly tax-forfeited properties. Once forfeited, the parcels are managed by the Land Department. In 2022, 77 parcels forfeited, including 35 full interest parcels, 2 undivided interest surface parcels, and 40 undivided mineral interest parcels.

Transaction Description	Number of parcels	Acres	Revenue
Tax-forfeited parcels public auction – Platted	8	5.14	\$ 131,070.00
Tax-forfeited parcels public auction – Non-Platted	6	210.54	\$ 223,353.00
Tax-forfeited over the counter – Platted	3	1.70	\$ 3,200.00
Tax-forfeited over the counter – Non-Platted	-	-	-
Direct county public auction – Platted	-	-	-
Direct county public auction – Non-Platted	-	-	-
Direct county sale to government entity – Platted	-	-	-
Direct county over the counter – Non-Platted	-	-	-
Tax-forfeited private sales – Adjoining Landowner	8	163.08	\$ 107,320.00
Tax-forfeited sold to other government entities	4	7.89	\$ 22,387.00
Sale via Special Legislation	-	-	-
TOTAL	29	388.35	\$ 487,330.00

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

Land Classification: Minnesota State Law recognizes that the public’s interest is best served by sale of some lands and retention of other lands in public ownership. State Statute requires that tax-forfeited lands be classified in that regard. Each year Itasca County classifies all new forfeitures and reclassifies requested lands. Lands identified for sale are sold mostly through public auction at Itasca County’s annual land sale, usually held in October each year. During 2022, 141 parcels were either classified or reclassified.

Repurchases: State Law allows prior owners to apply to the County Board for repurchase of their forfeited property within time frames set forth and for sufficient reasons allowed in statute. Costs associated with repurchase include the amount of the unpaid taxes, penalties, interest, administration fees, and required closing costs. During 2022, Itasca County successfully processed 6 repurchase applications.

Land Sales: Itasca County held an online public land auction on October 28, 2022. Parcels were sold through PublicSurplus.com. Parcels are sometimes sold to adjoining landowners to dispose of small or irregularly shaped parcels or to improve compliance with current zoning standards. Occasionally, special legislation is obtained to sell a parcel. Some parcels are conveyed directly to other government entities for authorized public uses or public purposes. Direct county parcels no longer needed for public use may also be sold. The following summarizes land sale activity during 2022:

Land Acquisitions: To assist in establishing a steel mill in 2008 and 2009, Itasca County sold 11,952.5 acres to Essar Steel Minnesota. The income from this sale was set up in a Land Replacement Trust Fund (LRTF) to replace those public lands and their associated natural resource benefits. Itasca County acquired special legislation that allows income from sales of other sold tax-forfeited properties to be placed in the land replacement fund, prior to apportionment, for use in buying replacement lands. Typically, the County purchases high quality forest lands lying in remote locations and surrounded by large tracts of public land. Retaining consolidation of natural resource lands maximizes their natural resource benefits and minimizes conflicts between natural resource use and development. Such consolidation also helps direct future development nearer to public roadways, public infrastructure, and existing development, which reduces County costs for providing public services. The replacement lands are managed for forestry, public recreation, and other natural resource benefits. In 2022, the proceeds from three parcels sold at public auction and two parcels sold at adjacent landowners sales were deposited in the Land Replacement Trust Fund totaling \$268,220.00.

One parcel was donated to the tax forfeited trust in 2022 located in the City of Cohasset, which contains railroad grade ROW. The tax forfeited trust acquired 9.88 acres in the SESE, Section 26-58-24 as part of a buy/sell agreement with Balsam Township which sold an equivalent valued parcel to Balsam Township to expand a cemetery.

Conditional Use Deeds and Re-conveyances: Tax-forfeited parcels may be conveyed to governmental subdivisions for specific public uses as provided in statute. A re-conveyance to the State of Minnesota in trust for the taxing districts can occur when a governmental subdivision fails to put the property to the public use for which it was originally conveyed. One Conditional Use Deed was issued in 2022 to the City of LaPrairie for stormwater management.

Leases: The Land Department manages leases on tax-forfeited and county fee land. Many shore land and hunting cabin leases were established on County lands prior to 1980. Since then, Itasca County has discontinued creating such leases and is gradually terminating existing ones. Examples of remaining leases are campsite leases, some shore land leases, agricultural leases, tower leases, leases to other public entities, utility leases, and some recreational club leases. New leases have been limited to those

which provide widespread public benefit (e.g. communication tower leases, surface leases for mining activities). Following is a summary of lease activity and income during 2022.

Item	Number	Receipts
Land and other leases (non-mining related)	77	\$ 35,671.00
Tower Leases	3	\$ 8,526.11
Mesabi Metallica (surface lease for mining)	1	\$ 2,688.30
Mag-Iron (surface lease for mining)	1	\$ 94,940.34
TOTAL	82	\$ 141,825.75

Land Exchanges: State law allows for the application to exchange tax-forfeited lands for private lands. Exchanges are limited to cases where the public would significantly benefit from the exchange. The land exchange process can be lengthy and can take two years or more to complete. There were no land exchanges in 2022.

Road Easements and Licenses: The Land Department processes two types of agreements for written access across tax-forfeited trust and county fee lands: licenses to cross and road easements. In addition, recreational trail easements are sometimes granted. Road easements are occasionally acquired by the Land Department for land management purposes. Seven new and one renewal of Licenses to Cross were processed on Tax Forfeit land in 2022. One License to Cross was processed on direct county fee land in 2022. Four road easements were granted on tax-forfeited land and three easements were acquired by Itasca County in 2022.

Utility Easements and Licenses: In 2022, eleven utility easements were granted on tax-forfeited trust lands.

Demolitions: Occasionally, newly forfeited properties have dilapidated improvements that must be removed or structures on tax-forfeited lands need to be demolished. There were two demolitions in 2022. MPCA completed the remediation project at the Calumet Spur site in 2022.

Cartways: Minnesota Statute 164.08 requires Itasca County to process cartway requests in unorganized townships. This statute, commonly known as the Cartway Law, assures that private landowners with 5 or more acres have access to their property across private lands. The County Board has assigned the Land Department's Real Estate Specialist to administer the Cartway Law for Itasca County. There were no cartway proceedings in 2022.

Environmental Trust Fund: State legislation that allowed sale of State and County shore land lease lots required that revenues from these sales be deposited into an Environmental Trust Fund. Itasca County may spend up to 5.5% of the market value of the fund each year, which is approximately equal to the interest earned from the fund each year. Money from this fund can be spent only for purposes related to "the improvement of natural resources". In 2005, the Itasca County Board of Commissioners transferred administration of the Trust Fund Grant Program to the Land Commissioner. The Real Estate Specialist is responsible for the day-to-day coordination and management of the Trust Fund Program. The following table represents a summary of budget activity during 2022 for the Environmental Trust Fund.

ITEM	AMOUNT
Fund balance on January 1, 2022	\$8,251,349.76
Interest earned during the calendar year	\$118,379.19
Expenditures during the calendar year	\$339,344.55
Fund balance as of December 31, 2022	\$7,793,626.02

County Noxious Weed Program

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

County Agricultural and Local Weed Inspectors

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

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

Beginning in the 2022 season, the focus was continuing to strengthen our Noxious Weed Program. Our department hired an Invasive Species Seasonal Worker to assist with monitoring and herbicide control. The species our department focused on this year was spotted knapweed, wild parsnip, and leafy spurge. Spraying occurred from May - August and mowing by the County started in late June. County road rights of way were treated along with a canister site, gravel pits, forest access roads, and wildlife openings. A contractor was also hired to spray the larger sections of County Road. The targeted area was the northwest portion of the county that has a large infestation of wild parsnip. The contract was authorized to B&P Weed Control for right of way spraying.

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

Updated information was mailed out to the local weed inspectors in the cities and townships. The following is a summary of reported activities of the local weed inspectors in 2022.

Township Spraying Cost	\$690.00	City Spraying Cost	\$9,884.00
Township Mowing Cost	\$43,103.75	City Mowing Cost	\$50,879.80
Mowing Acres	9	Mowing Acres	35.5
Mowing Miles	187.3	Mowing Miles	89.50
Spraying Acres	8.333	Spraying Acres	5
Spraying Miles	0.00	Spraying Miles	8

The Itasca County Noxious Weed Booth was displayed at the Itasca County Fair July 18th – 22nd.

Public Education

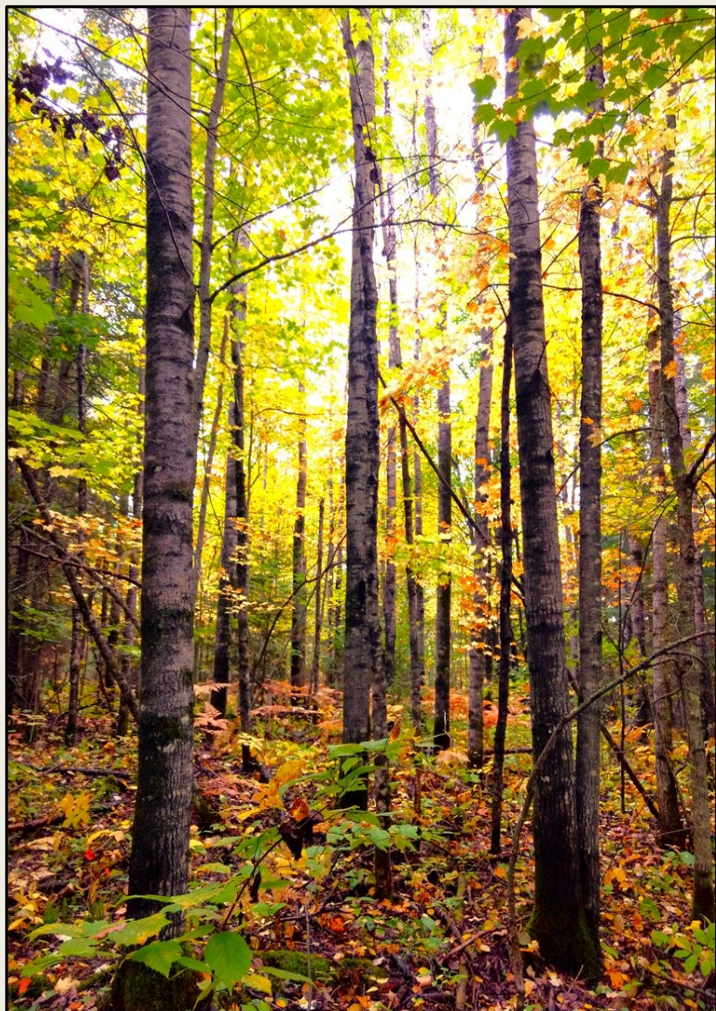
Forestry staff took part in a winter/spring field tour for students of the ICC Silviculture Class. The group toured various sites and looked at different management techniques for northern hardwood forest types. In August, the Itasca County Land Department information booth was in the conservation building at the Itasca County fair. In September 2022, the Land Department participated in the Future Forest Stewards program held at the same time as the North Star Logging Expo at the county fairgrounds. Buses transported nearly 200 high school students to a site near the fairgrounds to see an active timber harvest and presentation on logging/forestry by Land Department along with other logging and forest products industry staff.



High school students at an active timber harvest.

Land Department Safety Meetings

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



ANNUAL REPORT 2022

ITASCA COUNTY LAND DEPARTMENT



“Dedicated To Quality
Natural Resource Stewardship”

ITASCA COUNTY LAND DEPARTMENT

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



What is the difference between “Tax-forfeited” and “County” lands?

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



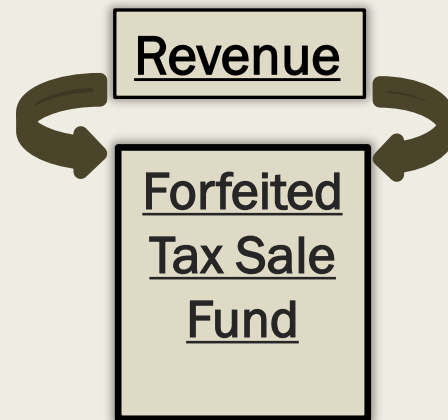
Managing the Tax-Forfeited Trust

Trust Responsibilities

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

What happens to revenue from tax-forfeited trust lands?

Annual Apportionment of Proceeds



Land Department Operations

Memorial Forests

Apportionment Law of 1965

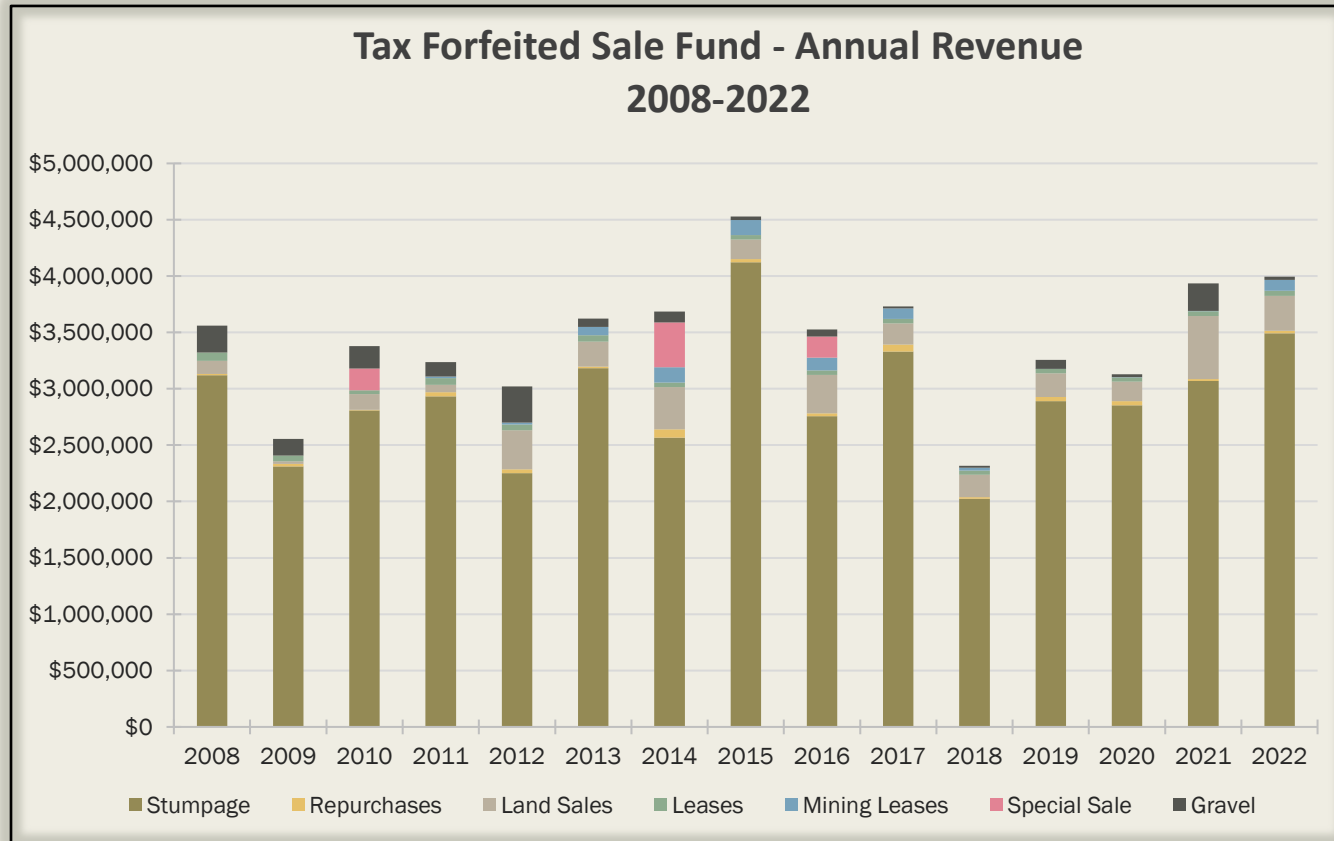
Local Taxing Districts

40% School District

40% County

20% Township or City

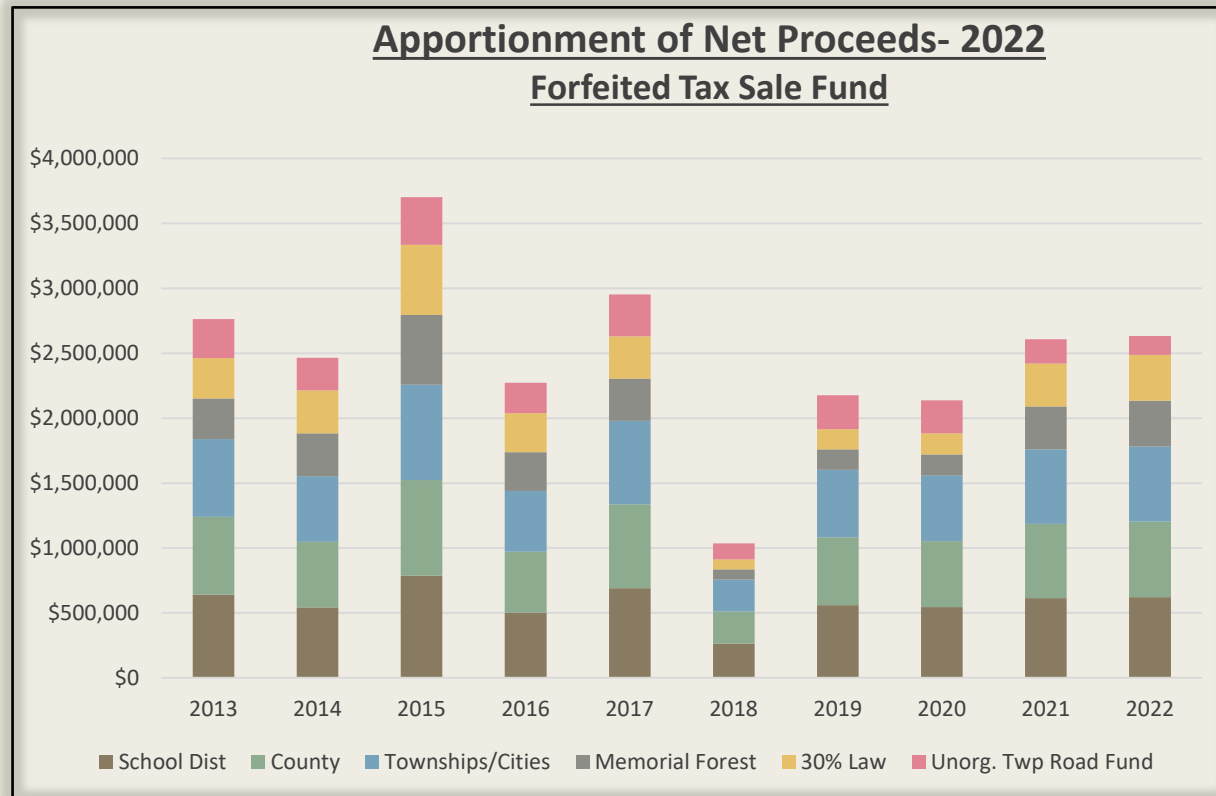
2022 Revenue = \$3,995,634
10 Year Average = \$3,572,731



-Land Department is funded by annual land management revenue (not tax levy funds).

2022 Net Proceeds = \$2,425,389

10 Year Average = \$2,301,260



- Annual net revenue is apportioned to the local taxing districts (cities/townships, school districts, county), Memorial Forests, 30 % Law (Park System, Tourism & Economic Dev. Fund Grantees), and Unorganized Township Road Fund.

Forfeited Tax Sale Fund

2022 Apportionment Beneficiaries

<u>Townships</u>	<u>Cities</u>	<u>TED Grantees</u>
Arbo	Bovey	Bigfork River Board
Balsam	Calumet	Buck Lake Improvement Club
Bearville	Cohasset	City of Bovey
Bigfork	Coleraine	City of Coleraine
Blackberry	Deer River	City of Nashwauk
Carpenter	Effie	Grand Rapids Airport
Deer River	Grand Rapids	Goodland Township
Feeley	Keewatin	Harris Township
Goodland	Marble	Itasca Ski & Outing Club
Greenway	Nashwauk	Northern Itasca Joint Powers Board
Harris	Taconite	Northern Counties Land Use Coord. Board
Kingshurst		Wabana Township
Lake Jessie	<u>School Districts</u>	
Lawrence	ISD 316	<u>Memorial Forests</u>
Lone Pine	ISD 217	Loucks-Danyluk Memorial Forest
Moose Park	ISD 318	Dunn-Stephens Memorial Forest
Morse	ISD 319	Charles Godfrey Memorial Forest
Nashwauk		
Oteneagen	<u>Itasca County</u>	
Sago		
Sand Lake	<u>County Park System</u>	
Splithand		
Stokes	<u>Unorganized Township</u>	
Third River	<u>Road & Bridge Fund</u>	
Trout Lake		
Wabana		
Wawina		
Wildwood		
Wirt		

■ REAL ESTATE

- New Forfeitures & Land Classification (141 parcels)
- Repurchases (6 parcels)
- Land Sales (29 parcels)
- Conditional Use Deeds (1 parcel)
- Road Easements & Licenses (12 total)
- Utility Easements & Licenses (11 total)
- Clean-ups & Demolitions (2 total)
- Leases (82 total)
- Cartways (0)
- Environmental Trust Fund (3 grants)



MPCA cleanup on tax-forfeited property in 2022.

■ MINING & GRAVEL

- Long Term Surface Lease of 1700 acres to MagIron LLC



- 15 Gravel Permits



■ PARK SYSTEM

- Fairgrounds Park & Campground (Public Events, Campground Reconstruction)
- Gunn Park (Events, Sign Project)
- Bass Lake Park (Electric Service to 16 Campsites)
- Dispersed Campsites
- Public Boat Accesses (Access maintenance project))
- Ski/Hunter Walking Trails (Mowing/Brushing)



■ FOREST RECREATION AND TRAILS

- **MN Grant-in-Aid Trail Program Sponsorship**
- **ATV Trail Projects** (Herb Brandstrom, Len Hardy, Wilderness, Pengilly-Calumet, Keewatin Trail Runners & Alborn Trails)
- **Snowmobile Trail Projects** (Balsam Creek Bridge, Driftskippers Trail)
- **Other Trail Projects** (Squaw Lake Multi-Use & Nashwauk MB Trails/Trailhead)
- **ATV & Snowmobile Alliances, NORLUA, Trails Task Force**



Construction activities on Len Hardy Trail.



Construction of Squaw Lake Connector Trail.



Itasca County Trail Grants 2022

<u>Trail</u>	<u>Yamaha</u>	<u>Trails Taskforce</u>	<u>RAC Grant</u>	<u>F RTP</u>	<u>Trail Improvement</u>	<u>IRRRB</u>	<u>DNR GIA Specific</u>	<u>DNR: Direct</u>
Wabana Trail			\$ 7,000.00			\$ 10,000.00		
Wilderness Trail	\$ 25,000.00							
Delbert Brandstrom Bridge						\$ 85,000.00	\$ 30,000.00	
Len Hardy Trail						\$ 55,000.00		
Driftskipper Southern reroute					\$ 65,000.00			
Ridge Runners Groomer				\$ 75,000.00				
38ers Suomi Reroute		\$ 10,000.00			\$ 10,000.00			
Lawron Culverts					\$ 25,597.50			
Marcell Snowdrifter Groomer		\$ 10,000.00		\$ 75,000.00				
S. Lake Phase 2						\$ 80,000.00		
Lawron Trailhead		\$ 10,000.00				\$ 40,000.00		
Alborn Culverts							\$ 15,392.80	\$ 70,000.00
	\$ 25,000.00	\$ 30,000.00		\$ 150,000.00	\$ 100,597.50	\$ 270,000.00	\$ 45,392.80	\$ 70,000.00
							Sub Total	\$ 690,990.30
							ATV GIA FY22/23	\$ 267,141.00
							Snowmobile GIA FY22/23	\$ 333,563.00
							GRAND TOTAL:	\$ 1,291,695.06

■ NOXIOUS WEED LAWS

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



■ PUBLIC EDUCATION

- **Future Forest Stewards Program: 150-200 high school students at an active timber sale and the Northstar Logging Expo.**
- **Forest management tours for Itasca Community College students.**
- **Forest management tour to MN Forest Resource Council staff.**
- **Land Department and Noxious Weed booths at County Fair.**



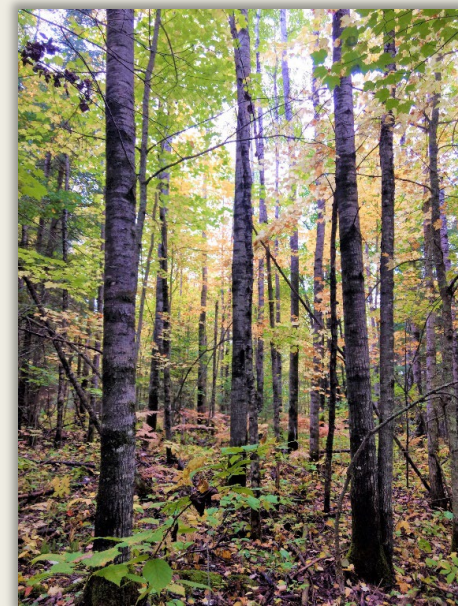
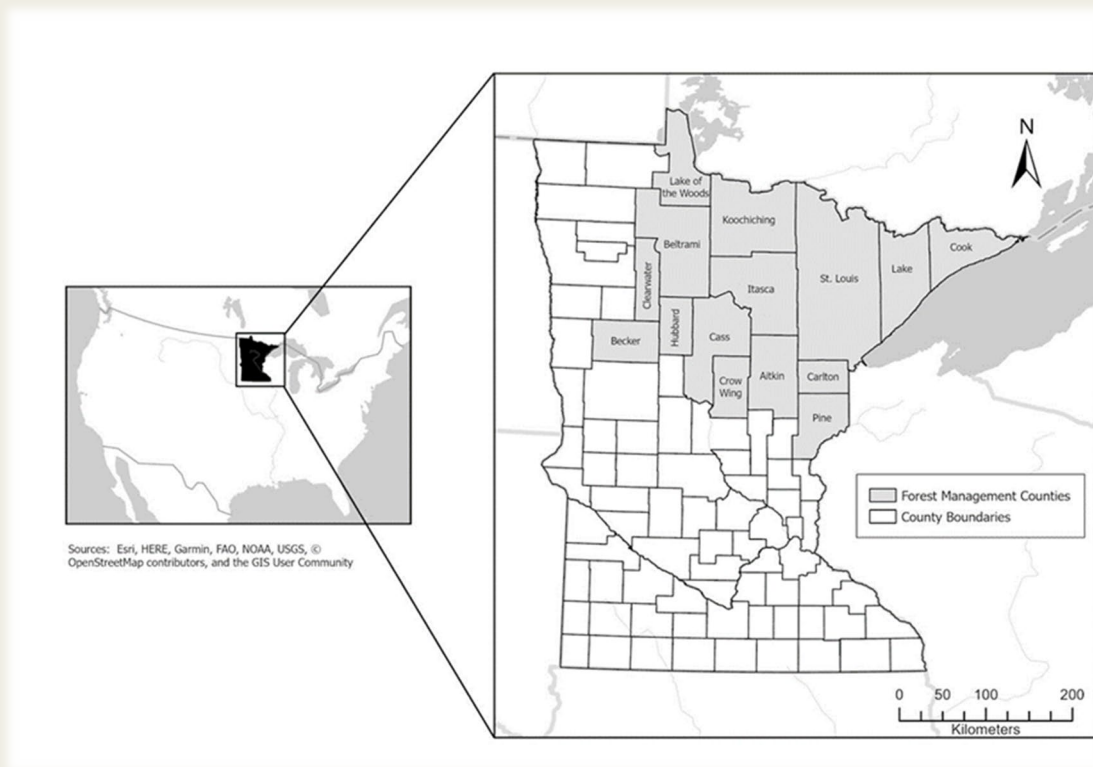
■ FORESTRY PROGRAM

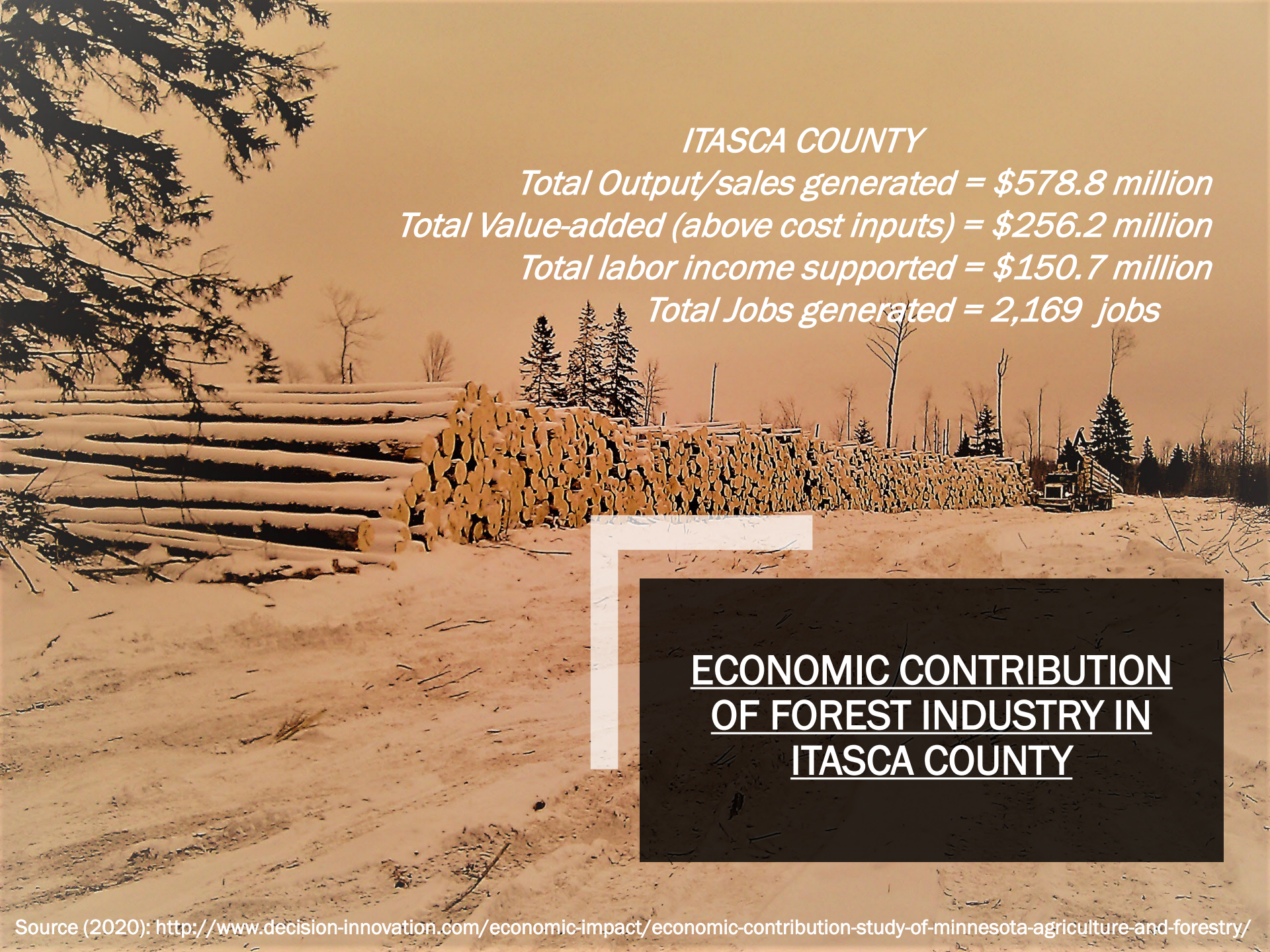
- Forest Certification
- Timber Program
- Forest Restoration & Development
 - Gravel & Non-Timber Forest Products (122 permits issued)
 - Forest Roads (35.4 miles of new/reconstructed forest road)
 - Forest Inventory, GIS & Analysis (14,883 acres re-inventoried)



■ MINNESOTA COUNTY FORESTRY PROGRAMS

15 northern Minnesota counties manage over 2,700,000 acres of working forest.





ITASCA COUNTY

Total Output/sales generated = \$578.8 million

Total Value-added (above cost inputs) = \$256.2 million

Total labor income supported = \$150.7 million

Total Jobs generated = 2,169 jobs

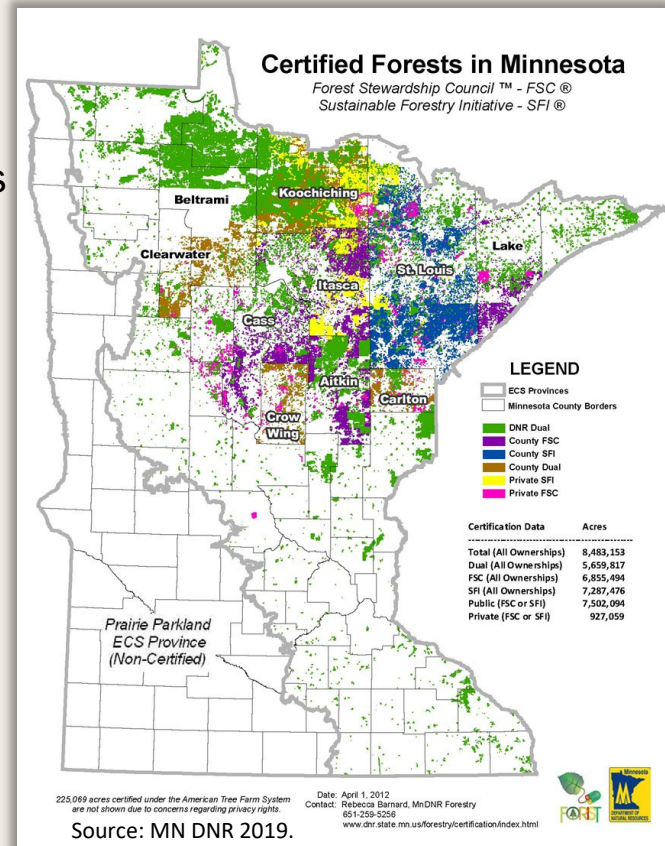
ECONOMIC CONTRIBUTION OF FOREST INDUSTRY IN ITASCA COUNTY

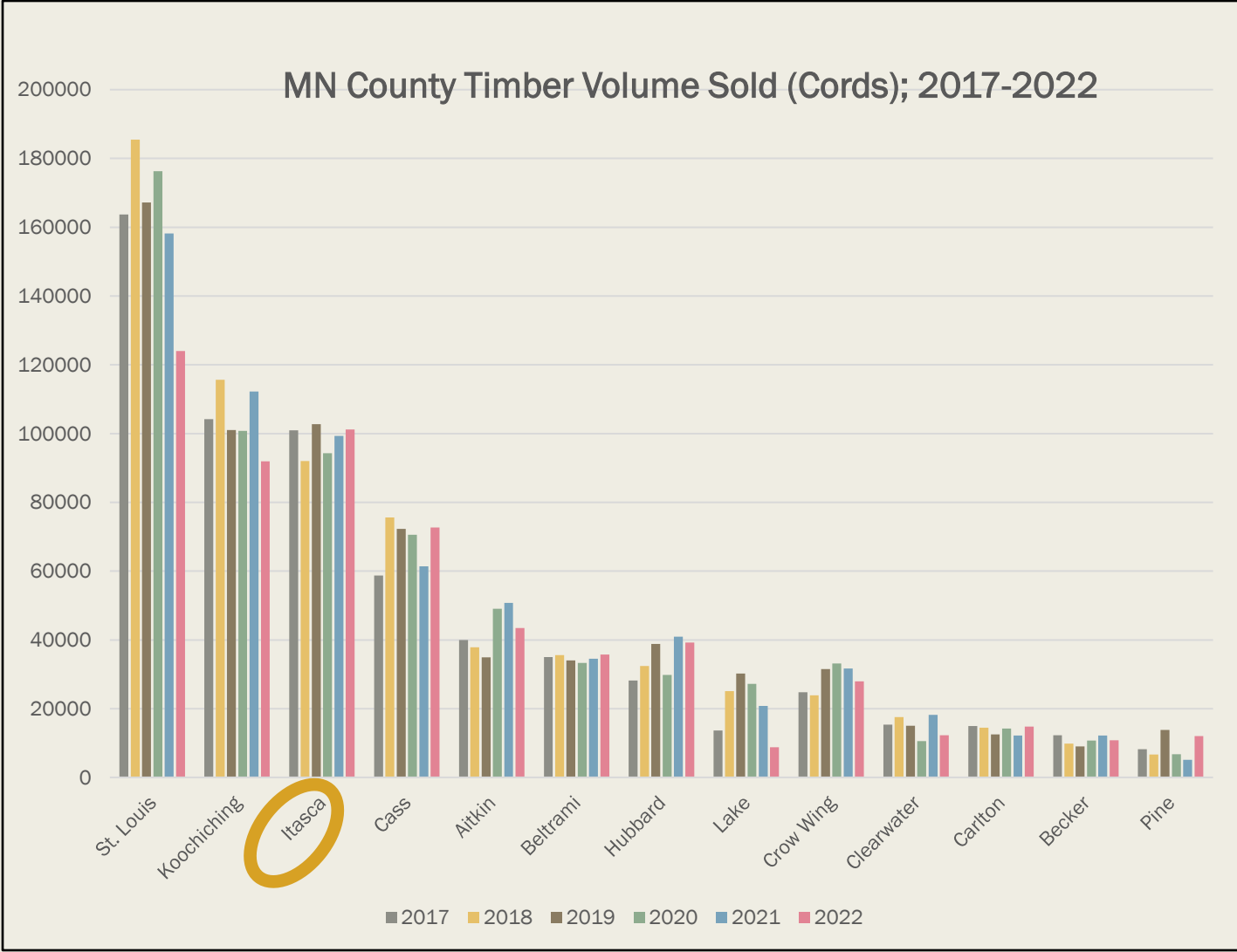
■ FOREST CERTIFICATION

Forest Stewardship Council (FSC)

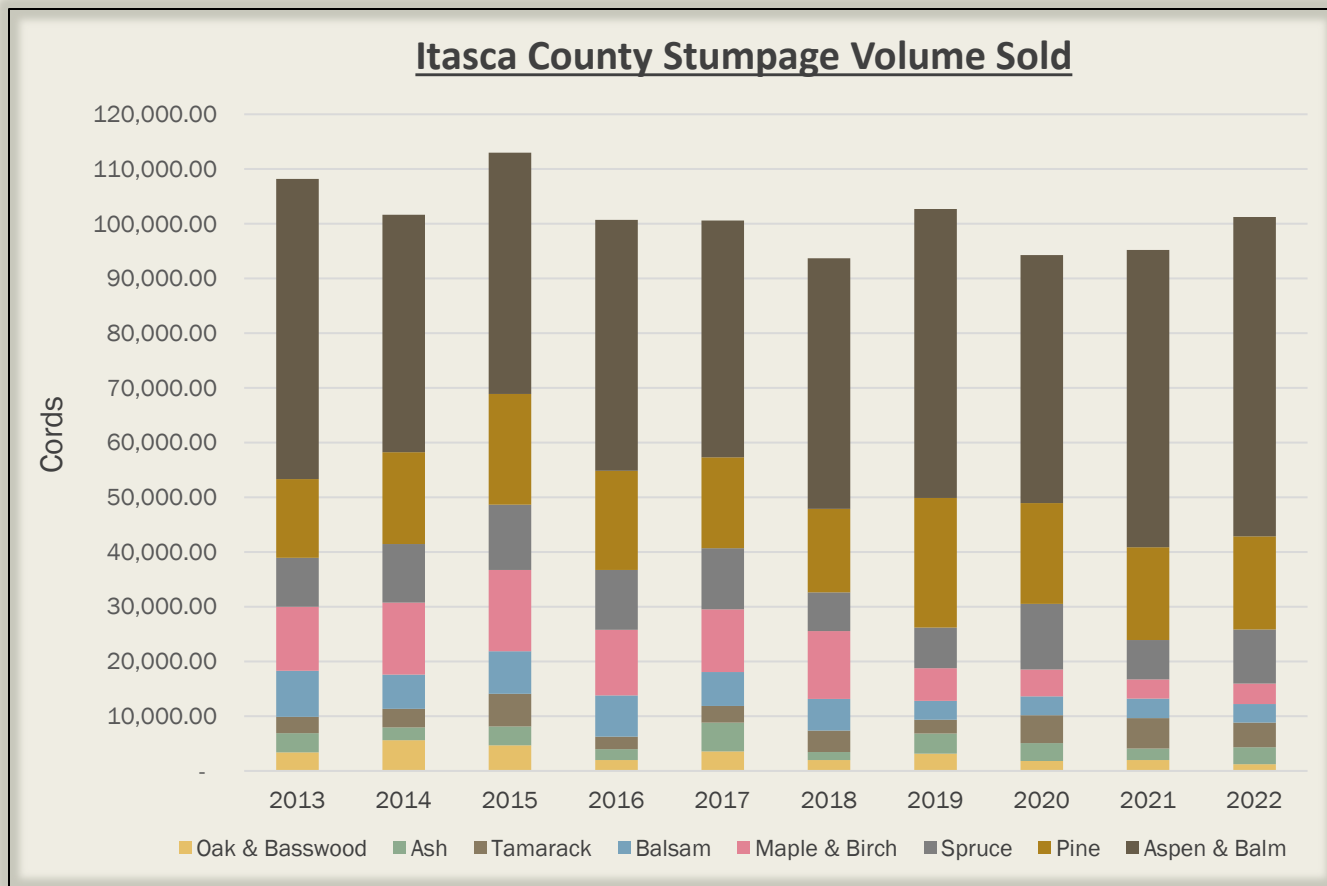


- 7.85 million acres of 3rd party certified forests in MN
- 2.62 million acres of county 3rd party certified forests in MN (1.13 million acres in FSC)
- The 2022 FSC audit was conducted by the NEPCon 3rd party certification service.
- Itasca County successfully maintained FSC forest management and chain-of-custody certification for the 17th year.

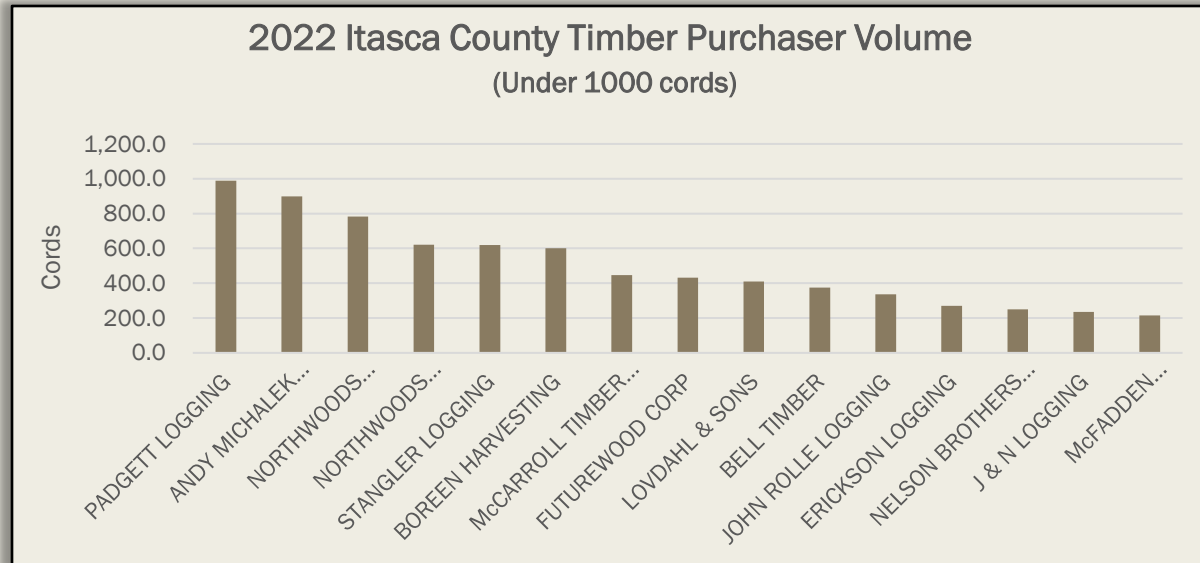
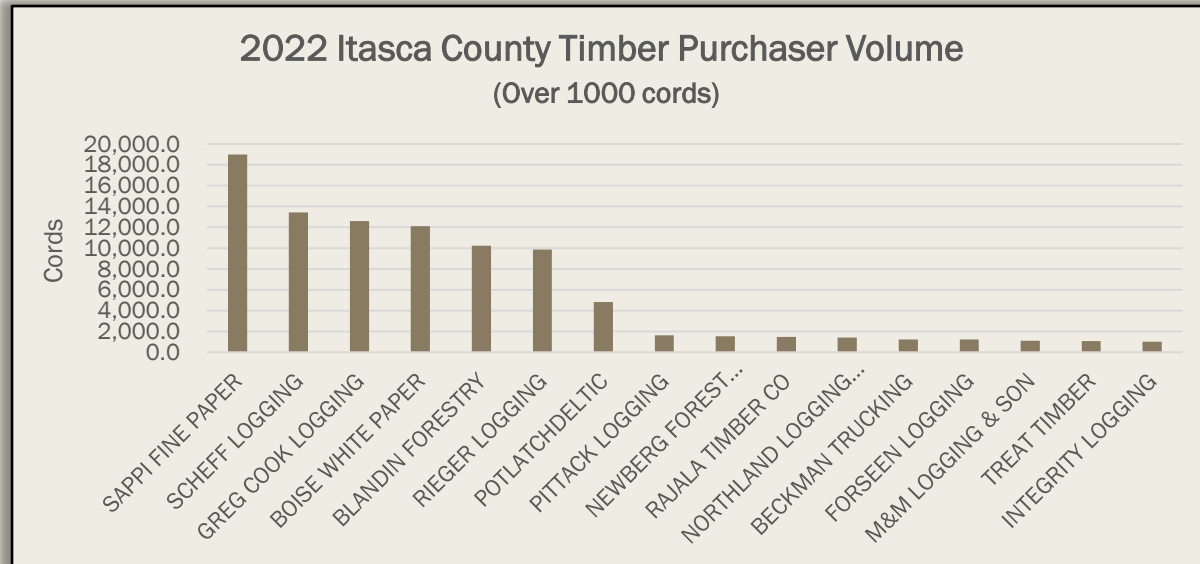




Total Stumpage Volume Sold in 2022 = 101,224 cords
10 Year Average = 101,127 cords

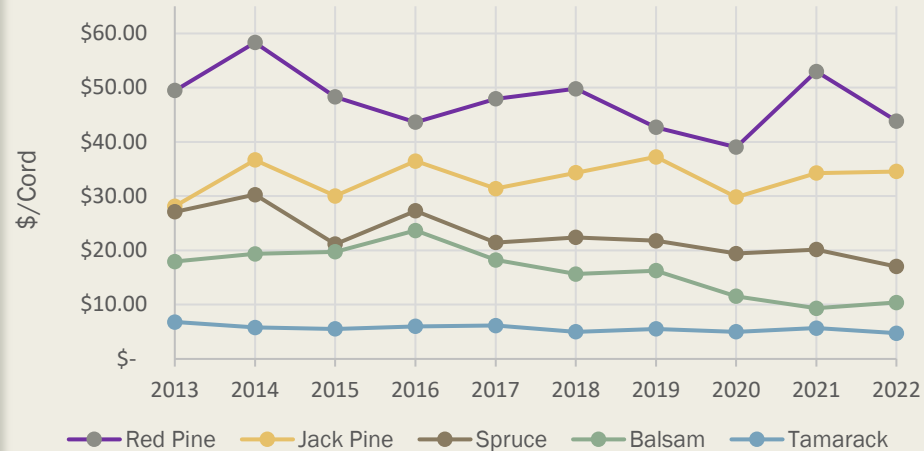


- 95 of 112 timber permits sold at auction to 31 purchasers
- 101,224 cords sold by Itasca County in 2022



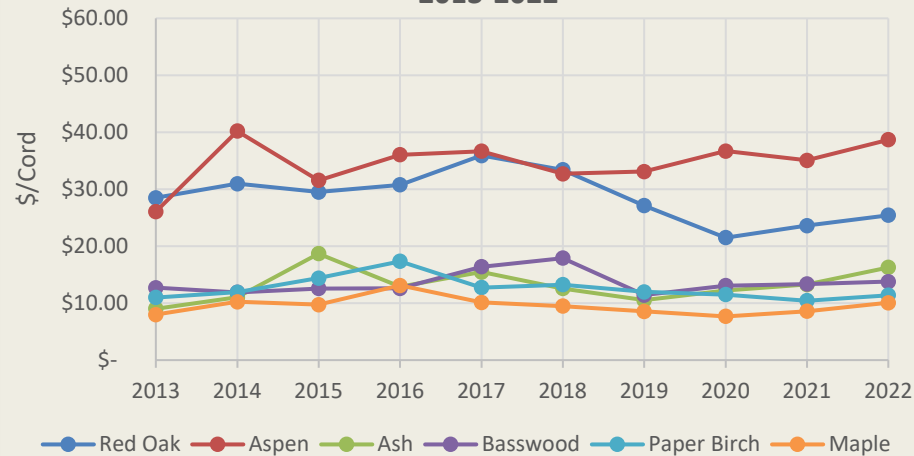
Itasca Co. Softwood Stumpage Prices

2013-2022



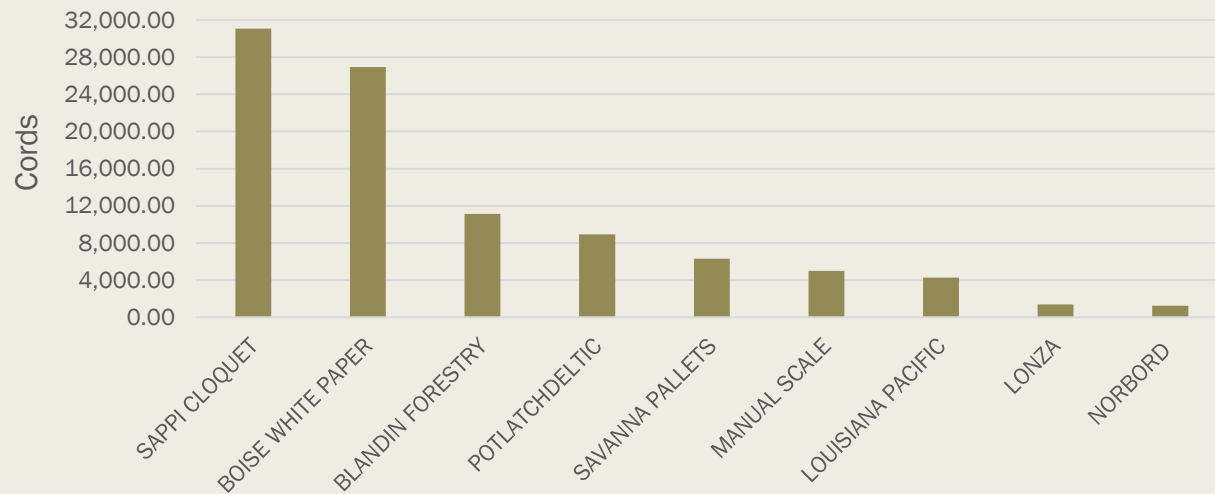
Itasca Co. Hardwood Stumpage Prices

2013-2022

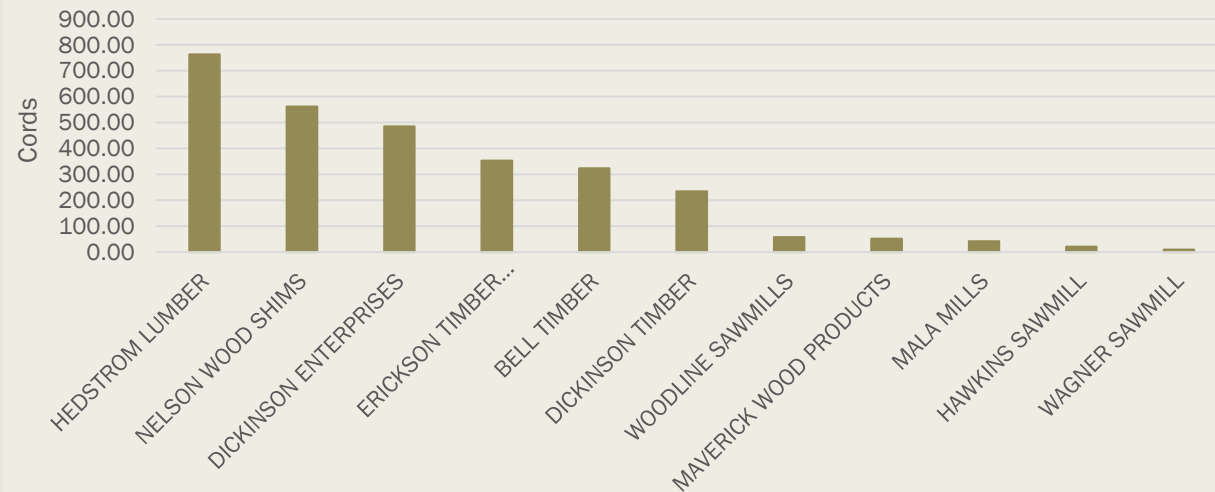


2022 Total Timber Scaled = 99,130 cords

Itasca County Consumers- 2022 Timber Volume Scaled
(over 1000 cords)

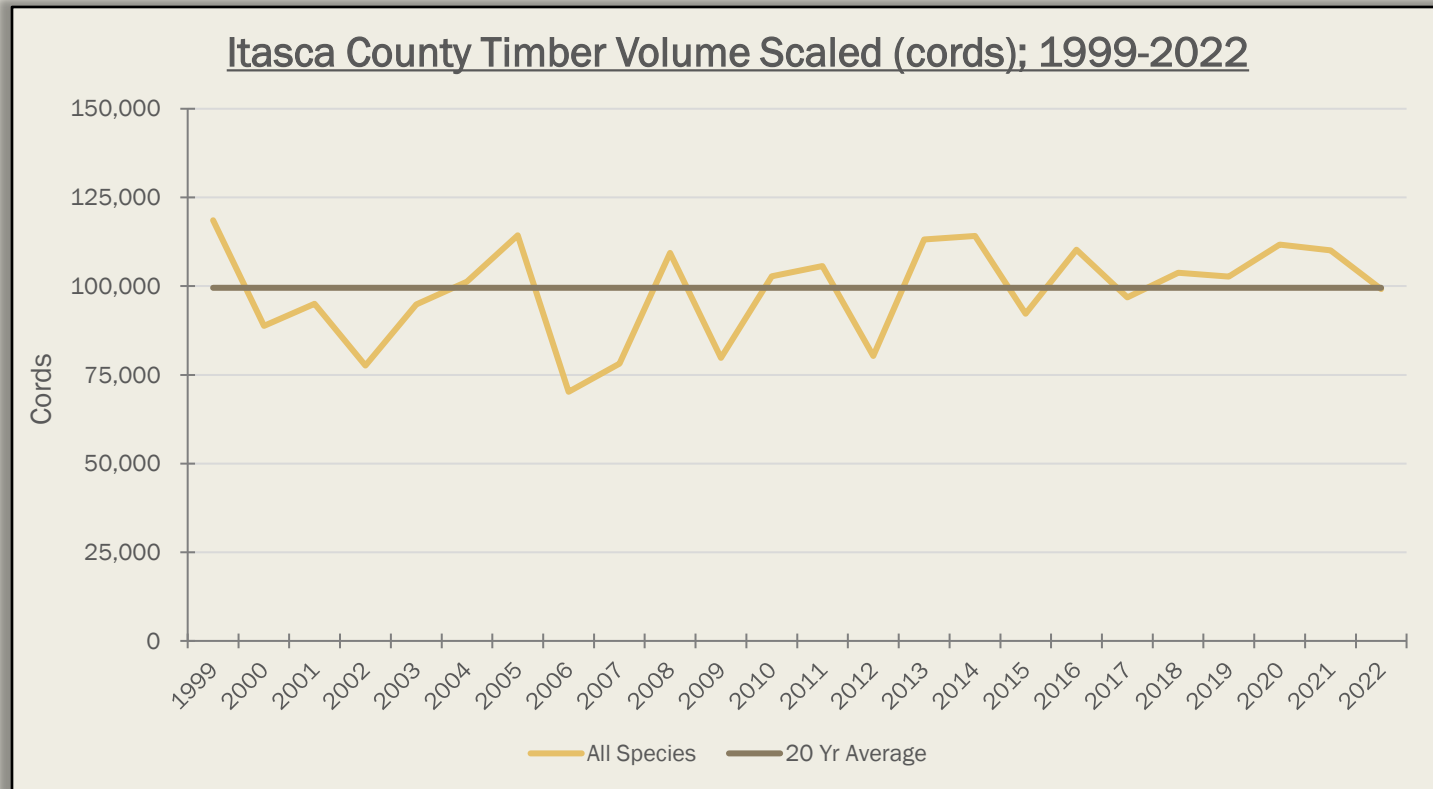


Itasca County Consumers- 2022 Timber Volume Scaled
(under 1000 cords)

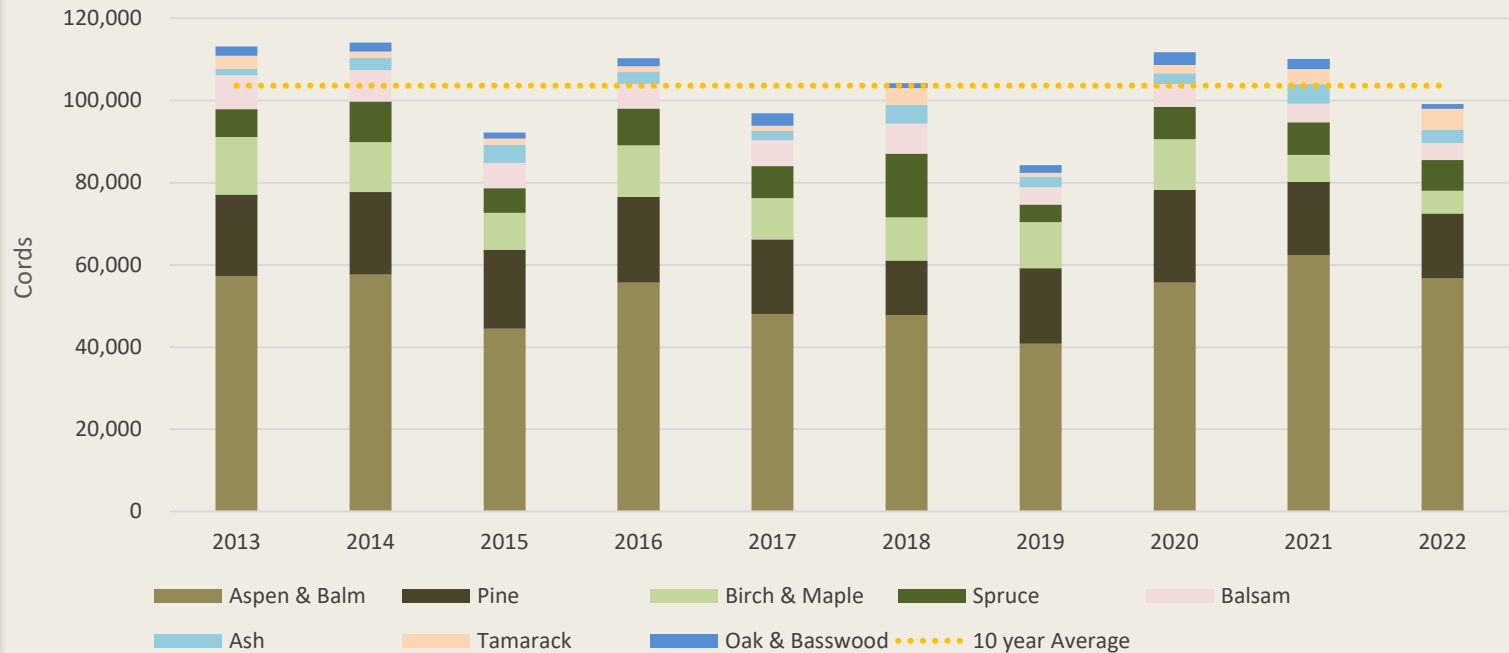


2022 Total Timber Scaled = 99,130 cords

20-year Average = 99,541 cords



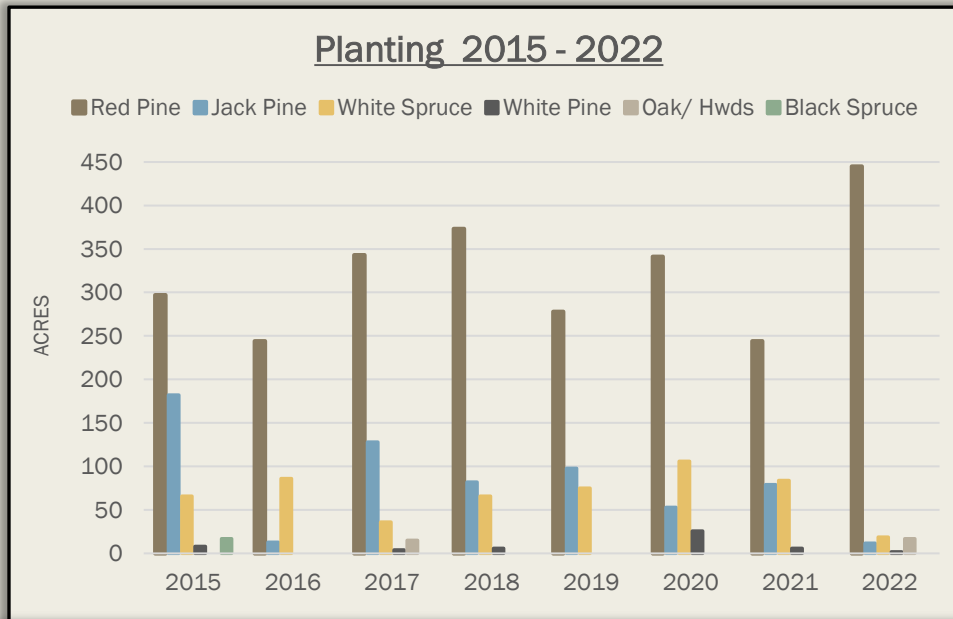
Itasca County Timber Volume Scaled 2013-2022



10 year Average = 103,616 cords

2022 Total Timber Scaled = 99,130 cords

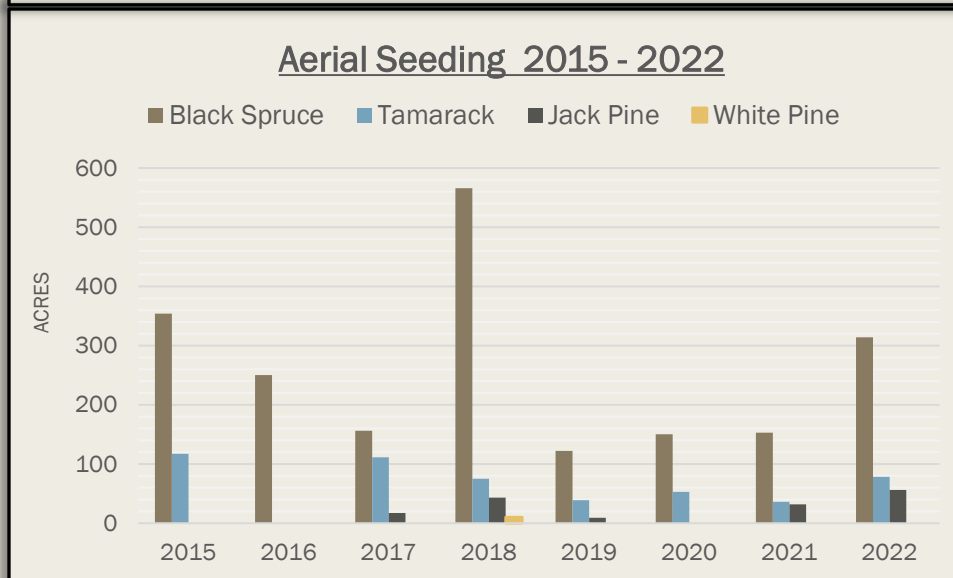
■ RESTORATION/ REFORESTATION



2022 Stand Treatments

-238 acres bud-capped
 -52 acres oak tubex
 -123 acres released
 -1,330 thinning acres auctioned

*3.1 million seedlings
 planted in past 8 Years*



*8 Yr. Average = 481 acres
 planted per year*

2019

Itasca County Forest Management Plan



Itasca County Forest Management Plan

Publicly Reviewed &
County Board Approved

Timber harvesting is based on
*professional, scientific, sustainable
methods.*

**Forest Management Plan Update =
= 10 years (2029)**

**Annual Harvest Levels Update
= 5 years (2024)**



Questions ?



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, December 19, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3401

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: M.N. Technology Representatives

AGENDA ITEM:

Request for Letter of Support

BOARD ACTION REQUESTED:

Approve a Letter of Support for the M.N. Technology cannabis cultivation operation in Cohasset and authorize County Board Chair to sign said letter.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Request for Letter of Support - M.N. Technology

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

It was the consensus of the County Board to direct the County Attorney's office to draft this letter of support.

12/14/2023

To the Itasca County Board and its members for consideration:

M.N. Technology is requesting a letter of support and recommendation from Itasca County as discussed at our previous meeting.

Reasons for considerations that support our request:

- Community and local economic impact of \$40.3 million during construction and up to \$46.7 million by year 3 of operation.
- Large full-time job creation with benefits for all employees (72).
- Average first-year salary/wage of \$75,000.
- Annual donation of at least 2% of net profits to local non-profit organizations.
- Majority woman owned business.
- 100% locally owned.
- All profits from M.N. Technology will stay in our local economy.
- Cohasset is an energy transition community that will be greatly affected by the eventual loss of Minnesota Power, the addition of M.N. technology into the city will help offset this loss.

Thank you for your consideration,

Mandy Nintzel
President and CEO



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, December 19, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3399

DEPARTMENT: Administrative Services

TIME REQUESTED: 10 Minutes

PRESENTER: Jerry Bolin

AGENDA ITEM:

Bowstring Municipal Airport - Airport Layout Plan Grant Request

BOARD ACTION REQUESTED:

Approve submission of a grant request to MnDOT Aeronautics for the Airport Layout Plan and Narrative Report at the Bowstring Municipal Airport in the amount of \$70,000 including a local match of \$3,500.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Bowstring Municipal Airport - ALP Grant Cover Letter
2. Bowstring Municipal Airport - ALP Grant Request Combined
3. State-Grant-Offer-Letter-Bowstring-9Y0-Planning-lch

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



12/19/2023

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

RE: Bowstring Municipal Airport – Airport Layout Plan Grant Request

Dear Commissioners,

Thank you for the opportunity to assist the Bowstring Municipal Airport with the submission of a grant request to MnDOT Aeronautics to provide a new Airport Layout Plan and Narrative Report.

Karvakko has been working closely with the Bowstring Municipal Airport and MnDOT Aeronautics to coordinate this grant offer and develop a scope of services to satisfy the requirements of MnDOT Aeronautics in the development of an Airport Layout Plan. The Airport Layout Plan is a requirement for State funded airports and is a reimbursable expense through MnDOT Aeronautics, covered by a 95% State match. The overall cost to provide a new Airport Layout Plan and Narrative report is \$70,000, of which MnDOT will fund \$66,500. The overall local share for the project will be \$3,500. If acceptable, we ask that the board approve to move forward with the grant request to MnDOT Aeronautics. Note, this does not financially bind the county to any agreement. The official grant offer and resolution will be sent out by MnDOT Aeronautics once this grant request is submitted. This is anticipated to occur in January of 2024.

Attached you will find the grant request letter including the project cost breakdown and funding split, and a draft detailed scope of services for Karvakko to provide professional services as Attachment A. If there are any questions, please feel free to contact me at jerry.bolin@karvakko.com or 218-444-8004.

Again, thank you for this opportunity and we look forward to working with you, the Bowstring Municipal Airport, and MnDOT Aeronautics to complete this project.

Sincerely,

Karvakko Engineering, Inc.

Jerry Bolin, P.E.

December 19th, 2023

Mr. Dan Boerner, PE
Regional Airport Engineer
MnDOT Department of Aeronautics
395 John Ireland Blvd
Main Stop 410
St. Paul, Minnesota 55155-1800

Subject: **State Grant Request – Bowstring Municipal Airport
Airport Layout Plan & Narrative Report**

Dear Mr. Boerner,

On behalf of the Bowstring Municipal Airport, this request is being made for a State Grant for the above referenced project at the Bowstring Municipal Airport. The Grant request items are:

Grant Item	Total Amount	State Share	Local Share
Karvakko – Itasca County / Bowstring Municipal Airport Agreement (Airport Layout Plan & Narrative Report)	\$70,000.00	\$66,500.00	\$3,500.00
Total Project Cost	\$70,000.00	\$66,500.00	\$3,500.00

The total amount of State dollars for Phase I being requested is \$66,500.00

The following items are attached to this grant request letter to assist in the processing of this application:

- Karvakko – Itasca County / Bowstring Municipal Airport Draft Agreement (Airport Layout Plan & Narrative Report)

Please contact me at (218) 327-7363 if you have any questions regarding this request.

Sincerely,

Brett Skyles, County Administrator
Itasca County

cc: Michael Karvakko, Karvakko Engineering, Inc.
 Jerry Bolin, Karvakko Engineering, Inc.
 Lisa Randall, CEDA

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between Itasca County (Owner) and Karvakko Engineering, Inc. (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as Bowstring Municipal Airport – Airport Layout Plan Update (Project). Engineer's services under this Agreement (Services) are generally identified as: Refer to Attachment A.

Owner and Engineer further agree as follows:

1.01 Services of Engineer

- A. Engineer shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by Engineer.

2.01 Owner's Responsibilities

- A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.
 - 1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.
- B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

3.01 Schedule for Rendering Services

- A. Engineer shall complete its Services within the following specific time period: December 31, 2024. If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

4.01 Invoices and Payments

- A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.
- B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- C. Failure to Pay: If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2.
- D. Reimbursable Expenses: Engineer is entitled to reimbursement of expenses only if so indicated in Paragraph 4.01.E or 4.01.F. If so entitled, and unless expressly specified otherwise, the amounts payable to Engineer for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external expenses allocable to the Project, including Engineer's subcontractor and subconsultant charges, with the external expenses multiplied by a factor of: Refer to Appendix 1.
- E. Basis of Payment
 - 1. Lump Sum. Owner shall pay Engineer for Services as follows:
 - a. A Lump Sum amount of \$70,000.
 - b. In addition to the Lump Sum amount, reimbursement of the following expenses: None.
 - c. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.
- F. Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services. Engineer's standard hourly rates are attached as Appendix 1.

5.01 Termination

- A. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.
 3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.
- B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.
- C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.
1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
 2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

6.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific

purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants;

3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
 - H. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.
 - I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
 - J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
 - K. This Agreement is to be governed by the laws of the State of Minnesota.
 - L. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

7.01 Definitions

- A. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 Successors, Assigns, and Beneficiaries

- A. Successors and Assigns
 - 1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
 - 2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- B. Beneficiaries: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

9.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Attachments: **Appendix 1, Engineer's Standard Hourly Rates; Attachment A, Karvacko Scope of Services**

This Agreement's Effective Date is December 19th, 2023.

Owner:

Itasca County

(name of organization)

By:

(authorized individual's signature)

Date: December 19, 2023

(date signed)

Name: Brett Skyles

(typed or printed)

Title: County Administrator

(typed or printed)

Address for giving notices:

123 NE 4th Street

Grand Rapids, MN 55744

Designated Representative:

Name: Brett Skyles

(typed or printed)

Title: County Administrator

(typed or printed)

Address:

123 NE 4th Street

Grand Rapids, MN 55744

Phone: (218) 327 - 7363

Email: Brett.skyles@co.itasca.mn.us

Engineer:

Karvakko Engineering, Inc.

(name of organization)

By:

(authorized individual's signature)

Date: December 19, 2023

(date signed)

Name: Mike Karvakko

(typed or printed)

Title: President

(typed or printed)

Address for giving notices:

210 24th St NW, Suite 100

Bemidji, MN 56601

Designated Representative:

Name: Mike Karvakko

(typed or printed)

Title: President

(typed or printed)

Address:

210 24th St NW, Suite 100

Bemidji, MN 56601

Phone: (218) 444 - 8004

Email: Mike.karvakko@karvakko.com

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated December 12, 2023.

ENGINEER'S STANDARD HOURLY RATES

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraph 4.01 and are subject to annual review and adjustment.

B. Schedule of Hourly Rates & Reimbursables:

2023 SCHEDULE OF RATES

Effective January 1, 2023 to December 31, 2023

Fees

Std Hourly Rate

Principal	\$230.00
Professional VI	\$184.00
Professional V	\$176.00
Professional IV	\$155.00
Professional III	\$136.00
Professional II	\$128.00
Professional I	\$120.00
Technician III	\$115.00
Technician II	\$102.00
Technician I	\$ 92.00
Clerical	\$ 74.00

Professional: Engineer, Surveyor, Environmental Specialist, Landscape Architect, or Project Manager

Technician: Draftsman, Field Tech, Design Tech, Survey Tech

All work beyond 40 hours per work week (Monday thru Saturday) for an employee shall be invoiced at rate of 1.50 times the standard rate identified above. Any and all work completed on Sundays or a federally recognized Holiday shall be invoiced at a rate of 2.00 times the standard rate identified above.

Reimbursables

Field/Office Expenses and Equipment 15% of Fee (not including subs)
Subconsultants Cost plus 10%



ATTACHMENT A - SCOPE OF WORK

AIRPORT LAYOUT PLAN UPDATE

DESIGN & PLANNING SERVICES

BOWSTRING MUNICIPAL AIRPORT

ITASCA COUNTY, MN

1 PROJECT DESCRIPTION

The Bowstring Municipal Airport is located west of the community of Bowstring, along the east side of Bowstring Lake. This airport consists of a 2,565 foot long primary turf runway, which is 150 feet in width. The airport is owned by Itasca County and was originally opened to the public in July of 1961. Currently, the airport is used by the general aviation public, as well as tourism operations for the surrounding communities. It is our understanding that Bowstring Municipal Airport wishes to prepare an Airport Layout Plan (ALP) and Narrative Report, as required by MnDOT Aeronautics. The Bowstring Municipal Airport currently does not have an airport layout plan (ALP), which is a requirement of state licensed airports. Karvakko will work alongside the Bowstring Municipal Airport and Itasca County to prepare this airport layout plan (ALP), ensuring that the Airport's vision for the future is met, as well as to ensure that the vision and airfield standards are compliant with MnDOT Office of Aeronautics requirements.

The project is anticipated to be completed in one (1) phase. Funding for this project will be split between MnDOT Aeronautics and a local share. MnDOT Aeronautics will fund the project at a rate of 95%, the remaining 5% will come from a local match. This project will provide for a new airport layout plan (ALP) plan set, which may include, but will not be limited to the following:

- Sheet 1: Title Sheet
- Sheet 2: Airport Layout Plan
- Sheet 3: Runway 7/25 Approach Areas
- Sheet 4: Land Use & Zoning
- Sheet 5: Airspace/Part 77

Along with the ALP plan set, an ALP Narrative Report will be completed. The ALP Narrative Report will include the existing conditions of the airport, aviation forecasts, facility requirements, alternatives analysis, navigational aids, environmental overview, and final airport layout plan. Additional sections may be added or omitted during the planning process.



The project will be evaluated and designed utilizing all Federal Aviation Administration (FAA) Advisory Circulars (ACs) and MnDOT Aeronautics' standards for construction of airports. ACs which will be referred to and referenced include, but are not limited to, the following:

- Advisory Circular (AC) 150/5300 – 13B, Airport Design
- Advisory Circular (AC) 150/5370 – 2G, Operational Safety on Airports During Construction
- Advisory Circular (AC) 150/5070 – 6B, Master Planning Guide, including Changes 1 & 2
- Advisory Circular (AC) 150/5070 – 7, Airport System Planning Process, including Change 1

PROJECT TASKS

Task 1: Project Management & Agency Coordination

1.1 Project Management

Consultant shall provide an experienced project manager to oversee all aspects of the project and the design team. The Project Manager shall have daily involvement in the project and shall provide oversight, guidance, and mentorship to the design team throughout the duration of the project. The Project Manager shall coordinate weekly meetings with the design team to answer questions and check on progress of the project.

1.2 Project Meetings and Coordination with Sponsor, State, FAA, etc..

Consultant shall coordinate with the subconsultants, sponsor, State, FAA and other applicable agencies to complete the required work elements.

1.2.1 Kickoff meeting: Consultant shall prepare for and attend one (1) kickoff meeting with the Airport prior to the ALP preparation starting. The project parameters, desired outcomes, and stakeholders to be involved with the project shall be determined during this meeting. The Consultant shall take notes, prepare minutes, and distribute minutes of the pre-design meeting with all stakeholders who were in attendance.

1.2.2 The Consultant will prepare for and conduct up to three (3) meetings with the Airport to discuss the progress of the ALP development and request input from the Airport on the draft ALP submittals. One of the three meetings shall include a public open house to hear comments from the surrounding communities impacted by the airport layout plan development.

1.2.3 Coordination with the State, Local agencies, subconsultants, etc. The Consultant shall coordinate the project parameters and criteria with the project stakeholders including the State, Airport, County Board, and other stakeholders identified during the pre-design meeting.



Task 2: Preliminary Planning

1.1 Airfield Survey

Consultant shall conduct a topographic survey of the airport property. The topographic survey shall collect existing topography of the airfield, existing infrastructure, lights, buildings, edges of concrete, edges of bituminous, gravel, runway edge lights and end lights, taxiway reflectors, electrical lines, tree lines, miscellaneous structures, hangars, wind cones, beacons, fences, and other items necessary for the completion of the airport layout plan (ALP). It is anticipated that the topographic survey will be completed in four (4) trips by a two man survey crew. Each trip is anticipated to be completed in a total of 12 hours.

1.2 Preliminary Drafting

The Consultant shall import digital data collected from the airport survey into AutoCAD Civil 3D software. The Consultant shall draft the preliminary data to develop a base map for the airport. The drafting shall include break lines, existing contours, buildings, pavement edges, roads, parking lots, fence lines, tree lines, wind cones, lights, taxiway reflectors, runway lighting, and other items collected during the airport survey. The preliminary base drawing shall be used to complete the Airport Layout Plan.

Task 3: 50% Airport Layout Plan (ALP) & Narrative Report

2.1 50% Airport Layout Plan & Narrative Report

The Consultant shall utilize the base drawing developed during the preliminary planning phase to bring the existing Airport Layout Plan to the 50% level. The 50% Airport Layout Plan shall incorporate comments received from the stakeholders during the pre-design meeting, as well as update the plan set to show current conditions of the airfield. The 50% Airport Layout Plan (ALP) and Narrative Report shall be submitted to the Airport, County Board, and State for review and comment.

2.2 50% Airport Layout Plan – Stakeholders Meeting

Upon receipt of comments on the 50% Airport Layout Plan and Narrative Report, the Consultant shall facilitate and attend a 50% ALP meeting with all stakeholders identified during the kickoff meeting. The Consultant shall take notes and prepare minutes upon completion of the meeting. The minutes will be distributed to all parties who were in attendance of the meeting.

Task 4: 90% Airport Layout Plan (ALP) & Narrative Report

3.1 90% Airport Layout Plan & Narrative Report

The Consultant shall address comments received by the Airport and State on the 50% Airport Layout Plan, Narrative Report, and during the 50% Airport Layout Plan – Stakeholders Meeting to bring the



Airport Layout Plan to the 90% level. The 90% Airport Layout Plan shall incorporate and address the comments received by Stakeholders, as well as add additional information as developed from the stakeholders meeting. The 90% Airport Layout Plan (ALP) and Narrative Report shall be submitted to the Airport, County Board, and State for review and comment.

3.2 90% Airport Layout Plan – Stakeholders Meeting

Upon receipt of comments on the 90% Airport Layout Plan, the Consultant shall facilitate and attend a 90% ALP meeting with all stakeholders identified during the kickoff meeting. The Consultant shall take notes and prepare minutes upon completion of the meeting. The minutes will be distributed to all parties who were in attendance of the meeting.

3.3 90% Airport Layout Plan Update – Airspace Review

Upon completion of the 90% Airport Layout Plan, the Consultant shall send the 90% Airport Layout Plan to all relevant agencies for airspace review. The relevant agencies shall comment on the proposed Airport Layout Plan and recommend modifications if needed to comply with MnDOT Aeronautics standards.

Task 5: Final Airport Layout Plan (ALP) & Narrative Report

4.1 Final Airport Layout Plan & Narrative Report

The Consultant shall take comments received by the State and Airport on the 90% Airport Layout Plan, Narrative Report, and address them on the Final Airport Layout Plan. All comments shall either be addressed on the Airport Layout Plan and Narrative Report, or a written summary on how they are being addressed shall be provided with the Final Airport Layout Plan and Narrative Report. The Consultant shall incorporate and address comments also received by other Stakeholders during the 90% Airport Layout Plan – Stakeholder Meeting. The Consultant shall affix signature blocks to Sheet 1 (Title Sheet) of the Final Airport Layout Plan. The Consultant shall sign the Title Sheet in one signature block and submit the Final Airport Layout Plan to the State for signature and approval.

Once all signatures have been received, the Consultant shall distribute PDF copies of the approved ALP and Narrative Report to both the Airport and County, as well as the State. The Consultant shall print off two hard copies of the Airport Layout Plan on 11"x17" paper and deliver the hard copies to the Airport for their records.

PRELIMINARY SCHEDULE

- Project Scoping:	November 2023 – December 2023
- Topographic Survey:	January 2024 – April 2024
- 50% Airport Layout Plan:	April 2024 – June 2024
- 90% Airport Layout Plan:	July 2024 – September 2024
- Final Airport Layout Plan:	October 2024 – December 2024

October 27, 2023

Brett Skyles

Itasca County Administrator – City of Bowstring

Dear Brett Skyles,

The Minnesota Department of Transportation Aeronautics Office has completed its review and prioritization of requests for State Fiscal Year 2024 funding from the State Airports Fund CIP.

I am pleased to inform you that: The **Airport Layout Plan** project, for an estimated total cost of **\$70,000.00** as identified in your State Fiscal Year (SFY) 2024 Capital Improvement Program (CIP), has been selected to receive a State Grant Offer. MnDOT will execute a Grant Contract under the following conditions:

- These funds have been identified for the project(s) identified in this letter and cannot be applied toward another project at your airport.
- The funds are available to execute the grant during State Fiscal Year 2024 (July 1, 2023 to June 30, 2024). To improve the use of State Airports funds, **we are requiring a complete grant request by December 31, 2023**. If you are not able to make this December 31st deadline, you must work with your Regional Engineer to schedule a submittal date that works for you. If a grant request cannot be submitted by December 31st, or an extended submittal date cannot be agreed upon, you may move the project to the next fiscal year on the CIP, where it will be re-scored and prioritized against the next year's projects. If you don't communicate within these requirements, the offer for funding will be rescinded for SFY 2024 and reprogrammed to address other airport needs.
- If you plan to move forward with this project, the following are required by email for a complete grant request:
 - A Grant Request Letter stating the project/funding requested and on sponsor letterhead.
 - A Cost Split detailing the costs of the project in an Excel File that can be found on the MnDOT Aero website: <http://www.dot.state.mn.us/aero/airportdevelopment/forms.html>
 - Any other supporting documents that detail costs for the project.
 - We will reach out if further explanation or documentation is needed.
- Once these documents are received and approved, MnDOT will encumber funds and a grant contract will be sent to you for signature. No reimbursement can be made until a fully executed (signed) Grant Contract has been completed. If there is some urgency to start work prior to grant execution, consult with your regional engineer to proceed with an "Early Encumbrance" process. With this process, work done prior to an encumbrance cannot be reimbursed. However, work done (costs incurred) after an encumbrance is completed, but before a grant is executed, can be reimbursed – but only after the grant is fully executed. If you use the "Early Encumbrance" process, it is done at your own risk as a fully executed Grant Contract is the only guarantee of funding.

Please communicate with me at your convenience if you wish to proceed with the project, but no later than September 30, 2023. If you no longer wish to pursue funding for the identified project in State Fiscal Year 2024, please notify me as soon as possible. Below is a summary of the deadlines outlined above:

1. November 30, 2023 – respond to this letter and communicate intent to pursue this grant.
2. December 31, 2023 – submit complete grant request documents to Regional Engineer or approved extended submittal date.
3. January 1, 2024 – selected projects that have not met deadlines 1 and 2 are reprogrammed. You must add the project to the SFY24 CIP before January 31st for consideration in the following fiscal year.

Let me know if any questions or concerns. If you would like to learn more about the grant process, see this eLearning module at: <http://www.dot.state.mn.us/onlinelearning/aeronautics/grant/>.

Sincerely,

Libby Haggerty – Grants Specialist
libby.haggerty@state.mn.us



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, December 19, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3388

DEPARTMENT: Human Resources

TIME REQUESTED: < 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Compensation - Appointed Term and Appointed At-Will Employees

BOARD ACTION REQUESTED:

Authorize a 2.65% wage increase for 2024 salaries for appointed term County Assessor, County Engineer, County Surveyor, County Veteran Services Officer and appointed at-will County Administrator and Health & Human Services Director.

BACKGROUND:

The County Board approved the budget for 2024 which included a 2.65% wage increase for appointed officials. The appointed term and appointed at-will employees have communicated that they accept a 2.65% increase for 2024.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Casey Venema
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 19, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3393

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: Chair

AGENDA ITEM:

Set 2024 Elected Official Salaries - County Auditor/Treasurer

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Year 2024 Salary for Elected Itasca County Auditor/Treasurer.

BACKGROUND:

The 2023 Salary for the Elected Itasca County Auditor/Treasurer was set at \$108,500.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

Motion To: Adopt the Resolution Re: Year 2024 Salary for Elected Itasca County Auditor/Treasurer, setting the salary at \$126,945.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Burl Ives
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 19, 2023

RESOLUTION 2023-57

RE: YEAR 2024 SALARY FOR ELECTED ITASCA COUNTY AUDITOR/TREASURER

WHEREAS, Minnesota Statutes 384.151 and 385.373 provides for the establishment of compensation for services rendered by the County Auditor/Treasurer.

NOW THEREFORE BE IT RESOLVED, that effective January 1, 2024, the salary for this elected position be \$126,945.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Burl Ives
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 19th 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 19th 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 19, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3394

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: Chair

AGENDA ITEM:

Set 2024 Elected Official Salaries - County Recorder

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Year 2024 Salary for Elected Itasca County Recorder.

BACKGROUND:

The 2023 Salary for the Election Itasca County Recorder was set at \$96,685.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

Motion To: Adopt the Resolution Re: Year 2024 Salary for Elected Itasca County Recorder, setting the salary at \$102,720.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Burl Ives
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 19, 2023

RESOLUTION 2023-58

RE: YEAR 2024 SALARY FOR ELECTED ITASCA COUNTY RECORDER

WHEREAS, Minnesota Statutes 386.015 provides for the establishment of compensation for services rendered by the County Recorder.

NOW THEREFORE BE IT RESOLVED, that effective January 1, 2024, the salary for this elected position be \$102,720.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Cory Smith
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 19th 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 19th 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 19, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3395

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: Chair

AGENDA ITEM:

Set 2024 Elected Official Salaries - County Sheriff

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Year 2024 Salary for Elected Itasca County Sheriff.

BACKGROUND:

The 2023 Salary for the Elected Itasca County Sheriff was set at \$108,500.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

Motion To: Adopt the Resolution Re: Year 2024 Salary for Elected Itasca County Sheriff, setting the salary at \$126,945.

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, December 19, 2023

RESOLUTION 2023-59

RE: YEAR 2024 SALARY FOR ELECTED ITASCA COUNTY SHERIFF

WHEREAS, Minnesota Statutes 387.20 provides for the establishment of compensation for services rendered by the County Sheriff.

NOW THEREFORE BE IT RESOLVED, that effective January 1, 2024, the salary for this elected position be \$126,945.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner John Johnson
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 19th 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 19th 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 19, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3392

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: Chair

AGENDA ITEM:

Set 2024 Elected Official Salaries - County Attorney

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Year 2024 Salary for Elected Itasca County Attorney.

BACKGROUND:

The 2023 Salary for the Elected Itasca County Attorney was set at \$141,777.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

Motion To: Adopt the Resolution Re: Year 2024 Salary for Elected Itasca County Attorney, setting the salary at \$154,277.

RESULT:	APPROVED (3 TO 2)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Terry Snyder
AYES:	Cory Smith, Terry Snyder, John Johnson
NAYS:	Burl Ives, Casey Venema



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, December 19, 2023

RESOLUTION 2023-60

RE: YEAR 2024 SALARY FOR ELECTED ITASCA COUNTY ATTORNEY

WHEREAS, Minnesota Statutes 388.18 provides for the establishment of compensation for services rendered by the County Attorney.

NOW THEREFORE BE IT RESOLVED, that effective January 1, 2024, the salary for this elected position be \$154,277.

RESULT:	APPROVED (3 TO 2)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Terry Snyder
AYES:	Cory Smith, Terry Snyder, John Johnson
NAYS:	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 19th 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 19th 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 19, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3396

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Set 2024 Elected Official Salaries - County Commissioners/Chair

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Year 2024 Salary for Itasca County Board of Commissioners and County Board Chair.

BACKGROUND: Salary Computations

Commissioners 2023 salary	-	\$35,189.59
Projected 2024 - 2.65% increase	-	\$932.52
Projected Commissioners 2024 salary	-	\$36,122.11
Projected Chair salary (addl \$1,200.00)	-	\$37,322.11

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

Motion To: Adopt the Resolution Re: Year 2024 Salary for Itasca County Board of Commissioners and County Board Chair, setting the salary at \$35,189.59 plus \$1,200 for the Chair, which is a 0% increase over 2023.

RESULT:	APPROVED (3 TO 2)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, Burl Ives
NAYS:	John Johnson, Casey Venema



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, December 19, 2023

RESOLUTION 2023-61

RE: YEAR 2024 SALARY FOR ITASCA COUNTY BOARD OF COMMISSIONERS AND COUNTY BOARD CHAIR

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

WHEREAS, Minnesota Statutes 375.055 provides that a change in a County Commissioner's salary shall not be effective until January 1st of the next year; and

WHEREAS, Minnesota Statutes 375.055 provides that the salary of a County Commissioner shall not change except in accordance with M.S. 375.055; and

WHEREAS, the Chair of the Itasca County Board of Commissioners is to receive an additional \$1,200.00 per year for duties as Chair.

NOW THEREFORE BE IT RESOLVED, that the Year 2024 salary for Itasca County Commissioner be established at \$35,189.59.

BE IT FURTHER RESOLVED, that the Year 2024 salary for the Itasca County Board of Commissioners Chair be established at \$35,189.59, with an additional \$1,200.00 payable for Chair duties, for a total of \$36,389.59.

BE IT FURTHER RESOLVED, that publication of this action and resolution be printed in the official newspaper of the County as part of the proceedings of the meetings of the County Board, and in one other newspaper, in a different municipality than the official newspaper.

RESULT:	APPROVED (3 TO 2)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, Burl Ives
NAYS:	John Johnson, 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 19th 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 19th day of December A.D. 2023.

A handwritten signature in black ink, appearing to read "A. W. Smith", written in a cursive style.

Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, December 19, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3404

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: John Johnson

AGENDA ITEM:

IEDC/CEDA Contracts

BOARD ACTION REQUESTED:

Discuss IEDC/CEDA contracts.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION: None

Motion To: Establish clear, concise, and measurable expectations for both Itasca Economic Development Corporation (IEDC) and Community and Economic Development Associates (CEDA) and that 2024 funding be held until contracts are appropriately concluded and signed.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Casey Venema
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 19, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3400

DEPARTMENT: Attorney

TIME REQUESTED: 10 Minutes

PRESENTER: Amber Peratalo, Jonathan Tule

AGENDA ITEM:

Closed Litigation Session - Gau Tax Petition

BOARD ACTION REQUESTED:

Hold a meeting which may be closed pursuant to Minn. Stat. §§ 13D.05, Subd. 3(b) and 13D.05, Subd. 1(d), based upon Attorney Client Privilege, Minn. Stat § 595.02, Subd. 1(b), to consult with its attorney in reference to Gau Tax Petition.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, December 19, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3403

DEPARTMENT: Administrative Services

TIME REQUESTED: 15 Minutes

PRESENTER: Janet Borth

AGENDA ITEM:

Closed Session Re: County Administrator Annual Performance Review

BOARD ACTION REQUESTED:

Hold a Closed Session per MN Statutes 13D.05, subd. 3, to conduct County Administrator Brett Skyles' Annual Performance Review.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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