



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, March 19, 2024

2:30 PM

Itasca County Boardroom

FINAL

WORK SESSION MINUTES

I. CALL TO ORDER

Chair Johnson 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: Pull Items #5.1 (Donation of Computer to Bowstring Airport) and #5.2 (Application for Repurchase of Tax-Forfeited Parcel by John Cline), add the items as Items #6.12 and #6.13 respectively, and approve the agenda, as amended.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes, as delineated below.

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

1. Approve the minutes of the Tuesday, February 27, 2024 County Board Regular Session.

V. RECOMMENDED FOR CONSENT AGENDA

3. Authorize Land Commissioner to grant a one-year extension without charge on all Itasca County timber permits expiring in 2024.

RESULT: RECOMMENDED FOR CONSENT **NEXT: 03/26/2024 2:30 PM**

4. Adopt the Resolution Re: Popple River Multi-Use Recreational Trail Bridge Local Trails Connection Program Grant Application, and authorize necessary signatures.

RESULT: RECOMMENDED FOR CONSENT **NEXT: 03/26/2024 2:30 PM**

VI. DISCUSSION / INFORMATIONAL

1. Citizen Input
No citizen input provided.
2. Legislative Conference Call
A Legislative Conference Call was provided by Senator Rob Farnsworth.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
----------------	--
3. American Rescue Plan (ARP) Request – Wirt Township
Motion To: Approve the American Rescue Plan (ARP) request, in the amount of \$40,000.00, from Wirt Township.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema
4. Granicus Proposal
Chair Johnson provided information regarding the request to review the Granicus proposal regarding data requests.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
----------------	--
5. Lease Between Itasca County and Itasca Medical Care
Health and Human Services (HHS) Director Eric Villeneuve provided information regarding the request to approve the lease agreement between Itasca County and Itasca Medical Care for the period of 04/01/2024 - 03/31/2027.

It was the consensus of the County Board to update the rate per square foot as follows: \$15.45 - 2024/2025; \$15.45 - 2025/2026; and \$15.75 - 2026/2027.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 03/26/2024 2:30 PM
----------------	--------------------------------	---------------------------------
6. Lease Between Itasca County and Northeast Minnesota Office of Job Training
Health and Human Services (HHS) Director Eric Villeneuve provided information regarding the request to approve the lease agreement between Itasca County and Northeast Minnesota Office of Job Training for the time period of 04/01/2024 - 03/31/2027.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 03/26/2024 2:30 PM
----------------	--------------------------------	---------------------------------
7. Lease Between Itasca County and Itasca County Health & Human Services
Health and Human Services (HHS) Director Eric Villeneuve provided information regarding the request to approve the lease agreement between Itasca County and Itasca County Health & Human Services for the time period of 04/01/2024 - 03/31/2027.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 03/26/2024 2:30 PM
----------------	--------------------------------	---------------------------------
8. Electronic Filing System Discussion
Financial Assistance Supervisor Jason Johnson provided information regarding an upcoming change in the Electronic Data Management System (EDMS) used in the Financial Assistance Unit of the Health and Human Services Department.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
----------------	--
9. Letter of Support – General Waste and Recycling Certificate of Need Request
Motion To: Approve letter of support for the General Waste and Recycling - Certificate of Need Request.

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

10. 2023 Itasca County AIS Program Report

Itasca County Aquatic Invasive Species (AIS) Coordinator Bill Grantges provided a 2023 AIS Program Report.

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

11. Reallocation of One Records Deputy I to a Road Deputy

Motion To: Approve reallocation of one (1) Records Deputy I (Grade 7) position to one (1) Road Deputy (Grade 10) position.

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

12. Donation of Computer to Bowstring Airport

Motion To: Approve the donation of end of life equipment to Bowstring Airport.

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

13. Application for Repurchase of Tax-Forfeited Parcel by John Cline

Assistant Land Commissioner Michael Gibbons provided information regarding the request to adopt a Resolution Re: Repurchase of Lots Twenty (20) and Twenty-one (21), Second Addition to Swan Lake.

It was the consensus of the County Board to refer this item for further discussion at the upcoming 2024 Land Classification Committee meeting scheduled for April 2, 2024.

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

VII. COMMITTEE REPORTS

Commissioner Ives reported on his attendance at various recent township meetings.

Commissioner Snyder reported on his attendance at recent Chippewa National Forest Resource Assessment Committee, Intergovernmental Affairs Committee, Grand Village, Itasca Economic Development Corporation (IEDC), Fairgrounds Task Force, Upper Mississippi Headwaters One Watershed/One Plan (UMHW 1W/1P) Committee, and various township meetings, as well as visits to Road & Bridge garages.

Commissioner Smith reported on his attendance at various recent city and township meetings.

Commissioner Venema reported on his attendance at various recent township meetings.

Commissioner Johnson reported on his attendance at the recent Western Mesabi Mine Planning Board (WMMPB) meeting, as well as the Goodland Steak Feed.

VIII. ADMINISTRATOR UPDATE

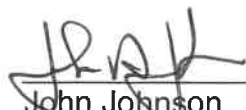
IX. COMMISSIONER COMMENTS

X. CLOSED SESSIONS

XI. ADJOURN

Chair Johnson adjourned the meeting at 4:14 PM.

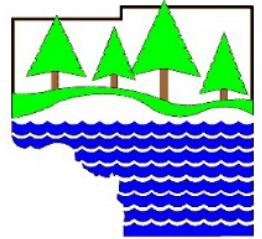
ATTEST



John Johnson
Chair of the County Board



Brett Skyles
Clerk of the County Board



March 19, 2024

Chair:

PULL:

1. Item #5.1 – Donation of Computer to Bowstring Airport

ADDITIONS:

1. Item #6.12 (Item #5.1 – Donation of Computer to Bowstring Airport)

CHANGES: None

INFORMATIONAL: None



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, March 12, 2024

2:30 PM

Itasca County Boardroom

DRAFT

REGULAR SESSION MINUTES

I. CALL TO ORDER

Chair Johnson 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 Items #6.12 (American Rescue Plan (ARP) Request – Marcell Township) and #6.13 (American Rescue Plan (ARP) Request – Bigfork Ambulance Service) and approve the agenda, as presented.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes, as delineated below.

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

1. Approve the minutes of the Tuesday, February 27, 2024, County Board Regular Session.

V. CONSENT AGENDA

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

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

1. Adopt the Resolution Re: Removal from the Provisions of MN Statutes Chapter 238 in Unorganized Township T59N-R24W, which allows for the removal of Unorganized Township T59N-R24W from the provisions of MN Statutes Chapter 238 as Paul Bunyan Rural Telephone Cooperative will be providing service to fewer than 1,000 subscribers per MN Statutes 238.02, Subd. 3(b)(1).

2. Appoint Pat Schwartz to the Housing & Redevelopment Authority (HRA) fulfilling an unexpired vacancy effective March 12, 2024 through December 21, 2024.
3. Adopt the Resolution Re: Authorization to Execute Minnesota Department of Transportation Grant Agreement for Airport Improvement Excluding Land Acquisition, which approves Agreement #1056368 with the State of Minnesota for the purchase of a new mower at the Grand Rapids/Itasca County Airport in the amount of \$65,175.60 and authorizes necessary signatures.
4. Approve an LG214 Premises Permit Application, as requested by Grand Rapids Amateur Hockey Association, for gambling at Red Eye Saloon located at 12386 State Highway 65, Swan River, MN 55784.
5. Approve the Cooperative Construction Agreement with the City of Calumet for the CSAH 84 road and utility improvements.
6. Approve earthen materials lease located in SWSE, Section 21, All in Township 60 North, Range 24 West (Unorganized Township) to TNT Construction Group, LLC and authorize necessary signatures.

VI. REGULAR AGENDA

1. Citizen Input
Dan Butterfield provided citizen input regarding the proposed Short-Term Rental Ordinance that the County Board will be considering on April 2, 2024.

Rich Anderson and Paul Askegaard provided citizen input regarding a variance request on Moose Lake that is expected to be before the County Board at a future meeting.

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

2. Legislative Conference Call
No Legislative Conference Call provided.
3. Roots & Wings Early Learning Center, LLC Presentation/Request
Krista and Rob Sjostrand provided a presentation regarding the Roots & Wings Early Learning Center, LLC project.

Motion To: Approve the American Rescue Plan (ARP) Fund Request, in the amount of \$150,000 for the Roots & Wings Early Learning Center, LLC project.

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

Motion To: Approve Letters of Support for the Roots & Wings Early Learning Center, LLC application for the Minnesota Department of Employment and Economic Development (DEED) Childcare Economic Development Grant and funding request from IRRR.

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. Recognition of County Employees

The following employees were recognized:

Welcome to new employee, Angela Decker, Assessment Technician with the Assessor's Department, effective March 4, 2024.

Farewell to Susan Manning-Zelenak whose last day as HR Specialist with the Human Resource Department will be May 15, 2024, after 11+ years of service.

Welcome to new employee, Greg Lease, Deputy Sheriff/Road Deputy with the Sheriff's Department, effective March 4, 2024.

Welcome to new employee, Aiva Brenna, Corrections Deputy with the Sheriff's Department, effective March 11, 2024.

Farewell to Justin Lee whose last day as Assistant County Attorney with the Attorney's Department will be March 8, 2024 after 3+ years of service.

Welcome to new employee, Brian Olds, Emergency Communications Specialist with the Sheriff's Department, effective March 4, 2004

Welcome to new employee, Remington Laveau, Corrections Deputy with the Sheriff's Department, effective March 11, 2024.

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

5. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of March 15, 2024, in the amount of \$1,038,288.10.

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

6. Schedule Public Hearing

Motion To: Schedule a Public Hearing Re: Adoption of a Local Housing Trust Fund (LHTF) Ordinance to be held at the Tuesday, April 2, 2024 County Board Work Session, which begins at 2:30 PM.

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

7. NE MN HOME Consortium Advisory Committee Guideline Update and Appointments

Motion To: Accept the NE MN HOME Consortium Advisory Committee guideline update; appoint Commissioner Burl Ives to serve as alternate on the NE MN HOME Consortium Advisory Committee for an indefinite term as long as elected; and appoint the Kootasca Program Director to serve on the NE MN HOME Consortium Advisory Committee for an indefinite term.

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

8. American Rescue Plan (ARP) Request – Bowstring Airport

Motion To: Approve the American Rescue Plan (ARP) Request, in the amount of 15,120, from the Bowstring Airport.

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

9. American Rescue Plan (ARP) Request – Itasca County Sheriff's Office/1000 Lakes SWAT

Motion To: Approve the American Rescue Plan (ARP) request, in the amount of \$100,000, from the Itasca County Sheriff's Office/1000 Lakes SWAT.

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

10. REVISED-Professional Services Agreement between Itasca County and David Drown Associates, Inc. (DDA)

Motion To: Approve a revised Professional Services Agreement between Itasca County and David Drown Associates, Inc. (DDA) to undertake a compensation market study and a benefits survey and analysis in 2024.

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

11. Project Labor Agreements for 2024 Highway Construction Projects

Motion To: Authorize the County Transportation Department to not require PLA's on the list of projects entitled "2024 Transportation Department Projects - Project Labor Agreements Worksheet".

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

Motion To: Authorize the County Transportation Department to not require PLA's on the following projects: CSAH 29 Bituminous Overlay/Rehab, CSAH 70 Bridge Replacement, CSAH 70 Bridge Replacement, CSAH 81 Bituminous Overlay, and CSAH 84 City of Calumet Bituminous Rehab.

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

Motion To: Authorize the County Transportation Department to require PLA's on the following projects: CR 560 Bituminous Overlay, CSAH 62 Bituminous Rehab/Overlay, and CSAH 35 Bituminous Overlay/Rehab.

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

12. American Rescue Plan (ARP) Request – Marcell Township

Motion To: Approve the American Rescue Plan (ARP) request, in the amount of \$17,865.28, from Marcell Township.

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

13. American Rescue Plan (ARP) Request – Bigfork Ambulance Service

Motion To: Approve the American Rescue Plan (ARP) request, in the amount of \$69,697.56, from the Bigfork Ambulance Service.

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

VII. COMMISSIONER COMMENTS

Commissioners Ives, Venema, and Smith provided comments in recognition of students across all local school districts who participated in postseason competitions.

Commissioner Snyder provided comment regarding annual township meetings in the area.

Commissioner Smith provided comment regarding a recent meeting with Mark Box relative to housing development and park system updates in Deer River.

Commissioner Venema provided comment regarding a recent meeting of the Highway 169 Coalition.

Commissioner Johnson provided comment regarding a recent Coleraine City Council meeting.

Commissioner Johnson and Administrator Skyles provided comment regarding a bill currently in the Public Safety Committee of the House of Representatives which would require Counties to provide telephone services to inmates above and beyond the telephone and cell phone access currently available.

VIII. CLOSED SESSIONS

IX. ADJOURN

Chair Johnson adjourned the meeting at 3:45 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, March 19, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3516

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Michael Gibbons

AGENDA ITEM:

One-Year Extensions on Expiring Timber Permits

BOARD ACTION REQUESTED:

Authorize Land Commissioner to grant a one-year extension without charge on all Itasca County timber permits expiring in 2024.

BACKGROUND:

The winter of 2023-2024 is one of the warmest on record and has created significant hardships for local timber producers. The Land Department has policies in place to grant hardship extensions to expiring permits for adverse surface conditions. The department is seeking County Board support to grant one-year extensions on all expiring timber permits at no additional charge. Extending expiring timber permits helps ensure that the affected permits are harvested in a timely manner and that the stumpage remains available for local timber markets.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. The Lost Winter of 2023-24 _ Minnesota DNR

03/19/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 03/26/2024 2:30 PM
----------------	--------------------------------	---------------------------------



The Lost Winter of 2023-24

This is an ongoing story.

Where on Earth did Minnesota's winter go? The State Climatology Office has been looking for proof of this iconic season's existence since early December 2023, but was only able to find a few traces of it that were left on the ground during mid-January, before melting away during yet another heatwave. A brief resurgence in mid-February brought snow and hope to southern Minnesota (<https://www.dnr.state.mn.us/climate/journal/feb-14-2024-snow.html>), but vanished within days, and a late-month flourish lasted 36 hours before being chased away by yet another warm spell.

The winter season can be defined meteorologically (December through February), astronomically (December 21 to March 21), or based on when we actually experience winter-like conditions, meaning cold and snow. By that latter definition, a typical winter lasts from November into March or even April, but this year, we've had only a total of about two weeks of it, and some of that was around Halloween!

Instead, the winter has been dominated by warmth and snowlessness, with the December-through-February meteorological winter becoming the warmest on record at almost all stations. Winter heatwaves in December (<https://www.dnr.state.mn.us/climate/journal/warm-humid-wet-xmas-2023.html>), January, (<https://www.dnr.state.mn.us/climate/journal/heat-wave-january-21-2024.html>) and February, (<https://www.dnr.state.mn.us/climate/journal/record-heat-february-26.html>) produced record high temperatures, record high *minimum* temperatures, all-time monthly high temperatures, and some "firsts" for winter warmth too. International Falls recorded its first January 50 F temperature in its history, and the Twin Cities broke its record for number of 50 F days for the season by early February, racking up 18 by the end of the month. St. Cloud and the Twin Cities both observed their longest January Thaw on record (<https://www.dnr.state.mn.us/climate/journal/record-january-thaw-2024.html>). Rochester and the Twin Cities both observed their warmest February day in recorded history.

Most areas in the state had received less than 50% of their normal snowfall through the end of February, and had observed 30-70 days since December 1 with no snow on the ground.

The warm conditions and the lack of snow reinforced each other. Snow cover reflects incoming sunlight, which prevents the ground from heating up and warming the air above it. Snow therefore prevents warming and promotes cooling of the local air mass, with stronger effects as the snow deepens. Bare ground, on the other hand, allows much more sunlight to reach the earth, which promotes warming of the air.

The differences in air temperature between bare and snow-covered can be significant. Looking at all winters since 1994, Milan in western Minnesota averaged nearly 23 degrees F when there was no measurable snow on the ground, versus 12 degrees F with 10+ inches of snow cover, and about 4.5 degrees F when snow depth was at least 20 inches. The lack of snow in 2023-24 definitely contributed to the many extremes of warmth observed in Minnesota.



(https://images.dnr.state.mn.us/natural_resources/climate/j24).

Where's the winter? Bare ground and trees with the long shadows of early February.

Image credit: Minnesota State Climatology Office.

The warm conditions during the early winter delayed ice formation on area lakes, with some recording their latest ice-in dates on record (though Minnesota has far fewer lakes with high-quality ice-in records than it has for ice-*out* dates). When lake ice did form, it was of inconsistent quality, leading to widespread unsafe conditions, even during the middle and end of January. The US Pond Hockey Championships at Lake Nokomis in Minneapolis had to cancel its final weekend, outdoor ice rinks came down early and after little use across the state, and many other major events were shortened, postponed or altered significantly. Lake ice came off early too, with the earliest ice out on record set at Clear Lake in Waseca County on March 1st, 2024. The previous earliest date was March 6th, and the lake has mostly consistent records into the 1870s.

The following table summarizes temperature statistics for the December through February meteorological winter.

December-through-February 2023-24 seasonal statistics for Minnesota's first-order climate stations. "Normal" refers to 1991-2020 averages. All values preliminary until February is complete.

Statistic	Duluth	International Falls	Rochester	St. Cloud	Twin Cities
Avg Temp (F)	24.7	21.2	27.8	27.2	29.9
Normal Avg Temp (F)	14.6	8.8	18.1	18.6	19.6
Avg Temp Rank	2nd Warmest*	Warmest	Warmest	Warmest	Warmest
Highest (F)	54	53	69	58	65
Highest Low (F)	41	36	44	38	45
# Highs 50+ F	3	3	16	8	18
# Record highs	3	6	8	7	7
# Record-high lows	6	12	6	10	7

** In Duluth, the winter of 1877-78 still stands as the warmest on record, with a temperature of 28.1 F. At that time, however, the Duluth station was on Superior Street, within about 1000 feet of Lake Superior. The lake has a large warming effect during winter (and a cooling effect during summer), making some comparisons between the historical and current stations difficult. We do not know what the temperature of 1877-78 would have been near the airport, nor what the temperature of this winter was at the original location.*

Updated February 29, 2024

Questions?

Call 651-296-6157 or 888-646-6367

Email us: info.dnr@state.mn.us

Sign up for email updates

Email address

Subscribe





**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 19, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3524

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Sara Thompson

AGENDA ITEM:

Local Trail Connections Program Grant Approval and Acceptance

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Popple River Multi-Use Recreational Trail Bridge Local Trails Connection Program Grant Application, and authorize necessary signatures.

BACKGROUND:

The Western Itasca Trails Committee has identified projects along the Avenue of Pines Corridor. Collaborators on the committee include but not limited to the Itasca County Land Department, CEDA, other government agencies, and local communities. With the expansion of the multi-use paved trail within the S. Lake Community, the Popple River multi-use recreational trail bridge project has been a goal of the S. Lake Community and the S. Lake Local Indian Council (LIC) since 2016. This will provide residents and visitors a much safer crossing than utilizing the existing bridge on State Highway 46 where the speed of travel ranges from 50+ mph in a 40 mph speed zone. The bridge will be multi-use providing an opportunity for walkers, bikers, ATV riders, and snowmobilers to cross safely.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

03/19/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 03/26/2024 2:30 PM
----------------	--------------------------------	---------------------------------



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 19, 2024

RESOLUTION

RE: POPPLE RIVER MULTI-USE RECREATIONAL TRAIL BRIDGE

LOCAL TRAIL CONNECTIONS GRANT APPLICATION

WHEREAS, Itasca County recognizes the importance of recreational trails to the local economy and supports the grant application made to the Minnesota Department of Natural Resources for the Local Trail Connections Grant Program, and

WHEREAS, the grant-in-aid snowmobile and ATV trails, pedestrian traffic and State Highway #46 vehicle traffic all cross on the Popple River bridge in S. Lake, and

WHEREAS, Itasca County desires to work with the City of S. Lake, the S. Lake Local Indian Council (LIC), and trail clubs to provide safe travel for all users by constructing a separate multi-use recreational trail bridge next to the State Highway 46 Popple River bridge, and

WHEREAS, Itasca County recognizes the twenty-five (25) percent match requirements for the Local Trail Connections grant program, and is working to secure or has secured matching funds for the project, and

NOW, THEREFORE, BE IT RESOLVED, if Itasca County is awarded a grant by the Minnesota Department of Natural resources, Itasca County agrees to accept the grant award, and may enter into an agreement with the State of Minnesota for the above referenced project. Itasca County will comply with all applicable laws, environmental requirements and regulations as stated in the grant agreement, and

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

BE IT FURTHER RESOLVED, Itasca County hereby assures the multi-use recreational trail bridge will be maintained for no less than twenty (20) years as required by the Local Trail Connections Grant Program.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 19, 2024

REQUEST FOR BOARD ACTION: RBA-2024-76

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, March 19, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3482

DEPARTMENT: Administrative Services

TIME REQUESTED: 15 Minutes

PRESENTER: Shane Zahrt

AGENDA ITEM:

Legislative Conference Call

BOARD ACTION REQUESTED:

Hold a Legislative Conference Call with Itasca County delegation and Lobbyist Shane Zahrt.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

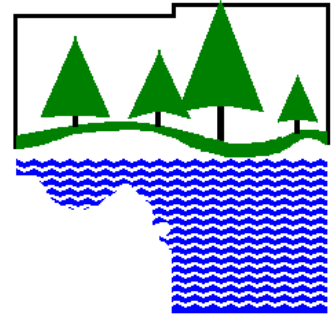
SUPPORTING DOCUMENTATION:

1. 2024 Legislative Priorities FINAL

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

ITASCA COUNTY

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



Itasca County 2024 Legislative Priorities FINAL

- 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
- Trails & Tourism Relative to Insurance



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 19, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3528

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: Cory Smith

AGENDA ITEM:

American Rescue Plan (ARP) Request - Wirt Township

BOARD ACTION REQUESTED:

Consider the American Rescue Plan (ARP) request, in the amount of \$40,000.00, from Wirt Township.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. ARP Request - Wirt Township

Motion To: Approve the American Rescue Plan (ARP) request, in the amount of \$40,000.00 from Wirt Township.

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

From: noreply@civicplus.com
To: [Brett Skyles](#); [Gail Guck](#); [Amanda Schultz](#); [Cory Smith](#)
Subject: Online Form Submittal: American Rescue Plan (ARP) Request Form
Date: Wednesday, March 13, 2024 2:48:27 PM

CAUTION: This email originated from outside of the Itasca County email system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

American Rescue Plan (ARP) Request Form

AMERICAN RESCUE PLAN (ARP) REQUEST FORM

Entity Name:	Wirt Township
Name of Contact:	Cheri Carrigan
Address:	52026 County Road 31
City:	Wirt
State:	MN
Zip Code:	56688
Phone Number:	218-659-2734
E-mail Address:	ubetchya@paulbunyan.net
Commissioner District:	District 1 - Cory Smith
Project Name:	Wirt Township Hall & Community Park Upgrades
Amount Requested:	40,000
Project Budget & Summary of Project:	Dear Mr. Smith Quick History: Many years ago, Wirt Townhall was built and used as a one room schoolhouse. With changes in the school district, the school was closed and the building was turned over to the township. The agreement included that the school needed to be used as a townhall and community gathering space. Today the facility is used for all town hall meetings, funerals, birthday parties, family reunions, etc. To no fault of previous or current board members, the town hall had to be closed late fall of 2023 due to deterioration and safety concerns of the main entrance. The entrance includes a deck with steps and the only ADA accessible ramp to enter the hall. The township board has been working in partnership with CEDA (Community and Economic

Development Associates), Sarah Carling to address our needs. Sarah has been and continues to support our future vision of the hall and community park area.

To date we have successfully secured \$58,500 to help reduce the cost of the identified immediate and future improvements. These improvements include: complete rebuild of the main entrance, new siding & windows to help with energy efficiencies to keep operational cost low, upgrading to commercial grade / ADA accessible playground equipment for the community park, and more. The township currently has an estimated \$200,000 in active and future projects identified. Money in the township coffers and grant funds for some of the identified projects are limited. We are requesting \$40,000 of the available ARPA funds to offset the remaining cost needed to complete immediate needs. As well as allow for the future visions to mature while using any additional funds that might be available, as a match with future grants requests.

Thank you for your time, consideration and support.

Sincerely,

Wirt Township Board

Additional Information: [Wirt township Resolution 2024-03-12.pdf](#)

Email not displaying correctly? [View it in your browser.](#)

Town of Wirt
52026 County Road 31
Wirt, MN 56688
218-659-2734

TOWN OF WIRT
RESOLUTION NO. 2024-03-12
TOWN HALL IMPROVEMENTS

STATE OF MINNESOTA
COUNTY OF ITASCA
TOWN OF WIRT

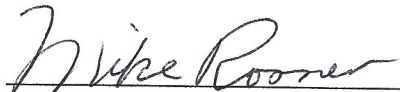
**RESOLUTION AUTHORIZING THE TOWN OF WIRT TO
MAKE APPLICATION TO AND ACCEPT FUNDS FROM ARRA**

WHEREAS, The Town of Wirt is looking to make Town Hall Improvements for the benefit of the citizens of Wirt and surrounding communities and,

WHEREAS, the authorizing authority approves of the intent to apply for and accept application to the ARRA Grant Program for upgrades to the Wirt Town Hall for up to \$40,000 and

NOW THEREFORE BE IT RESOLVED by the Town Board of Wirt, Minnesota that the Town of Wirt formally approves the application to and acceptance of up to \$40,000 from the ARRA for the Improvements to the Wirt Town Hall.

Passed by the Wirt Town Board of Supervisors of Wirt, Minnesota on this 12th day of March 2024



Michael Rosner, Vice-Chair, Supervisor



Donna Bolstorff, Supervisor

Attest: 
Cheryl A. Carrigan, Township Clerk



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 19, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3529

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Granicus Proposal

BOARD ACTION REQUESTED:

Review Granicus proposal regarding data requests.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Itasca County, MN - Essentials 3 Proposal

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

Granicus Proposal for Itasca County MN

ORDER DETAILS

Prepared By: Meg Marshall
Phone:
Email: meg.marshall@granicus.com
Order #: Q-333466
Prepared On: 14 Mar 2024
Expires On: 26 Apr 2024

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance: The term of the Agreement will commence on the date this document is signed and will continue for 36 months.

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Essentials Package 3 Setup and Configuration	Up Front	1 Each	\$0.00
GovQA - Online Training	Up Front	1 Each	\$0.00
Online Training – Users	Up Front	1 Each	\$0.00
Payment Setup and Configuration	Up Front	1 Each	\$0.00
Additional Storage Setup and Configuration	Up Front	1 Each	\$0.00
Invoicing Setup and Configuration	Up Front	1 Each	\$0.00
FOIA Platform Setup and Configuration	Up Front	1 Each	\$0.00
Redaction Setup and Configuration	Up Front	3 Each	\$0.00
ADFS Setup and Configuration	Up Front	1 Each	\$0.00
Advanced Email Tracking Setup and Configuration	Up Front	1 Each	\$0.00
Additional Services Setup and Configuration	Up Front	1 Each	\$0.00
SUBTOTAL:			\$0.00

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Essentials Package 3	Annual	1 Each	\$10,500.00
Payments Module	Annual	1 Each	\$0.00
Hosted Data Storage (TB)	Annual	1 Each	\$0.00
Invoicing Module	Annual	1 Each	\$0.00
FOIA Module Non Enterprise	Annual	1 Each	\$0.00
Redaction License (per named user)	Annual	3 Each	\$0.00
ADFS/Single Sign-on Module	Annual	1 Each	\$0.00
Advanced Email Tracking	Annual	1 Each	\$0.00
Additional Essentials Admin Seats 2 Pack	Annual	1 Each	\$500.00
SUBTOTAL:			\$11,000.00

- Once purchased data storage has been exceeded, data storage is billed in increments of 1TB over the purchased data storage amounts herein and will be assessed an additional annual fee of \$1,200.00 and billed in arrears. Storage is reviewed annually and is adjusted at the next annual renewal. Throughout the term of the contract Itasca County MN is able to contact Granicus for a report on how much storage has been used.

FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	Year 2	Year 3
Essentials Package 3	\$11,235.00	\$12,021.45
Payments Module	\$0.00	\$0.00
Hosted Data Storage (TB)	\$0.00	\$0.00
Invoicing Module	\$0.00	\$0.00
FOIA Module Non Enterprise	\$0.00	\$0.00
Redaction License (per named user)	\$0.00	\$0.00
ADFS/Single Sign-on Module	\$0.00	\$0.00
Advanced Email Tracking	\$0.00	\$0.00
Additional Essentials Admin Seats 2 Pack	\$535.00	\$572.45
SUBTOTAL:	\$11,770.00	\$12,593.90

PRODUCT DESCRIPTIONS

Solution	Description
Essentials Package 3	Essentials Package 3
Payments Module	Payments Module
Hosted Data Storage (TB)	Hosted Data Storage (TB)
Invoicing Module	Invoicing Module
FOIA Module Non Enterprise	FOIA Module Non Enterprise
Redaction License (per named user)	Redaction License (per named user)
GovQA - Online Training	GovQA - Online Training
Online Training – Users	Online Training – Users
ADFS/Single Sign-on Module	ADFS/Single Sign-on Module
Advanced Email Tracking	Advanced Email Tracking
FOIA Platform Setup and Configuration	FOIA Platform Setup and Configuration
Additional Essentials Admin Seats 2 Pack	Additional Essentials Admin Seats 2 Pack

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-333466 dated 14 Mar 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Itasca County MN to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.

BILLING INFORMATION

Billing Contact:		Purchase Order Required?	☐ - No ☐ - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:

The pricing, terms, and conditions of quote Q-333466 dated 14 Mar 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Itasca County MN	
Signature:	
Name:	
Title:	
Date:	



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 19, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3521

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Eric Villeneuve

AGENDA ITEM:

Lease Between Itasca County and Itasca Medical Care

BOARD ACTION REQUESTED:

Approve the lease agreement between Itasca County and Itasca Medical Care for the period of 04/01/2024 - 03/31/2027 and authorize the County Board Chair to sign the lease agreement.

BACKGROUND:

Itasca Medical Care will be leasing 4,700 total square feet of space within the Itasca Resource Center. They will pay \$15.00 a square foot for 2024/2025, \$15.45 for 2025/2026, and \$15.75 for 2026/2027. The lease dollars will go to the IRC Building Fund. ICHHS recommends approval.

The County Attorney's Office recently reviewed the lease format in 2023 when Itasca County entered into a lease agreement with a new tenant.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Itasca County Lease-IMCARE 2024

03/19/2024

It was the consensus of the County Board to update the rate per square foot as follows: \$15.45 - 2024/2025; \$15.45 - 2025/2026; and \$15.75 - 2026/2027.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 03/26/2024 2:30 PM
----------------	--------------------------------	---------------------------------

Lease Between Itasca County and Itasca Medical Care

SYNOPSIS

This Lease Agreement is made by and between Itasca County hereinafter referred to as LESSOR; and Itasca Medical Care (IMCare), hereinafter referred to as LESSEE.

LESSOR: Itasca County is a political subdivision of the State of Minnesota. As such, Itasca County is empowered to carry out the governmental program of providing services under Minnesota Statute 373.01 subdivision 1 (4).

Itasca County is empowered to purchase, lease, rent, and maintain as a political subdivision of the State of Minnesota under Minnesota Statute 373.01.

Witnesseth: LESSOR and LESSEE, in consideration of the rents, covenants and considerations hereinafter specified, do hereby agree with the other as follows:

1. LEASED PREMISES

LESSOR grants and LESSEE accepts the lease of the following described Leased Premises located in the City of Grand Rapids, County of Itasca, Minnesota, to-wit:

Up to 4,700 total square feet in the building known as Itasca Resource Center located at 1209 SE 2nd Avenue, Grand Rapids, Minnesota.

2. USE

LESSEE shall use and occupy the Leased Premises for its programs and services and for no other purpose.

3. TERM

The term of the lease shall be three (3) years from the 1st of April, 2024 through the 31st of March, 2027, subject to termination by LESSOR during the term thereof upon six (6) month written notice to LESSEE.

4. RENTS

4.01 The consideration for this Lease Agreement shall be the mutual benefit to both parties of this Lease Agreement in so far as the collaborative is committed to improving access, delivery, and programming services to young children and families and individuals on a “one-stop” basis through collaboration and cooperation of the agencies involved in order to serve area residents in a more efficient and feasible manner.

- 4.02 LESSOR represents and warrants that it is solely entitled to all of the rents payable under the terms of this Lease Agreement and that it is a solvent organization. A complete auditor's report is available upon request.
- 4.03 In consideration for the use of said premises, LESSEE shall pay the LESSOR for 4,700 square feet of space at the rate of \$15.00 per square foot the sum of \$5,875.00 per month for the time frame of April 1st, 2024, through March 31st, 2025, to be billed quarterly following established IMCare billing protocol. Effective April 1st, 2025, through March 31st, 2026, the LESSEE shall pay the LESSOR for 4,700 square feet of space at the rate of \$15.45 per square foot the sum of \$6,051.25 per month to be billed quarterly following established IMCare billing protocol. Effective April 1st, 2026, through March 31st, 2027, the LESSEE shall pay the LESSOR for 4,700 square feet of space at the rate of \$15.75 per square foot the sum of \$6,168.75 per month to be billed quarterly following established IMCare billing protocol.
- 4.04 The building base operation costs will be reviewed on an annual basis with annual rents adjusted based on actual costs. Building base operating costs are those costs necessary and incidental to operating and maintaining the IRC building and related premises and shall include, but not be limited to, maintenance, cleaning, utilities, heating, cooling ventilation, lighting, restrooms, janitorial service, trash removal, recycling, snow removal, maintenance supplies, insurance and reserves.

LESSEE shall have the quiet enjoyment of the Leased Premises during the full term of this Lease Agreement and any extension of renewal thereof.

5. TERMINATION

- 5.01 In the event that LESSEE shall fail to fulfill its obligations as set forth in this lease, LESSOR shall notify LESSEE in writing setting forth the specific lease term in default. LESSEE shall then be allowed thirty (30) days to cure such default. In the event that such default is not corrected within such thirty (30) day period, LESSOR may, at LESSOR's option, declare this lease terminated.
- 5.02 LESSEE covenants that upon the termination of this Lease Agreement by lapse of time or otherwise, it shall remove its personal property and vacate and surrender possession of the Leased Premises to LESSOR in as good a condition as when LESSEE took possession, ordinary wear and damage by the elements expected. Any equipment, trade fixtures or furniture installed by LESSEE shall remain the property of the LESSEE. LESSEE shall have the right to remove owned equipment at the expiration or termination of this Lease Agreement or any extension thereof.

- 5.03 This lease may further be terminated by the LESSOR or the LESSEE with or without cause by providing 60 days advance notice of intent to terminate.
- 5.04 If LESSEE defaults, improvements to building will be forfeited as well as grant monies.

6. DUTIES OF LESSOR

- 6.01 **Utilities:** LESSOR shall bear the cost of heat, electricity, air-conditioning, gas, sewer and water.
- 6.02 **Common Areas:** LESSOR shall provide sufficient light, heat and maintenance to the common areas and public access areas to the Leased Premises, so that such areas shall be safe and reasonably comfortable.
- 6.03 **Snow Removal:** LESSOR shall keep the public sidewalks adjacent to the building and any sidewalks leading from the public sidewalks to the building free from snow, ice and debris.
- 6.04 **Maintenance:** LESSOR shall maintain in working condition all appurtenances within the scope of this Lease Agreement, including the maintenance of proper plumbing, wiring, heating and cooling devices and ductwork.
- 6.05 **Repairs:** LESSOR shall make such necessary repairs so as to continue to provide all such services appurtenances as are required by this Lease Agreement provided, however, that LESSOR shall not be responsible for repairs upon implements or articles which are the personal property of the LESSEE, nor shall LESSOR bear the expense of repairs to the Lease Premises necessitated by damage caused by LESSEE beyond normal wear and tear.
- 6.06 **Janitorial and Trash Removal:** LESSOR shall provide janitorial services and trash removal at LESSOR'S expense. LESSEE shall be responsible for the day-to-day maintenance of storage facilities and surface areas at its expense.
- 6.07 **Accessibility:**
- a. LESSOR agrees to provide and maintain the Leased Premises and building of which the Leased Premises are a part with accessibility and facilities meeting code requirements for handicapped persons, pursuant to all applicable laws, rules, ordinances and regulations as issued by

any federal, state or local political subdivisions having jurisdiction and authority in connection with the property.

- b. In the event of LESSOR'S failure to take steps to so comply within sixty (60) days following its receipt of notice of any such noncompliance, LESSEE, as its sole remedy, shall have this option to terminate this Lease Agreement within sixty (60) days prior to written notice to LESSOR.

7. DUTIES OF LESSEE

- 7.01 LESSEE shall allow access to the Leased Premises by LESSOR or its authorized representatives at any reasonable time during the life of this Lease Agreement for any purpose within the scope of this Lease Agreement.
- 7.02 LESSEE shall not use the Leased Premises at any time for any purpose forbidden by law or contrary to the requirements of the Minnesota Commissioner of Finance relative to the Leased Premises.
- 7.03 LESSEE shall not assign, sublet or otherwise transfer its interest in this Lease Agreement without the prior written consent of LESSOR.
- 7.04 LESSEE shall make no alterations, additions, or changes in the Leased Premises without the advance written consent of LESSOR. All alterations, additions, improvements and fixtures, which may be made or installed by LESSOR upon the Leased Premises and which in any manner are attached to the floors, walls, or ceilings, at the termination of this lease shall remain the property of LESSOR.
- 7.05 LESSEE shall be responsible for the payment of all costs associated with its telephone service to the Leased Premises.
- 7.06 On an annual basis, LESSEE shall furnish to LESSOR an initial program evaluation report and an annual budget including projected revenue and expenditure forecast.

8. DESTRUCTION OF PREMISES

In the event the Leased Premises are damaged or destroyed by fire or other casualty, LESSOR shall with reasonable diligence, repair such damage and restore the Leased Premises to substantially, its condition at the time LESSEE took possession at the commencement of the term thereof, subject to delays which may arise by reason of adjustment of loss under insurance policies and delays beyond the reasonable control of LESSOR; and to the extent the Leased Premises are rendered untenable, the

rent shall abate proportionately except that there shall be no abatement of rent in the event such damage was caused by or contributed by the act, fault or neglect of LESSEE, its employees or agents; if it is impractical to restore the Leased Premises, LESSOR may terminate this Lease Agreement and the rent shall be adjusted to the date of damage. LESSOR must notify LESSEE of its intentions within thirty (30) days of the damage and, if the intent is to restore, must start restoration within sixty (60) days of the damage and complete restoration within ninety (90) days thereafter or LESSEE reserves the right to terminate this Lease Agreement.

9. INSURANCE LIABILITY

9.01 It shall be the duty of the LESSOR to insure the building against damage from fire, wind, or any cause whatsoever. It is expressly understood that LESSEE assumes by this Lease Agreement no liability for such damages, except as provided in this Lease Agreement.

9.02 Mutual Indemnification

- a. Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Contract.
- b. It is understood and agreed that the County's liability shall be limited by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law.
- c. Insurance: The LESSEE further agrees, in order to protect itself and the LESSOR under the indemnity provisions set forth above, to at all times during the term of this Agreement, have and keep in force a professional/commercial liability insurance policy in the amount of **\$1,500,000.00** for total injuries or damages arising from any one incident and **\$1,500,000.00** general aggregate. Worker's Compensation shall be provided per Minnesota statutory limits and Employer's Liability shall be in the amount of Bodily Injury by Accident: **\$500,000.00** each Accident, Bodily Injury by Disease: **\$500,000.00** each employee, Bodily Injury by Disease: **\$500,000.00** policy limit. When transportation is provided by the LESSEE, said LESSEE shall have and keep in force automobile liability in the amount of **\$1,500,000.00** for bodily injury and property damage

covering owned, non-owned and hired automobiles. Itasca County must be named additional insured.

- 9.03 LESSEE agrees that LESSOR assumes by the Lease Agreement no liability for loss of LESSEE'S personal property resulting from fire, tornado, civil disorder, theft or any cause whatsoever, except as may be attributed to LESSOR's negligence, acts or omissions as determined by a court of law.
- 9.04 LESSEE shall be responsible to insure its personal property from loss, damage or destruction and to carry renter's insurance.

10. BUILDING ACCESS

LESSOR shall provide LESSEE with access to the Leased Premises during the term of this Lease.

11. NOTICES

All notices, or communications between LESSOR and LESSEE shall be deemed sufficiently given or rendered in writing and delivered to either party personally or sent by registered or certified mail addressed as follows:

LESSOR: Itasca County Health and Human Services
1209 SE 2nd Ave
Grand Rapids, MN 55744

LESSEE: Itasca Medical Care (IMCare)
1219 SE 2nd Ave
Grand Rapids, MN 55744

12. SIGNS

LESSEE agrees to obtain LESSOR'S prior written approval of all signs including lettering and other advertising media upon the exterior of the Leased Premises.

13. ACCESS TO PREMISES

LESSOR shall have the right to enter upon the Leased Premises at reasonable hours for the purpose of inspecting the same or making repairs, additions, or alterations thereof or to the building in which the same are located. LESSOR further reserves the right to enter the Leased Premises at any time in the event of any emergency.

14. TAXES

In the event this Lease is taxable, it will be the responsibility of LESSEE to pay property taxes.

15. ARBITRATION

All claims, counterclaims, disputes and other matters in question between the parties arising out of or relating to this Agreement or the breach thereof will be decided by arbitration. Notice of demand for arbitration must be filed in writing with the other parties to this Agreement.

LESSOR

Itasca County

By: _____

Title: _____

Date: _____

LESSEE

Itasca Medical Care (IMCare)

By: _____

Title: _____

Date: _____



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 19, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3522

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Eric Villeneuve

AGENDA ITEM:

Lease Between Itasca County and Northeast Minnesota Office of Job Training

BOARD ACTION REQUESTED:

Approve the lease agreement between Itasca County and Northeast Minnesota Office of Job Training for the time period of 04/01/2024 - 03/31/2027 and authorize the County Board Chair to sign the lease agreement.

BACKGROUND:

Northeast Minnesota Office of Job Training will be leasing 2,003 total square feet of space within the Itasca Resource Center. They will pay \$15.45 a square foot for 2024/2025, \$15.45 for 2025/2026, and \$15.75 for 2026/2027. The lease dollars will go into the IRC Building Fund. ICHHS recommends approval.

The County Attorney's Office recently reviewed the lease format in 2023 when Itasca County entered into a lease agreement with a new tenant.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. 2024 Lease Between Itasca County and Northeast Minnesota Office of Job Training

03/19/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 03/26/2024 2:30 PM
----------------	--------------------------------	---------------------------------

Lease Between Itasca County and Northeast Minnesota Office of Job Training

SYNOPSIS

This Lease Agreement is made by and between Itasca County hereinafter referred to as LESSOR; and Northeast Minnesota Office of Job Training, hereinafter referred to as LESSEE.

LESSEE: Northeast Minnesota Office of Job Training, an agency subject to a joint powers agreement of seven counties, including Itasca County, is a public entity under Minnesota Statute 466.01.

LESSOR: Itasca County is a political subdivision of the State of Minnesota. As such, Itasca County is empowered to carry out the governmental program of providing services under Minnesota Statute 373.01 subdivision 1 (4).

Itasca County is empowered to purchase, lease, rent, and maintain as a political subdivision of the State of Minnesota under Minnesota Statute 373.01.

Witnesseth: LESSOR and LESSEE, in consideration of the rents, covenants and considerations hereinafter specified, do hereby agree with the other as follows:

1. LEASED PREMISES

LESSOR grants and LESSEE accepts the lease of the following described Leased Premises located in the City of Grand Rapids, County of Itasca, Minnesota, to-wit:

Up to 2,003 total square feet in the building known as Itasca Resource Center located at 1209 SE 2nd Avenue, Grand Rapids, Minnesota.

2. USE

LESSEE shall use and occupy the Leased Premises for its programs and services and for no other purpose.

3. TERM

The term of the lease shall be three (3) years from the 1st of April, 2024 through the 31st of March, 2027, subject to termination by LESSOR during the term thereof upon six (6) month written notice to LESSEE.

4. RENTS

- 4.01 The consideration for this Lease Agreement shall be the mutual benefit to both parties of this Lease Agreement in so far as the collaborative is committed to improving access, delivery, and programming services to young children and families and individuals on a “one-stop” basis through collaboration and cooperation of the agencies involved in order to serve area residents in a more efficient and feasible manner.
- 4.02 LESSOR represents and warrants that it is solely entitled to all of the rents payable under the terms of this Lease Agreement and that it is a solvent organization. A complete auditor’s report is available upon request.
- 4.03 In consideration for the use of said premises, LESSEE shall pay the LESSOR for 2,003 square feet of space at the rate of \$15.45 per square foot the sum of \$2,578.86 per month, payable on the 5th day of each month for the time period of April 1, 2024, through March 31st, 2025. Effective April 1st, 2025, through March 31st, 2026, the LESSEE shall pay the LESSOR for 2,003 square feet of space at the rate of \$15.45 per square foot the sum of \$2,578.86, payable on the 5th day of each month. Effective April 1st, 2026, through March 31st, 2027, the LESSEE shall pay the LESSOR for 2,003 square feet of space at the rate of \$15.75 per square foot the sum of \$2628.94 per month, payable on the 5th day of each month.
- 4.04 The building base operation costs will be reviewed on an annual basis with annual rents adjusted based on actual costs. Building base operating costs are those costs necessary and incidental to operating and maintaining the IRC building and related premises and shall include, but not be limited to, maintenance, cleaning, utilities, heating, cooling ventilation, lighting, restrooms, janitorial service, trash removal, recycling, snow removal, maintenance supplies, insurance and reserves.

LESSEE shall have the quiet enjoyment of the Leased Premises during the full term of this Lease Agreement and any extension of renewal thereof.

5. TERMINATION

- 5.01 In the event that LESSEE shall fail to fulfill its obligations as set forth in this lease, LESSOR shall notify LESSEE in writing setting forth the specific lease term in default. LESSEE shall then be allowed thirty (30) days to cure such default. In the event that such default is not corrected within such thirty (30) day period, LESSOR may, at LESSOR’s option, declare this lease terminated.

- 5.02 LESSEE covenants that upon the termination of this Lease Agreement by lapse of time or otherwise, it shall remove its personal property and vacate and surrender possession of the Leased Premises to LESSOR in as good a condition as when LESSEE took possession, ordinary wear and damage by the elements expected. Any equipment, trade fixtures or furniture installed by LESSEE shall remain the property of the LESSEE. LESSEE shall have the right to remove owned equipment at the expiration or termination of this Lease Agreement or any extension thereof.
- 5.03 This lease may further be terminated by the LESSOR or the LESSEE with or without cause by providing 60 days advance notice of intent to terminate.
- 5.04 If LESSEE defaults, improvements to building will be forfeited as well as grant monies.

6. DUTIES OF LESSOR

- 6.01 **Utilities:** LESSOR shall bear the cost of heat, electricity, air-conditioning, gas, sewer and water.
- 6.02 **Common Areas:** LESSOR shall provide sufficient light, heat and maintenance to the common areas and public access areas to the Leased Premises, so that such areas shall be safe and reasonably comfortable.
- 6.03 **Snow Removal:** LESSOR shall keep the public sidewalks adjacent to the building and any sidewalks leading from the public sidewalks to the building free from snow, ice and debris.
- 6.04 **Maintenance:** LESSOR shall maintain in working condition all appurtenances within the scope of this Lease Agreement, including the maintenance of proper plumbing, wiring, heating and cooling devices and ductwork.
- 6.05 **Repairs:** LESSOR shall make such necessary repairs so as to continue to provide all such services appurtenances as are required by this Lease Agreement provided, however, that LESSOR shall not be responsible for repairs upon implements or articles which are the personal property of the LESSEE, nor shall LESSOR bear the expense of repairs to the Lease Premises necessitated by damage caused by LESSEE beyond normal wear and tear.

6.06 **Janitorial and Trash Removal:** LESSOR shall provide janitorial services and trash removal at LESSOR'S expense. LESSEE shall be responsible for the day-to-day maintenance of storage facilities and surface areas at its expense.

6.07 **Accessibility:**

- a. LESSOR agrees to provide and maintain the Leased Premises and building of which the Leased Premises are a part with accessibility and facilities meeting code requirements for handicapped persons, pursuant to all applicable laws, rules, ordinances and regulations as issued by any federal, state or local political subdivisions having jurisdiction and authority in connection with the property.
- b. In the event of LESSOR'S failure to take steps to so comply within sixty (60) days following its receipt of notice of any such noncompliance, LESSEE, as its sole remedy, shall have this option to terminate this Lease Agreement within sixty (60) days prior to written notice to LESSOR.

7. DUTIES OF LESSEE

7.01 LESSEE shall allow access to the Leased Premises by LESSOR or its authorized representatives at any reasonable time during the life of this Lease Agreement for any purpose within the scope of this Lease Agreement.

7.02 LESSEE shall not use the Leased Premises at any time for any purpose forbidden by law or contrary to the requirements of the Minnesota Commissioner of Finance relative to the Leased Premises.

7.03 LESSEE shall not assign, sublet or otherwise transfer its interest in this Lease Agreement without the prior written consent of LESSOR. LESSEE for the benefit of the LESSOR shall require that any sublease, lease, contract or subcontract contain a provision that the Sub-Lessee or contracting party comply with Section 9 and the general terms of this Lease Agreement and that the sub-lessee or contracting party shall provide a certificate of insurance as proof of insurance as required herein for the benefit of the Parties to this agreement. Any agreement under this provision shall be subject to the review of the Itasca County Attorney's Office.

- 7.04 LESSEE shall make no alterations, additions, or changes in the Leased Premises without the advance written consent of LESSOR. All alterations, additions, improvements and fixtures, which may be made or installed by LESSOR upon the Leased Premises and which in any manner are attached to the floors, walls, or ceilings, at the termination of this lease shall remain the property of LESSOR.
- 7.05 LESSEE shall be responsible for the payment of all costs associated with its telephone service to the Leased Premises.
- 7.06 On an annual basis, LESSEE shall furnish to LESSOR an initial program evaluation report and an annual budget including projected revenue and expenditure forecast.

8. DESTRUCTION OF PREMISES

In the event the Leased Premises are damaged or destroyed by fire or other casualty, LESSOR shall with reasonable diligence, repair such damage and restore the Leased Premises to substantially, its condition at the time LESSEE took possession at the commencement of the term thereof, subject to delays which may arise by reason of adjustment of loss under insurance policies and delays beyond the reasonable control of LESSOR; and to the extent the Leased Premises are rendered untenable, the rent shall abate proportionately except that there shall be no abatement of rent in the event such damage was caused by or contributed by the act, fault or neglect of LESSEE, its employees or agents; if it is impractical to restore the Leased Premises, LESSOR may terminate this Lease Agreement and the rent shall be adjusted to the date of damage. LESSOR must notify LESSEE of its intentions within thirty (30) days of the damage and, if the intent is to restore, must start restoration within sixty (60) days of the damage and complete restoration within ninety (90) days thereafter or LESSEE reserves the right to terminate this Lease Agreement.

9. INSURANCE LIABILITY

9.01 MUTUAL INDEMNIFICATION

- a. Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the

execution, performance, or failure to adequately perform its obligations pursuant to this Contract.

- b. It is understood and agreed that the County's liability shall be limited by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law.

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

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

	<u>Limits</u>
General Aggregate	\$1,500,000
Products-Completed	
Operations Aggregate	\$1,500,000
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 \$1,500,000

- c. Workers' Compensation and Employer's Liability: Statutory Limits

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

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

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

LESSEE, its agents, or contractors of Lessee, 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 LESSOR to the attention of the Risk Manager/Safety Officer. The Certificate shall:

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

9.03 Any public entity Sub-Lessee must provide the same indemnification and insurance requirements hereinabove set forth. Any private entity Sub-Lessee must provide the same indemnification and insurance requirements hereinabove set forth except that the general aggregate limit shall be increased to \$3,000,000. Any sub-lease must be approved according to Section 7.03.

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

10. BUILDING ACCESS

LESSOR shall provide LESSEE with access to the Leased Premises during the term of this Lease.

11. NOTICES

All notices, or communications between LESSOR and LESSEE shall be deemed sufficiently given or rendered in writing and delivered to either party personally or sent by registered or certified mail addressed as follows:

LESSOR: Itasca County Health and Human Services
1209 SE 2nd Ave
Grand Rapids, MN 55744

LESSEE: Northeast Minnesota Office of Job Training
820 N 9th St.
P.O. Box 1028
Virginia, MN 55792

12. SIGNS

LESSEE agrees to obtain LESSOR'S prior written approval of all signs including lettering and other advertising media upon the exterior of the Leased Premises

13. ACCESS TO PREMISES

LESSOR shall have the right to enter upon the Leased Premises at reasonable hours for the purpose of inspecting the same or making repairs, additions, or alterations thereof or to the building in which the same are located. LESSOR further reserves the right to enter the Leased Premises at any time in the event of any emergency.

14. ARBITRATION

All claims, counterclaims, disputes and other matters in question between the parties arising out of or relating to this Agreement or the breach thereof will be decided by arbitration. Notice of demand for arbitration must be filed in writing with the other parties to this Agreement.

LESSOR

Itasca County

By: _____

Title: _____

Date: _____

LESSEE

Northeast Minnesota Office of Job Training

By: _____

Title: _____

Date: _____



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 19, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3523

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Eric Villeneuve

AGENDA ITEM:

Lease Between Itasca County and Itasca County Health & Human Services

BOARD ACTION REQUESTED:

Approve the lease agreement between Itasca County and Itasca County Health & Human Services for the time period of 04/01/2024 - 03/31/2027 and authorize the County Board Chair to sign the lease agreement.

BACKGROUND:

Itasca County Health & Human Services will be leasing 19,008 total square feet of space within the Itasca Resource Center. They will pay \$13.00 a square foot for 2024/2025, \$13.45 for 2025/2026, and \$13.75 for 2026/2027. The lease dollars will go to the IRC Building Fund. ICHHS recommends approval.

The County Attorney's Office recently reviewed the lease format in 2023 when Itasca County entered into a lease agreement with a new tenant.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. 2024 Lease Between Itasca County and ICHHS

03/19/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 03/26/2024 2:30 PM
----------------	--------------------------------	---------------------------------

Lease Between Itasca County and Itasca County Health & Human Services

SYNOPSIS

This Lease Agreement is made by and between Itasca County hereinafter referred to as LESSOR; and Itasca County Health & Human Services, hereinafter referred to as LESSEE.

LESSEE: Itasca County Health and Human Services is dedicated to providing Health & Human Services to Itasca County.

LESSOR: Itasca County is a political subdivision of the State of Minnesota. As such, Itasca County is empowered to carry out the governmental program of providing services under Minnesota Statute 373.01 subdivision 1 (4).

Itasca County is empowered to purchase, lease, rent, and maintain as a political subdivision of the State of Minnesota under Minnesota Statute 373.01.

Witnesseth: LESSOR and LESSEE, in consideration of the rents, covenants and considerations hereinafter specified, do hereby agree with the other as follows:

1. LEASED PREMISES

LESSOR grants and LESSEE accepts the lease of the following described Leased Premises located in the City of Grand Rapids, County of Itasca, Minnesota, to-wit:

Up to 19,008 total square feet in the building known as Itasca Resource Center located at 1209 SE 2nd Avenue, Grand Rapids, Minnesota.

2. USE

LESSEE shall use and occupy the Leased Premises for its programs and services and for no other purpose.

3. TERM

The term of the lease shall be three (3) years from the 1st of April, 2024 through the 31st of March, 2027, subject to termination by LESSOR during the term thereof upon six (6) month written notice to LESSEE.

4. RENTS

4.01 The consideration for this Lease Agreement shall be the mutual benefit to

both parties of this Lease Agreement in so far as the collaborative is committed to improving access, delivery, and programming services to young children and families and individuals on a “one-stop” basis through collaboration and cooperation of the agencies involved in order to serve area residents in a more efficient and feasible manner.

- 4.02 LESSOR represents and warrants that it is solely entitled to all of the rents payable under the terms of this Lease Agreement and that it is a solvent organization. A complete auditor’s report is available upon request.
- 4.03 In consideration for the use of said premises, LESSEE shall pay the LESSOR for 19,008 square feet of space at the rate of \$13.00 per square foot the sum of \$20,592.00 payable monthly or \$247,104.00 payable annually for the time frame of April 1st, 2024, through March 31st, 2025. Effective April 1st, 2025, through March 31st, 2026, the LESSEE shall pay the LESSOR for 19,008 square feet of space at the rate of \$13.45 per square foot the sum of \$21,304.80, payable monthly or \$255,657.60 payable annually. Effective April 1st, 2026, through March 31st, 2027, the LESSEE shall pay the LESSOR for 19,008 square feet of space at the rate of \$13.75 per square foot the sum of \$21,780.00 payable monthly or \$261,360.00 payable annually.
- 4.04 The building base operation costs will be reviewed on an annual basis with annual rents adjusted based on actual costs. Building base operating costs are those costs necessary and incidental to operating and maintaining the IRC building and related premises and shall include, but not be limited to, maintenance, cleaning, utilities, heating, cooling ventilation, lighting, restrooms, janitorial service, trash removal, recycling, snow removal, maintenance supplies, insurance and reserves.

LESSEE shall have the quiet enjoyment of the Leased Premises during the full term of this Lease Agreement and any extension of renewal thereof.

5. TERMINATION

- 5.01 In the event that LESSEE shall fail to fulfill its obligations as set forth in this lease, LESSOR shall notify LESSEE in writing setting forth the specific lease term in default. LESSEE shall then be allowed thirty (30) days to cure such default. In the event that such default is not corrected within such thirty (30) day period, LESSOR may, at LESSOR’s option, declare this lease terminated.

- 5.02 LESSEE covenants that upon the termination of this Lease Agreement by lapse of time or otherwise, it shall remove its personal property and vacate and surrender possession of the Leased Premises to LESSOR in as good a condition as when LESSEE took possession, ordinary wear and damage by the elements expected. Any equipment, trade fixtures or furniture installed by LESSEE shall remain the property of the LESSEE. LESSEE shall have the right to remove owned equipment at the expiration or termination of this Lease Agreement or any extension thereof.
- 5.03 This lease may further be terminated by the LESSOR or the LESSEE with or without cause by providing 60 days advance notice of intent to terminate.
- 5.04 If LESSEE defaults, improvements to building will be forfeited as well as grant monies.

6. DUTIES OF LESSOR

- 6.01 **Utilities:** LESSOR shall bear the cost of heat, electricity, air-conditioning, gas, sewer and water.
- 6.02 **Common Areas:** LESSOR shall provide sufficient light, heat and maintenance to the common areas and public access areas to the Leased Premises, so that such areas shall be safe and reasonably comfortable.
- 6.03 **Snow Removal:** LESSOR shall keep the public sidewalks adjacent to the building and any sidewalks leading from the public sidewalks to the building free from snow, ice and debris.
- 6.04 **Maintenance:** LESSOR shall maintain in working condition all appurtenances within the scope of this Lease Agreement, including the maintenance of proper plumbing, wiring, heating and cooling devices and ductwork.
- 6.05 **Repairs:** LESSOR shall make such necessary repairs so as to continue to provide all such services appurtenances as are required by this Lease Agreement provided, however, that LESSOR shall not be responsible for repairs upon implements or articles which are the personal property of the LESSEE, nor shall LESSOR bear the expense of repairs to the Lease Premises necessitated by damage caused by LESSEE beyond normal wear and tear.

6.06 **Janitorial and Trash Removal:** LESSOR shall provide janitorial services and trash removal at LESSOR'S expense. LESSEE will allow janitorial staff in to begin cleaning daily at 3:00 PM, unless an exception is previously arranged with the LESSOR. LESSEE shall be responsible for the day-to-day maintenance of storage facilities and surface areas at its expense.

6.07 **Accessibility:**

- a. LESSOR agrees to provide and maintain the Leased Premises and building of which the Leased Premises are a part with accessibility and facilities meeting code requirements for handicapped persons, pursuant to all applicable laws, rules, ordinances and regulations as issued by any federal, state or local political subdivisions having jurisdiction and authority in connection with the property.
- b. In the event of LESSOR'S failure to take steps to so comply within sixty (60) days following its receipt of notice of any such noncompliance, LESSEE, as its sole remedy, shall have this option to terminate this Lease Agreement within sixty (60) days prior to written notice to LESSOR.

7. DUTIES OF LESSEE

7.01 LESSEE shall allow access to the Leased Premises by LESSOR or its authorized representatives at any reasonable time during the life of this Lease Agreement for any purpose within the scope of this Lease Agreement.

7.02 LESSEE shall not use the Leased Premises at any time for any purpose forbidden by law or contrary to the requirements of the Minnesota Commissioner of Finance relative to the Leased Premises.

7.03 LESSEE shall not assign, sublet or otherwise transfer its interest in this Lease Agreement without the prior written consent of LESSOR. LESSEE for the benefit of the LESSOR shall require that any sublease, lease, contract or subcontract contain a provision that the Sub-Lessee or contracting party comply with Section 9 and the general terms of this Lease Agreement and that the sub-lessee or contracting party shall provide a certificate of insurance as proof of insurance as required herein for the benefit of the Parties to this agreement. Any agreement under

this provision shall be subject to the review of the Itasca County Attorney's Office.

- 7.04 LESSEE shall make no alterations, additions, or changes in the Leased Premises without the advance written consent of LESSOR. All alterations, additions, improvements and fixtures, which may be made or installed by LESSOR upon the Leased Premises and which in any manner are attached to the floors, walls, or ceilings, at the termination of this lease shall remain the property of LESSOR.
- 7.05 LESSEE shall be responsible for the payment of all costs associated with its telephone service to the Leased Premises.
- 7.06 On an annual basis, LESSEE shall furnish to LESSOR an initial program evaluation report and an annual budget including projected revenue and expenditure forecast.

8. DESTRUCTION OF PREMISES

In the event the Leased Premises are damaged or destroyed by fire or other casualty, LESSOR shall with reasonable diligence, repair such damage and restore the Leased Premises to substantially, its condition at the time LESSEE took possession at the commencement of the term thereof, subject to delays which may arise by reason of adjustment of loss under insurance policies and delays beyond the reasonable control of LESSOR; and to the extent the Leased Premises are rendered untenable, the rent shall abate proportionately except that there shall be no abatement of rent in the event such damage was caused by or contributed by the act, fault or neglect of LESSEE, its employees or agents; if it is impractical to restore the Leased Premises, LESSOR may terminate this Lease Agreement and the rent shall be adjusted to the date of damage. LESSOR must notify LESSEE of its intentions within thirty (30) days of the damage and, if the intent is to restore, must start restoration within sixty (60) days of the damage and complete restoration within ninety (90) days thereafter or LESSEE reserves the right to terminate this Lease Agreement.

9. INSURANCE LIABILITY

- 9.01 MUTUAL INDEMNIFICATION
 - a. Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter

sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Contract.

- b. It is understood and agreed that the County's liability shall be limited by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law.

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

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

	<u>Limits</u>
General Aggregate	\$1,500,000
Products-Completed	
Operations Aggregate	\$1,500,000
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 \$1,500,000
- c. Workers' Compensation and Employer's Liability: Statutory Limits
- d. Employer's Liability
 - Bodily injury by:
 - Accident - Each Accident \$500,000
 - Disease - Policy Limit \$500,000
 - Disease - Each Employee \$500,000

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

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

LESSEE, its agents, or Lessee's contractors, 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 LESSOR to the attention of the Risk Manager/Safety Officer. The Certificate shall:

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

9.03 Any public entity Sub-Lessee must provide the same indemnification and insurance requirements hereinabove set forth. Any private entity Sub-Lessee must provide the same indemnification and insurance requirements hereinabove set forth except that the general aggregate limit shall be increased to \$3,000,000. Any sub-lease must be approved according to Section 7.03.

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

10. BUILDING ACCESS

LESSOR shall provide LESSEE with access to the Leased Premises during the term of this Lease.

11. NOTICES

All notices, or communications between LESSOR and LESSEE shall be deemed sufficiently given or rendered in writing and delivered to either party personally or sent by registered or certified mail addressed as follows:

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

LESSEE: Itasca County Health and Human Services
1209 SE 2nd Ave
Grand Rapids, MN 55744

SIGNS

LESSEE agrees to obtain LESSOR'S prior written approval of all signs including lettering and other advertising media upon the exterior of the Leased Premises

12. ACCESS TO PREMISES

LESSOR shall have the right to enter upon the Leased Premises at reasonable hours for the purpose of inspecting the same or making repairs, additions, or alterations thereof or to the building in which the same are located. LESSOR further reserves the right to enter the Leased Premises at any time in the event of any emergency.

13. ARBITRATION

All claims, counterclaims, disputes and other matters in question between the parties arising out of or relating to this Agreement or the breach thereof will be decided by arbitration. Notice of demand for arbitration must be filed in writing with the other parties to this Agreement.

LESSOR

Itasca County

By: _____

Title: _____

Date: _____

LESSEE

Itasca County Health & Human Services

By: _____

Title: _____

Date: _____



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 19, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3525

DEPARTMENT: Health & Human Services

TIME REQUESTED: 5 Minutes

PRESENTER: Jason Johnson

AGENDA ITEM:

Electronic Filing System Discussion

BOARD ACTION REQUESTED:

Receive information regarding a change in EDMS (Electronic Data Management System).

BACKGROUND:

The Financial Assistance Unit is in need of changing our current EDMS system. Our current system is fully supported by St. Louis County and St. Louis County is ending this agreement effective 12/31/2024. Would like to share information regarding a new system.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 19, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3531

DEPARTMENT: Environmental Services

TIME REQUESTED: 5 Minutes

PRESENTER: Katie Benes

AGENDA ITEM:

Letter of Support - General Waste and Recycling Certificate of Need Request

BOARD ACTION REQUESTED:

Approve letter of support for the General Waste and Recycling -Certificate of Need Request.

BACKGROUND:

An approved Certificate of Need is required before additional permitting and work can be started at the Keewatin site to become a Municipal Solid Waste and Recycling facility. The MN Pollution Control Agency will evaluate the Certificate of Need request.

COUNTY ATTORNEY REVIEW: N/A

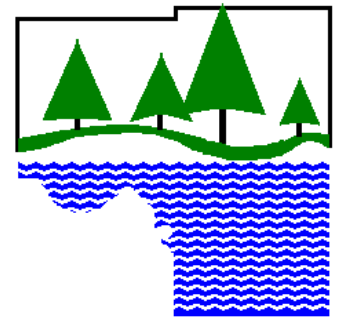
SUPPORTING DOCUMENTATION:

1. 2024.03.08 CON Keewatin Landfill
2. 2024.03.08 CON Keewatin Landfill SIGNED

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

Courthouse
Environmental Services
123 NE 4th Street
Grand Rapids, MN 55744-2600
Office (218) 327-2857 Fax (218) 327-7331



March 8, 2024

William Keegan, PE President
Dem-Con Companies
13020 Dem-Con Drive
Shakopee, MN 55379

Re: General Waste & Recycling - Certificate of Need Request - Keewatin, MN

Dear Mr. Keegan:

Itasca County is submitting this letter for a Certificate of Need (CON) request to the Minnesota Pollution Control Agency (MPCA) for the General Waste - Keewatin Landfill.

Below are estimated municipal solid waste (MSW) tonnages from the 2023 Northeast Minnesota Regional Solid Waste Management Plan for Itasca County, as developed by the Solid Waste Officers of the Northeast Region (SWONER), for potential disposal at the General Waste - Keewatin Landfill. Table 1 reflects the estimates listed in the Plan and the projected tons that are available for disposal for the following years.

Table 1

	2023 *	2024	2025	2026	2027	2028	2029	2030	2031	2032
Plan MSW Tons	25,405	25,325	25,124	24,922	24,721	24,518	24,318	24,115	23,914	23,711
Estimated tons available for disposal	27,053	26,971	26,757	26,542	26,328	26,112	25,899	25,682	25,468	25,252

* NOTE: The actual MSW tonnage received at the Itasca County Transfer Station in 2023 was 27,053 tons, 6.5% over projections. This increase, from *estimated* to *actual* tonnages in MSW, is the direct result of a campaign Itasca County has implemented over the last two years titled Fight Blight. By updating our outlying canister sites, supporting localized clean-up events, and through a public information campaign on local radio, Fight Blight has led to better community awareness and participation in MSW management. Itasca County plans to continue these efforts, therefore we estimate that actual tonnages will continue to exceed the projections listed in the Northeast Minnesota Regional Solid Waste Management Plan.

Itasca County fully supports the establishment of General Waste's MSW landfill in Keewatin as it would significantly reduce transportation costs for Itasca and nearby counties. The findings of the Northeast Minnesota Regional Solid Waste Management Plan alternatives analysis estimates that hauling MSW (from Aitkin, Itasca, and Koochiching counties) to the proposed Keewatin Landfill would result in a significant annual fuel savings of \$521,000 and GHG reduction of more than 1,000 metric tons of carbon dioxide across all three counties.

Sincerely,

John Johnson
Chairperson, Itasca County Board of Commissioners

ITASCA COUNTY

Courthouse
Environmental Services
123 NE 4th Street
Grand Rapids, MN 55744-2600
Office (218) 327-2857 Fax (218) 327-7331



March 8, 2024

William Keegan, PE President
Dem-Con Companies
13020 Dem-Con Drive
Shakopee, MN 55379

Re: General Waste & Recycling - Certificate of Need Request - Keewatin, MN

Dear Mr. Keegan:

Itasca County is submitting this letter for a Certificate of Need (CON) request to the Minnesota Pollution Control Agency (MPCA) for the General Waste - Keewatin Landfill.

Below are estimated municipal solid waste (MSW) tonnages from the 2023 Northeast Minnesota Regional Solid Waste Management Plan for Itasca County, as developed by the Solid Waste Officers of the Northeast Region (SWONER), for potential disposal at the General Waste - Keewatin Landfill. Table 1 reflects the estimates listed in the Plan and the projected tons that are available for disposal for the following years.

Table 1

	2023 *	2024	2025	2026	2027	2028	2029	2030	2031	2032
Plan MSW Tons	25,405	25,325	25,124	24,922	24,721	24,518	24,318	24,115	23,914	23,711
Estimated tons available for disposal	27,053	26,971	26,757	26,542	26,328	26,112	25,899	25,682	25,468	25,252

* NOTE: The actual MSW tonnage received at the Itasca County Transfer Station in 2023 was 27,053 tons, 6.5% over projections. This increase, from *estimated* to *actual* tonnages in MSW, is the direct result of a campaign Itasca County has implemented over the last two years titled Fight Blight. By updating our outlying canister sites, supporting localized clean-up events, and through a public information campaign on local radio, Fight Blight has led to better community awareness and participation in MSW management. Itasca County plans to continue these efforts, therefore we estimate that actual tonnages will continue to exceed the projections listed in the Northeast Minnesota Regional Solid Waste Management Plan.

Itasca County fully supports the establishment of General Waste's MSW landfill in Keewatin as it would significantly reduce transportation costs for Itasca and nearby counties. The findings of the Northeast Minnesota Regional Solid Waste Management Plan alternatives analysis estimates that hauling MSW (from Aitkin, Itasca, and Koochiching counties) to the proposed Keewatin Landfill would result in a significant annual fuel savings of \$521,000 and GHG reduction of more than 1,000 metric tons of carbon dioxide across all three counties.

Sincerely,


John Johnson
Chairperson, Itasca County Board of Commissioners



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 19, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3530

DEPARTMENT: Environmental Services

TIME REQUESTED: 15 Minutes

PRESENTER: Bill Grantges

AGENDA ITEM:

2023 AIS Program Report

BOARD ACTION REQUESTED:

Receive the 2023 Itasca County AIS Program Report.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Itasca SWCD AIS Program Report for 2023

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

Itasca County's SWCD AIS Prevention Aid Program: A Snapshot of Accomplishments in 2023

Program Summary

Our year round and seasonal aquatic invasive species (AIS) staff implement a five-part program designed to fight the spread of AIS on multiple fronts. Our Prevention program is focused on Watercraft inspections, decontaminations, and access site improvements. Our Control & Monitoring program specializes in the early detection and control of invasive species populations in the lakes and rivers of Itasca County. Another method we use to fight AIS is the Community Action Projects (CAP) grant program. This grant program provides matching funds for Itasca residents that have a good idea on how to fight the spread of AIS. The Awareness & Training program provides public outreach. Perhaps the least visible but equally important program we have is with Itasca County. The support we receive from our County Commissioners and the Environmental Services department make it possible for us to offer one of the best AIS programs in the State.

Category	Metrics
 AIS Prevention Aid Used	\$ 637,592 AIS Prevention Aid used this calendar year (all State AIS Aid to Itasca). \$ 100,000 saved in a contingency fund.
 People Dedicated to AIS Work	2 full-time staff with 100 % of their time dedicated to AIS work. 3 part-time and seasonal staff with 100 % of their time dedicated to AIS work (<i>Staff other than inspectors that work seasonally</i>) 32 total watercraft inspectors, including: 17 trained as Level 1 and 15 trained as Level 2 . \$426,196 spent on staff wages. 95 volunteers conducted AIS work. 1,100 volunteer hours served
 Partnerships Created and Maintained	Local organizations engaged and/or actively conducting aid-funded AIS work: 15 lake associations 2 conservation nonprofits and/or outdoor groups (e.g., angling, hunting, paddling, sailing, etc.) 3 schools and/or youth organizations 17 businesses 3 local governments 1 tribal government Yes, our county has an AIS Task Force or Committee
 Funds Distributed, Contributed and Leveraged	\$42,387 of AIS Prevention Aid awarded as grants to other organizations. 9 organizations awarded grants. \$47,477 in funds contributed by other organizations that directly support aid-funded work. 10 organizations contributing additional funds. \$15,000 in other funds leveraged from USFS RAC
 Communities Engaged	66 events were held about AIS or that included AIS topics. 10,000 residents and visitors directly contacted/engaged about AIS during events. 1,200 children were taught about AIS.

Category	Metrics
	<u>812</u> commitments gathered. <u>\$5,000</u> of aid spent on advertisements (billboards, TV, radio, newspaper, social media, etc.)
 Watercraft Inspected	<u>\$445,568</u> spent on watercraft inspection including: <u>\$414,568</u> in AIS Prevention Aid <u>\$31,000</u> in other funds leveraged from <u>5 organizations</u>. <u>27,133</u> inspections performed. <u>16,971</u> hours of inspections were performed. <u>34</u> accesses covered by inspectors. <u>19</u> water bodies were covered by inspectors. <u>97%</u> of watercraft are recorded as arriving with drain plugs out. <u>99.5 %</u> of watercraft are recorded as arriving free of aquatic plants. <u>5</u> decontamination units (hot water, high pressure) operated by Level 2 inspectors. <u>422</u> decontaminations were performed. <u>100</u> boaters engaged by AIS Volunteers/Ambassadors at water accesses. <u>7</u> water bodies with cleaning tool stations maintained at <u>6</u> water accesses
 Monitoring Conducted	<u>87</u> total lakes and <u>6 Miles</u> of rivers (<u>3 Rivers</u>) surveyed for AIS. Surveys included: <u>90</u> early detection searches on <u>90</u> water bodies <u>36</u> zebra mussel settling plates deployed on <u>36</u> water bodies. <u>43</u> veliger tows taken on <u>6</u> water bodies. <u>5</u> new detections in the county. (<u>3 New Zebra Mussel Infestations, 1 New Starry Stonewort Infestation, 1 New Purple Loosestrife Infestation</u>) <u>42</u> volunteers trained and/or active as AIS Detectors <u>15</u> people participated in the University of Minnesota Extension and Minnesota AIS Research Center's "Starry Trek" event. List of species targeted for monitoring or surveys: <u>Zebra Mussels, Starry Stonewort, Eurasian Watermilfoil, Curly Leaf Pondweed, Flowering Rush, Purple Loosestrife</u>
 New Infestation Response Planned	<u>4</u> coordinated response(s) to a new AIS population(s) Our county has a response plan developed in <u>2014 that is updated yearly</u>.
 AIS Controlled	<u>\$25,779</u> spent on in-lake/river control of AIS, including: <u>\$10,779</u> in AIS Prevention Aid <u>\$15,000</u> in other funds leveraged from <u>U.S. Forest Service (RAC Grant for Purple Loosestrife Control within the Chippewa National Forest)</u>. <u>4</u> groups involved or conducting aid-funded control activities. <u>64</u> total water bodies / sites with aid-funded control activities, including: <u>5</u> water bodies with invasive aquatic plant management <u>64</u> sites with purple loosestrife management where <u>99,890</u> biocontrol beetles were released. <u>50</u> Lakes / sites with <u>Herbicide Applications for Purple Loosestrife management</u>. List of species controlled: <u>Eurasian Watermilfoil, Curly Leaf Pondweed, Flowering Rush, Purple Loosestrife</u>.

Program Spending Summary

Budget Category	AIS Prevention Aid Spent by the County in 2023	AIS Prevention Spent by Local Grantees in 2023	In-Kind Funds Contributed in 2023	Description
Public Outreach and Education	\$36,944	\$250	\$1,511	Awareness & Training Program
Watercraft Inspection	\$445,568	\$31,000	\$0	Inspections and decontaminations
Enforcement	\$0	\$0	\$0	
Early Detection/Monitoring	\$25,087	\$0	\$0	Early Detection Surveys, Mapping of known AIS Infestations
New Infestation Response	\$1,980	\$0	\$0	New Infestation Investigation / Mapping
AIS Control	\$22,138	\$0	\$15,000	Conducting AIS Management Projects
CAP Grants	\$49,536	\$0	\$42,730	Matching grants for Itasca residents
Capital Equipment	\$39,624	\$0	\$0	Watercraft, SCUBA Gear
Personnel – Full time (not captured above)	\$68,211	\$0	\$0	Bill Grantges, AIS Program Manager Chris Evans, AIS Specialist
District Admin Costs	\$14,550	\$0	\$0	
Itasca County	\$3,000	\$0	\$0	
Totals	\$638,427	\$31,250	\$75,752	

Plans for 2024

Prevention Program

- Watercraft inspectors will receive additional training on AIS identification as well as topics including:
 - what happens to a lake after it is infested.
 - Teaching watercraft owners how to clean their boats and the not so obvious places AIS hides.
 - Conflict resolution.
 - De-escalation techniques.
- Thanks to funding from a USFS BIL grant, the information kiosks at Plug Hat landing on Winnibigoshish, and Mosomo landing on Cut Foot Sioux will be redesigned and replaced. We will be partnering with the Leech Lake Band of Ojibwe, the USFS and the MN DNR to finalize the design, layout, and placement of the new kiosks.
- We will have 17 high priority lakes with a total of 27 landings where we will station watercraft inspectors. Many of those lakes will have coverage 10 hours a day, seven days a week. Two of the 6 thermal decontamination stations we will have in operation for 2024 will have a minimum of 9 fixed hours per day, 7 days a week. A 3rd thermal decontamination station will be manned 10 hours a day, Friday-Sunday. Our 6th decon station is located at our SWCD office and is available 7 days a week by appointment. This station is used primarily to decontaminate daily all Itasca SWCD watercraft and equipment that was used in any of our county's waters.
- Our decontamination training program for Lake Service Providers and Fishing Guides will be expanded. This program offers special training on hot water decontaminations, and how to use the Deer Lake permanent decontamination station. Once trained, coded access to the station will be issued for 24 hour use.
- Simple, low cost AIS cleaning stations will be installed on infested lake access points that include public landings, resorts, campgrounds, and private accesses. Cost per unit is estimated at less than \$100. The station is made up of a metal sign with instructions on how to use the provided long handled brush, 3' reach picker/grabber, universal drain plug wrench and an Aqua Stick scraping tool.
- Expand inspector coverage to include Dora Lake due to the recently discovered Starry Stonewort infestation.

Control & Monitoring Program

- SCUBA will be added as another tool for the Control & Monitoring program to use in 2024. This will improve the accuracy and efficiency of early detection surveys, as well as provide the means to implement control measures on submergent invasive plants.
- The Itasca AIS Program will join the AIS Detectors Spiny Surveillance and Early Detection Project in 2024.
- We will be conducting intensive searches on Docks/Lifts in the Fall once they are removed from the water.

Awareness & Training Program

In 2024 we plan to have a manned booth with AIS activity stations at many public events including:

- Jaycees Home & Sport Show-IRA Civic Center:
- Children's 1st Children Fair- Grand Rapids H.S.
- 5th Grade Youth Water Summit, County Fair Grounds
- Nashwauk 4th of July Parade
- Tall Timber Days- Grand Rapids, 2 days, education tent on Saturday, Parade on Sunday.
- County Fair- County Fair Grounds Commercial Building, 5 days
- Starry Trek

2023 Highlights

- In the fall of 2023, we had great success locating new infestations of Zebra Mussels by inspecting docks and boat lifts as they were being removed from the water for the winter. We plan to continue using this method in 2024 and beyond as an effective Zebra Mussel detection strategy.
- June 23-24, Labs to Lakes: A MAISRC Regional Workshop was held at the Cedar Lakes Casino in Cass Lake. We partnered with a diverse group of regional partners to offer this two day event. Partners included: MAISRC, Minnesota Lake & Rivers, UofM AIS Detectors Program, MN DNR, Minnesota Coalition of Lake Associations (MNCOLA), The Red Lake Band of Chippewa, The Leech Lake Band of Ojibwe, The Association of Cass County Lakes (ACCL), Beltrami County AIS, Leech Lake Association, Cass County SWCD.
- Over 800 watercraft owners in Itasca County participated in the MN DNR "Take The Pledge Program". and Free boat wash banners. Take the Pledge program. Itasca AIS Watercraft Inspectors explained the program to watercraft owners at public water access sites and asked them to Take The Pledge. The Pledge asks you to demonstrate your commitment and care to prevent the spread of AIS in Minnesota by always taking these steps to prevent the spread of aquatic invasive species:
 - Clean my boat and gear to remove plants and prohibited invasive species.
 - Drain all water and leave plugs out during transport.
 - Dispose of unwanted bait in the trash.
 - Never release bait, plants, or aquarium pets into Minnesota waters.
 - Dry docks, lifts and rafts for 21 days before moving them from one water body to another.
 - Taking these additional steps whenever possible: Decontaminate my equipment; Spray my equipment with high-pressure water or rinse it with very hot water; Dry my boat and gear for five days before using in another water body.

Success Stories

Our program has worked to provide AIS identification training to resort owners, fishing guides, and anyone else interested in learning. In 2023, a resort owner on Jessie Lake who was trained in AIS Identification discovered a new Zebra Mussel infestation as they were removing their watercraft and docks from the lake in the fall.

Multi-County Collaborations

- The Itasca SWCD AIS program worked with staff from the MN DNR and Leech Lake Band of Ojibwe to increase the biological control efforts for Purple Loosestrife throughout northern Minnesota. Our AIS field crew collected and donated a total of 20,830 Purple Loosestrife Defoliating Beetles to the MN DNR and the LLBO to be distributed among dense infestations. Collectively, the three agencies released a total of 99,890 beetles in 2023.
- The June 23-24, Labs to Lakes: A MAISRC Regional Workshop mentioned in the 2023 Highlights section above.
- We joined several other counties in the purchase of several thousand 36" picker/grabbers. We distributed 240 grabbers to watercraft owners at public water access sites and the County Fair.

Reports and Products

Prevention Program

2023 Season Incoming Violation Rates			
Type	Count	% of all Incoming	% of Incoming Violations
Plug in	443	3.0%	86%
Plants	72	0.5%	14%
Mud	1	0.0%	0.19%
	516	3.44%	100.00%

All Incoming	# From Infested Lakes	% of All Incoming
15,008	3,633	24%

Of the 3,633 entering from an infested lake:		
Time out of Water	Count	% of incoming from infested lake for that time
Less than 24 hours	982	27.0%
1 to 4 days	872	24.0%
5 days or more	1,768	48.7%
Unknown	11	0.3%
	3,633	100.0%

Prevention Program (continued)

Itasca County SWCD AIS Program								
Inspections per Landing 05/11/23 through 10/14/23								
Landing	Inspections	Decons	In	Out	Hours		Inspections Per Hour	
					Coverage	Man	Coverage	Man
Bowstring NE 31-081201	1,047	8	510	537	618.5	640.5	1.6	1.6
Bowstring NW 31-057603	20	-	15	5	-	-	-	-
Bowstring S 31-057602	530	2	263	267	503.5	514.5	1.0	1.0
Cut Foot Sioux (31-085700)								
Mosomo 31-085703	3,075	185	1,520	1,555	1,526.5	1,911.5	2.0	1.6
Deer 31-071900	3,271	61	1,795	1,476	1,551.0	1,665.0	2.1	2.0
Island 31-091301	850	-	566	284	748.0	748.0	1.1	1.1
Jay Gould Boswell	33	-	10	23	-	-	-	-
Jessie 31-078600	121	-	69	52	116.5	116.5	1.0	1.0
Maple	79	-	48	31	-	-	-	-
North Star 31-065301	303	2	154	149	355.0	375.0	0.8	0.7
Pleasant	2	-	1	1	-	-	-	-
Pokegama 31-053200								
Kings 31-053202	1,212	-	696	516	670.5	678.5	1.8	1.8
LaPlant	10	-	4	6	13.0	13.0	0.8	0.8
Mishawaka 31-053203	1,250	-	738	512	550.0	570.0	2.2	2.1
Sherry's Arm 31-053207	851	6	492	359	364.5	384.5	2.2	2.0
Tioga 31-053201	3,082	132	1,696	1,386	1,491.5	2,308.8	2.1	1.3
Trooptown	28	-	27	1	-	-	-	-
Wendigo Arm	17	-	7	10	-	-	-	-
Round N 31-089602	975	-	590	385	662.5	665.5	1.5	1.5
Round E	2	-	-	2	-	-	-	-
Sand 31-082600	440	2	233	207	502.0	502.0	0.8	0.8
Spider 31-053800	168	-	87	81	132.5	132.5	1.3	1.3
Splithand 31-035300	801	-	401	400	306.0	332.0	2.6	2.4
Swan 31-006700	2,046	-	1,112	934	783.0	803.0	2.6	2.6
North Twin 31-019000	15	-	10	5	-	-	-	-
Trout N 31-021601	668	-	386	282	400.0	440.0	1.7	1.5
Trout W 31-021602	99	-	53	46	85.0	85.0	1.2	1.2
Turtle 31-072501	801	-	463	338	919.5	944.5	0.9	0.9
Wabana NW 31-039202	1,342	-	830	512	807.5	827.5	1.7	1.6
Wabana SE 31-039201	1,011	-	574	437	629.5	639.5	1.6	1.6
Wabana Town Hall	4	14	1	3	360.0	370.0	0.0	0.0
Winnibigoshish (11- 014700)								
Plughat 11-014701	2,980	10	1,657	1,323	993.0	1,304.0	2.8	2.2
Totals	27,133	422	15,008	12,125	15,089.0	16,971.3		

* Inspections/Hour calculation does not include DNR inspections or DNR hours

Control & Monitoring Program

	Early Detection Surveys	IAPM Projects	Veliger Settling Plates	Plankton Tows
Lake Name				
Arrowhead – 31080500	√			
Balsam – 31025900	√	√	√	
Barwise – 31027800	√	√		
Bass – 31057600	√	√	√	
Batson – 31070400	√			
Bello – 31072600	√			
Biauswah – 31086200	√	√		
Bigfork River – (Wirt Area)	√	√		
Big Island – 31067100	√			
Blandin Reservoir – 31053300	√	√		
Blind – 31041800	√	√		
Bluewater – 31039500	√		√	
Bower – 31005200	√	√		
Bowstring – 31081300	√	√		
Bray – 31014700	√	√		
Buck - 31006900			√	
Burns – 31065400	√			
Burrows – 31041300	√			
Caribou – 31062000	√		√	
Clubhouse – 31054000	√	√	√	
Coon / Sandwick – 31052400	√			
Cottonwood – 31059400	√			
Crooked – 31019300	√	√		
Crystal – 31037200	√	√		
Cutfoot Sioux – 31085700	√	√		
Deer River - W Deer Lk Rd to Clara DR	√	√		
Deer - 31071900	√	√	√	√
Deer – 31033400	√		√	
Dora – 31088200	√			
Dunbar – 31090400	√	√		
Eagle – 31045400	√	√	√	
East Smith – 31061600	√	√		
Forest – 31037400	√	√		
Grave – 31062400	√		√	
Hale – 31037300	√	√		
Hatch – 31077100	√	√		

	Early Detection Surveys	IAPM Projects	Veliger Settling Plates	Plankton Tows
Lake Name				
Hartley – 31015400	√	√		
Holman – 31022700	√	√	√	
Island – 31075400	√			
Island – 31091300	√		√	√
Jay Gould – 31056500	√			
Jessie – 31078600	√	√	√	
Johnson – 31058600	√	√	√	
LaRue Mine Pit – N/A	√	√		
Lawrence – 31023100	√		√	
Leighton – 31073900	√	√		
Little Bowstring – 31075800	√		√	
Little Jay Gould – 31056600	√			
Little Jessie – 31078400	√		√	
Little Long – 31061300	√	√		
Little Sand – 31085300	√			
Little Splithand – 31034100	√		√	
Little Trout – 31039400	√			
Little Turtle – 31077900	√	√	√	
Little White Oak - 31074000		√		
Little Winnibigoshish – 31085000	√			
Long – 31057000	√	√		
Loon – 31057100	√	√		
Lower Balsam – 31024700	√	√		
Lower Lawrence – 31023800	√	√		
Maple – 31055200	√	√	√	
McKinney – 31037000	√	√		
Middle Pigeon - 31089200			√	
Mike's – 31096600	√	√		
Mississippi River – GR to LaPriarie	√	√		
Moose – 31072200	√	√	√	√
Moose – 31089800	√			
Napoleon – 31029000	√	√		
North Star – 31065300	√			
North Twin - 31091300			√	
O'brien Reservoir – 31003200	√	√		
Pokegama – 31053200	√	√		

Control & Monitoring Program (continued)

Lake Name	Early Detection Surveys	IAPM Projects	Veliger Settling Plates	Plankton Tows
Portage - 31082400		√		
Prairie – 31038400	√	√		
Prairie River – Hwy 2 Bridge to Miss.	√			
Rice – 31071700	√	√		
Round – 31089600	√	√	√	√
Ruby – 31042200	√			
Rush Island – 31083200	√		√	
Sand – 31082600	√	√		
Sand – 31043800	√	√		
Shallow – 31084000	√		√	
Siseebakwet – 31055400	√		√	√
Smith – 31065000	√	√		
Snaptail – 31025500	√	√		
South Sugar – 31055500	√	√		
Spider – 31053800	√	√	√	
Splithand – 31035300	√		√	√
Swan – 31006700	√	√	√	
Thistledew - 31015800			√	
Tioga Pit – 31094600	√			
Trout – 31021600	√	√	√	
Trout – 31031041300	√	√	√	
Turtle – 31072500	√	√	√	
Twin – 31002600	√	√		
Wabana – 31039200	√		√	
Wasson – 31028100	√	√		
Whitefish - 31084300			√	
Winnibigoshish - 31014700		√		

In 2023:

- Approximately 2,200 staff hours were spent in the field conducting early detection surveys and implementing AIS management plans.
- Control & Monitoring crews surveyed a total of 701 Miles of Shoreline (Lakeshore and River Miles Combined).

Photos of AIS Activities

Photo Credit: Chris Evans – Itasca SWCD

Juvenile Zebra Mussel attached to a native Mussel, Jessie Lake



A size of the Zebra Mussels found in Jessie Lake



1st 2 Zebra Mussels found on Turtle Lake attached to dock wheels



Members of the Itasca SWCD AIS Control & Monitoring Crew mapping Starry Stonewort on Dora Lake



Photos of AIS Activities (continued)

Photo Credit: Bill Grantges – Itasca SWCD

Tall Timber Days education tent
Itasca SWCD AIS Awareness & Training Program



Tall Timber Days Parade
Itasca SWCD AIS Prevention Program





**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 19, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3515

DEPARTMENT: Sheriff

TIME REQUESTED: < 5 Minutes

PRESENTER: Joe Dasovich

AGENDA ITEM:

Reallocation of one Records Deputy I to a Road Deputy

BOARD ACTION REQUESTED:

Approve reallocation of one (1) Records Deputy I (Grade 7) position to one (1) Road Deputy (Grade 10) position.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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, March 19, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3526

DEPARTMENT: Management Information Services **TIME REQUESTED:** < 5 Minutes
PRESENTER: Jennifer Sutherland

AGENDA ITEM:

Donation of Computer to Bowstring Airport

BOARD ACTION REQUESTED:

Approve the donation of end of life equipment to Bowstring Airport.

BACKGROUND:

When Itasca County has old end of life equipment, we donate it to different organizations. Bowstring Airport asked if we had any PCs available to donate for airport work.

Model: Lenovo T15 Laptop
Warranty Status: Expired
Estimated Profit if Auctioned: \$15

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Cory Smith
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, March 19, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3495

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Cindy Shevich

AGENDA ITEM:

Application for Repurchase of Tax-Forfeited Parcel by John Cline

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Repurchase of Lots Twenty (20) and Twenty-one (21), Second Addition to Swan Lake.

BACKGROUND:

This property forfeited October 31, 2023 for non-payment of property taxes. Itasca County has received payment for all delinquent taxes, penalties, interest and associated costs.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Repurchase Application Cline
2. Location_Map Cline

It was the consensus of the County Board to refer this item for further discussion at the upcoming 2024 Land Classification Committee meeting scheduled for April 2, 2024.

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 19, 2024

RESOLUTION

RE: REPURCHASE OF LOTS TWENTY (20) AND TWENTY-ONE (21),

SECOND ADDITION TO SWAN LAKE

WHEREAS, Minn. Stat. 282.241 provides that the State of Minnesota held in trust for the taxing districts may be repurchased by the owner at the time of forfeiture, or the owner's heir, devisee, or representative, or any person to whom the right to pay taxes was given by statute, mortgage, or other agreement, subject to adoption of a resolution by the County board and payment of the sum of all delinquent taxes, penalties, interest and associated costs, and

WHEREAS, the applicant, John Cline, has applied to repurchase State of Minnesota land held in trust for the taxing districts legally described as:
Lots Twenty (20) and Twenty-one (21), Second Addition to Swan Lake and

WHEREAS, the applicant is eligible to repurchase the property, and

WHEREAS, approving the repurchase will promote the use of lands that will best serve the public interest.

NOW THEREFORE BE IT RESOLVED, the Itasca County Board approves the repurchase application by John Cline, subject to payment including taxes, penalties and interest of \$899.07; deed tax \$1.65; deed fee \$25.00; recording fee \$46.00; and repurchase application fee \$300.00 for a total of \$1,271.72.

APPLICATION FOR REPURCHASE OF FORFEITED LANDS
Pursuant to Minnesota, Statutes Section 282.241

To The Board of County Commissioners and The County Auditor of Itasca County, Minnesota:

The undersigned **John Cline** hereby makes application to repurchase from the State of Minnesota the following described land, pursuant to Minnesota Statutes, Section 282.241, Said land is situated in said **Itasca** County, Minnesota, and more particularly described as follows:

Lots Twenty (20) and Twenty-one (21), Second Addition to Swan Lake

Applicant states and shows that at the time of the forfeiture to the State of the said land for taxes hereinafter set out, they were the owners and taxpayers.

That said land forfeited to the State on the 31st day of October, 2023

That such taxes became delinquent 2019 and remained delinquent and unpaid for the subsequent years of 2020-2023.

That the aggregate of all delinquent taxes and assessments, with penalties, costs and interest, exclusive of taxes and assessments to be reinstated as provided by Minnesota Statutes, Section 282.

251, is the sum of **One Thousand Two hundred Seventy-one and 72/100th Dollars (\$1,271.72)**, which includes (taxes, penalties & interest \$899.07; plus deed tax \$1.65; deed issuance fee \$25.00; recording fee \$46.00; application fee \$300.00)

That permission to repurchase said land is hereby requested for the reasons stated as follows:

Taxes were mistakenly not paid & this is my home where I live

This applicant offers to pay upon such repurchase not less than one-tenth of the aggregate sum of said delinquent taxes and assessments together with penalties and costs, with interest at the rate fixed by law for the respective years computed to the date of repurchase from the time such taxes and assessments became delinquent, and also the sum of taxes and assessments with penalties and costs, with interest at the rate fixed by law for the respective years to the date of repurchase from the time such taxes and assessments would have been delinquent that would have been levied and assessed against such parcel between the date of forfeiture and the date of repurchase, all due and to be computed as set out in the Minnesota Statutes, Section 282.251, and to pay the remaining portion of repurchase price in ten equal annual installments, with the privilege of paying the unpaid balance in full at any time with interest at four percent per annum on the balance remaining unpaid each year.

Dated 2-23, 2024

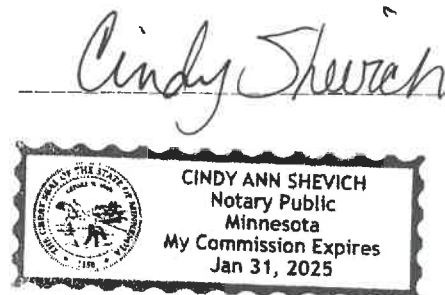
John Cline
John Cline

State of Minnesota }ss
County of Itasca

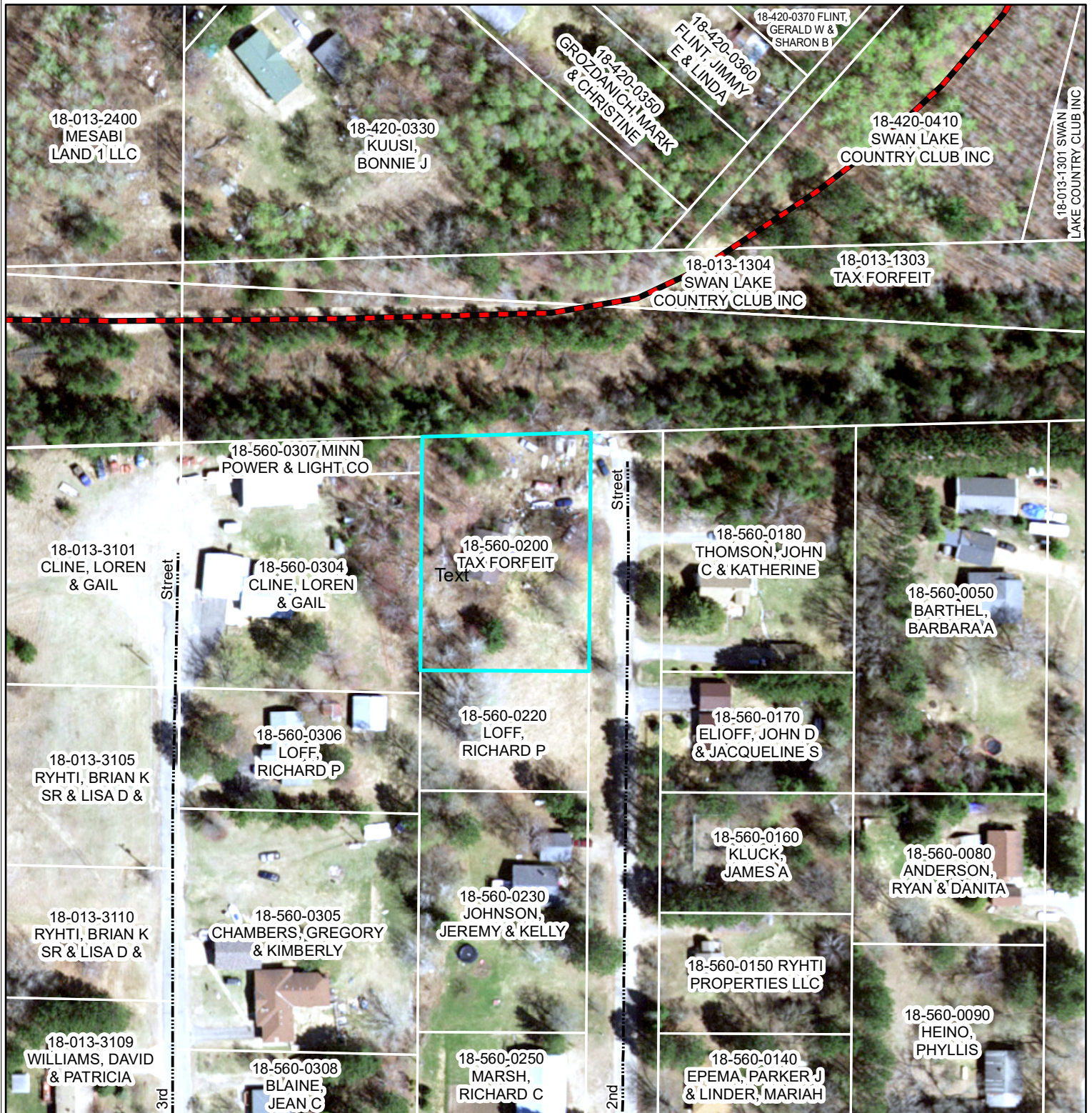
John Cline, being duly sworn, deposes and says: that they are the applicants and petitioners in the forgoing petition; that they have read said petition and knows the contents thereof; that the same is true of their own knowledge save as to the matters therein stated on information and belief and as to those matters they believe it to be true.

Subscribed and sworn to before me this

23 day of February, 2024



Repurchase of Parcel #18-560-0200
Lots 20-21, Second Add to Swan Lake



The Data is provided "as is" without warranty or any representation of accuracy, timeliness or completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the requester. The County makes no warranties, express or implied, as to the use of the Data. There are no implied warranties of merchantability or fitness for a particular purpose. The requester acknowledges and accepts the limitations of the Data, including the fact that the Data is dynamic and is in a constant state of maintenance, correction and update.



0 25 50 100
Feet