



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, May 28, 2024

2:30 PM

Itasca County Boardroom

FINAL

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: Approve the agenda, as presented.

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

1. Approve the minutes of the Tuesday, May 21, 2024 County Board Work Session.

V. CONSENT AGENDA

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

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

1. Approve an LG214 Premises Permit Application, as requested by Grand Rapids Amateur Hockey Association, for gambling at Blackberry Junction located at 25306 Dove Lane, Grand Rapids, MN 55744.
2. Approve tobacco license for new owner Ron Gangl who now operates Ron's Korner, Inc located at 7896 Highway 169, Bovey, MN 55709.

3. Approve On Sale Liquor and Sunday Sales licenses for Blackberry Junction LLC located at 25306 Dove Lane, Grand Rapids, MN 55784.
4. Schedule a Public Hearing Re: Off Sale Intoxicating Liquor License for Blackberry Junction LLC located at 25306 Dove Lane, Grand Rapids, MN 55744 on Tuesday, June 18th, 2024 County Board Work Session, which begins at 2:30 p.m.
5. Authorize Public Health to apply for the Youth Suicide Prevention Learning Collaborative Grant.
6. Authorize out of state travel to Orlando, Florida for Travis Schultz to attend Honeywell Users Group (HUG) Training.
7. Adopt the Resolution Re: Support for a Big Fork River Watershed One Watershed, One Plan which supports applying for a Mn Board of Water and Soil Resources (BSWR) grant.
8. Adopt the Resolution Re: Support for a Little Fork River Watershed One Watershed, One Plan which supports applying for a Mn Board of Water and Soil Resources (BWSR) grant.
9. Approve the agreement with Goodland Township to include a township bituminous project in a county highway construction contract and authorize the necessary signatures.
10. Approve utility easement for construction, maintenance and operation of an underground electric line over and across tax-forfeited trust lands in Section 34, Township 56, Range 25 and authorize necessary signatures.

VI. REGULAR AGENDA

1. Citizen Input

Katie Benes provided citizen input regarding a recent American Rescue Plan (ARP) request submitted by Boys & Girls Club.

Katie Jarva, on behalf of Rae Florek, provided citizen input to address concerns regarding a County Attorney applicant.

2. Recognition of County Employees

The following employees were recognized:

Farewell to Lisa Arnold, whose last day as Social Worker HSBS with the HHS Department will be May 30, 2024, after 11+ years of service.

Welcome to new employee, Bay Zuehlke, Sheriff's Deputy/Road Deputy with the Sheriff's Department, which was effective May 20, 2024.

Welcome to new employee, Jennifer Lund, Human Resources Specialist with the Human Resources Department, which was effective May 20, 2024.

Congratulations to Chris Rima-Carlson who accepted a job change from Administrative Support, Records Department to Records Deputy I, Sheriff's Department, effective today, May 28, 2024.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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3. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of May 31, 2024, in the amount of \$2,424,384.60.

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

4. ICHHS Warrants

Motion To: Approve the Itasca County Health and Human Services (ICHHS) Department Warrants for May 2024, in the amount of \$1,325,536.56.

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

5. Calumet Reclamation Corporation Presentation

Jim Bougalis provided a presentation regarding Calumet Reclamation Corporation, a mining project in Calumet.

RESULT: **INFORMATIONAL - NO ACTION TAKEN**

6. Public Hearing Re: Off Sale Liquor License for Cut Foot Sioux Resort LLC

Motion To: Open the Public Hearing Re: Off Sale Intoxicating Liquor License for Cut Foot Sioux Resort LLC located at 44394 State Highway 46, Deer River, MN.

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

Motion To: Close the above public hearing.

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

Motion To: Approve the issuance of an Off Sale Liquor License for Cut Foot Sioux Resort LLC located at 44394 State Highway 46, Deer River, MN.

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

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

IMCare Controller Matt Alstad provided a County Based Purchasing (IMCare) Division Update, including information regarding the current financial picture of IMCare.

RESULT: **INFORMATIONAL - NO ACTION TAKEN**

8. Bridge Bonding Agreement for SP 031-661-012 – CSAH 61 Bridge Replacement

Motion To: Adopt the Resolution Re: Agreement to State Transportation Fund (Bridge Bonds) Grant Terms and Conditions for SP 031-661-012, which authorizes entering into MnDOT Agreement No. 1056237 for Bridge Funding.

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

9. 2024 Campground Host Agreements

Motion To: Approve 2024 Campground Host Agreements for Bass Lake Park and Fairground Park Campgrounds, and authorize necessary signatures.

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

10. Public Hearing Re: Park and Recreation Commission Constitution

Motion To: Open the Public Hearing Re: Changes to the Park and Recreation Commission Constitution.

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

Motion To: Close the above public hearing.

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

Motion To: Approve the changes to the Park and Recreation Commission Constitution relative to Article IV, Commission Members and authorize necessary signatures.

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

11. 2025 Safe Road Zone Grant Program

Motion To: Approve and authorize signatures necessary to execute the 2025 Safe Road Zone Grant Program agreement between the State of Minnesota (DPS) and the Itasca County Sheriff's Office.

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

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

Motion To: Approve the American Rescue Plan (ARP) request, in the amount of \$35,000, from Goodland Township for a Community Center Road and Parking Lot Resurfacing project.

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

13. American Rescue Plan (ARP) Request – Goodland Township

Motion To: Approve the American Rescue Plan (ARP) request, in the amount of \$35,000, from Goodland Township for a Goodland Volunteer Fire Department Safety project.

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

14. American Rescue Plan (ARP) Request – Township of Balsam

Motion To: Approve the American Rescue Plan (ARP) request, in the amount of \$35,000, from the Township of Balsam for a Parking Lot and Tennis Court project.

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

15. American Rescue Plan (ARP) Request – Lone Pine Township

Motion To: Approve the American Rescue Plan (ARP) request, in the amount of \$10,000, from Lone Pine Township for a Replacement Greenway Fire Department Fire Truck.

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

16. Interim County Attorney Appointment

Motion To: Proceed to negotiations with the top candidate, J. Austad.

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

VII. COMMISSIONER COMMENTS

Commissioner Ives reported on his plans to attend various upcoming township meetings regarding American Rescue Plan (ARP) funds and provided comments regarding the recent discovery of manganese in the town of Emily.

Commissioner Snyder reported on his attendance at recent Itasca Economic Development Corporation (IEDC) and Bigfork Lions Club meetings, various Memorial Day services, and a recent meeting with the MPCA Commissioner regarding permitting and economics. Commissioner Snyder also provided comments regarding the upcoming budget process and labor negotiations.

Commissioner Smith reported on his attendance at a recent Mississippi Headwaters Board (MHB) meeting and provided comments regarding the coordination of a town hall meeting between the City of Squaw Lake and Mesabi Metallics.

Commissioner Venema reported on his attendance at a recent Grand Village Board meeting, as well as the Keetac Ribbon Cutting event.

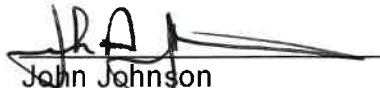
Commissioner Johnson reported on his attendance at a recent Grand Village Board meeting, as well as the Upper Midwest Employment Law Conference. Commissioner Johnson also provided comment regarding plans for an upcoming Commissioner workshop, appreciation for use of American Rescue Plan (ARP) funds being invested in public safety and infrastructure projects, and acknowledged the recent passing of retired Sheriff Bob Serich.

VIII. CLOSED SESSIONS

IX. ADJOURN

Chair Johnson adjourned the meeting at 4:02 PM.

ATTEST


John Johnson
Chair of the County Board


Brett Skyles
Clerk of the County Board



May 28, 2024

Chair:

PULL: None

ADDITIONS: None

CHANGES: None

INFORMATIONAL:

1. Item #6.9 – Additional Information



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, May 21, 2024

2:30 PM

Itasca County Boardroom

DRAFT

WORK SESSION MINUTES

I. CALL TO ORDER

Vice-Chair Venema 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	Absent	
Burl Ives	District #4	Present	2:30 PM
Casey Venema	District #5	Present	2:30 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Add Item #6.11 (Letter of Understanding with AFSCME, Local 1452) and approve the agenda, as amended.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes, as delineated below.

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

1. Approve the minutes of the Tuesday, May 14, 2024 County Board Regular Session.

V. RECOMMENDED FOR CONSENT AGENDA

1. Authorize Public Health to apply for the Youth Suicide Prevention Learning Collaborative Grant.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/28/2024 2:30 PM
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2. Authorize out of state travel to Orlanda, Florida for Travis Schultz to attend Honeywell Users Group (HUG) Training.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/28/2024 2:30 PM
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3. Approve utility easement for construction, maintenance and operation of an underground electric line over and across tax-forfeited trust lands in Section 34, Township 56, Range 25 and authorize necessary signatures.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/28/2024 2:30 PM
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VI. DISCUSSION / INFORMATIONAL

1. Citizen Input

No citizen input provided.

2. Legislative Conference Call

A Legislative Conference Call was provided by Itasca County Lobbyist Shane Zahrt.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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3. Goodland Township Agreement

Assistant County Engineer Ryan Sutherland provided information regarding the request to approve the agreement with Goodland Township to include a township bituminous project in a county highway construction contract.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/28/2024 2:30 PM
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4. Dust Control Application and Procedures

Motion To: Approve the revised Dust Control Application and Procedures Form, make it a departmental procedure, and remove it from the County Policy Book.

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

5. Annual Update by ARDC and MnDOT

Bryan Anderson and Alex Peritz of the Minnesota Department of Transportation (MnDOT) and Beverly Sidlo-Tolliver of the Arrowhead Regional Development Corporation (ARDC) provided an annual update on Federal Aid Highway Projects, including the Area Transportation Improvement Plan (ATIP), in Itasca County.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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6. Extension Impact Report

University of Minnesota Extension representatives Keri Cavitt, Eli Sagor, and Jan Derdowski provided an Extension Impact Report, including information regarding the five key program areas of Environment, Food & Agriculture, Communities, Families, and Youth Development (4-H).

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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7. Updated Letter of Support – General Waste Certificate of Need Request

Motion To: Approve an updated letter of support for the General Waste Keewatin Landfill Certificate of Need request.

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

8. Resolution to Support a Big Fork River Watershed Management Plan (1W1P)
District Manager/Water Plan Coordinator Andy Arens provided information regarding the request to adopt the Resolution Re: Support for a Big Fork River Watershed One Watershed, One Plan which supports applying for a Mn Board of Water and Soil Resources (BSWR) grant.
RESULT: RECOMMENDED FOR CONSENT NEXT: 05/28/2024 2:30 PM
9. Resolution to Support a Little Fork River Watershed Management Plan (1W1P)
District Manager/Water Plan Coordinator Andy Arens provided information regarding the request to adopt the Resolution Re: Support for a Little Fork River Watershed One Watershed, One Plan which supports applying for a Mn Board of Water and Soil Resources (BSWR) grant.
RESULT: RECOMMENDED FOR CONSENT NEXT: 05/28/2024 2:30 PM
10. American Rescue Plan (ARP) Request – Post 476 & Post 301 American Legion
Motion To: Approve the American Rescue Plan (ARP) request, in the amount of \$10,000, from Post 476 & Post 301 American Legion.
RESULT: APPROVED (4 TO 0)
MOVER: Commissioner Cory Smith
SECONDER: Commissioner Terry Snyder
AYES: Cory Smith, Terry Snyder, Burl Ives, Casey Venema
ABSENT: John Johnson
11. Letter of Understanding with AFSCME, Local 1452
Motion To: Approve the Letter of Understanding between Itasca County and AFSCME, Local 1452.
RESULT: APPROVED (4 TO 0)
MOVER: Commissioner Burl Ives
SECONDER: Commissioner Cory Smith
AYES: Cory Smith, Terry Snyder, Burl Ives, Casey Venema
ABSENT: John Johnson

VII. COMMITTEE REPORTS**VIII. ADMINISTRATOR UPDATE****IX. COMMISSIONER COMMENTS****X. CLOSED SESSIONS****XI. ADJOURN**

Vice-Chair Venema adjourned the meeting at 4:10 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, May 28, 2024

REQUEST FOR BOARD ACTION: RBA-2024-245

DEPARTMENT: Auditor / Treasurer

TIME REQUESTED: < 5 Minutes

PRESENTER: Austin Rohling

AGENDA ITEM:

Gambling Permit

BOARD ACTION REQUESTED:

Approve an LG214 Premises Permit Application, as requested by Grand Rapids Amateur Hockey Association, for gambling at Blackberry Junction located at 25306 Dove Lane, Grand Rapids, MN 55744.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. SKM_C65824052308100

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 28, 2024

REQUEST FOR BOARD ACTION: RBA-2024-246

DEPARTMENT: Auditor / Treasurer

TIME REQUESTED: < 5 Minutes

PRESENTER: Austin Rohling

AGENDA ITEM:

New Tobacco License

BOARD ACTION REQUESTED:

Approve tobacco license for new owner Ron Gangl who now operates Ron's Korner, Inc located at 7896 Highway 169, Bovey, MN 55709.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 28, 2024

REQUEST FOR BOARD ACTION: RBA-2024-248

DEPARTMENT: Auditor / Treasurer

TIME REQUESTED: < 5 Minutes

PRESENTER: Austin Rohling

AGENDA ITEM:

On Sale Liquor and Sunday Sales Licenses for Blackberry Junction LLC

BOARD ACTION REQUESTED:

Approve On Sale Liquor and Sunday Sales licenses for Blackberry Junction LLC located at 25306 Dove Lane, Grand Rapids, MN 55784.

BACKGROUND:

Business location was previously operated as Blackberry Bar & Grill. New owners are Kris & James Manetas.

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION:

1. Township Approval

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

ITASCA COUNTY
TOWNSHIP RESOLUTION
FOR ON-SALE & OFF-SALE INTOXICATING LIQUOR LICENSE

The Township Supervisors of BLACKBERRY Township, Itasca County,

Minnesota, at a meeting held on the 20 day of MAY, do

hereby adopt a Resolution approving/consenting the application of

KRIS MANETAS to sell
(Licensee Name)

ON-SALE & OFF-SALE INTOXICATING LIQUOR at the establishment known as,

BLACKBERRY JUNCTION LLC
(Business Name)

Chairman Signature:  Date: 5-20-2024

Clerk Signature:  Date: 5/20/2024



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 28, 2024

REQUEST FOR BOARD ACTION: RBA-2024-250

DEPARTMENT: Auditor / Treasurer

TIME REQUESTED: 5 Minutes

PRESENTER: Austin Rohling

AGENDA ITEM:

Schedule a Public Hearing for Off-Sale Liquor License

BOARD ACTION REQUESTED:

Schedule a Public Hearing Re: Off Sale Intoxicating Liquor License for Blackberry Junction LLC located at 25306 Dove Lane, Grand Rapids, MN 55744 on Tuesday, June 18th, 2024 County Board Work Session, which begins at 2:30 p.m.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Township Approval

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

ITASCA COUNTY
TOWNSHIP RESOLUTION
FOR ON-SALE & OFF-SALE INTOXICATING LIQUOR LICENSE

The Township Supervisors of BLACKBERRY Township, Itasca County,

Minnesota, at a meeting held on the 20 day of MAY, do

hereby adopt a Resolution approving/consenting the application of

KRIS MANETAS to sell
(Licensee Name)

ON-SALE & OFF-SALE INTOXICATING LIQUOR at the establishment known as,

BLACKBERRY JUNCTION LLC
(Business Name)

Chairman Signature: [Signature] Date: 5-20-2024

Clerk Signature: [Signature] Date: 5/20/2024



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 28, 2024

REQUEST FOR BOARD ACTION: RBA-2024-226

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Naesa Myers

AGENDA ITEM:

Application for Youth Suicide Prevention Learning Collaborative Grant

BOARD ACTION REQUESTED:

Authorize Public Health to apply for the Youth Suicide Prevention Learning Collaborative Grant.

BACKGROUND:

This grant will work to address the concern of suicide in Itasca County, led by Public Health in coordination with a core team of community members. This grant does not require county funds.

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION:

1. youthsuaapplication
2. Letter of Commitment SIGNED

05/21/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/28/2024 2:30 PM
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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

Attachment A: Grant Application

YOUTH SUICIDE PREVENTION LEARNING COLLABORATIVE GRANT

Includes Narrative Questions, Work Plan, Budget Summary, and Detailed Budget

The Minnesota Department of Health (MDH) is soliciting proposals for a lead organization to participate in a monthly learning collaborative to prepare and assist grantees and their community partners to develop effective systems for identifying and responding to youth 10-24 years with a potential mental health concern or suicide risk. MDH is seeking grant proposals for the grant period September 1, 2024-August 31, 2026.

Please provide the following information below.

Organization Name:

Mailing Address:

Primary Contact Name:

Phone:

Email:

CEO/Director/Administrator Name:

Phone:

Email:

Grant goals

This grant will provide foundation skills through monthly learning collaborative sessions to prepare communities to learn how to implement and coordinate a community wide effort to:

- Align local referral resources for mental health, mobile crisis, and the 988 Suicide and Crisis Lifeline.
- Work collaboratively with formal and informal support systems to implement best practices, to improve suicide risk identification among youth ages 10-24.
- Promote timely follow-up care for individuals experiencing a suicidal crisis.
- Increase knowledge of how to identify, support, and help those who are experiencing mental health challenges or who are having suicidal ideations.

Grant outcomes will include:

- Community co-leads will convene meetings with the full core team to facilitate ongoing information sharing and discussion.
- Community organizations making up the core team will complete a community assessment at the outset of the cohort evaluating current practices for identifying, referring, and supporting youth at potential risk of suicide. A second community assessment will be completed at the end of the cohort evaluating progress.
- Community core team will assess current local supports and resources creating a community resource map.
- Community core team will utilize community assessment results with information gained in the learning collaborative sessions to collaborate, create, and finalize protocols for a mental health referral pathway to care documented in a format that can be distributed in the community.
- Create a suicide prevention training plan to build community member competence, confidence, and skills to identify, refer and connect youth needed supports through the referral pathway.
 - Applicants will partner with MDH to report any trainings, outreach, and activities within the defined community.

Instructions (Application guidance for preparing your projective narrative responses, work plan, and budget)

Please use Attachment C: Application Scoring Criteria Scorecard as a guide to prepare your application. This will help ensure that all components are included in your proposal. The following are the scores and weights in which applications will be evaluated based on the following criteria:

- Section 1: Organizational Capacity: 10 points
- Section 2: Project Narrative and Work plan: 10 Points
- Section 3: Equity: 5 Points
- Section 4: Budget: 5 Points

Youth Suicide Prevention Learning Collaborative Grant application:

- Section 1: Organizational Capacity (250-word limit)
- Section 2: Project Narrative and Work plan (1,000-word limit, does not include Work plan. Work plan may be submitted as a separate attachment)
- Section 3: Equity (250-word limit)

- Section 4: Budget Summary, Detail and Justification (Form A attachment)

Parameters: one-inch margins, size 12 font, single-spaced are required. Tables and charts may be 10-inch font, single-spaced.

Eligible activity

Youth Suicide Prevention Learning Collaborative Grant – Participate in two-year learning cohort to implement and coordinate a community mental health referral pathway to care.

Section 1: Organizational capacity (10 Points)

1. Briefly describe the applicant organizations commitment to participate in monthly learning collaborative sessions to implement and coordinate a suicide prevention community mental health referral pathway to care.
 - Describe your current staff capacity to convene a core team of individuals.
 - Share an example of how the applicant organization has collaborated with external organizations or agencies. The example can include either an on-going relationship or a specific project.

Section 2: Project narrative and work plan (10 Points)

1. It is a requirement of this grant that the priority population be youth ages 10-24. Please share information about the priority population, youth 10-24, that you plan to serve.
2. Describe the geographic area(s) in which the project activities will take place. Describe how these areas were selected and what data was used for the analysis.
 - a) Include qualitative or quantitative data to demonstrate the need in the selected geographic area, focusing on mental health and suicidal experiences.
 - b) Describe any disparities or inequities of youth aged 10-24 that you uncovered from your data.
3. Describe the plan to engage a multi-sector core team to implement and coordinate community pathway to care for youth at risk of suicide. Specifically, how will you engage youth-serving organizations, educational systems, local, state, and tribal government, healthcare, behavioral health, mobile crisis response, faith based and cultural communities, civic/volunteer groups, community members including individuals with lived-experiences.
4. A sample year one work plan can be found in **Attachment A: Form C**. Please complete this work plan utilizing the sample, and make changes, if necessary. If changes to the work plan are made, please provide an overview along with justification for the changes.

Section 3: Equity (5 Points)

ATTACHMENT A: APPLICATION FORM

1. Describe how the applicant organization will ensure that the community core team will reflect the demographics of the community.
2. If a core team is already established that will be used to move this project forward, does the membership of that group reflect the community? If not, what steps would you take to ensure the membership is reflective of the community?
 - a. Describe how you will engage the priority population, youth aged 10-24 within the work and demonstrate how the workplan will ensure inclusiveness of the priority population.

Section 4: Budget summary and budget detail and justification (5 Points)

Complete the following form:

1. **Attachment A, Form A** - Two-year budget summary based on the total grant request for all eligible activities applied for.
2. **Attachment A, Form B** - The budget detail and justification are for the first year (year one) of the grant period.

Attachment A: Form A – two-year budget summary

Applicants are required to submit a two-year budget summary based on the total grant request amount for all eligible activities applied. This will be followed by the first-year detailed budget that includes year one of the grant period for all eligible activities. In the table below, remove the dollar sign in column two of each row and fill in the appropriate dollar amount requested.

Grant application information

Organization Name:	Click or tap here to enter text.
Budget Period:	September 1, 2024 – August 31, 2026
Annual Award Amount:	\$ Enter dollar amount
Budget Contact Name:	Click or tap here to enter text.
Title:	Click or tap here to enter text.
Email:	Click or tap here to enter text.
Phone:	Click or tap here to enter text.

Budget summary (2-year grant budget summary)

Budget by Line Item	September 1, 2024 – August 31, 2026
Salaries and Fringe	\$ Enter dollar amount
Contractual Services	\$ Enter dollar amount
Travel Expenses	\$ Enter dollar amount
Supplies and Expenses	\$ Enter dollar amount
Subtotal	\$ Enter dollar amount

ATTACHMENT A: APPLICATION FORM

Administrative Costs	\$ Enter dollar amount
GRANT FUNDS TOTAL	\$ Enter dollar amount

Attachment A: Form B -year one budget detail and justification

Instructions: Applicants are required to submit a year one budget. The budget detail and justification should include all anticipated expenses in the first year of the grant period. Each budget category should be completed. If you do not anticipate expenses in one or more budget categories, please list the total amount as \$0.00. Awarded grant recipients will be required to submit an annual budget.

Grant application information

Organization Name:	Click or tap here to enter text.
Budget Period:	September 1, 2024 – August 31, 2026
Annual Award Amount:	\$Enter dollar amount
Budget Contact Name:	Click or tap here to enter text.
Title:	Click or tap here to enter text.
Email:	Click or tap here to enter text.
Phone:	Click or tap here to enter text.

For MDH use only

Revision #:	Click or tap here to enter text.
--------------------	----------------------------------

Salary and fringe

For each funded position, list the title, position justification including expected rate of pay, full-time equivalent, and fringe percent. Additional rows can be added or deleted, if needed.

Position	Position Justification	FTE	Fringe %	Total (dollars)
Position Title	Click or tap here to enter text.	FTE	Fringe	\$ Enter amount
Position Title	Click or tap here to enter text.	FTE	Fringe	\$ Enter amount
Position Title	Click or tap here to enter text.	FTE	Fringe	\$ Enter amount
Position Title	Click or tap here to enter text.	FTE	Fringe	\$ Enter amount
Annual Salary and Fringe Total:				\$ Enter Amount

Contractual services

List the services you expect to contract out, the contractor's or consultant's name, whether the contractor is non-profit or for-profit, the length of time the services will be provided and the total amount you expect to pay. Supplies and travel should be included, if applicable. Itemize equipment rented or leased for the project. Additional rows can be added or deleted, if needed.

Contractor	Description of Service	Total (dollars)
------------	------------------------	-----------------

ATTACHMENT A: APPLICATION FORM

Contractor	Click or tap here to enter text.	\$ Enter amount
Contractor	Click or tap here to enter text.	\$ Enter amount
Contractor	Click or tap here to enter text.	\$ Enter amount
Contractor	Click or tap here to enter text.	\$ Enter amount
Annual Contractual Services Total:		\$ Enter Amount

Travel

Explain your expected instate travel costs, including mileage, hotel, and meals. If program staff will travel, itemize the costs, frequency, and the nature of the travel. Please add \$200 for annual grantee conference. Additional rows can be added or deleted, as needed.

Description of Travel	Total (dollars)
Click or tap here to enter text.	\$ Enter amount
Click or tap here to enter text.	\$ Enter amount
Click or tap here to enter text.	\$ Enter amount
Click or tap here to enter text.	\$ Enter amount
Annual Travel Total:	\$ Enter Amount
Annual Travel Total:	\$ Enter Amount

Supplies and expenses

Briefly explain the expected costs for items and services you will purchase to run your program. Include telephone expenses that are part of your proposal. Estimate postage if it is part of the project. List any printing and copying costs necessary for the project (other than occasional copying on an office copy machine). List office and program supplies and expendable equipment such as training materials, curriculum, and software. Generally, supplies include items that are consumed during the course of the project, equipment and items such as additional rent for program space, participant transportation, participant training and other direct costs as needed. Additional rows can be added or deleted, if needed.

Description of Supplies and Expenses	Total (dollars)
Click or tap here to enter text.	\$ Enter amount
Click or tap here to enter text.	\$ Enter amount
Click or tap here to enter text.	\$ Enter amount
Click or tap here to enter text.	\$ Enter amount
Click or tap here to enter text.	\$ Enter amount
Click or tap here to enter text.	\$ Enter amount
	\$ Enter amount
Annual Travel Total:	\$ Enter Amount

ATTACHMENT A: APPLICATION FORM

Subtotal

Enter the subtotal of expenses from all budget categories.

Salary and Fringe:	\$ Enter Amount
Contractual Services:	\$ Enter Amount
Travel:	\$ Enter Amount
Supplies and Expenses:	\$ Enter Amount
Subtotal:	\$ Enter Amount

Administrative costs

Administrative costs are defined as “costs that represent the expenses of doing business that are not easily identified with a particular grant, contract, project, function or activity but are necessary for the general operation of the organization and the conduct of activities it performs.” Examples of such expenses include accounting, administrative, and costs to operate and maintain facilities, not to exceed 10% of overall budget, unless you have an approved federal rate that is higher. Explain in just a sentence or two how you arrived at this percentage or how the calculations were derived.

Administrative Cost:	\$ Enter Amount
-----------------------------	-----------------

Award funds total

Subtotal:	\$ Enter Amount
Administrative Cost:	\$ Enter Amount
Grant Total: (Subtotal + Administrative Cost)	\$ Enter Amount

Minnesota Department of Health
 Suicide Prevention Unit
 625 Robert St. N
 PO Box 64975
 St. Paul, MN 55164-0975
 651-201-5400
health.suicideprev.mdh@state.mn.us
www.health.state.mn.us

4/23/2024

To obtain this information in a different format, call: 651-201-5400



ITASCA COUNTY HEALTH AND HUMAN SERVICES ITASCA RESOURCE CENTER

1209 S.E. 2nd Ave., Grand Rapids, Minnesota 55744-3983

Hearing Impaired Number TDD: 218-327-5549

218-327-2941

Visit us at: www.co.itasca.mn.us

May 21, 2024

Minnesota Department of Health
PO Box 64882
St. Paul, MN 55164

To whom it may concern,

I'm writing this letter of commitment in regard to Itasca County's response to the Minnesota Department of Health's Youth Suicide Prevention Learning Collaborative Grant.

Suicide is a huge issue in Itasca County, where the rate of death by suicide is unfortunately one of the highest in Minnesota. While our rate of youth suicide is not as high as it is among our general population, it still causes tremendous strain and hardship within our rural areas and communities.

Based on the problem of youth suicide in Itasca County and the urgent need to systemically address it, our board voted today to enthusiastically support the coordination of a core team. This core team will be comprised of diverse community members and will be led by two co-leads, both of whom will be based within Itasca County Health and Human Services.

We thank you for providing funds to strengthen youth suicide prevention across the state and urge you to please fund our proposal.

Sincerely,

John Johnson
Board Chair and Commissioner, District 3
Itasca County Board of Commissioners



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 28, 2024

REQUEST FOR BOARD ACTION: RBA-2024-236

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Eric Villeneuve

AGENDA ITEM:

Outstate Travel Request

BOARD ACTION REQUESTED:

Authorize out of state travel to Orlando, Florida for Travis Schultz to attend Honeywell Users Group (HUG) Training.

BACKGROUND:

The HUG (Honeywell Users Group) training will provide opportunities to connect with industry leaders, get technical insights and hands-on training. Lodging is included with the conference, transportation and meals will be paid from the IRC building fund.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. HUG_6-Reasons_IG
2. HUG-Agenda_0324
3. Outstate Travel Request Travis Schultz

05/21/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/28/2024 2:30 PM
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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

SIX REASONS TO ATTEND HUG 2024

HUG is a three-day symposium developed for customers. The annual event brings together an array of industry leaders, to share information, ideas, and experiences with peers from all over the world.

HUG provides the opportunity to dive deep into strategies for enhancing sustainability, operational efficiency and life safety in your buildings. HUG 2024 provides the best opportunity for you to learn from experts, network with peers and Honeywell executives and exchange best practices and insights.

Not convinced? Here are just six of the many reasons you should attend HUG in 2024.



**ARCHITECT
YOUR
BUILDING'S
FUTURE**

Loews Portofino Bay Hotel at Universal, Orlando, FL
June 10-12, 2024

HONEYWELL USERS GROUP 2024

June 10-12, 2024

Loews Portofino Bay Hotel at Universal
Orlando, FL

AGENDA-AT-A-GLANCE

MONDAY JUNE 10

1:00 – 5:00 p.m.
Registration Open

2:00 – 5:00 p.m.
**Technical Training
(Optional)**

4:30 – 5:00 p.m.
**HUG Orientation
(Optional)**

5:00 – 7:00 p.m.
**Connected Innovation
Center Opening**

7:00 – 9:00 p.m.
Welcome Dinner

TUESDAY JUNE 11

7:00 – 8:30 a.m.
Breakfast

8:30 – 10:30 a.m.
General Session

10:30 – 11:00 a.m.
Morning Break

11:00 a.m. – 1:00 p.m.
Breakout Sessions

1:00 – 2:00 p.m.
Lunch

2:00 – 4:00 p.m.
Breakout Sessions

4:00 – 6:00 p.m.
**Cocktails in Connected
Innovation Center**

6:30 – 9:30 p.m.
Gala Dinner

WEDNESDAY JUNE 12

7:00 – 8:30 a.m.
Breakfast

8:30 – 10:30 a.m.
General Session

10:30 – 11:00 a.m.
Morning Break

11:00 a.m. – 1:00 p.m.
Breakout Sessions

1:00 – 2:00 p.m.
Lunch

2:00 – 5:00 p.m.
**Honeywell Technical Sessions
Technical Training (Optional)**

5:30 – 7:00 p.m.
Hosted Cocktail Hour (Optional)

**ARCHITECT
YOUR
BUILDING'S
FUTURE**

Honeywell

**ITASCA COUNTY
TRAVEL VERIFICATION FORM**

Note: Pursuant to Itasca County Reimbursement Of Expense policy permission must be secured from the County Board before an employee travels outside of the State of Minnesota on County business; the Travel Verification Form Worksheet (complete this form first) must be attached.

NAME: TRAVIS SCHULTZ **DATE:** MAY 16, 2024

DESTINATION:

ORLANDO, FLORIDA

DEPARTURE

DATE: JUNE 10, 2024

RETURN

DATE: JUNE 15, 2024

ACTUAL MEETING

DATE: JUNE 10-12, 2024

MODE OF TRAVEL: AIR

REASON FOR TRAVEL:

ATTEND HONEYWELL USERS GROUP 2024 TRAINING TO CONNECT WITH INDUSTRY LEADERS,
GET TECHNICAL INSIGHTS, AND HANDS-ON TRAINING.

ESTIMATED COST: (These figures are transferred from the attached Verification Form Worksheet)

Transportation \$ 341.98

Lodging \$ INCLUDED IN CONFERENCE

Meals \$ 54.00

Registration \$ INCLUDED IN CONFERENCE **Estimated Total** \$ 395.98

ON WHAT DATE WILL YOUR REPORT BE READY FOR THE COUNTY BOARD?



Employee Signature

 5/16/24

Approved by Supervisor/Date

I:\USERS\CHR\wpdata\Itcopol new\reimbur.doc



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 28, 2024

REQUEST FOR BOARD ACTION: RBA-2024-238

DEPARTMENT: Environmental Services

TIME REQUESTED: 5 Minutes

PRESENTER: Andy Arens

AGENDA ITEM:

Resolution to Support a Big Fork River Watershed Management Plan (1W1P)

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Support for a Big Fork River Watershed One Watershed, One Plan which supports applying for a Mn Board of Water and Soil Resources (BSWR) grant.

BACKGROUND:

The grant will assist with working alongside Koochiching County partners in developing a comprehensive watershed management plan (1W1P) for the Big Fork River watershed.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. 2024_1W1P_Status_Map

05/21/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/28/2024 2:30 PM
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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 28, 2024

RESOLUTION 2024-28

RE: SUPPORT FOR A BIG FORK RIVER WATERSHED ONE WATERSHED, ONE PLAN

WHEREAS, the Minnesota Board of Soil and Water Resources has developed policies for coordination and development of comprehensive watershed management plans, also known as One Watershed, One Plan, consistent with Minnesota Statutes, Chapter 103B.801, Comprehensive Watershed Management Planning Program; and

WHEREAS, Minnesota Statutes, Chapter 103B.301, Comprehensive Local Water Management Act, authorizes Minnesota Counties to develop and implement a local water management plan; and

WHEREAS, Minnesota Statutes, Chapter 103C.331, subdivision 11, Comprehensive Plan, authorizes Minnesota Soil and Water Conservation Districts to develop and implement a comprehensive plan; and

WHEREAS, the counties and soil and water conservation districts within the Big Fork River Watershed (Hydrologic Unit Code 09030006), as delineated in the attached One Watershed, One Plan Suggested Boundary Map, have interest in developing a comprehensive watershed management plan for this area.

NOW THEREFORE BE IT RESOLVED, that Itasca County recognizes and supports watershed-scale planning efforts consistent with Minnesota Statutes, Chapter 103B.801, also known as One Watershed, One Plan; and

BE IT FURTHER RESOLVED that Itasca County welcomes the opportunity to collaborate with the counties and soil and water conservation districts within the Big Fork River Watershed for watershed-scale planning and implementation efforts in the future; and

BE IT FURTHER RESOLVED that Itasca County supports an application to the Board of Water and Soil Resources for a planning grant to develop a comprehensive watershed management plan and anticipates entering into a Memorandum of Agreement with the counties and soil and water conservation districts, within the Big Fork River Watershed, to collaborate on this effort, pending selection as a recipient of a planning grant.

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

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

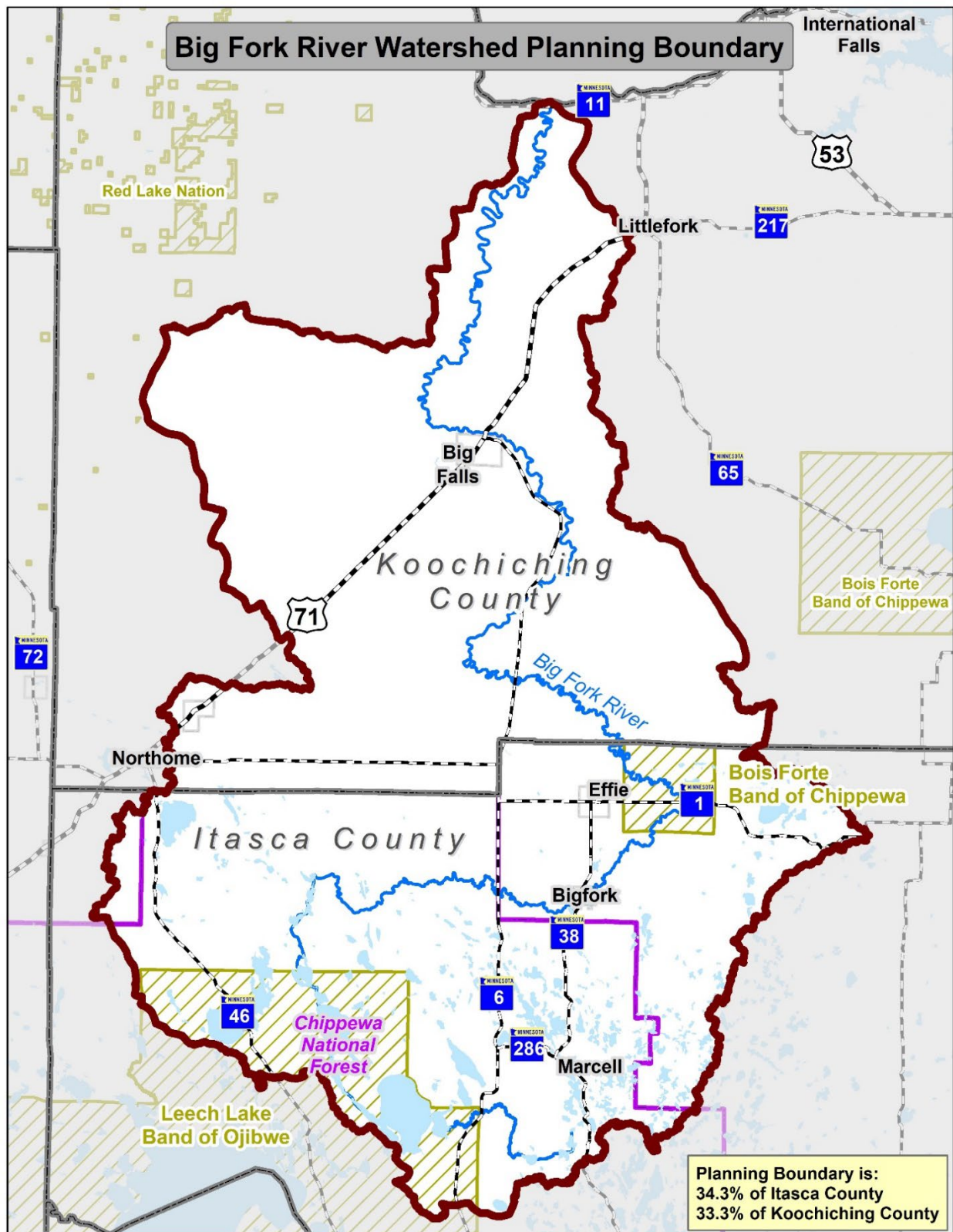
I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 28th day of May A.D. 2024 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 28th day of May A.D. 2024.

A handwritten signature in black ink, appearing to read "Brett Skyles", is written over a horizontal line.

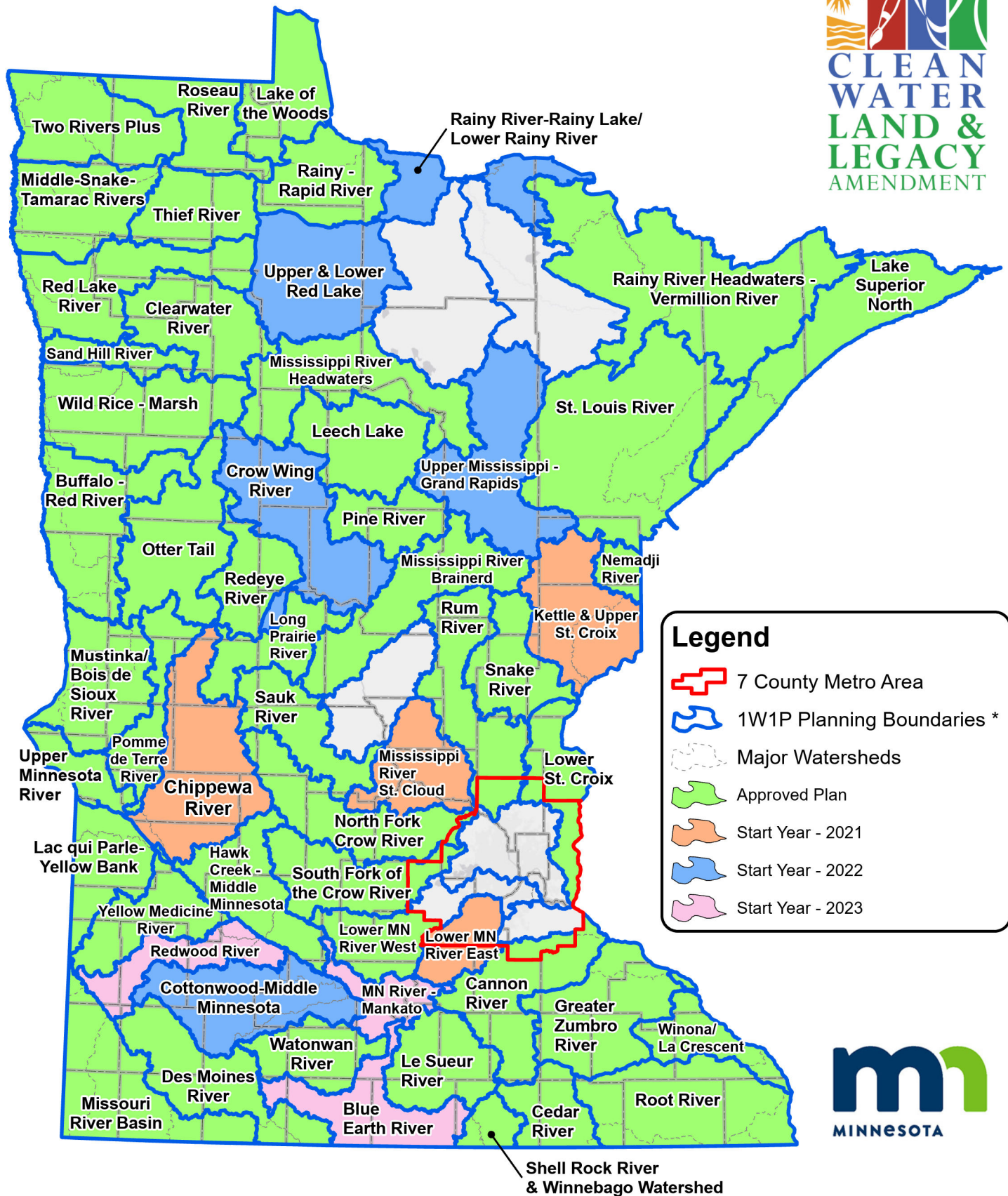
Administrator

Big Fork River Watershed Planning Boundary Hydrologic Unit Code (09030006)



One Watershed, One Plan

Participating Watersheds



Legend

- 7 County Metro Area
- 1W1P Planning Boundaries *
- Major Watersheds
- Approved Plan
- Start Year - 2021
- Start Year - 2022
- Start Year - 2023





**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 28, 2024

REQUEST FOR BOARD ACTION: RBA-2024-239

DEPARTMENT: Environmental Services

TIME REQUESTED: 5 Minutes

PRESENTER: Andy Arens

AGENDA ITEM:

Resolution to Support a Little Fork River Watershed Management Plan (1W1P)

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Support for a Little Fork River Watershed One Watershed, One Plan which supports applying for a Mn Board of Water and Soil Resources (BWSR) grant.

BACKGROUND:

The grant will assist with working alongside Koochiching and St Louis County partners in developing a comprehensive watershed management plan (1W1P) for the Little Fork River watershed.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. 2024_1W1P_Status_Map

05/21/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/28/2024 2:30 PM
----------------	--------------------------------	---------------------------------

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 28, 2024

RESOLUTION 2024-29

RE: SUPPORT FOR A LITTLE FORK RIVER WATERSHED ONE WATERSHED, ONE PLAN

WHEREAS, the Minnesota Board of Soil and Water Resources has developed policies for coordination and development of comprehensive watershed management plans, also known as One Watershed, One Plan, consistent with Minnesota Statutes, Chapter 103B.801, Comprehensive Watershed Management Planning Program; and

WHEREAS, Minnesota Statutes, Chapter 103B.301, Comprehensive Local Water Management Act, authorizes Minnesota Counties to develop and implement a local water management plan; and

WHEREAS, Minnesota Statutes, Chapter 103C.331, subdivision 11, Comprehensive Plan, authorizes Minnesota Soil and Water Conservation Districts to develop and implement a comprehensive plan; and

WHEREAS, the counties and soil and water conservation districts within the Little Fork River Watershed (Hydrologic Unit Code 09030005), as delineated in the attached One Watershed, One Plan Suggested Boundary Map, have interest in developing a comprehensive watershed management plan for this area.

NOW THEREFORE BE IT RESOLVED, that Itasca County recognizes and supports watershed-scale planning efforts consistent with Minnesota Statutes, Chapter 103B.801, also known as One Watershed, One Plan; and

BE IT FURTHER RESOLVED that Itasca County welcomes the opportunity to collaborate with the counties and soil and water conservation districts within the Little Fork River Watershed for watershed-scale planning and implementation efforts in the future; and

BE IT FURTHER RESOLVED that Itasca County supports an application to the Board of Water and Soil Resources for a planning grant to develop a comprehensive watershed management plan and anticipates entering into a Memorandum of Agreement with the counties and soil and water conservation districts, within the Little Fork River Watershed, to collaborate on this effort, pending selection as a recipient of a planning grant.

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

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

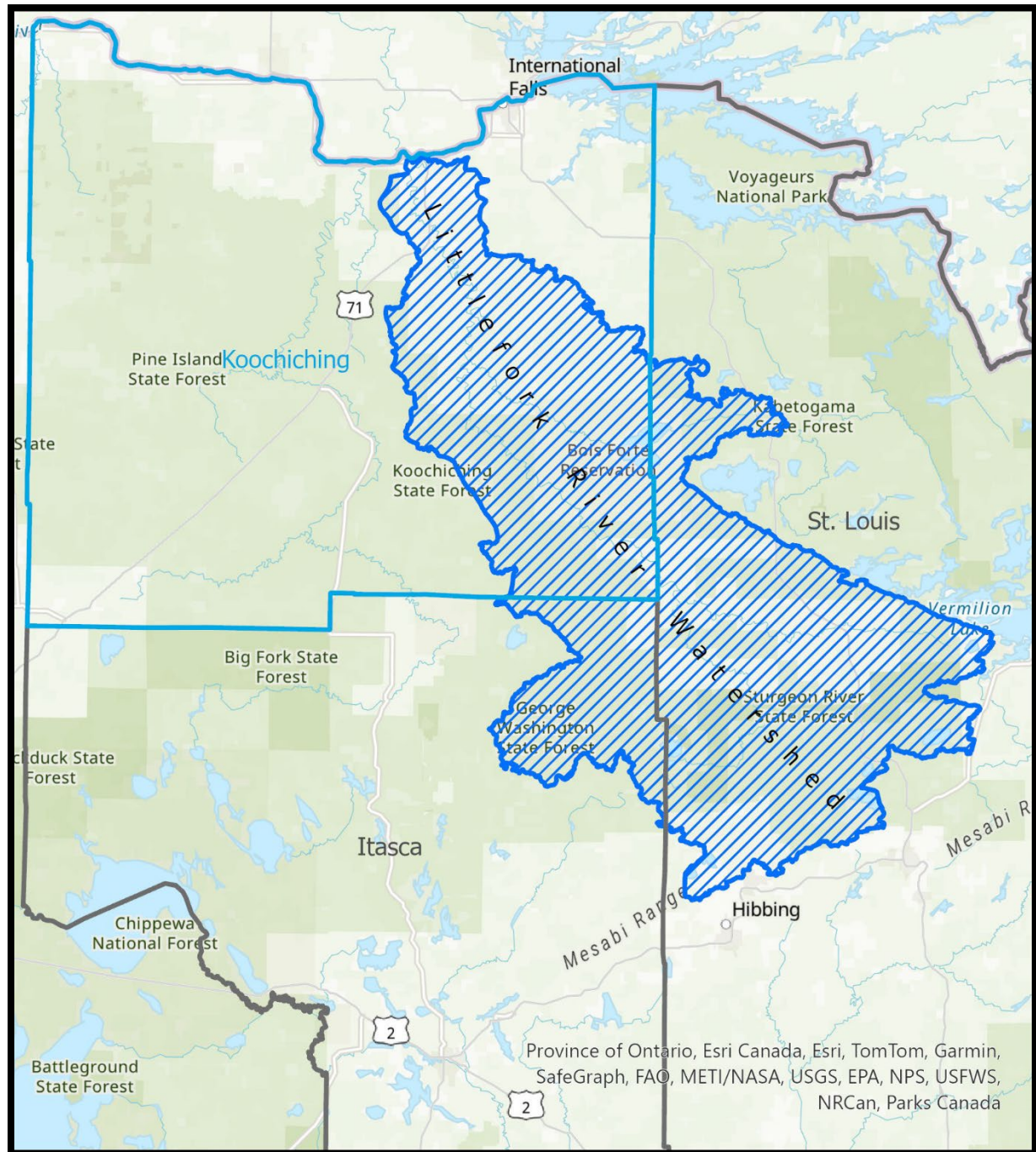
I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 28th day of May A.D. 2024 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 28th day of May A.D. 2024.

A handwritten signature in dark ink, appearing to read "Brett Skyles", is written above a horizontal line.

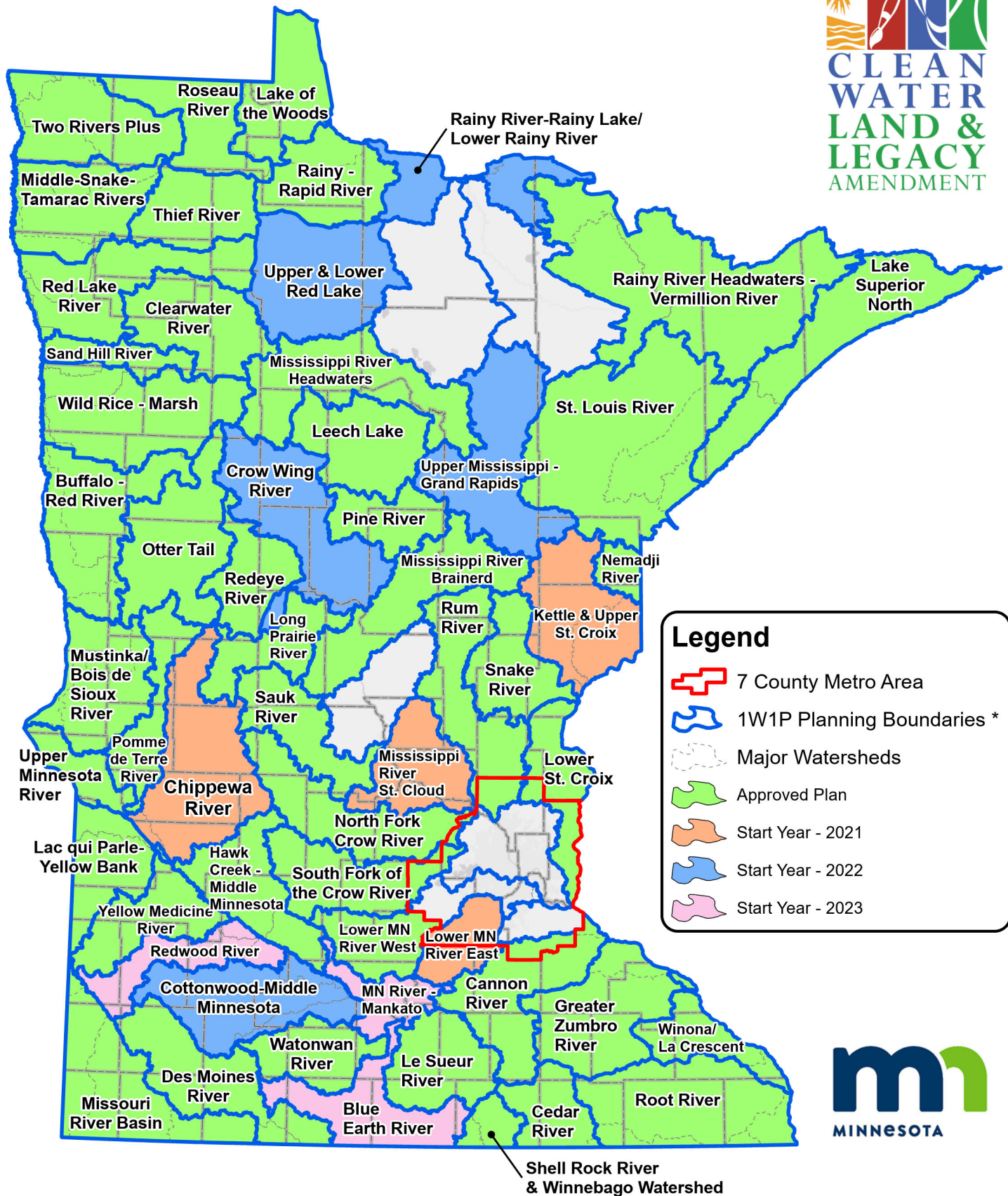
Administrator

Little Fork River Watershed Planning Boundary Hydrologic Unit Code (09030005)



One Watershed, One Plan

Participating Watersheds



Legend

- 7 County Metro Area
- 1W1P Planning Boundaries *
- Major Watersheds
- Approved Plan
- Start Year - 2021
- Start Year - 2022
- Start Year - 2023





**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 28, 2024

REQUEST FOR BOARD ACTION: RBA-2024-233

DEPARTMENT: Transportation
PRESENTER: Ryan Sutherland

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Goodland Township Agreement

BOARD ACTION REQUESTED:

Approve the agreement with Goodland Township to include a township bituminous project in a county highway construction contract and authorize the necessary signatures.

BACKGROUND:

The Goodland Township bituminous project will be added to Bituminous Contract 63512 that was awarded to Hawkinson Construction May 7, 2024. The township project was included in Contract 63512 bidding documents as Add Alternate #1 but was not included in the May 7th award because Goodland Township did not approve the work until a May 14, 2024 township meeting.

County Board action is requested at the 5/21/2024 work session.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Township Agreement

05/21/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/28/2024 2:30 PM
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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

**TOWN ROAD
CONSTRUCTION, IMPROVEMENT AND MAINTENANCE CONTRACT**

I. This Agreement is made and entered into by the Township of Goodland, hereafter Township, and the County of Itasca in accordance with the authority conferred by Minnesota Statute 164.03, Subdivision 2.

II. DEFINITIONS:

1. “Work, Services and Material”: Refers to all materials, supplies, equipment, and labor, together with professional, technical and administrative assistance necessary for the construction, engineering and completion of a project.
2. Project: Refers to construction, improvement and/or maintenance of a Town Road, as duly authorized by the electors of the Town Board and as duly directed by the Town Board, and as duly consented to by the County Board.

III. TOWNSHIP DUTES:

1. The Township agrees that the County shall provide the work, services, and materials necessary to complete the projects listed in Exhibit A as designated by the Township’s Board.
2. The Township covenants that it is authorized by its electors to appropriate money to the County for the work, services and materials necessary for completion of the project(s).
3. The Township approves the specifications for the work, services, and materials for the project(s).
4. The Township agrees to pay for all work, services, and materials, including engineering services for the project(s) in accordance with the following:
 - A. The balance of the actual cost shall be paid to the Itasca County Treasurer within 30 days of the submission of an itemized statement by the County to the Township Clerk.
5. The Township agrees that the County Highway Engineer or his/her designee shall decide all questions arising as to the quality and acceptability of the work performed, the interpretation of the plans and specifications, the measurement and control of quantities and the amount of deductions or adjustments to be made in payments for work performed.
6. The Township shall defend, indemnify and save harmless the County of Itasca and its officers and employees from all suits, action, claims, damages, costs, losses and expenses, including reasonable attorney fees in any manner arising out of or connected with the work, services and materials provided by the County, its officers and employees and any alleged omission on the part of the County, its officers and employees arising as a consequence of the work, services and materials provided by the County hereunder.
7. The Township covenants that the project site(s) is a Town Road which is subject to the jurisdiction and authority of the Township under Chapter 164.01 et seq. or other applicable law.

IV. COUNTY DUTIES:

1. The County shall provide the work, services and material necessary for the project.
2. The County shall commence physical work at the project site on May 23, 2024, or as soon thereafter as directed by the County Highway Engineer in his/her exclusive discretion.

3. The County shall keep and maintain records of the costs incurred and expended for the work, services and materials necessary for the project. Said records shall be available to the Township for inspection and reproduction. The County shall prepare an itemized statement of said costs and the same shall be submitted to the Township Clerk.

4. The County Highway Engineer or his/her designee shall decide all questions arising as to the work, services, and materials, together with the method and manner of furnishing thereof, necessary for the completion of the project(s).

V. OTHER CONSIDERATIONS:

1. SEVERABILITY: The provisions of the Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or other phrase of this Agreement is, for any reason, held to be contrary to the law or contrary to any rule or regulation have the force and effect of law, such decision shall not affect the remaining provisions of the Agreement.

2. ENTIRE AGREEMENT: It is understood and agreed that the entire Agreement of the Parties is contained herein, and that this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof, as well as any previous Agreement presently in effect between the Parties relating to the subject matter hereof.

3. CANCELLATION: This Agreement may be cancelled by the County or the Township, with or without cause, to be effective upon sixty (60) days written notice provided to the other Party.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed intending to be bound thereby.

TOWNSHIP OF GOOLAND

COUNTY OF ITASCA

By: _____
Chairman of Town Board

By: _____
Chairman of County Board

By: _____
Clerk of Town Board

By: _____
Clerk of County Board

Date: _____

Date: _____

THE FORMAT OF THIS AGREEMENT WAS DRAFTED BY THE OFFICE OF THE ITASCA COUNTY ATTORNEY

EXHIBIT A

DATE: May 15, 2024

TOWNSHIP OF GOODLAND

BITUMINOUS PROJECTS FOR THE YEAR: 2024, TO BE INCLUDED IN ITASCA COUNTY'S 2024 BITUMINOUS PROJECTS CONTRACT. PROJECT LIMITS ARE SHOWN ON THE ATTACHED MAP.

Signatures: _____
Township Chairman

Date

Township Clerk

Date

Road Number or Name

Project Length

Community Center Road (E/W Portion)

625 feet

Community Center Road (S Portion)

290 feet

Community Center Parking Lot

Bid Total: \$64,040.00

Certified Copy of Resolution of Township Board of Goodland Township, Itasca County, Minnesota.

Adopted _____

Clerk _____ Moved the adoption of the following resolution number: _____

RESOLUTION TO CERTIFY TOWN ROADS FOR IMPROVEMENTS

WHEREAS: Minnesota Statute 164.03, Subd. 2, Authorizes the County to perform work on Township Roads as designated by the Town Board, and

WHEREAS: The County has indicated a willingness to enter into an Agreement providing said assistance for the Township.

NOW, THEREFORE, BE IT RESOLVED: That the Town Board hereby certifies that it is in compliance with M.S. 164.03, Subd. 2, and that the roads designated for work, as indicated on the attached sheet(s), are officially designated Town Roads.

Supervisor _____ seconded the motion for the adoption of the resolution and it was declared adopted upon the following vote: Ayes: _____ Nays: _____

STATE OF MINNESOTA,
County of Itasca,
Township of _____

I, _____ Chairman of Goodland Township, County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the day of _____, 2024, and that the same is true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE AT _____ Minnesota,
this day of _____, 2024.

Township Chairman

By _____ Clerk



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 28, 2024

REQUEST FOR BOARD ACTION: RBA-2024-229

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Cindy Shevich

AGENDA ITEM:

Utility Easement for Lake Country Power on Tax-Forfeited Trust Land

BOARD ACTION REQUESTED:

Approve utility easement for construction, maintenance and operation of an underground electric line over and across tax-forfeited trust lands in Section 34, Township 56, Range 25 and authorize necessary signatures.

BACKGROUND:

This easement is for construction of an underground electric line to benefit an adjacent land owner.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Easement 34-56-25 SW NW

05/21/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/28/2024 2:30 PM
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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

ITASCA COUNTY UTILITY EASEMENT

This easement is granted this ____ day of _____, 2024, by Itasca County on behalf of the State of Minnesota in trust for the taxing districts, hereinafter referred to as the Grantor, to Lake Country Power, hereinafter referred to as the Grantee. The address of the Grantee for purposes of any notification required herein shall be 26039 Bear Ridge Drive, Cohasset, MN 55721.

RECITALS

1. This easement is granted pursuant to the provisions of Minnesota Statutes Section 282.04, Subd. 4, which authorizes the County Auditor to grant easements upon unsold, tax-forfeited lands.
2. The Grantee desires to obtain an easement for underground electric power line purposes and the Grantor desires to grant such an easement upon the property below described.
3. The Itasca County Board of Commissioners, by Board Action dated the _____ day of _____, 2024, have prescribed the terms set forth below.

NOW, THEREFORE, in consideration of the premises and terms hereinafter set forth, the Grantor hereby grants unto the Grantee its heirs, successors and assigns, until terminated as hereinafter provided, full right and authority to enter at any time upon, across and under a strip of land 18 feet in width on the parcels hereinafter described, and from time to time to erect, maintain, repair, upgrade, rebuild, relocate, operate and patrol power lines, including the right to erect poles and other power line structures, wires, cables, pipes and any necessary appurtenances, the right to clear said strip and keep it clear from brush, trees, buildings and fire hazards and the right to remove dangerous trees, if any, located beyond the limits of said strip.

TERMS

I.

The 18 foot wide right-of-way easement for utility purposes lies over, under and across part of the Southwest Quarter of the Northwest Quarter, Section 34, Township 56 North, Range 25 West of the Fourth Principal Meridian, Itasca County, Minnesota, the centerline of said easement is further described as follows:

Commencing at the southwest corner of said Southwest Quarter of the Northwest Quarter; thence North 89 degrees 39 minutes 55 seconds East, assigned bearing, along the south line of said Southwest Quarter of the Northwest Quarter a distance of 285.46 feet to the point of beginning of the centerline to be described; thence North 33 degrees 06 minutes 56 seconds East a distance of 58.23 feet; thence North 46 degrees 10 minutes 23 seconds East a distance of 43.46 feet; thence North 89 degrees 57 minutes 44 seconds East a distance of 144.26 feet; thence North 58 degrees 23 minutes 44 seconds East a distance of 43.80 feet; thence North 40 degrees 21 minutes 26 seconds East a distance of 111.41 feet; thence North 45 degrees 57 minutes 04 seconds East a distance of 66.75 feet; thence North 69 degrees 25 minutes 40 seconds East a distance of 155.60 feet; thence North 55 degrees 37 minutes 43 seconds East a distance of 60.25 feet; thence North 37 degrees 59 minutes 04 seconds East a distance of 35.68 feet; thence North 16 degrees 33 minutes 30 seconds East a distance of 61.10 feet; thence North 28 degrees 28 minutes 30 seconds East a distance of 71.41 feet; thence North 33 degrees 28 minutes 10 seconds East a distance of 212.68 feet; thence North 19 degrees 25 minutes 25 seconds East a distance of 143.17 feet; thence North 16 degrees 51 minutes 29 seconds East a distance of 384.15 feet; thence North 40 degrees 52 minutes 24 seconds East a distance of 47.64 feet; thence North 57 degrees 27 minutes 29 seconds East a distance of 174.50 feet more or less to the east line of said Southwest Quarter of the Northwest Quarter and there terminating.

The side lines of said easement are to be shortened or prolonged to terminate at the south and east lines of said Southwest Quarter of the Northwest Quarter. SEE ATTACHED SURVEY

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

II.

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

III.

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

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

IV.

The Grantee shall comply with all laws, regulations and municipal ordinances affecting said lands, Grantee's activities upon said lands or the area in which they are situated. The Grantee shall keep said strip in a neat and orderly condition and shall remove all refuse and debris that may accumulate as a result of Grantee's or the Grantee's Contractor's use thereof. Nothing herein shall require the Grantee to remove refuse and debris unlawfully deposited by a third party. The Grantee shall take all reasonable precautions to prevent and suppress forest fires. The Grantee shall compensate the Grantor for any damages resulting from the improper use of said strip by the Grantee or damages to adjoining lands in gaining access thereto or egress therefrom.

V.

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

VI.

Nothing herein shall alter, limit, modify or restrict the authority of the County to sell or lease tax forfeited lands by law conferred. Any such sale or lease shall be subject to this easement and all rights granted by this easement shall be excepted from the conveyance or lease of the land and be reserved, and which may be canceled by the County Board in the same manner and for the same reason as it could have been canceled before sale or lease and in that case the rights granted thereby shall vest in the state in trust as the land on which it was granted was held before sale or lease.

The Grantor shall consult with the Grantee herein prior to the granting of any easements or permits over the property which is the subject of this easement if such easement or permit would substantially conflict with the rights of the Grantee herein.

VII.

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

VIII.

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

and enjoyment of the surface rights of said easement and the Grantor shall waive any future fees for the granting of this easement.

IX.

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

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

X.

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

XI

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

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

loss by reason of failure of said GRANTEE to perform fully, in any respect, all obligations under this Easement.

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

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

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

b.	Automobile Liability - Combined single limit each occurrence for bodily injury and property damage covering owned, non-owned and hired automobiles	<u>Limits</u> \$1,500,000
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c.	Workers' Compensation and Employer's Liability:	Statutory Limits
	If the Contractor is based outside the State of Minnesota, coverage must apply to Minnesota laws	

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

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

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

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

1. List Itasca County as Certificate holder and as an additional insured with respect to operations covered under the contract for all liability coverages except Workers' Compensation and Employer's Liability and Professional Liability, if applicable; and,
2. Be amended to show that Itasca County will receive thirty (30) days written notice in the event of cancellation, non-renewal or material change in any described policies.

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

a. Workers' Compensation: (Statutory Limits)

Employer's Liability Insurance:

	<u>Limits</u>
1. Bodily Injury by Accident, each accident	\$500,000
2. Bodily Injury by Disease, policy limit	\$500,000
3. Bodily Injury by Disease, each employee	\$500,000

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

b. Commercial General and Automobile Liability Insurance:

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

Coverages above shall also include:

Premises - Operations

Contractual Liability (including oral and written contracts)

Explosion, Collapse, Underground Property Damage (XCU)

2. Automobile Liability including Hired Car and Employers Non-Ownership Liability:
Combined Bodily Injury and Property Damage:
Each Occurrence Limit \$1,500,000

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

- D. **GRANTEE further agrees the minimum requirements set forth above shall at all times be in an amount at least equal to the maximum liability of ITASCA COUNTY under Minn. Stat. 466.04 now or as said statute is hereafter amended or as otherwise required by law, statute or rule.**
- E. In addition to any other rights contained herein ITASCA COUNTY reserves the right to terminate, suspend or rescind this easement if the GRANTEE is not in compliance with the requirements contained herein and retains all its rights thereafter to pursue any legal remedies against GRANTEE. All insurance policies shall be open to inspection by ITASCA COUNTY upon written request.
- F. The provisions of this section shall survive the termination of this easement in the event the Grantee has not removed all of the personal property the Grantee had placed upon or under the surface of the premises and the Grantor has not exercised its right to remove the property.

XII.

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

XIII.

Additional construction and maintenance specifications:

- A. Right-of-way construction, maintenance and associated activities must be confined to the stated right-of-way. Grantor agrees to grant temporary easements as are reasonably necessary for the purposes of construction and maintenance. No damage or improvements to access roads and other areas may be done outside of the right-of-way without permission from the Land Commissioner. The Land Commissioner must be notified before motor vehicles are used off traveled roadways or on vehicle restricted County trails, or before heavy equipment is moved across this easement or County lands not described herein. Prior approval and notification is not required during emergencies. However, the Land Commissioner must be notified within five (5) days of such use, damage or improvement to permit timely assessment of the extent of damage, if any, and to ensure proper reparations and repairs.
- B. All timber, slash, rocks and similar debris left on County land must be disposed of in a manner acceptable to the Land Commissioner.
- C. Organic soil material and mineral soil must be left in place on the right-of-way unless approved by the Land Commissioner.
- D. On utilities whose presence is not readily visible on the ground surface, such as on underground service lines with narrow, unmaintained right-of-ways, the utility line location must be signed at all angle points and at other locations as needed so that the distance between signs does not exceed 5 chains or 330 feet.
- E. Upon completion of the right-of-way construction and utility installation, the Grantee shall restore the right-of-way to an environmentally sound condition. This may include, but is not limited to, eliminating any erosion problems and re-establishing stable vegetative cover as acceptable to the Land Commissioner.
- F. Construction and maintenance of the utility easement and system will be performed by the Grantee without any cost to the Grantor.
- G. Grantee must mark all survey markers within the easement prior to right of way construction and maintenance. Grantee shall restore at Grantee's expense all survey markers damaged by Grantee or Grantee's contractors.

XIV

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

IN TESTIMONY WHEREOF, the County Auditor of the County of Itasca, State of Minnesota,
has affixed his hand and seal this day of , 2024.

COUNTY OF ITASCA
STATE OF MINNESOTA

by _____
Itasca County Auditor/Treasurer

State of Minnesota)
) ss
 County of Itasca)

On this _____ day of _____, 2024, before me, a notary within and for said County, personally appeared Austin Rohling, County Auditor of said County, to me personally known to be the person who executed the foregoing instrument on behalf of said County and acknowledged that he executed the same in his official capacity as his free act and deed pursuant to statutes in such case made and provided and pursuant to authority of the Itasca County Board of Commissioners.

(Notary Seal)

Notary Public

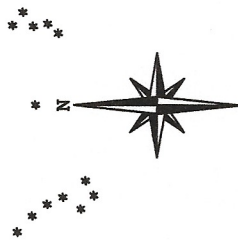
Drafted by: Cindy Shevich, Real Estate Specialist
Itasca County Land Department
1177 LaPrairie Ave
Grand Rapids, MN 55744

EASEMENT DESCRIPTION EXHIBIT

For Jeanine Phillips
Across The Southwest Quarter of the Northwest Quarter,
Section 34, Township 56 North, Range 25 West,
Itasca County, Minnesota

Proposed Easement Description:
An 18 foot wide easement for utility purposes, over, under and across part of the Southwest Quarter of the Northwest Quarter, Section 34, Township 56 North, Range 25 West of the Fourth Principal Meridian, Itasca County, Minnesota, the centerline of said easement is further described as follows:
Commencing at the southwest corner of said Southwest Quarter of the Northwest Quarter; thence North 89 degrees 39 minutes 55 seconds East, assigned bearing, along the south line of said Southwest Quarter of the Northwest Quarter a distance of 285.46 feet to the point of beginning of the centerline to be described; thence North 33 degrees 06 minutes 56 seconds East a distance of 58.23 feet; thence North 46 degrees 10 minutes 23 seconds East a distance of 43.46 feet; thence North 58 degrees 23 minutes 44 seconds East a distance of 144.26 feet; thence North 58 degrees 23 minutes 44 seconds East a distance of 43.80 feet; thence North 40 degrees 21 minutes 26 seconds East a distance of 111.41 feet; thence North 45 degrees 57 minutes 04 seconds East a distance of 66.75 feet; thence North 69 degrees 25 minutes 04 seconds East a distance of 155.60 feet; thence North 55 degrees 37 minutes 43 seconds East a distance of 60.25 feet; thence North 37 degrees 59 minutes 04 seconds East a distance of 35.68 feet; thence North 16 degrees 33 minutes 30 seconds East a distance of 61.10 feet; thence North 16 degrees 33 minutes 30 seconds East a distance of 212.68 feet; thence North 33 degrees 28 minutes 10 seconds East a distance of 71.41 feet; thence North 28 degrees 30 minutes 30 seconds East a distance of 71.41 feet; thence North 19 degrees 25 minutes 25 seconds East a distance of 143.17 feet; thence North 16 degrees 51 minutes 29 seconds East a distance of 384.15 feet; thence North 57 degrees 27 minutes 29 seconds East a distance of 174.50 feet; thence North 57 degrees 27 minutes 29 seconds East a distance of 1181.29 feet to the east line of said Southwest Quarter of the Northwest Quarter and there terminating.

The side lines of said easement are to be shortened or prolonged to terminate at the south and east lines of said Southwest Quarter of the Northwest Quarter.



Bearings are based on
GND, Northings, and
Southings, NAD83 (2011)

NORTHERN LIGHTS
SURVEYING
SERVICES
1205 E US HWY 169
Grand Rapids, MN 55744
Phone: (218) 326-5325
grandrapids@survey.com

PREPARED FOR:

Jeanine Phillips

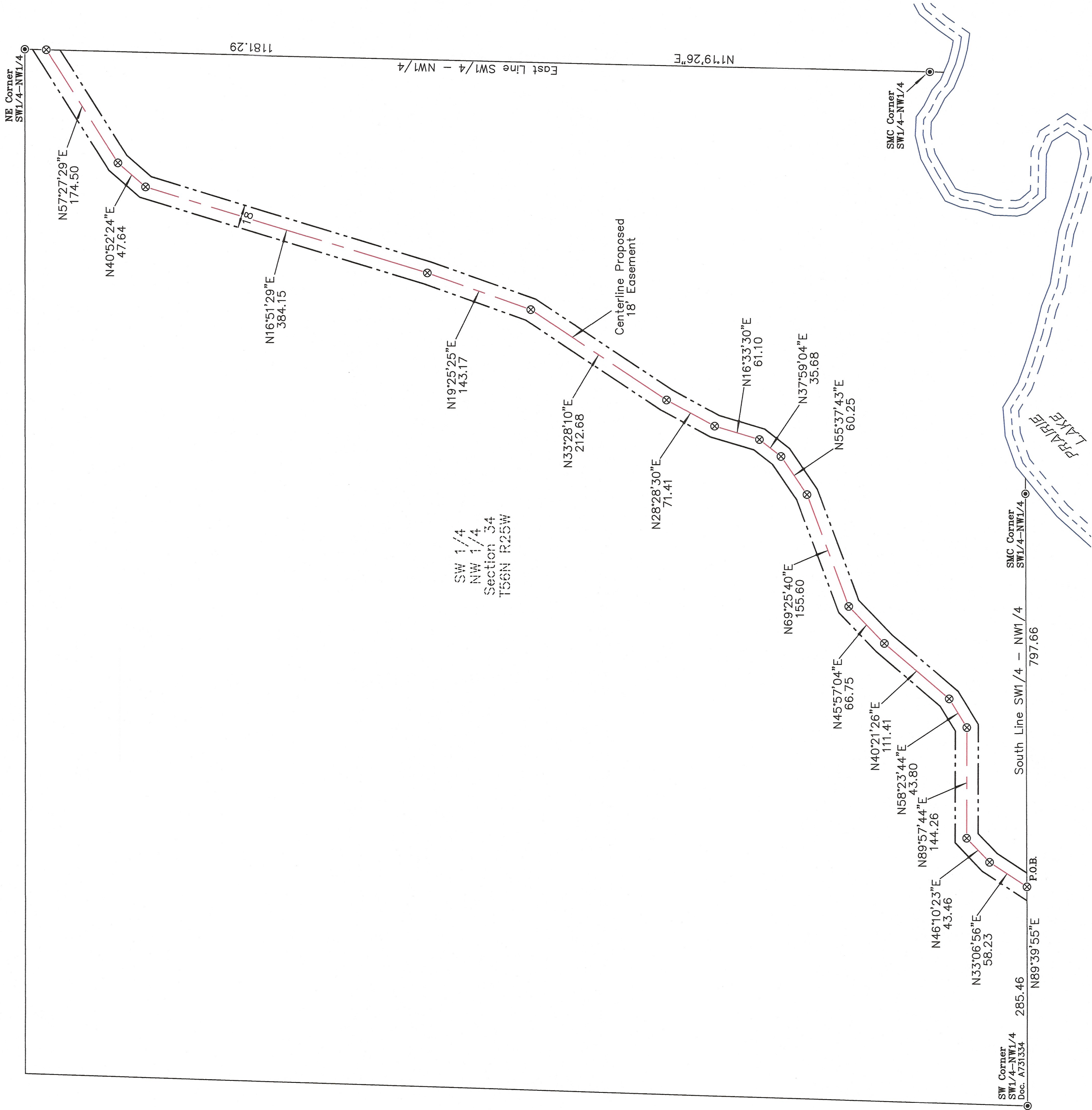
SECTION: 34
TOWNSHIP: 56 NORTH
RANGE: 25 WEST
COUNTY: Itasca

DATE: 5-18-2024
DRAWN BY: AT
JOB NO: GREN24-059
DRAWING NO: UPDATE

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Chris Mattila

Date: 5-12-24 License No. 51766





**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 28, 2024

REQUEST FOR BOARD ACTION: RBA-2024-85

DEPARTMENT: Administrative Services

TIME REQUESTED: 10 Minutes

PRESENTER: Chair

AGENDA ITEM:

Citizen Input

BOARD ACTION REQUESTED:

Receive Citizen Input

BACKGROUND:

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

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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

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

Tuesday, May 28, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3552

DEPARTMENT: Human Resources

TIME REQUESTED: < 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Recognition of County Employees

BOARD ACTION REQUESTED:

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

BACKGROUND:

Farewell to Lisa Arnold, whose last day as Social Worker HSBS with the HHS Department will be May 30, 2024, after 11+ years of service.

Welcome to new employee, Bay Zuehlke, Sheriff's Deputy/Road Deputy with the Sheriff's Department, which was effective May 20, 2024.

Welcome to new employee, Jennifer Lund, Human Resources Specialist with the Human Resources Department, which was effective May 20, 2024.

Congratulations to Chris Rima-Carlson who accepted a job change from Administrative Support, Records Department to Records Deputy I, Sheriff's Department, effective today, May 28, 2024.

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, May 28, 2024

REQUEST FOR BOARD ACTION: RBA-2024-117

DEPARTMENT: Auditor / Treasurer

TIME REQUESTED: < 5 Minutes

PRESENTER: Gail Guck

AGENDA ITEM:

Commissioner Warrants

BOARD ACTION REQUESTED:

Approve Commissioner Warrants with a check date of May 31, 2024, in the amount of \$2,424,384.60.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 28, 2024

REQUEST FOR BOARD ACTION: RBA-2024-134

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Christine Krebs

AGENDA ITEM:

ICHHS Warrants

BOARD ACTION REQUESTED:

Approve the Itasca County Health and Human Services (ICHHS) Department Warrants for May 2024, in the amount of \$1,325,536.56.

BACKGROUND:

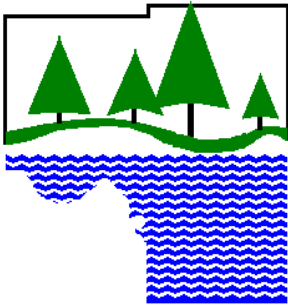
N/A

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. ICHHS May 2024 Board Report

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



ITASCA COUNTY HEALTH AND HUMAN SERVICES
ITASCA RESOURCE CENTER

1209 SE 2nd Avenue, Grand Rapids, MN 55744

Hearing Impaired Number TDD: 218-327-5549

218-327-2941

Visit us at : www.co.itasca.mn.us

May 2024

Income Maint/Admin Payments	\$ 228,066.75
Social Services - Waivers	\$ 10,229.48
Social Services - Non-Waivers	\$ 546,441.94
Foster Care/Out of Home/FamilySupport	\$ 499,374.53
Relative Custody/Preventive Placement Costs/Incidentals	\$ 30,447.49
Public Health	\$ 10,001.33
Community Health Board	\$ 975.04
Total	\$ 1,325,536.56

Note : The above is a general description of payments made during the month indicated and is not intended to be a detailed itemization. The Community Health Board does not affect the Health & Human Services budget or levy.

May 2024
Out of Home Placement Breakdown

Foster Care/Out-of-Home/Family Support Comparison					
	Actual 2024	Actual 2023	Actual 2022	Actual 2021 (COVID Yr)	Actual 2020
January	358,655.03	481,711.66	433,150.76	375,450.87	459,792.92
February	392,553.96	553,117.21	348,631.48	276,036.33	591,619.05
March	406,513.25	549,963.91	390,198.68	470,336.10	503,054.15
April	490,023.47	519,051.04	552,814.60	327,746.28	447,083.94
May	499,374.53	438,535.58	487,698.28	435,540.15	533,038.47
June		563,762.89	585,853.92	453,742.31	382,221.73
July		429,881.33	400,212.87	295,647.79	361,553.69
August		482,732.73	484,467.08	406,809.83	324,126.58
September		397,517.32	499,454.00	351,501.34	388,223.65
October		445,148.34	596,946.77	253,884.89	482,584.01
November		510,070.44	361,433.79	424,163.31	397,425.90
December		383,715.02	510,726.16	280,089.95	351,799.88
Total	2,147,120.24	5,755,207.47	5,651,588.39	4,350,949.15	5,222,523.97

Child Protection Statistics					
	Maltreatment Reports	Opened for Assessment	% Opened	Children Placed	% Placed of Open
January	49	24	49%	8	33%
February	35	17	49%	11	65%
March	38	14	37%	0	0%
April	40	15	38%	10	67%
May	36	20	56%	11	55%
June			#DIV/0!		#DIV/0!
July			#DIV/0!		#DIV/0!
August			#DIV/0!		#DIV/0!
September			#DIV/0!		#DIV/0!
October			#DIV/0!		#DIV/0!
November			#DIV/0!		#DIV/0!
December			#DIV/0!		#DIV/0!
	198	90	45%	40	44%
	average			average	
2023	510	275	56%	84	32%
2022	605	300	50%	96	33%
2021 (COVID Yr)	522	343	67%	95	28%
2020	573	326	56%	97	33%

May 2024
Out of Home Placement Payments by Vendor

		Rate	Invoices Paid
North Homes	-	\$175 - \$365/day	\$ 154,415
Northwestern MN Juvenile	-	\$260-\$372/day	\$ 81,392
The Bridge Residential Facility	-	\$250/day	\$ 60,301
Anoka County Juvenile Center	-	\$226 - \$282/day	\$ 23,700
Snyders/Foundation for Life	-	\$122/day	\$ 18,000
Northstar	-	\$128/day	\$ 17,600
Nexus	-	\$525/day	\$ 16,543
Little Sand Group Home	-	\$366/day	\$ 10,985
Lutheran Social Services	-	\$148-\$194/day	\$ 6,100
Lighthouse	-	\$128/day	\$ 6,000
Northwood	-	\$294-\$331/day	\$ 4,572
Crow Wing Community Serv	-	\$295/day	\$ 1,180
Arrowhead Juvenile Center	-	\$250/day	\$ -
Dakota County Juvenile Serv	-	\$325 - \$340/day	\$ -
Evergreen Shelter	-		\$ -
Go Forward Group Home	-	\$245/day	\$ -
Heartland Girls Ranch	-	\$249 - \$316/day	\$ -
Kidspace Corp	-	\$266/day	\$ -
Kindred Family Focus	-		\$ -
MCF - Redwing	-	\$260/day	\$ -
MN Dept of Corrections	-	\$269/day	\$ -
New Trails Group Home	-	\$242/day	\$ -
Pathfinders Children Treat	-	\$106/day	\$ -
Peace House	-	\$115/day	\$ -
Port Group Homes	-	\$269/day	\$ -
Prairie Lakes Youth Program	-	\$209 - \$239/day	\$ -
Serenity Christian Homes	-	\$256.69/day	\$ -
St Cloud Children's Home	-	\$221/day	\$ -
Village Ranch	-	\$175 - \$231/day	\$ -
Volunteers of America	-		\$ -
West Central Juvenile Center	-	\$334/day	\$ -
Woodland Hills	-	\$152 - \$331/day	\$ -
Individuals*	-	\$21 - \$121/day	\$ 98,585
Total			\$ 499,375

*Individuals : Includes Foster Care & Family Support Programs

May 2024
North Homes & Northwestern Placement Breakdown

North Homes							
	Assessment Evaluation	Shelter	Hawkins Home	Boys & Girls Programs	Cottage	Foster	Total
Jan	7,263.05	410.02	10,147.20	23,958.48	16,943.96	5,869.85	64,592.56
Feb	-	6,396.26	10,485.44	19,965.40	-	6,478.07	43,325.17
Mar	12,082.25	3,280.16	-	855.66	20,692.67	7,986.16	44,896.90
Apr	23,006.50	25,143.79	20,784.79	53,820.84	20,197.12	9,047.59	152,000.63
May	9,045.02	35,584.59	21,664.15	64,522.30	11,146.98	12,451.85	154,414.89
Jun							-
Jul							-
Aug							-
Sep							-
Oct							-
Nov							-
Dec							-
	51,396.82	70,814.82	63,081.58	163,122.68	68,980.73	41,833.52	459,230.15

Northwestern							
		Residential	Non-Secure Detention	Secure Detention	Satellite Homes		Total
Jan		32,457.27	9,570.00	17,100.00	6,939.57		66,066.84
Feb		31,820.43	20,860.00	9,240.00	19,431.57		81,352.00
Mar		27,851.25	18,774.00	16,016.00	20,757.78		83,399.03
Apr		39,352.00	15,112.00	11,704.00	16,779.87		82,947.87
May		11,400.00	30,780.00	11,131.77	28,080.53		81,392.30
Jun							-
Jul							-
Aug							-
Sep							-
Oct							-
Nov							-
Dec							-
	-	142,880.95	95,096.00	65,191.77	91,989.32	-	395,158.04



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 28, 2024

REQUEST FOR BOARD ACTION: RBA-2024-228

DEPARTMENT: Administrative Services

TIME REQUESTED: 15 Minutes

PRESENTER: Jim Bougalis

AGENDA ITEM:

Calumet Reclamation Corporation Presentation

BOARD ACTION REQUESTED:

Receive presentation regarding mining project in Calumet.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Calumet Reclamation Co Presentation

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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Calumet

RECLAMATION COMPANY

EXPANDING THE GREAT NORTHLAND THROUGH MINE
WASTE RECLAMATION



March 11, 2024

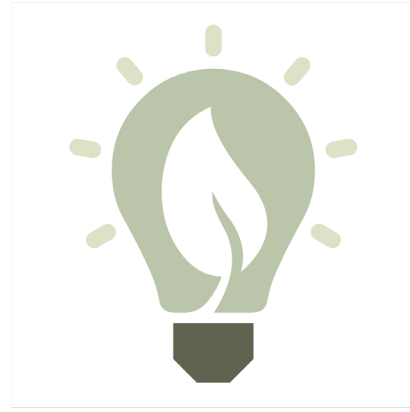


DISCLAIMER

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Any offering of securities in SHC will be made only in accordance with the terms and conditions of SHC's Confidential Private Placement Memorandum ("PPM"). Before investing, investors are strongly urged to review carefully the PPM (including all risk factors therein) and associated subscription documents and to discuss any prospective investment with their legal and tax advisers. No person has been authorized to make any representation, warranty, statement, or assurance not contained in the PPM and, if given or made (including herein), such representation, warranty, statement, or assurance may not be relied upon in making any investment decision. Securities will only be offered or sold pursuant to an exemption from securities registration under the United States Securities Act of 1933 ("Act"), and any sales of securities will be strictly limited to persons qualified as "accredited investors" defined in Regulation D promulgated under the Act.

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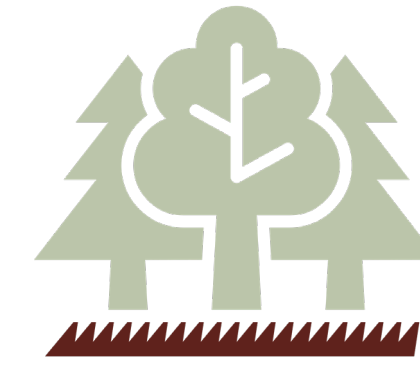
VISION

- Utilization of an abundant **Domestic iron ore** resource
- **Clean, efficient iron ore** reclamation processes
- **Unlock land potential**



MISSION

- Engage in **“Green” resource recovery** of waste ore stockpiles and basins
- Providing **jobs and economic development**



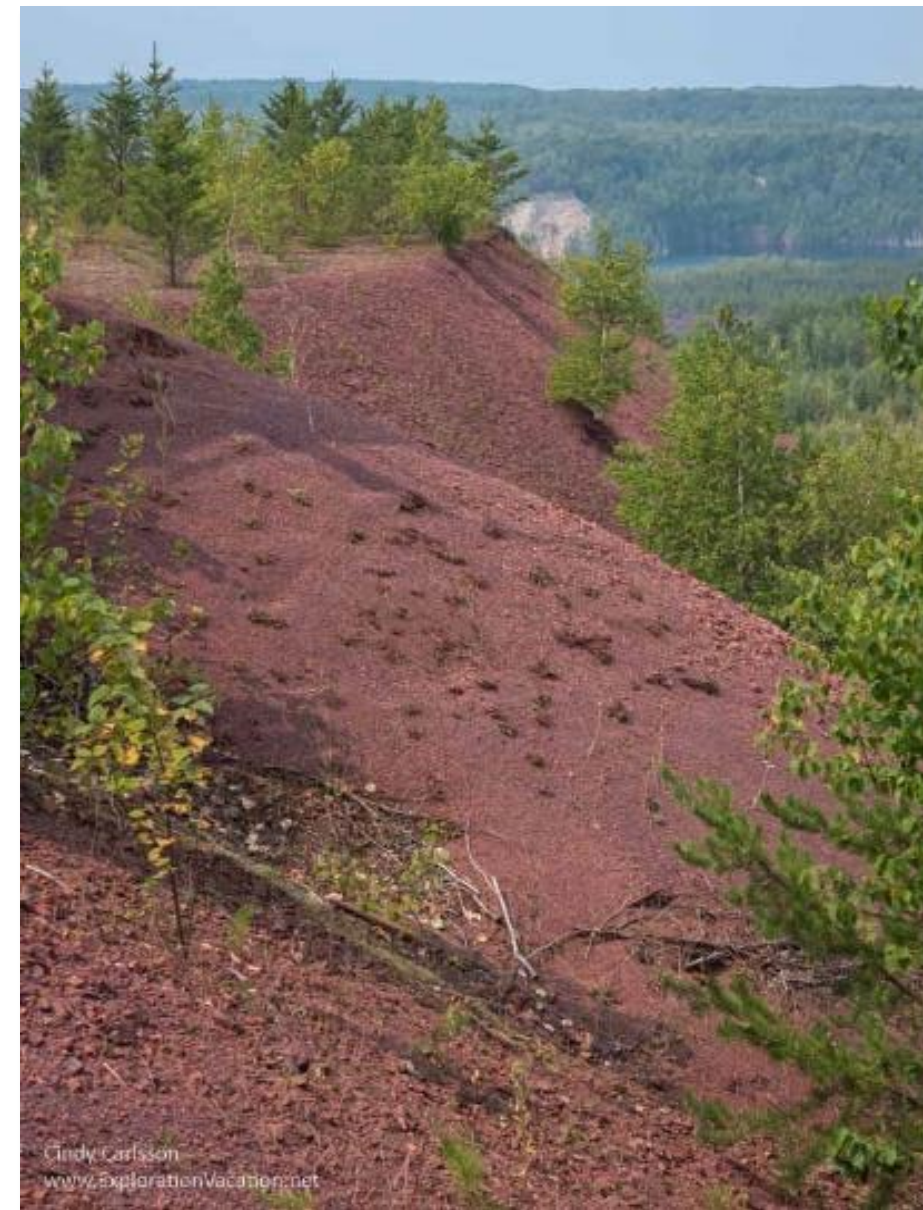
TIMELINE

- **Complete permitting** in 2024
- **Begin operations** in 2025
- **150 new high paying union jobs**

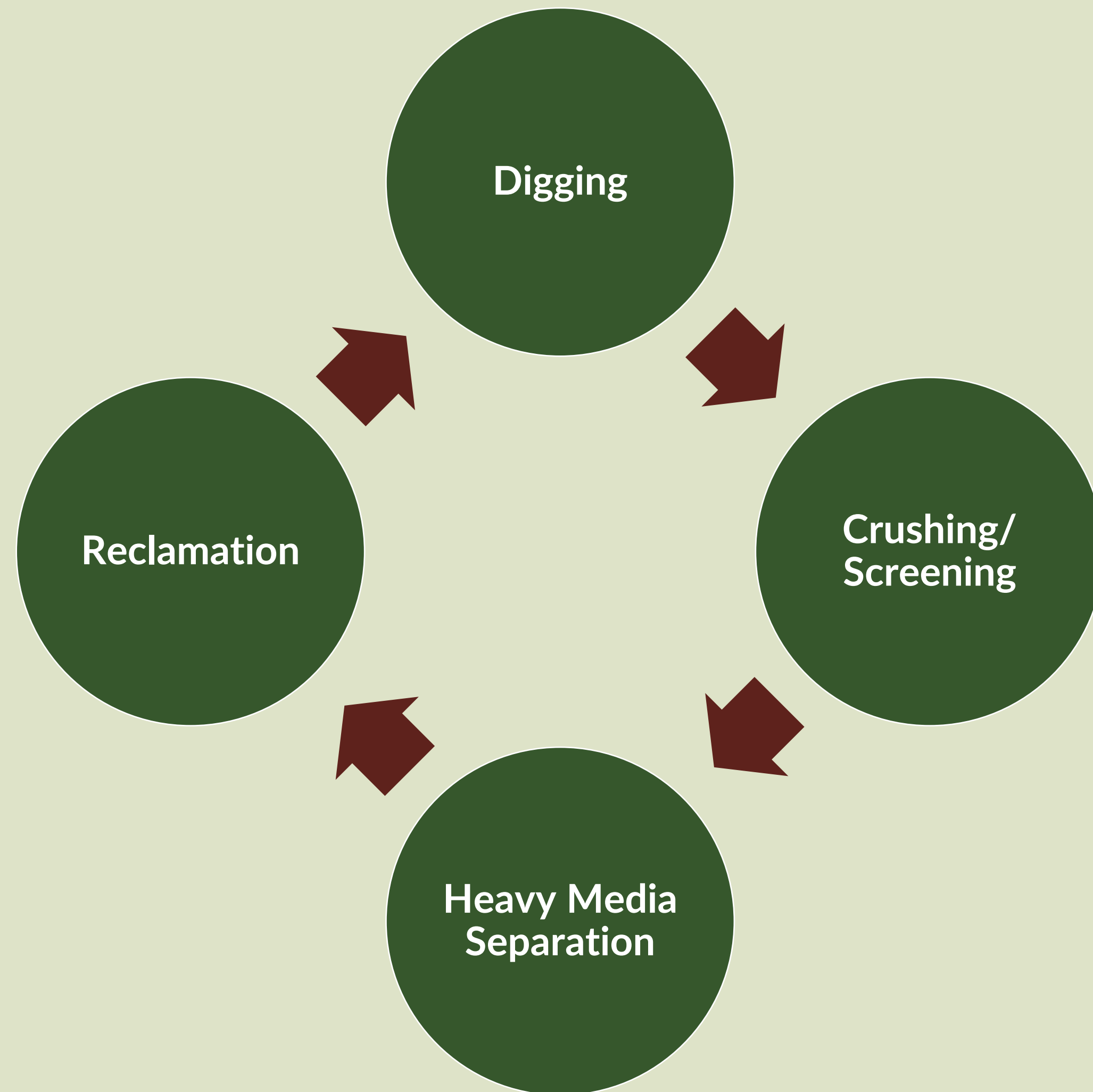
THE CALUMET PROJECT

HIGHLIGHTS

- Reclamation of historic mining areas
- Targeted use of a brownfield site
- Water management solution for the community
- Additional revenue generator for the School Trust, taxing districts and local communities
- Maximizing land potential



RECLAMATION PROCESS



BENEFITS

- Low impact
- Similar to a gravel pit operation





SKILLED PROJECT TEAM

Key Competencies Essential to Success

—— **JIM BOUGALIS** ——
Founder & CEO

30 years in mining,
reclamation, and
construction

—— **GARY LIUBAKKA** ——
Director

40 years in mining
mineral, and land
management

—— **DALE HINTSALA** ——
Director

50 years in mine and
civil engineering and
design

—— **DAN HINTSALA** ——
Director

50 years in mine
engineering and
design

PROGRESS

Project Summary & Milestones



Secured Funding

- Comprehensive mining plan
- Secured MNDNR state residue lease for 15yrs of production
- Permitting process has begun for completion in 2024



Strategic Alliances

- Kiewit Industrial Group
- Northeast Technical Services



Market Negotiations

- Commodity Trading Companies

ECONOMIC IMPACT

STATE, COUNTY AND LOCAL COMMUNITIES





Calumet

RECLAMATION COMPANY

EXPANDING THE GREAT NORTHLAND THROUGH MINE
WASTE RECLAMATION

Contact

Jim Bougalis,
Founder & CEO



218-966-0046



jim@scrantonholding.com

www.calumetreclamation.com



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 28, 2024

REQUEST FOR BOARD ACTION: RBA-2024-247

DEPARTMENT: Auditor / Treasurer

TIME REQUESTED: 5 Minutes

PRESENTER: Austin Rohling

AGENDA ITEM:

Public Hearing Re: Off Sale Liquor License for Cut Foot Sioux Resort LLC

BOARD ACTION REQUESTED:

Hold a Public Hearing Re: Off Sale Intoxicating Liquor License for Cut Foot Sioux Resort LLC located at 44394 State Highway 46, Deer River, MN and make a determination of the issuance of an Off Sale Liquor License for this establishment.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Affidavit

Motion To: Approve the issuance of an Off Sale Liquor License for Cut Foot Sioux Resort LLC located at 44394 State Highway 46, Deer River, MN.

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

AFFIDAVIT OF PUBLICATION

STATE OF MINNESOTA)

) ss.

COUNTY OF ITASCA)

Brett Holum, being first duly sworn, on oath states as follows:

1. I am the Publisher of the Grand Rapids Herald Review, or the publisher's designated agent. I have personal knowledge of the facts stated in this Affidavit, which is made pursuant to Minnesota Statutes §331A.07.

2. The newspaper has complied with all of the requirements to constitute a qualified newspaper under Minnesota law, including those requirements found in Minnesota Statutes §331A.02.

3. The dates of the month and the year and day of the week upon which the public notice attached/copies below was published in the

Wednesday May 15th 2024

4. The publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to § 331A.06, is as follows: \$2.00 per 1-col line.

5. Mortgage Foreclosure Notices. Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notices: The newspaper's known office of issue is located in Itasca County. The newspaper complies with the conditions described in §580.033, sub d. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

FURTHER YOUR AFFIANT SAITH NOT.

Brett Holum [Signature]

Subscribed and sworn to before me on this

16th day of May 2024

Barbara Lynn Eiesland
Notary Public

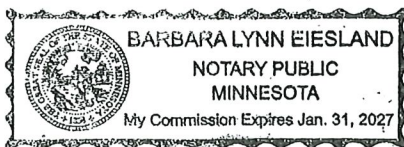
NOTICE OF PUBLIC HEARING ITASCA COUNTY BOARD OF COMMISSIONERS Off-Sale Liquor License

Notice is hereby given that a Public Hearing will be held on Tuesday, May 28th, 2024 beginning at 2:30 pm in the Itasca County Board Room, 123 NE 4th St, Grand Rapids, Minnesota.

The purpose of the Public Hearing is to take comments and concerns regarding issuance of an Off-Sale Liquor License to Cut Foot Sioux Resort, 44394 State Highway 46, Deer River, MN 56636.

For further information regarding said hearing, contact the Itasca County Administrative Services Department, Itasca County Courthouse, 123 NE 4th St, Grand Rapids, Minnesota 55744, (218) 327-2847. Katharine Johnson, Itasca County Licensing Specialist (Dated May 8, 2024)

HR May 15, 2024.....164967





**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 28, 2024

REQUEST FOR BOARD ACTION: RBA-2024-144

DEPARTMENT: Health & Human Services

TIME REQUESTED: 5 Minutes

PRESENTER: Matt Alstad

AGENDA ITEM:

County Based Purchasing (IMCare) Division Update/Presentation

BOARD ACTION REQUESTED:

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

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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

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

Tuesday, May 28, 2024

REQUEST FOR BOARD ACTION: RBA-2024-244

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Rachel Metelak

AGENDA ITEM:

Bridge Bonding Agreement for SP 031-661-012 - CSAH 61 Bridge Replacement

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Agreement to State Transportation Fund (Bridge Bonds) Grant Terms and Conditions for SP 031-661-012, which authorizes entering into MnDOT Agreement No. 1056237 for Bridge Funding.

BACKGROUND:

The replacement of the bridge on CSAH 61 over the Prairie River will occur during the summer of 2024 through spring of 2025. The bridge will be open to traffic by the fall of 2024. Construction will be funded by bridge bonding, federal aid and County state aid.

The State of Minnesota Bridge Bond Funds are in the amount of \$44,728.36 for Bridge No. 31586, SP 31-661-012. Passing the attached resolution and executing Agreement Number 1056237 is required before the State will release funds to the County.

COUNTY ATTORNEY REVIEW: NA

SUPPORTING DOCUMENTATION:

1. 031-661-012 LBRPAgreee -unsigned

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 28, 2024

RESOLUTION 2024-30

**RE: AGREEMENT TO STATE TRANSPORTATION FUND LOCAL BRIDGE REPLACEMENT
PROGRAM, GRANT TERMS AND CONDITIONS SAP 031-661-012**

WHEREAS, Itasca County has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund for construction of Bridge No. 31586; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be \$44,728.36 by reason of the lowest responsible bid.

NOW THEREFORE BE IT RESOLVED, that Itasca County does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.50, and will pay any additional amount by which the cost exceeds the estimate, and will return to the Minnesota State Transportation Fund any amount appropriated for the project but not required. The proper county officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 28th day of May A.D. 2024 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 28th day of May A.D. 2024.

Administrator

**STATE OF MINNESOTA
LOCAL BRIDGE REPLACEMENT PROGRAM
GRANT AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and ("Grantee"):

Public Entity (Grantee) name, address and contact person:

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

Contact: Karin Grandia, PE

RECITALS

1. Minnesota Statutes § 174.50, subd. 6-7 authorize the State to enter into this agreement.
2. General Funds were appropriated for the Local Bridge Replacement Program in Minnesota Laws 2023, Chapter 68-H.F. 2887.
3. Grantee has been awarded Local Bridge Replacement Program (LBRP) funds under Minn. Stat. § 174.50, subd. 6-7.
4. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to [Minn.Stat. §16B.98](#), Subd.1, Grantee agrees to minimize administrative costs as a condition of this agreement.

AGREEMENT TERMS

1 Term of Agreement, Survival of Terms, and Incorporation of Exhibits

- 1.1 **Effective Date.** This agreement will be effective on the date the State obtains all required signatures under [Minn. Stat. §16B.98](#), Subd. 5. As required by [Minn.Stat. §16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on June 30, 2029, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Governing Law, Jurisdiction, and Venue; and 14. Data Disclosure.
- 1.4 **Exhibits.** Exhibit A: Sources and Uses of Funds Schedule; Exhibit B: Grant Application; and Exhibit C: Grantee Resolution Approving Grant Agreement are attached and incorporated into this agreement.

2 Grantee's Duties

- 2.1 Grantee will conduct one or more of the following activities in accordance with its grant application, or in the case of legislatively selected projects, in accordance with the enabling session law, which is attached to this Agreement as Exhibit B: (i) constructing or reconstructing a bridge, (ii) abandoning an existing bridge that is deficient and in need of replacement, but where no replacement will be made, or (iii) constructing a road to facilitate the abandonment or removal of an existing bridge determined to be deficient.
- 2.2 Grantee will comply with all required grants management policies and procedures set forth through [Minn.Stat. §16B.97](#), Subd. 4 (a) (1).
- 2.3 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.

3 Time

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

4 Consideration and Payment

4.1 **Consideration.** The State will pay for all services performed by Grantee under this agreement as follows:

- 4.1.1 **Compensation.** Grantee will be reimbursed for actual, incurred costs that are eligible under Minn. Stat. § 174.50, subd 6-7. Grantee shall use this grant solely to reimburse itself for expenditures it has already made to pay for the costs of one or more of the activities listed under section 2.1.
- 4.1.2 **Sources and Uses of Funds.** Grantee represents to State that the Sources and Uses of Funds Schedule attached as Exhibit A accurately shows the total cost of the project and all of the funds that are available for the completion of the project. Grantee agrees that it will pay for any costs that are ineligible for reimbursement and for any amount by which the costs exceed State's total obligation in section 4.1.3. Grantee will return to State any amount appropriated but not required.
- 4.1.3 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed \$44,728.36.

4.2 Payment

- 4.2.1 **Invoices.** Grantee will submit state aid pay requests for reimbursements requested under this grant agreement. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services.
 - 4.2.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.
 - 4.2.3 **State's Payment Requirements.** State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Grantee's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.
 - 4.2.4 **Grant Monitoring Visit and Financial Reconciliation.** During the period of performance, the State will make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.
 - 4.2.4.1 The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided with at least seven calendar days of notice prior to any monitoring visit or financial reconciliation.
 - 4.2.4.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.
 - 4.2.4.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.
 - 4.2.5 **Unexpended Funds.** The Grantee must promptly return to the State at grant closeout any unexpended funds that have not been accounted for in a financial report submitted to the State.
 - 4.2.6 **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.
- 4.3 **Contracting and Bidding Requirements.** If Grantee is a municipality as defined by Minn. Stat. § 471.345, subdivision 1, then Grantee shall comply with the requirements of Minn. Stat. § 471.345 for all procurement under this Agreement.

5 Conditions of Payment

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

6 Authorized Representatives

6.1 The State's Authorized Representative is:

Marc Brieese,
Programs Engineer,
MnDOT State Aid Office
395 John Ireland Boulevard, MS 500
St. Paul, MN 55155
Office: 651-366-3802
marc.brieese@state.mn.us

or his/her successor. State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative is:

Karin Grandia, PE
County Engineer
123 NE 4th Street
Grand Rapids, MN 55744
Office: 218-327-7389
Karin.grandia@co.itasca.mn.us

Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

7 **Assignment Amendments, Waiver, and Grant Agreement Complete**

- 7.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 7.2 **Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 7.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to subsequently enforce it.
- 7.4 **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.
- 7.5 **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 7.6 **Certification.** By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

8 **Liability**

Grantee and State agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of State is governed by the provisions of Minn. Stat. Sec. 3.736. If Grantee is a "municipality" as that term is used in Minn. Stat. Chapter 466, then the liability of Grantee is governed by the provisions of Chapter 466. Grantee's liability hereunder shall not be limited to the extent of insurance carried by or provided by Grantee, or subject to any exclusion from coverage in any insurance policy.

9 **State Audits**

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this grant agreement or transaction, are subject to examination by the State and/or

the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

10 Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices. Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either Grantee or the State.

11 Workers Compensation

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

12 Governing Law, Jurisdiction, and Venue

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

13 Termination; Suspension

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

13.2 Termination for Cause. The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

13.3 Termination for Insufficient Funding. The State may immediately terminate this agreement if:

13.3.1 It does not obtain funding from the Minnesota Legislature; or

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

13.4 Suspension. The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

14 Data Disclosure

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

- 15 **Fund Use Prohibited.** The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project.
- 16 **Discrimination Prohibited by Minnesota Statutes §181.59.** Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.
- 17 **Limitation.** Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.
- 18 **Additional Provisions**
- 18.1 **Prevailing Wages.** Grantee agrees to comply with all of the applicable provisions contained in Minnesota Statutes Chapter 177, and specifically those provisions contained in Minn. Stat. §. 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the project. By agreeing to this provision, Grantee is not acknowledging or agreeing that the cited provisions apply to the project.
- 18.2 **E-Verification.** Grantee agrees and acknowledges that it is aware of Minn.Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order.
- 18.3 **Telecommunications Certification.** If federal funds are included in Exhibit A, by signing this agreement Grantee certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), Grantee does not and will not use any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Grantee will include this certification as a flow down clause in any contract related to this agreement.
- 18.4 **Title VI/Non-discrimination Assurances.** Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in Exhibit A, Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. The

Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

18.5 Use, Maintenance, Repair and Alterations. The Grantee shall not, without the written consent of the State and the Commissioner, (i) permit or allow the use of any of the property improved with these grants funds (the Real Property) for any purpose other than in conjunction with or for the operation of a county highway, county state-aid highway, town road, or city street or for other uses customarily associated therewith, such as trails and utility corridors, (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in section (i), (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance or regulation.

If the Grantee fails to maintain the Real Property in accordance with this Section, the State may perform whatever acts and expend whatever funds necessary to so maintain the Real Property, and the Grantee irrevocably authorizes the State to enter upon the Real Property to perform such acts as may be necessary to so maintain the Real Property. Any actions taken or funds expended by the State shall be at its sole discretion, and nothing contained herein shall require the State to take any action or incur any expense and the State shall not be responsible, or liable to the Grantee or any other entity, for any such acts that are performed in good faith and not in a negligent manner. Any funds expended by the State pursuant to this Section shall be due and payable on demand by the State and will bear interest from the date of payment by the State at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per year based upon a 365-day year.

[The remainder of this page has intentionally been left blank.]

GRANTEE

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

By: _____
John Johnson

Title: Itasca County Board Chair

Date: _____

By: _____
Karin Grandia

Title: Itasca County Engineer

Date: _____

DEPARTMENT OF TRANSPORTATION

Approval and Certifying Encumbrance

By: _____
(with delegated authority)

Title: State Aid Programs Manager

Date: _____

**DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT**

By: _____

Date: _____

EXHIBIT A

SOURCES AND USES OF FUNDS SCHEDULE

SOURCES OF FUNDS

Entity Supplying Funds	Amount
State Funds:	
LBRP General Fund Grant	\$44,728.36
SAAS Acct 379	
Other:	
	\$
	\$
	\$
Subtotal	\$44,728.36
Public Entity Funds:	
Matching Funds	
Local Match	\$9,411.93
Other:	
Federal BFP Funds	\$2,000,000.00
	\$
Subtotal	\$2,009,411.93
TOTAL FUNDS	\$2,054,140.29

USES OF FUNDS

Expenses	Amount
Items Paid for with LBRP General Fund Grant Funds:	
Bridge Construction	\$44,728.36
	\$
	\$
	\$
Subtotal	\$44,728.36
Items paid for with Non-LBRP General Fund Grant Funds:	
Bridge Construction	\$9,411.93
	\$2,000,000.00
Subtotal	\$2,009,411.93
TOTAL PROJECT COSTS	\$2,054,140.29

EXHIBIT B

GRANT APPLICATION

Attach the grant application for the project



APPLICATION FOR BRIDGE FUNDS

State of Minnesota - Department of Transportation
State Aid for Local Transportation

Identification	Project Number	031-661-012	Old Bridge Number	31513
	New Bridge No.	31586	Over	Prairie River
	County of	Itasca	Road or Street No.	CSAH 61
	Township of	Arbo	Road or Street Name	
	Municipality of		Proposed Const Year	2024
	Does the municipality have a population of 5,000 or less? ☒ Yes ☐ No			
Eligibility	Local Bridge Planning Index (LPI) <u>54</u>			
	NBI Appraisal Ratings: Deck Geometry <u>7</u> Approach Roadway <u>8</u> Waterway Adequacy <u>9</u>			
	Date of Council/Board action prioritizing this bridge <u>March 28, 2023</u>			
	Is this a road-in-lieu of bridge project? ☐ Yes ☒ No			
Prioritization	How many people are affected by this deficiency? _____ What is the ADT on this bridge? <u>1020</u>			
	Describe the economic importance of replacing this bridge.			
	Replacing this deficient structure will ensure continued reliable operation of Itasca County's transportation system and provide for safe and efficient movement of goods and services through Itasca County.			
	Is the road designated or planned to be designated as a Minimum Maintenance road? ☐ Yes ☒ No			
	(Attach additional sheets for explanation if necessary)			
Cost Estimate	Is the township net tax capacity less than \$300,000? ☐ Yes ☒ No			
	Is the bridge listed on the National Register of Historic Places or been determined to be eligible? ☐ Yes ☒ No			
	National Register of Historic Places link here: http://www.nps.gov/history/nr/research/			
		Eligible Amount		Ineligible Amount
	Structure Costs	\$1,700,764.00	\$	
	Approach Costs	\$	\$343,040.50	
	Engineering Costs	\$	\$60,000.00	
	Total Costs	\$1,700,764.00	\$403,040.50	
	Total Project Cost		\$ 2,103,804.50	
	DSAE	County/City Engineer <u>Karin Grandia</u>		Date <u>6-16-2024</u>
DISTRICT STATE AID ENGINEER RECOMMENDATION				
Approval	Replace	<u>X</u>	Defer	
	Derek Fredrickson		Digitally signed by Derek Fredrickson	
	District State Aid Engineer Signature		Date: 2024.02.14 15:15:14 -06'00'	
	STATE AID USE ONLY			
	Federal-Aid	\$	2,000,000	
	State-Aid	\$	7,404.35	
	Local/Other	\$		
	Town Bridge	\$		
	Unallocated Town Bridge	\$		
	State Bridge Funds	\$	36,680.15	
Total	\$	2,044,084.50		

EXHIBIT C

GRANTEE RESOLUTION APPROVING GRANT AGREEMENT



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 28, 2024

REQUEST FOR BOARD ACTION: RBA-2024-251

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Kory Cease

AGENDA ITEM:

2024 Campground Host Agreements

BOARD ACTION REQUESTED:

Approve 2024 Campground Host Agreements for Bass Lake Park and Fairground Park Campgrounds, and authorize necessary signatures.

BACKGROUND:

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION:

1. Campground Host Agreement_BL_2024
2. Campground Host Agreement_FG_2024

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

Check if an Agreement Renewal



Itasca County Campground Host Agreement

A. THIS AGREEMENT, made this 29th day of April, 2024, by and between **Itasca County**, herein called the "County," and **John Drieman**, an independent contractor, herein called the "Vendor."

B. NOW, THEREFORE, it is mutually agreed that, in consideration of the payments to be made to said Vendor, subject to the conditions, hereinafter set forth, the County shall purchase **Bass Lake Campground Host Services** from said Vendor, upon terms and at the agreed price(s), and the Vendor shall perform said services all in accordance with the specifications of County as set forth in the Exhibit A, Special Conditions of this Agreement. The premises for this Agreement shall be the Itasca County Bass Lake Park and Campground.

C. The term of this Agreement is from **May 1st, 2024 to October 31st, 2024**, inclusive. The Agreement may be extended if provided for in Exhibit A.

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

E. This Agreement when fully completed and fulfilled on the part of said Vendor to the satisfaction of the County or its duly authorized agent, is **estimated to not exceed \$1,800.00** for 2024 services as detailed in Exhibit A for the current term.

F. No increases to the above said Agreement amount will be allowed to the Vendor during the term of this Agreement unless mutually agreed in writing by both parties. The County does hereby agree to pay said Vendor as services are performed to the satisfaction of the County. Payment terms of this Agreement are Net 30.

G. Vendor services performed by result of this Agreement shall, at all times, be that of an independent contractor and not confer the status of Vendor as an Itasca County employee.

H. The Vendor shall not be held responsible for damages caused by delay or failure to perform hereunder, when such delay or failure is due to Fires, Strikes, Acts of God, Legal acts of the public authorities, or delays or defaults caused by public carriers.

I. County reserves the right to terminate this Agreement upon written notice at any time during the Agreement period at the discretion of the County, or for failure of Vendor to provide services to the reasonable satisfaction of the County.

J. Vendor shall not enter into any sub-contract or agreement for performance of any services contemplated under this Agreement, nor assign any part of this Agreement thereof.

K. Vendor shall indemnify, hold harmless and defend the County, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including

attorney's fees which the County, its officers or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of Vendor, its agents, servants or employees, in the execution, performance, or failure to adequately perform Vendor's obligations pursuant to this Agreement.

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

M. Any waiver by either party of any provision of this Agreement shall not imply a subsequent waiver of that or any other provision.

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

O. The County may terminate this Agreement at any time for good cause, which will be at the sole discretion of the County. Vendor shall, upon termination, or earlier as provided for in this Agreement, peaceably and quietly surrender the premises. Termination of this Agreement does not relieve the Vendor from any obligation, any liability for payment or other liability incurred under this Agreement. Vendor acquires no additional rights by holding the premises after termination and shall be subject to legal action for removal.

P. Any personal property remaining on premises following Agreement period or termination shall be considered abandoned and shall be disposed of by the Vendor according to law. The County assumes no responsibility whatsoever, for any property placed on the premises, and the County is hereby expressly released and discharged from any and all liabilities for any loss of property and discharged from any and all liabilities for any loss of property that may be sustained by the use of said premises under this Agreement.

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

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

S. The County hereby reserves the right to control and manage the premises and to enforce all rules for the management and operation of the premises. Vendor waives any and all claims for damages against the County or any of its representatives resulting from the exercise of this authority.

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

Dated this 29th day of April, 2024.

By: John Drieman

30 Haynes Street South
Name (Print Last, First, Middle Initial)

Taconite, MN 55766
Address (Street, City, State, Zip Code)

By: _____
Itasca County Parks Director

ITASCA COUNTY
Land Department
1177 LaPrairie Ave.
Grand Rapids, MN 55744

EXHIBIT A

SPECIAL CONDITIONS

CAMPGROUND HOST AGREEMENT

Campgrounds Host position location is at the Itasca County Bass Lake Campground, 63010 Bass Lake Park Rd, County, Effie, MN, 56639.

I. Objectives of the Campground Host Program

- To provide information and assistance in helping campers obtain a positive campground experience.
- To enhance the campground by completing light cleanup or maintenance in a timely manner.
- To reduce vandalism and other violations by providing a presence and oversight within the campground.
- To foster an increased sense of service and security for campers.

II. Requirements of a Campground Host

- a. Must be physically able and willing to do light cleanup and maintenance, perform required duties and to interact with campers.
- b. Must be available for the camping season from Fishing Opener -Labor Day.
- c. Must be on site Monday-Friday 3:00 PM- evening, and Saturday-Sunday all day.
- d. Must present and conduct themselves in a professional and respectful manner with the public, park visitors, campers and county staff and must perform Campground Host duties in a reasonable and timely manner.
- e. Must be willing to serve as a government witness for any violations observed.

III. Campground Host Duties

In general, a Campground Host is the primary campground oversight presence and provides a welcoming voice for the campground. Specific responsibilities are as follows.

- a. Shall maintain the Campground Host campsite in good repair, keeping it safe, clean and in good appearance, removing all refuse and debris that may accumulate, to the extent consistent with customary practices.
- b. Provide all campers with information and assistance on online site reservations and campground payment procedures as needed.
- c. Monitor reservations and daily campsite arrivals, occupancy, and departures in reservable and non-reservable campsites.
- d. Perform light cleanup/maintenance jobs as needed (picking up basic litter/debris, etc.). The county shall provide adequate cleaning and maintenance supplies, toilet and/or other paper supplies, and key to the toilet paper holders.
 - Remove old receipts from non-reservable site posts after sites are vacated.

- Whenever possible, pick-up/clean obvious debris/litter from the campsites, picnic tables and fire-rings after departure.
 - Whenever possible, pick-up obvious debris/litter from the beach area and toilet areas.
 - Especially with the more popular sites, new campers often come in before the maintenance crews can come around to clean, so this assistance is required and needed.
- e. Check toilets daily for paper and for cleanliness and cleaned whenever necessary, including removal of cobwebs. This is important on weekends and any other times when the park maintenance crew is not available.
 - f. Inspect, clean, remove cobwebs, and maintain the bulletin and fee boards at a minimum of once per week.
 - g. Check all camper water services weekly to ensure that they are operating properly.
 - h. Repair and report minor maintenance items to park staff, also report any health and safety or other maintenance items that cannot be repaired.
 - i. Document all injuries/accidents that are reported or observed. Report all emergencies, safety or health concerns in a timely manner to county park staff or Sheriff's Department contact information below.
 - j. Greet arriving campers and provide them with the following information:
 - Inform campers who you are and what you do.
 - When possible, greeting new campers, provide them with a summary of campground rules and campground fee payment procedures as needed.
 - As needed, keep campers informed of common rule violations to the specific campground, such as double occupancy, unauthorized OHV use, dogs not on leash, and littering on campsites.
 - Answer any questions from the campers, forward any questions to park staff for answers if needed and get back to the campers with an answer.
 - Don't accept cash or money, show campers where to deposit fees for non-reservable sites in the lockbox and assist with online reservations as needed.
 - k. If applicable, monitor the use of firewood in the campground and provide information on how it is purchased. If needed, remind visitors that this service may be discontinued if abused.
 - l. Campground Hosts shall not make up additional campground rules, put up unauthorized signs, or prevent normal authorized use of the park and campground by the public.
 - m. The Campground Host is not responsible for campground rule enforcement actions and will refer any incidents to county park staff in a timely manner. When a campground rule violation is observed, use your best judgment. Don't get involved in any action that you think could have adverse consequences on you. If you wish to inform campers of a violation, do that respectfully. You may politely ask them to correct the violation but do not attempt to make them correct the violation or threaten them with a violation notice.
 - n. The following are primary county park staff contacts:

- Paul Twedt - Park Coordinator @ 218 327-7347, cell 218 244-4705, e-mail: paul.twedt@co.itasca.mn.us
- Matt Becker - Park Technician @ 218 327-0669, cell 218-812-9935, e-mail: matt.becker@co.itasca.mn.us
- Itasca County Sheriff's Department **non-emergency** 218 326-3477
- Itasca County Sheriff's Department **emergencies** (911)

Please refer any questions and concerns to county park staff. Feel free to call at any time if you need assistance.

IV. Campground Host Training

Within the first week of your arrival, the following will occur:

- a. The Park Operations Coordinator, along with the campground maintenance crew, will train the Campground Host in where the Host's campsite is located, layout of the campground and surrounding communities, Host duties/responsibilities, campground rules, basic campground maintenance and the campground payment procedures/ reservation system.
- b. Campground Hosts will receive a packet of informational materials for park visitors.
- c. The Park Operations Coordinator will contact the Campground Host to discuss issues or questions that may be associated with the Campground Host program or their specific duties.

V. Campground Host Campsite

1. A designated camping site is provided free to the host while operating with a valid Campground Host Agreement. A maximum of two sleeping units will be allowed at the site. Only immediate family members (children and/or grandchildren and parents), will be permitted to stay at the site free of charge. All other overnight guests using an extra sleeping unit, or bringing their own, should pay the stated price for a campsite.
2. Electric, water and sewer hook-ups, and internet connection, as available, will be provided at the Campground Host site.

Check if an Agreement Renewal

☐

Itasca County Campground Host Agreement

- A. THIS AGREEMENT, made this 28th day of May, 2024, by and between **Itasca County**, herein called the “County,” and **Dana Rachuy**, an independent contractor, herein called the “Vendor.”
- B. NOW, THEREFORE, it is mutually agreed that, in consideration of the payments to be made to said Vendor, subject to the conditions, hereinafter set forth, the County shall purchase **Fairgrounds Park Campground Host Services** from said Vendor, upon terms and at the agreed price(s), and the Vendor shall perform said services all in accordance with the specifications of County as set forth in the Exhibit A, Special Conditions of this Agreement. The premises for this Agreement shall be the Itasca County Fairgrounds Park and Campground.
- C. The term of this Agreement is from **May 28th, 2024 to September 30, 2024**, inclusive. The Agreement may be extended if provided for in Exhibit A.
- D. This Agreement is subject to such special conditions as are set forth in the Special Conditions Supplement attached hereto and made a part hereof and marked as Exhibit A.
- E. This Agreement when fully completed and fulfilled on the part of said Vendor to the satisfaction of the County or its duly authorized agent, is **estimated to not exceed \$1,800.00** for 2024 services as detailed in Exhibit A for the current term.
- F. No increases to the above said Agreement amount will be allowed to the Vendor during the term of this Agreement unless mutually agreed in writing by both parties. The County does hereby agree to pay said Vendor as services are performed to the satisfaction of the County. Payment terms of this Agreement are Net 30.
- G. Vendor services performed by result of this Agreement shall, at all times, be that of an independent contractor and not confer the status of Vendor as an Itasca County employee.
- H. The Vendor shall not be held responsible for damages caused by delay or failure to perform hereunder, when such delay or failure is due to Fires, Strikes, Acts of God, Legal acts of the public authorities, or delays or defaults caused by public carriers.
- I. County reserves the right to terminate this Agreement upon written notice at any time during the Agreement period at the discretion of the County, or for failure of Vendor to provide services to the reasonable satisfaction of the County.
- J. Vendor shall not enter into any sub-contract or agreement for performance of any services contemplated under this Agreement, nor assign any part of this Agreement thereof.
- K. Vendor shall indemnify, hold harmless and defend the County, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including

attorney's fees which the County, its officers or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of Vendor, its agents, servants or employees, in the execution, performance, or failure to adequately perform Vendor's obligations pursuant to this Agreement.

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

M. Any waiver by either party of any provision of this Agreement shall not imply a subsequent waiver of that or any other provision.

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

O. The County may terminate this Agreement at any time for good cause, which will be at the sole discretion of the County. Vendor shall, upon termination, or earlier as provided for in this Agreement, peaceably and quietly surrender the premises. Termination of this Agreement does not relieve the Vendor from any obligation, any liability for payment or other liability incurred under this Agreement. Vendor acquires no additional rights by holding the premises after termination and shall be subject to legal action for removal.

P. Any personal property remaining on premises following Agreement period or termination shall be considered abandoned and shall be disposed of by the Vendor according to law. The County assumes no responsibility whatsoever, for any property placed on the premises, and the County is hereby expressly released and discharged from any and all liabilities for any loss of property and discharged from any and all liabilities for any loss of property that may be sustained by the use of said premises under this Agreement.

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

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

S. The County hereby reserves the right to control and manage the premises and to enforce all rules for the management and operation of the premises. Vendor waives any and all claims for damages against the County or any of its representatives resulting from the exercise of this authority.

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

Dated this 28th day of May, 2024.

By: _____

Dana Rachuy
32191 Southwood Road
Grand Rapids, MN 55744
321-593-6251

By: _____

Itasca County Parks Director/
Land Commissioner

ITASCA COUNTY
Land Department
1177 LaPrairie Ave.
Grand Rapids, MN 55744
218-327-2855

EXHIBIT A

SPECIAL CONDITIONS

CAMPGROUND HOST AGREEMENT

Campgrounds Host premises is the Itasca County Fairgrounds Park Campground,
1336 Fairgrounds Road, Grand Rapids, MN 55744.

I. Objectives of the Campground Host Program

- To provide information and assistance in helping campers obtain a positive campground experience.
- To enhance the campground by completing light cleanup/ maintenance in a timely manner.
- To reduce vandalism and other violations by providing a presence and oversight within the campground.
- To foster an increased sense of service and security for campers.

II. Requirements of a Campground Host

- a. Be physically able and willing to do light cleanup and maintenance, perform required duties and to interact with campers.
- b. Be available for the core camping season from Memorial Day-Labor Day, there is some flexibility on start/ end dates, but they need to be agreed upon in writing by both parties.
- c. Post site hours Monday-Friday 4:00PM-6:00PM, and Saturday-Sunday 10:30AM-1:30PM, the specific hours are negotiable, but they need to be agreed upon by both parties and posted at the Host site.
- d. Present and conduct themselves in a professional and respectful manner with the public, park visitors, campers and campground staff, and must perform Campground Host duties in a reasonable and timely manner.
- e. Willing to serve as a government witness for any violations observed.

III. Campground Host Responsibilities

In general, a Campground Host is the primary campground oversight presence and provides a welcoming voice for the campground. Specific responsibilities are as follows.

- a. Maintain the Campground Host campsite in good and safe repair, keeping it clean and in good appearance, removing all refuse and debris that may accumulate, to the extent consistent with customary practices.
- b. As needed, provide campers with information and assistance for online site reservations and campground payment procedures.
- c. Monitor reservations and daily campsite arrivals, occupancy, and departures in reservable and non-reservable campsites.
- d. Perform light cleanup/maintenance jobs as needed (picking up obvious litter/debris, etc.) in the

campground and beach area. The campground staff shall provide adequate cleaning and maintenance supplies, toilet and/or other paper supplies, and key to the toilet paper holders. This assistance is primarily needed on sites where new campers come in before the maintenance crews can come around to clean.

- When possible, pick-up obvious litter from the campsites after departure and garbage/debris from fire-rings.
 - When possible, pick-up obvious debris/litter from the beach area.
- e. On weekends and other times when the campground maintenance crew is not available, check toilets daily for paper and for cleanliness and cleaned when necessary, including removal of cobwebs.
 - f. Periodically inspect, clean, remove cobwebs, and maintain the bulletin and fee boards (at least weekly).
 - g. Periodically inspect camper water sources to ensure that they are operating properly (at least weekly).
 - h. Report minor maintenance items, any health/ safety issues or other maintenance items that cannot be repaired. Report all emergencies, health or safety concerns in a timely manner to campground staff or Sheriff's Department contact information below.
 - i. Document any injuries/accidents that are reported or observed.
 - j. As needed, greet arriving campers and provide them with the following information:
 - Inform campers who the Hosts are and what they do.
 - As needed, greeting new campers, provide them with a summary of campground rules and campground fee payment procedures as needed.
 - As needed, keep campers informed of common rule violations to the specific campground, such as double occupancy, unauthorized OHV use, dogs not on leash, and littering on campsites.
 - Answer any questions from the campers, forward any questions to campground staff contacts for answers if needed and get back to the campers with an answer.
 - Hosts should not accept cash or camper payments but instead show campers where to deposit fees for firewood or non-reservable sites in the lockbox as needed.
 - k. If applicable, monitor the use of firewood in the campground and provide information on how it is purchased. If needed, remind visitors that this service may be discontinued if abused.
 - l. Campground Hosts cannot make up additional campground rules, put up unauthorized signs, or prevent normal authorized use of the park and campground by the public.
 - m. The Campground Host is not responsible for campground rule enforcement actions and shall refer any incidents to campground staff in a timely manner. When a campground rule violation is observed, use best judgment and don't get involved in any action that could have adverse consequences. If informing campers of a violation, do so respectfully and in a non-confrontational manner. Politely ask them to correct the violation but do not attempt to make them correct the violation or threaten them with a violation notice.

n. The following are primary campground staff contacts from the Itasca County Park System (ICPS) and Itasca County Agricultural Association (ICAA):

- Tammi Anderson, ICAA @ 218-259-1237 (cell), email: ttdesigns@hotmail.com
- Kory Cease – ICPS @ 218 327-7392 (office), 218 244-8283 (cell), e-mail: kory.cease@co.itasca.mn.us
- Itasca County Sheriff's Department **non-emergency** 218 326-3477
- Itasca County Sheriff's Department **emergencies** (911)

Please refer any questions and concerns to campground staff. Feel free to call at any time if you need assistance.

IV. Campground Host Training

Within the first week of arrival, the following will occur:

- a. The Itasca County Agricultural Association along with the Itasca County Park System, will train the Campground Host in where the Host's campsite is located, layout of the campground and surrounding communities, Host responsibilities, campground rules, basic campground maintenance and the campground payment procedures/ reservation system.
- b. Campground Hosts will receive a packet of informational materials for park visitors.
- c. The County Park System will contact the Campground Host to discuss issues or questions that may be associated with the Campground Host program or their specific duties.

V. Campground Host Campsite

1. A designated camping site is provided free to the Host while operating with a valid Campground Host Agreement. A maximum of two sleeping units will be allowed at the site. Only immediate family members (children and/or grandchildren and parents), will be permitted to stay at the site free of charge. All other overnight guests using an extra sleeping unit, or bringing their own, should pay the stated price for a campsite.
2. Electric, water and sewer hook-ups, and internet connection, as available, will be provided at the Campground Host site.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 28, 2024

REQUEST FOR BOARD ACTION: RBA-2024-255

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Sara Thompson

AGENDA ITEM:

Public Hearing Re: Park and Recreation Commission Constitution

BOARD ACTION REQUESTED:

Hold a Public Hearing to address the changes to the Park and Recreation Commission Constitution on Tuesday, May 28th, 2024, and authorize necessary signatures.

BACKGROUND:

In order to change the Park and Recreation Constitution, a public hearing needs to take place. The changes to the constitution pertain to the number of members appointed to the commission.

Public notice has been published in the Grand Rapids Herald Review, dated 5/15/2024, and the Scenic Range News Forum dated 5/16/2024.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Draft Revision Constitution 2024
2. April 11 Park and Recreation Commission Minutes
3. GRHR Publication 051524
4. Scenic Range Publication 051624

Motion To: Approve the changes to the Park and Recreation Commission Constitution relative to Article IV, Commission Members and authorize necessary signatures.

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

V. A. - Park & Rec Commission
Constitution & Bylaws

ITASCA COUNTY PARK AND RECREATION COMMISSION
CONSTITUTION AND BYLAWS

Adopted August 1978

2nd Bylaws Revision 2018

7th Constitution Revision May 2024

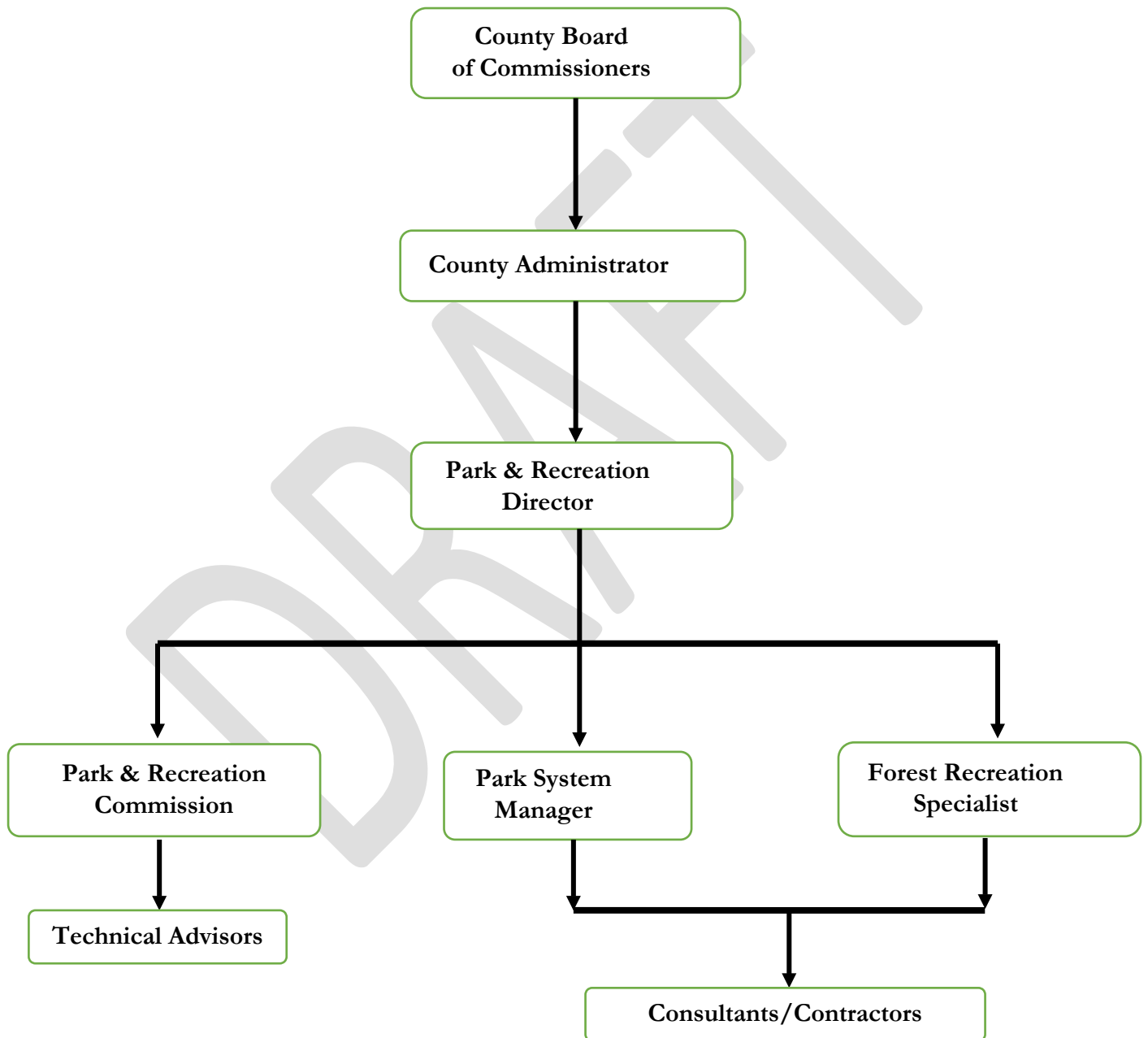
Itasca County Park and Recreation Commission

Courthouse
Grand Rapids, MN 55744

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**Itasca County
Park and Recreation Commission
Organizational Flowchart**



ITASCA COUNTY
PARK AND RECREATION COMMISSION ORDINANCE
CONSTITUTION

ARTICLE I
NAME

The name shall be Itasca County Park and Recreation Commission, referred to as the Commission in this document.

ARTICLE II
LOCATION

The principal office and location of the Commission shall be in the Itasca County Courthouse at Grand Rapids, Minnesota.

ARTICLE III
PURPOSE

The purpose for which this commission is organized shall be as follows:

1. To serve as an advisory body providing recommendations to the County Board of Commissioners and Park and Recreation Director on matters pertaining to the planning, programming, evaluating, and funding of park and recreation facilities and programs in accordance with M.S. 398.31 to 398.36.
2. To serve as a coordinating body for the recreation needs of all citizens without regard to ethnic origin, sex, creed, age, and disability. Coordination shall be carried out in response to the expressed needs of local citizens (see the Itasca County Recreation Resources Plan & Itasca County Comprehensive Land Use Plan) and with the financial and human resources available and under authorities granted by the County Board and applicable statutes.
3. To encourage and promote development of recreation facilities and services when they are in the best interest of local citizens and cannot be adequately or economically provided by the private sector.
4. To recommend priorities, with the advice and assistance of technical advisors, for the development, operation and maintenance of recreation areas, facilities and programs as outlined in the Itasca County Recreation Resource Plan & the Itasca County Comprehensive Land Use Plan.

5. To work together with public land managers to ensure appropriate measures are taken in resource management plans to provide recreation opportunities.

ARTICLE IV COMMISSION MEMBERS

1. The Commission shall be composed of seven (7) ~~nine (9)~~ members.
2. The seven (7) members shall be at-large members that shall be appointed by the County Board of Commissioners. ~~One (1) member shall be appointed from each County Commissioner District in so far as possible, insuring county wide geographic representation.~~
3. ~~Four (4) members at large shall be appointed by the County Board of Commissioners.~~

ARTICLE V AFFILIATIONS

1. The Commission or any of its members may be represented on various local, state, and national groups as determined and approved by the Park and Recreation Commission.
2. Funds to finance such representation may be included in the County Park System budget.

ARTICLE VI AMENDMENTS

The Constitution shall be amended as follows:

1. By official notice of the proposed changes mailed to the Commission members ten (10) days prior to the date of the meeting when the changes will be voted on.
2. Two-thirds (2/3) of the Commission members quorum present and voting shall be required to approve changes in the Constitution.
3. Any changes in the Constitution must be presented at a specially called public hearing, with final approval by the County Board of Commissioners.

ITASCA COUNTY, MN

County Board Chair

County Auditor

DRAFT

Apr 11, 2024 | [Park and Recreation Commission meeting](#)

Attendees: [Brian Carlson](#) [Thomas Nelson](#) [Sara Thompson](#) [Sarah Carling](#) [Sherrie Porth](#) [Les Ollila](#) Andrew Brown, Paul Twedt, Jim LaBarre

Meeting Minutes:

1. Meeting was called to order by Les Ollila at 5:35
2. **Motion to approve** March meeting minutes by Tom Nelson, 2nd by Brian Carlson, motion passed.
3. **No additions** to the agenda
4. **Commissioners Reports/Concerns:**
 - a. Sarah Carling:
 - i. CEDA, United Way, and City of Marble and Keewatin are working together on a project to update trail signs.
 - ii. Trails study by the U of M - we did not make it through the first round. We will apply for the second round. This is a study for all trails - motorized and non-motorized. This study by the U of M would be of no cost to Itasca County. If Itasca County decided to do a trails impact study on its own, it would cost \$250,000 to \$300,000 and Itasca County would look for other partners to help pay for this.
 - iii. CEDA has hired a third person - Jessica P
 - iv. Mt Itasca - Sarah has been meeting with several people to brainstorm on the financial needs to keep Mt Itasca open.
 - v. Deer River - received \$1 million from an LPP grant for a recreation trail along HWY 2 to the casino. This grant does not include funding for trail lighting. Leech Lake has applied for a grant that if approved will help pay for the lights.
 - vi. May 18 - Deer River Chamber will be hosting an ATV RIDE along with a new ATV Club that is being created by Deer River.
 - vii. Harris Township - received enough funding to complete phase 1 of their project. Projects include tennis courts, possibly a pickleball court, etc.
 - viii. Bearville Township - there is a boat landing on Side Lake that is having issues with not enough parking, so cars are parking on the road.
 - ix. Water sources for rural fire departments is being talked about since lake levels are low. Also sometimes it is difficult to get access to water when lakes are frozen over. There is an idea about having a drilled well for reliable water access. .
 - x. There have been many requests for AEDs so she is looking to purchase bulk AED's
 - xi. **? SpangTownship** - culvert work needed.

- xii. Baseball fields (18) in the county, does the county really need this many?
We should evaluate these rec areas to see what is needed and what is not.
- b. Brian Carlson - Fairgrounds: There was an inspection of the fairgrounds. The grandstand handrails need to be updated to be compliant. Problast will be blasting the grandstands for repainting and rehab. The men's bathroom at the trailhead has 3 large mirrors that need to be replaced. It will cost \$2000 to replace them. A gal from the State Fair board wants to come to Grand Rapids to talk about fairs. The Fine Arts building needs to be stained.
- c. Tom Nelson - Nordic Ski Club received the 2024 highlight award from the ski association. Short-term rental ordinance - update on where the ordinance is in the process of getting approved with the county.
- d. Sherrie Porth - Gave an update
- e. Les Ollila - Fall ATVMN conference (Sept 19-21, 2024) will be hosted by Rapids Riders. The club members are struggling with getting members to help put the conference on. Sherrie asked to get a contact for Rapids Riders so she can forward this information to the other

5. Staff Reports:

- a. Sara Thompson:
 - i. The ATV map will be out in mid-May.
 - ii. S Lake trail is receiving grants for this project. Total cost of this project will be \$655,00.
 - iii. Bass Lake Park -MSA, the engineering firm, will design the well, septic, dump station, etc. A \$65,000 grant was received from ARCA funds through the county. Another \$100,000 grant from IRRB. Other issues to work on in the park are the trails (atv, hiking) to make those trails more accommodating, and environmentally sustainable. Updating trails to the pier.
 - iv. The Fairgrounds campground reservation system is getting wrapped up,
- b. Paul
 - i. Give his background

6. Ex-Officio Reports:

- a. MN DNR: new guy - Staffing changes. Andrew - will be focusing on boat landings for any repairs. Tioga received grant funds through the State for their boat landing.
- b. USFS: Eden or Michelle - no report. Per Sara - updating facilities at the Cutfoot Sioux horse camp. Improving the Soumi ski trail - Nordic Ski Club received Title 2 money rack funding. Wilderness Wheelers ATV Club is working with USFS to replace the bridge north of Marcell.

7. Old Business:

- a. Vote on Constitution amendment: To change Article IV from 9 to 7 and members to be at large members. Motion made by Brian Carlson, 2nd by Tom Nelson. All in favor, Motion passed. The next step it needs to go to the county board for a public hearing.
- b. Note: Changes to the By-laws do not need to go to the County Commissioners.

8. New Business:

- a. Improving the kiosks and parking lots at trailheads. Per Sara - some trailheads have new/updated kiosks and some kiosks at other trailheads do need to be updated. She is aware of what kiosks that need to be updated.
- b. Idea to meet at the fairground trailhead in July.

9. Meeting adjourned at 7:25

NEXT MEETING:

WHEN: May, 9, 2024

WHERE: ITASCA COUNTY LAND DEPARTMENT

TIME: 5:30 PM - 7:30 PM

Meeting will also be accessible online via Teams

Classifieds

Northern Minnesota Classifieds.com

To place an Employment Ad Call 218-326-6623 or email class@grandrapidsmn.com

Legal Notices

CITY OF HIBBING -
AMGS MANUFACTURING
BUILDING
HIBBING, MN

NOTICE OF BID

Kraus-Anderson Construction Company, Duluth, MN, is presently soliciting competitive "Subcontractor Bids" for the AMGS Manufacturing Building in the City of Hibbing. Sealed bids will be received via in-person hand-delivery only (no direct mailing/shipping) of bids to Kraus-Anderson or the City at Hibbing City Hall (401 E 21st Street, Hibbing, MN 55746) until **2:00 PM local time on Thursday, May 23rd, 2024**, then publicly opened and read aloud. Bidders are invited to attend. No other agent is authorized to receive bids. Late-arriving deliveries or deliveries to any other location other than those listed above will not be opened or considered. Bidders are also invited to review the results online at <https://www.krausanderson.com/trade-partner/>.

The complete Bid Form shall be without alterations, additions, or erasures. All bids shall be on a lump sum basis. No bid may be withdrawn for a period of 60 days after bid receipt without consent of the Owner. Each bidder shall accompany the Bid Form with a bid security as described in the Instructions to Bidders. The Owner reserves the right to reject any or all bids and to waive any irregularities in bids.

The project will be bid in two separate packages as follows: **BP#01** AMGS Manufacturing Building. The supply and install of a pre-engineered metal building and an overhead crane. This Notice of Bid is for **BP#01 ONLY**. **BP#02** will be out for bid at a later date.

Future Bid Package: **BP#02** AMGS Manufacturing Building. The construction of a new 34,000 SF manufacturing facility including, but not limited to: concrete foundations & slab on grade, 2-level interior office build-out, overhead doors, windows, doors, HVAC, plumbing and electrical systems, earth work, site utilities, site hardscapes, landscape, etc.

Direct communications regarding this project to the office of the Construction Manager, Pete Auvinen (pete.auvinen@krausanderson.com), Kraus-Anderson Construction, 2000 W Superior Street, Suite 101, Duluth, MN 55806 Tel: 218-390-9123.

Bidding Documents will be available no earlier than Friday, May 10th, 2024. Obtain Bidding Documents & Bid Form, as well as Drawings and Specifications, via free electronic download by visiting <https://app.biddingconnect.com/public/575236442> or by mail. Contact Sara Reed with any plan room downloading or ordering questions at 218-722-3778. Email: sara.reed@krausanderson.com or sara.reed@krausanderson.com to receive an invite. Kraus-Anderson will not be responsible for notifying individual parties who obtained documents without utilizing the Building Connection process through KA, when Addenda are issued.

A Pre-Bid conference will be held at Hibbing City Hall, Wednesday, May 15th, 2024 at 10:00 AM.

CITY OF HIBBING -
AMGS MANUFACTURING
BUILDING
HIBBING, MN

Publication Dates: 05-23 MAY 2024

HR May 8, 12, 15 & 19, 2024

164221

NOTICE OF PUBLIC
HEARING

ITasca COUNTY BOARD OF COMMISSIONERS
Off-Sale Liquor License
Notice is hereby given that a Public Hearing will be held on Tuesday, May 28th, 2024 beginning at 2:30 pm in the Itasca County Board Room, 123 NE 4th St., Grand Rapids, Minnesota.

The purpose of the Public Hearing is to take comments and concerns regarding issuance of an Off-Sale Liquor License to Cui Tool Stone Resort, 44394 State Highway 46, Deer River, MN 56536.

For further information regarding said hearing, contact the Itasca County Administrative Services Department, Itasca County Courthouse, 123 NE 4th St., Grand Rapids, Minnesota 55744, (218) 327-2847.

Katherine Johnson,
Itasca County Licensing
Specialist
(Dated May 8, 2024)

HR May 15, 2024.....164967

Legal Notices

HOUSING AND
REDEVELOPMENT
AUTHORITY
(HRA) OF ITASCA COUNTY,
MINNESOTANOTICE OF PUBLIC
HEARING

NOTICE IS HEREBY GIVEN that in accordance with Minnesota Statutes Chapter 469 for the Housing and Redevelopment Authority (HRA) of Itasca County, Minnesota (HRA) will hold a public hearing on May 28, 2024 at 4:30 p.m. at the HRA office to consider the transfer of certain real property legally described as:

Lots 1, 2, 5 and 6, Block 1 and Lots 1, 2, 5 and 6, Block 2, FOREST LAKE ADDITION, including that portion of vacated "T" alley which accreted thereto by riparian accretion, located in Itasca County, Minnesota.

Information relative to the proposed transfer shall be available for examination in the HRA office.

Public comments may be submitted orally or in writing to the HRA through the public hearing held on May 28, 2024.

Date of Public Hearing: May 15, 2024

The HRA is subject to Title II of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability by public entities. Information regarding the provisions of the Americans with Disabilities Act is available from the HRA office at 218-326-7978. Auxiliary aids for disabled persons are available upon request at least 72 hours in advance of an event. Please call 218-326-7978 to make arrangements.

HR May 15, 2024.....165149

NOTICE OF PUBLIC
HEARING
ITasca COUNTY BOARD OF
COMMISSIONERS

Notice is hereby given that a public hearing will be held on Tuesday, May 28, 2024, at 2:30 p.m. in the Itasca County Board Room, 123 NE 4th St., Grand Rapids, Minnesota.

The purpose of the Public Hearing is to address changes to the Park and Recreation Commission Constitution.

Harder copies of the Park and Recreation Commission Constitution are available at the Itasca County Land Department located at 1177 LaPrairie Avenue, Grand Rapids, MN 55744, or call 218-327-2655.

HR May 15, 2024.....165135

NOTICE TO OWNERS &
LIEN HOLDERS

Vehicle 2002 Ford Taurus License # FFB402 MN VIN #1FAP55UX22G263999 has been impounded. Failure to claim the vehicle within 15 days of this notice is a waiver of your right, title and interest and is considered to sell the vehicle.

Vehicle 2008 Hyundai Sonata License # HES222 MN VIN #5NPEU46CX9H484004 has been impounded. Failure to claim the vehicle within 15 days of this notice is a waiver of your right, title and interest and is considered to sell the vehicle.

Contact A&B Mesheps 218-256-3736 Mon-Fri 9-5

HR May 15, 2024.....165173

SUMMARY OF THE
PROCEEDINGS OF THE
ITasca COUNTY BOARD OF
COMMISSIONERS
WORK SESSION
APRIL 16, 2024

Per Minnesota State Statute 375.12, the full text of the Official Proceedings is available for public inspection in the Itasca County Administrator's Office of the Itasca County Courthouse in Grand Rapids, Minnesota, or the Itasca County website (<http://www.co.itsca.mn.us/129/Agendas-Minutes>), or by standard or electronic mail.

The Itasca County Board of Commissioners met in Work Session on April 16, 2024, in the Boardroom of the Itasca County Courthouse, 123 NE 4th Street, Grand Rapids, MN.

Chair Johnson called the meeting to order at 2:30 p.m. with the Pledge of Allegiance and all members present, except Snyder and Venema absent.

APPROVAL OF AGENDA
Smith/ives pulled item #5.3 (Approve Solid Waste Advisory Committee Recommendation), added the item as item #6.8, and approved the agenda, as amended. All ayes except Snyder and Venema absent.

Legal Notices

MINUTES APPROVAL
Ives/Smith approved the minutes of the Tuesday, April 9, 2024 County Board Regular Session. All ayes, except Snyder and Venema absent.

RECOMMENDED FOR CONSENT AGENDA
Eight (8) items were recommended for the County Board's April 23, 2024 Consent Agenda.

CITIZEN INPUT
No citizen input provided.

LEGISLATIVE CONFERENCE CALL
A Legislative Conference Call was provided by Representative Spencer Igo and Itasca County Lobbyist Shane Zahrt for informational purposes only, no action taken.

COUNTY ATTORNEY APPOINTMENT COMMITTEE
Ives/Smith assigned Commissioner Casey Venema as Chair to the County Attorney Appointment Committee. All ayes, except Snyder and Venema absent.

MEMORANDUM OF AGREEMENT WITH ITasca COUNTY ATTORNEY EMPLOYEES' ASSOCIATION
Human Resources Director Janet Barth and County Attorney Matt Adams presented information regarding the request to approve the Memorandum of Agreement between Itasca County and Itasca County Attorney Employees Association. The item was discussed and recommended for the County Board's April 23, 2024, Regular Agenda.

PUBLIC HEARING RE: ZONING ORDINANCE TEXT AMENDMENT SUBMITTED BY KARL LARSEN/LAKE ACADEMY
Smith/ives opened the Public Hearing Re: Zoning Ordinance Text Amendment submitted by Karl Larsen/Lake Academy. All ayes, except Snyder and Venema absent.

Ives/Smith closed the above Public Hearing. All ayes, except Snyder and Venema absent.

Ives/Smith adopted the Resolution Re: Adoption of Zoning Text Ordinance Amendment (effective May 1, 2024) relative to conditional uses in the Shoreland Overlay District, Article 5.6.6 and accept the findings of fact and recommendations presented by the Planning Commission. All ayes, except Snyder and Venema absent.

RESOLUTION IN SUPPORT OF INCLUDING WOOD BIOMASS AS ELIGIBLE ENERGY SOURCE
Smith/ives adopted the Resolution Re: Support for the inclusion of Wood Biomass as a Qualifying Renewable Energy Source in the Renewable Energy Standard and Carbon Free Standard for submission to the Minnesota Public Utilities Commission. All ayes, except Snyder and Venema absent.

COMPREHENSIVE PLAN FOR PROBATION IN ITasca COUNTY
Probation Director Kevin Glass and Dept. of Corrections District Supervisor Mark Smith presented information on the 2024 Comprehensive Plan for Probation in Itasca County. The item was discussed and recommended for the County Board's April 23, 2024, Consent Agenda.

SOLID WASTE ADVISORY COMMITTEE RECOMMENDATION
Ives/Smith approved the Solid Waste Advisory Committee Recommendation to accept the proposal from Dem-Con Companies Inc. for the Operation of the Itasca County Transfer Station along with the Transportation of MSW and Recyclables and allow Itasca County to begin contract negotiations with Dem-Con Inc. for a five-year period. All ayes, except Snyder/Venema absent.

COMMITTEE REPORTS
Commissioner Ives reported on his meetings with Blackberry and Splintland Townships.

Commissioner Smith reported on his meeting with Solid Waste and Bowdoin Airports granted for equipment.

Commissioner Johnson reported on his meetings with Solid Waste, Public Health and upcoming meeting with Legislators on 4/17/2024.

ADMINISTRATOR UPDATE
County Administrator Brett Stykes provided an Administrator Update, including information on the Tyler vs. Hennepin settlement.

COMMISSIONER COMMENTS
Commissioner Smith provided information on a Fish Fry at the Squaw Lake Fire Dept. on Saturday 4/20/2024.

Commissioner Ives commented on Spang Township being very grateful for the use of ARP funds. He also made comment

on how he is looking into being able to help the Unorganized areas of Itasca County.

CLOSED SESSIONS

ADJOURNMENT
Chair Johnson adjourned the meeting at 3:59 p.m.

ATTEST
John Johnson, Chair of the County Board
Brett Stykes, Clerk of the County Board

HR May 15, 2024.....162641

Employment

ITasca COUNTY MINNESOTA
Financial Analyst
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\$33.95 - \$41.81 Hourly
Apply by: 05/16/2024

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\$28.17-\$34.22 Hourly
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Vet checked, dewormed, shots, Health guarantees.
Ready June 17th.
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AC Yellow Labrador Retriever Puppies
For Sale in Grand Rapids, MN. These purebred British Yellow Labs bring together the ideal traits of proven intelligent hunters and wonderful family companions. Fully vaccinated, wormed & microchipped. 9 weeks old and ready for their forever families. We have 3 males remaining. \$550 218-259-7556

Large Garage Sale
25489 Loons Landing Trail, Boyevy. May 17-18 8 a.m. - 4 p.m. Clothing XL-XXL, Collectibles, Household goods, Furniture, Tools, Crafts, Tonnau cover, and many more treasures.

Garage and Estate Sale
33125 Gary Drive GR May 16 - 18 9-5
Furniture, vintage items and lots more CASH ONLY

Estate Sales

Morning Star Estate Sale
May 17 & 18 - 9-5
Fishing equipment, household goods, furniture, 2 trailers, 18' camper, misc.
33550 North Portage Trail

Nesvold Construction Estate Sale by CFT
Fri. & Sat. May 17th & 18th
9am - 5:30pm
727 7th Ave, Grand Rapids

CASH CHECK & CARDS WILL BE ACCEPTED
3% charge will be implemented on ALL card purchases

Follow Pink Signs
Please Bring Personnel to Carry Large Items
We have a Garage, 2 trailers, and a Pump Trailer

Anything & Everything Construction
• Large Items - Trailers, Dump Trailer, Scaffolding, Windows (All Sizes & Kinds), Indoor & Exterior Doors (All Sizes & Kinds)

• Garage Items - Cyclone Hike, Drexel Dehumidifier, Skylight, Makita Concrete Bats, Power Tools, Air Compressors, Magnets, Shop Vacs, Shower Stall, Trita Coil, Electric Heaters, Flooring Supplies, Tool Chest, Pukide Nailers, Pneumatic Tools, Saw Hoses, Tex Taping, Miter Saws, Shop Lights, Flooring, Sander, Door Hardware, Gas Cans, Hardware, Industrial Fans, Post Jacks, Plumbing/PVC Pipe, Drywall Nails, Electrical Hardware, Lumber, Ladders, Generators, Tapco Brake Buddy, Tapco Sliding Brake, Tapco Chpmp, Scaffolding Ladders, Electrical Jack Hammer, Stepmok Lift, Table Saws, Sanders, Circular Saws, Tile Saws, Granite Counter Top w/ Sink, and more...

Go to www.aarcnetransition.com for more info & pictures

Minneapolis North College
A Member of Minnesota State

PSYCHOLOGY INSTRUCTOR - Itasca Campus
Adjunct/Temporary Part-Time - MSCF Faculty
Anticipated Start Date: August 19, 2024

The Minneapolis North College, Itasca Campus is seeking to hire an Adjunct/Temporary Part-Time Psychology Instructor who is committed to excellence in teaching and learning; using active and experiential learning strategies; creating a student-centered environment; teaching students from a wide variety of backgrounds and working collaboratively with colleagues to create a successful student learning environment.

Education Requirement: Master's degree with a major in Psychology, or a Master's degree with a minimum of 27 graduate quarter/18 semester credits in field.

Email application materials to michelle.zupancich@minnesotastate.edu

Mail application materials to: Michelle Zupancich, Executive Assistant
Minneapolis North College, Vermilion
1900 East Camp St.
Ely, MN 55731

A completed application must include:

• Cover letter

• Resume

• Three (3) professional references with current contact information. Reference letters will not be accepted.

• Copies of college transcripts (original will be required at time of hire).

Review of applicants will begin upon receipt of applications. Open until filled.

AA/EEO Veteran Friendly

LEGAL NOTICES

STATE OF MINNESOTA
COUNTY OF ITASCA
NINTH JUDICIAL DISTRICT
DISTRICT COURT
PROBATE DIVISION
COURT FILE NO.: 31-PR-24-1011

Estate of.
BRIAN K. FOIX /AKA/ BRIAN KIETH
FOIX

Notice and Order of Hearing on Petition
for Formal Summary Assignment or Distri-
bution and Formal Probate of Will.
(Exempt Estate)

Notice is given that a petition has been filed
requesting that the last will and testament
of the decedent, dated October 31, 2018,
be admitted to probate and that the Estate
assets be summarily assigned to Paula Jean
Foix pursuant to the will.

Any objections to the petition must be filed
with the Court prior to or raised at the
hearing. If proper, and if no objections or
claims are filed or raised, the Court may
issue a decree distributing or assigning the
estate's assets.

It is Ordered and Notice is now given that
the Petition will be heard on June 10, 2024
at 8:58 am, by this Court at 123 NE 4th
Street, Grand Rapids, MN 55744.

No formal hearing will be held unless
written objections have been filed with the
Court Administrator. If no objections have
been filed, the requests made in the Petition
will be granted by default.

BY THE COURT

Sarah McBroom
Judge of District Court

Patti Bolstad
Court Administrator

Attorney for Petitioner
Kent E. Nyberg
MN# 80159
Kent E. Nyberg Law Office, Ltd.
20 NE 4th Street, Suite 101
Grand Rapids, MN 55744
(218) 326-9626
nyblaw@paulbunyan.net

Published 5/16, 5/23

STATE OF MINNESOTA
COUNTY OF ITASCA
DISTRICT COURT
NINTH JUDICIAL DISTRICT
PROBATE DIVISION
Court File No.: 31-PR-24- 1141

In Re: Estate of

City of Nashwauk
Hydrant Flushing

The Street Department
will begin flushing
hydrants beginning May
20, 2024. The flushing may
continue periodically for
2-3 weeks. Water may be
discolored during this
process. With questions or
concerns please contact
the Clerk's Office at
218-885-1210

ROBERT GAIL PELLERSELS,
Decedent.

NOTICE OF AND ORDER FOR HEAR-
ING ON PETITION FOR FORMAL
ADJUDICATION OF INTESTACY,
DETERMINATION OF HEIRS, FOR-
MAL APPOINTMENT OF PERSONAL
REPRESENTATIVE AND NOTICE TO
CREDITORS

It is Ordered and Notice is given that on
June 17, 2024 at 8:58 am, a hearing will be
held in this Court at 123 NE 4th Street,
Grand Rapids, Minnesota, on a petition
for the adjudication of intestacy and deter-
mination of Decedent's heirs, and for the
appointment of Gale Pellersels, 258 County
Road 139, Deer River, MN 56636, as per-
sonal representative of the Decedent's estate
in an unsupervised administration.

Any objections to the petition must be
raised at the hearing or filed with the
Court prior to the hearing. If the petition
is proper and no objections are filed or
raised, the personal representative will be
appointed with the full power to administer
the Decedent's estate, including the power
to collect all assets; to pay all legal debts,
claims, taxes, and expenses; to sell real and
personal property, and to do all necessary
acts for the Decedent's estate.

Notice is further given that, subject to
Minn. Stat. § 524.3-801, all creditors having
claims against the Decedent's estate are re-
quired to present the claims to the personal
representative or to the Court within four
(4) months after the date of this notice or
the claims will be barred.

No formal hearing will be held unless
written objections have been filed with the
Court Administrator. If no objections have
been filed, the requests made in the Petition
will be granted by default.

BY THE COURT
Heidi Chandler
Judge of District Court

Patti Bolstad
Court Administrator

LAW OFFICE OF SHAW & SHAW, P.A.
Andrew M. Shaw
MN# 205400
P.O. Box 365
Deer River, MN 56636
Telephone: 218-246-8535

Facsimile: 218-246-8931
e-mail: andrew@shawandshawlaw.com
ATTORNEY FOR PETITIONER

Published 5/16, 5/23

NOTICE OF PUBLIC HEARING
ITASCA COUNTY BOARD OF
COMMISSIONERS
Off-Sale Liquor License

Notice is hereby given that a Public Hear-
ing will be held on Tuesday, May 28th, 2024
beginning at 2:30 pm in the Itasca County
Board Room, 123 NE 4th St, Grand Rapids,
Minnesota.

The purpose of the Public Hearing is to
take comments and concerns regarding is-
suanace of an Off-Sale Liquor License to Cut
Foot Sioux Resort, 44394 State Highway 46,
Deer River, MN 56636.

For further information regarding said
hearing, contact the Itasca County Ad-
ministrative Services Department, Itasca
County Courthouse, 123 NE 4th St, Grand
Rapids, Minnesota 55744, (218) 327-2847.

Katharine Johnson,
Itasca County Licensing Specialist
(Dated May 8, 2024)

Published 5/16

NOTICE OF PUBLIC HEARING
ITASCA COUNTY BOARD OF COMMIS-
SIONERS

Notice is hereby given that a Public Hear-
ing will be held on Tuesday, May 28, 2024,
at 2:30 p.m. in the Itasca County Board
Room, 123 NE 4th St., Grand Rapids,
Minnesota.

The purpose of the Public Hearing is to
address changes to the Park and Recreation
Commission Constitution.

Paper copies of the Park and Recreation
Commission Constitution are available at
the Itasca County Land Department locat-
ed at 1177 LaPrairie Avenue, Grand Rapids,
MN 55744, or call 218-327-2855.

Published 5/16

STATE OF MINNESOTA

COUNTY OF ITASCA
DISTRICT COURT
NINTH JUDICIAL DISTRICT
Court File No.: 31-PR-24-933

In Re: Estate of
Edmond Merle Varin,
Decedent.

NOTICE OF AND ORDER FOR HEAR-
ING ON PETITION FOR FORMAL PRO-
BATE OF WILL AND APPOINTMENT
OF PERSONAL REPRESENTATIVE AND
NOTICE TO CREDITORS

It is Ordered and Notice is given that on
May 28, 2024 at 8:58 am, a hearing will be
held in this Court at 123 4th Street, Grand
Rapids, Minnesota, on a petition for the
formal probate of an instrument purporting
to be the Decedent's Will dated August 18,
2021, and for the appointment of Gordon
Wichterman whose address is 2100 South
Bridge Avenue, No. 380, Weslaco TX 78596
as personal representative of the Decedent's
estate in an unsupervised administration.

Any objections to the petition must be
raised at the hearing or filed with the Court
prior to the hearing. If the petition is prop-
er and no objections are filed or raised, the
personal representative will be appointed
with the full power to administer the
Decedent's estate, including the power to
collect all assets; pay all legal debts, claims,
taxes, and expenses; sell real and personal
property; and do all necessary acts for the
Decedent's estate.

Notice is further given that, subject to
Minn. Stat. § 524.3-801, all creditors
having claims against the Decedent's estate
are required to present the claims to the
personal representative or to the Court
within four (4) months after the date of
this notice or the claims will be barred. No
formal hearing will be held unless written
objections have been filed with the Court
Administrator.

If no objections have been filed, the re-
quests made in the Petition will be granted
by default.

BY THE COURT

Heidi Chandler
Judge of District Court

Patti Bolstad
Court Administrator

KENT E. NYBERG LAW OFFICE LTD
Kent E. Nyberg
MN# 80159
20 NE 4th Street, Suite 101
Grand Rapids, MN 55744
Telephone: (218) 326-9626
Facsimile: (218) 326-9629
e-mail: nyblaw@paulbunyan.net
ATTORNEY FOR PETITIONER

Published 5/9, 5/16

STATE OF MINNESOTA
COUNTY OF ITASCA
DISTRICT COURT
Action to Quiet Title
NINTH JUDICIAL DISTRICT
Court File No. 31-CV-24-739

Brittany L. Madson and Nathaniel L.
Hanson,
Plaintiffs,
v.
Amber Jo Hammerlund,
Defendant.

SUMMONS

THIS SUMMONS IS DIRECTED TO:
Amber Jo Hammerlund, 608 East 25th
Street, Hibbing, MN 55746.

1. YOU ARE BEING SUED. The Plaintiff
has started a lawsuit against you.
The Plaintiff's Complaint against you is
attached to this Summons. Do not throw
these papers away. They are official papers
that affect your rights. You must respond to
this lawsuit even though it may not yet be
filed with the Court and there may be no
court file number on this Summons.
2. YOU MUST REPLY WITHIN 20 DAYS
TO PROTECT YOUR RIGHTS. You must
give or mail to the person who signed this
summons a written response called an
Answer within 20 days of the date on which
you received this Summons. You must send
a copy of your Answer to the person who
signed this Summons located at:
LAW OFFICE OF SHAW & SHAW, P.A.
P.O. Box 365
Deer River, MN 56636

3. YOU MUST RESPOND TO EACH
CLAIM. The Answer is your written
response to the Plaintiff's Complaint. In
your Answer you must state whether you
agree or disagree with each paragraph of
the Complaint. If you believe the Plaintiff

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9	2	5	8	6	3	7	1	4



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 28, 2024

REQUEST FOR BOARD ACTION: RBA-2024-245

DEPARTMENT: Sheriff
PRESENTER: Joe Dasovich

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
2025 Safe Road Zone Grant Program

BOARD ACTION REQUESTED:

Approve and authorize signatures necessary to execute the 2025 Safe Road Zone Grant Program agreement between the State of Minnesota (DPS) and the Itasca County Sheriff's Office.

BACKGROUND:

This grant provides funding to enforce safe practices on US Hwy 169 between Grand Rapids and Keewatin. US HWY 169 between Grand Rapids (MM307) and Keewatin (MM332) in Itasca County is a mostly rural and small community highway corridor of 25 miles that has been the subject of a decades-long improvement study and, more importantly, has experienced both injury and fatal crash rates that are above or exceed what MnDOT considers a critical rate, especially at intersections.

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION:

1. 2025 Safe Road Zone Grant

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



Minnesota Department of Public Safety (“State”) Office of Traffic Safety 445 Minnesota Street, Suite 1620 St. Paul, Minn., 55101	Grant Program: 2025 Safe Road Zone Grant Program Grant Contract Agreement No.: A-SRZ25-2025-ITASCACO-003
Grantee: Itasca County Sheriff’s Office 108 NE 5 th Street Grand Rapids, Minn. 55744-2662	Grant Contract Agreement Term: Effective Date: June 15, 2024 Expiration Date: June 30, 2025
Grantee’s Authorized Representative: Sheriff Joe Dasovich Itasca County Sheriff’s Office 108 NE 5 th Street Grand Rapids, Minn. 55744-2662 (218) 327-7470 joe.dasovich@co.itasca.mn.us	Grant Contract Agreement Amount: Original Agreement \$50,000.00 Matching Requirement \$0.00
State’s Authorized Representative: Kammy Huneke Office of Traffic Safety 445 Minnesota Street, Suite 1620 St. Paul, Minn., 55101 (651) 201-7070 kammy.huneke@state.mn.us	Federal Funding: CFDA/ALN: N/A FAIN: N/A State Funding: P0792A1 - Chap. 68, H.F. No 2887, Sec. 4 Public Safety, Subd. 5 Traffic Safety, enforcement in safe road zones under MN Statutes 169.65 Special Conditions Attached and incorporated into this grant contract agreement. See page 3.

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract agreement.

Term: Per Minn. Stat. § 16B.98, Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per Minn. Stat. § 16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

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

Perform and accomplish such purposes and activities as specified herein and in the Grantee’s approved 2025 Safe Road Zone Grant Program Application [“Application”] which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota Street, Suite 1620, Saint Paul, Minnesota 55101. The Grantee shall also comply with all requirements referenced in the 2025 Safe Road Zone Grant Program Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant contract agreement.

Budget Revisions: The breakdown of costs of the Grantee’s Budget is contained in Exhibit A, which is attached and incorporated into this grant contract agreement. As stated in the Grantee’s Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee’s Application, the Grantee certifies that the matching requirement will be met by the Grantee.



Payment: As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15.

Signed: _____

Date: _____

3. STATE AGENCY

Signed: _____
(with delegated authority)

Title: _____

Date: _____

Grant Contract Agreement No./ P.O. No.A-SRZ25-2025-ITASCACO-003 /3000095487

Project No.(indicate N/A if not applicable): 24-04-01

2. GRANTEE

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

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Distribution: DPS/FAS
Grantee
State's Authorized Representative



Special Conditions:

Survival of grant product: The Grantee must own and maintain property acquired with grant funds in a manner consistent with the original purpose of this grant and in accordance with grantee capital equipment policies and procedures. The Grantee shall not at any time during the useful life of the property (useful life defined as an estimate of the number of years the property remains in usable condition for the purpose intended as set forth in the grant agreement and associated documents), sell, dispose or convert property acquired pursuant to this grant to uses other than those specified, without the prior written approval of Grantor.

Organization: Itasca County

A-SRZ25-2025-ITASCACO-003

Budget Summary

Budget				
Budget Category	State Reimbursement	Local Match		
Overtime Enforcement				
Overtime Enforcement Budget	\$50,000.00	\$0.00		
Total	\$50,000.00	\$0.00		
Total	\$50,000.00	\$0.00		



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 28, 2024

REQUEST FOR BOARD ACTION: RBA-2024-234

DEPARTMENT: Administrative Services

TIME REQUESTED: < 5 Minutes

PRESENTER: John Johnson

AGENDA ITEM:

American Rescue Plan (ARP) Request - Goodland Township

BOARD ACTION REQUESTED:

Consider the American Rescue Plan (ARP) request, in the amount of \$35,000, from Goodland Township for a Community Center Road and Parking Lot Resurfacing project.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. ARP Request - Goodland Township

Motion To: Approve the American Rescue Plan (ARP) request, in the amount of \$35,000, from Goodland Township for a Community Center Road and Parking Lot Resurfacing project.

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

From: noreply@civicplus.com
To: [Brett Skyles](#); [Gail Guck](#); [Amanda Schultz](#); [John Johnson](#)
Subject: Online Form Submittal: American Rescue Plan (ARP) Request Form
Date: Wednesday, May 15, 2024 12:02:37 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:	Goodland Township
Name of Contact:	Holly Henriksen, Clerk
Address:	13502 Community Center Road
City:	Goodland
State:	MN
Zip Code:	55742
Phone Number:	218-348-3620
E-mail Address:	goodlandtownship@gmail.com
Commissioner District:	District 3 - John Johnson
Project Name:	Community Center Road and Parking Lot Resurfacing
Amount Requested:	\$35000
Project Budget & Summary of Project:	Goodland Township is seeking support to enhance the infrastructure of our community. The road leading to our community center, as well as the parking lot and apron in front of the fire department, is in need of attention to improve accessibility and safety for fire personnel, residents and visitors. Township officials were made aware that Itasca County had plans to resurface County Road 560, south of the Goodland Community Center, so they reached out to county engineers to be included with the 560 project. Our project includes resurfacing Community Center Road, the community center parking lot, and the apron in front of the fire department. The overall resurfacing project is estimated at \$70,000.

Your contribution to this project will make a significant impact on the quality of life in Goodland Township. By investing in these upgrades, you are investing in the future of our community and the well-being of its residents. Thank you for your consideration.

Additional Information: *Field not completed.*

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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 28, 2024

REQUEST FOR BOARD ACTION: RBA-2024-241

DEPARTMENT: Administrative Services

TIME REQUESTED: < 5 Minutes

PRESENTER: John Johnson

AGENDA ITEM:

American Rescue Plan (ARP) Request - Goodland Township

BOARD ACTION REQUESTED:

Consider the American Rescue Plan (ARP) request, in the amount of \$35,000, from Goodland Township for a Goodland Volunteer Fire Department Safety project.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. ARP Request - Goodland Township VFD

Motion To: Approve the American Rescue Plan (ARP) request, in the amount of \$35,000, from Goodland Township for a Goodland Volunteer Fire Department Safety project.

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

From: noreply@civicplus.com
To: [Brett Skyles](#); [Gail Guck](#); [Amanda Schultz](#); [John Johnson](#)
Subject: Online Form Submittal: American Rescue Plan (ARP) Request Form
Date: Monday, May 20, 2024 5:50:40 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:	Goodland Township
Name of Contact:	Holly Henriksen, Clerk
Address:	13502 Community Center Road
City:	Goodland
State:	MN
Zip Code:	55742
Phone Number:	2183483620
E-mail Address:	goodlandtownship@gmail.com
Commissioner District:	District 3 - John Johnson
Project Name:	Goodland Volunteer Fire Department Safety
Amount Requested:	35,000
Project Budget & Summary of Project:	The Goodland Volunteer Fire Department provides critical protection to Goodland and the surrounding area. They are currently facing challenges due to the lack of adequate personal safety equipment and an outdated fire rig. Ensuring the safety of these first responders and enhancing their capabilities to protect and serve to the best of their abilities is a high priority. The Goodland Township board would like to request funding upon the location of appropriate equipment.
Additional Information:	<i>Field not completed.</i>

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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 28, 2024

REQUEST FOR BOARD ACTION: RBA-2024-252

DEPARTMENT: Administrative Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Casey Venema

AGENDA ITEM:

American Rescue Plan (ARP) Request - Township of Balsam

BOARD ACTION REQUESTED:

Consider the American Rescue Plan (ARP) request, in the amount of \$35,000, from the Township of Balsam for a Parking Lot and Tennis Court project.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. ARP Request - Township of Balsam

Motion To: Approve the American Rescue Plan (ARP) request, in the amount of \$35,000, from the Township of Balsam for a Parking Lot and Tennis Court project.

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

From: noreply@civicplus.com
To: [Brett Skyles](#); [Gail Guck](#); [Amanda Schultz](#); [Casey Venema](#)
Subject: Online Form Submittal: American Rescue Plan (ARP) Request Form
Date: Monday, May 20, 2024 12:46:10 PM

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American Rescue Plan (ARP) Request Form

AMERICAN RESCUE PLAN (ARP) REQUEST FORM

Entity Name:	Township of Balsam
Name of Contact:	Jerrad Bergren
Address:	41388 Scenic Hwy
City:	Bovey
State:	MN
Zip Code:	55709
Phone Number:	218-244-3589
E-mail Address:	drbergren@bergrenfamilychiro.com
Commissioner District:	District 5 - Casey Venema
Project Name:	Town Hall Parking Lot and Tennis Court
Amount Requested:	35,000
Project Budget & Summary of Project:	We need to replace the parking lot at the Balsam Township Community Center, repair cracks and seal Fire Department Parking lot and are fixing or repairing asphalt on the tennis courts. Estimated cost of \$200,000 for 3 projects.
Additional Information:	<i>Field not completed.</i>

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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 28, 2024

REQUEST FOR BOARD ACTION: RBA-2024-253

DEPARTMENT: Administrative Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Casey Venema

AGENDA ITEM:

American Rescue Plan (ARP) Request - Lone Pine Township

BOARD ACTION REQUESTED:

Consider the American Rescue Plan (ARP) request, in the amount of \$10,000, from Lone Pine Township for a Replacement Greenway Fire Department Fire Truck.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. ARP Request - Lone Pine Township

Motion To: Approve the American Rescue Plan (ARP) request, in the amount of \$10,000, from Lone Pine Township for a Replacement Greenway Fire Department Fire Truck.

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

From: noreply@civicplus.com
To: [Brett Skyles](#); [Gail Guck](#); [Amanda Schultz](#); [Casey Venema](#)
Subject: Online Form Submittal: American Rescue Plan (ARP) Request Form
Date: Monday, May 6, 2024 1:26:48 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:	Lone Pine Township
Name of Contact:	Jon Korpi
Address:	30867 East Shore Drive
City:	Pengilly
State:	MN
Zip Code:	55775
Phone Number:	218-969-4297
E-mail Address:	korpi@scicable.com
Commissioner District:	District 5 - Casey Venema
Project Name:	Greenway Fire Department Replacement Fire Truck
Amount Requested:	\$10,000
Project Budget & Summary of Project:	Lone Pine has a 10 year contract with the Greenway Fire Department and would like to assist the department in purchasing a new truck; in July 2023 the cost was \$560,000.
Additional Information:	<i>Field not completed.</i>

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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 28, 2024

REQUEST FOR BOARD ACTION: RBA-2024-254

DEPARTMENT: Administrative Services

TIME REQUESTED: 30 Minutes

PRESENTER: Casey Venema

AGENDA ITEM:

Interim County Attorney Appointment

BOARD ACTION REQUESTED:

Interim County Attorney Discussion and Appointment

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

Motion To: Proceed to negotiations with the top candidate, J. Austad.

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