ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, June 25, 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	Absent	
Casey Venema	District #5	Present	2:30 PM

II. PLEDGE OF ALLEGIANCE

III. OATHS OF OFFICE

Judge McBroom administered the Oath of Office to Jacob Fauchald, Interim County Attorney.

IV. APPROVAL OF AGENDA

Motion To: Approve the agenda, as presented.

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

V. MINUTES APPROVAL

Motion To: Approve the minutes, as delineated below.

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

1. Approve the minutes of the Tuesday, June 18, 2024 County Board Work Session.

VI. CONSENT AGENDA

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

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

1. Appoint Mail Ballot and Absentee Ballot election judges for the August 13th, 2024 State Primary Election and November 5, 2024 State General Election as follows: Doug Braff, Grace Schuck, Ruth Ann Connolly, Karen Lucachick, John Ferlaak, Karen Ferlaak, Jeff Frazier, Ann Hauser, Louise Koglin-Fideldy, Marge Sutherland, Dwight Kessler, Sheila Hunter, Amy Savela, Peg Dillon, Sammy Christensen, Emily Christensen, Kathy Krook, Gail Guck, Melissa Skoglund, Tony Fremont, Hollie Hornstra, Eva Moore, Jenna Madoll, Michelle Jensen, Kristina Loch, Michael Loidolt, Carolyn Randall and trained alternates as needed.
2. Approve the Purchase of Service Agreement between ICHHS and Absolute Guardian Care for Guardianship and Conservatorship.
3. Approve and accept the 2024/2025 Housing Support Agreements effective July 1, 2024.
4. Approve the donation of 40-50 end-of-life analog monitors to PC's for People.
5. Approve utility license for construction, maintenance and operation of an underground telecommunication line over and across tax-forfeited trust lands in Section 4, township 61, Range 24 and authorize necessary signatures.

VII. REGULAR AGENDA

1. Citizen Input

   Liz Branum, Angie Cagle, Ron Grossman, Samantha Benson, Paul DeRosier, Brian Vroman, Stephanie Lipscy, Bill Olson, Deb Gordon, and Aron Schnaser provided citizen input regarding the recently held Itasca Pride event.

2. Recognition of County Employees

   The following employees were recognized:

   Congratulations to Shelly Braford who was promoted from Eligibility Specialist to Eligibility Investigator in the HHS Department, which was effective June 23, 2024.

   Congratulations to Holly Buescher who was promoted from Eligibility Specialist to Child Support Officer in the HHS Department, which was effective June 23, 2024.

   Farewell to Grace Bryngelson, whose last day as Corrections Officer with the Sheriff's Department, which was effective June 5, 2024, after 1 month of service.

   Farewell to Cindy Shevich, whose last day as Real Estate Specialist with the Land Department, which was effective June 21, 2024, after 16+ years of service.

   Congratulations to Chad Latvala who has accepted a job change from Corrections Sergeant to Deputy Sheriff/Road Deputy in the Sheriff's Department, which was effective June 23, 2024.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

3. Commissioner Warrants

   Motion To: Approve Commissioner Warrants with a check date of June 28, 2024, in the amount of $3,130,367.59.

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

4. ICHHS Warrants

Motion To: Approve the Itasca County Health and Human Services (ICHHS) Department Warrants for June 2024, in the amount of $1,157,256.56.

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

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

Motion To: Approve the American Rescue Plan (ARP) request, in the amount of $15,000, from Goodland Township to assist in the purchase of a fire truck for the Goodland Volunteer Fire Department.

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

6. Northland Reliability Project Presentation

Minnesota Power representative Zach Golkowski provided a presentation regarding the Northland Reliability Project.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

7. IEDC Update

Itasca Economic Development Corporation (IEDC) President & CEO Tamara Lowney, Business Consulting Manager Nichole Arbour, Business Development Manager Matt Shermoen, and Woodland Bank representative Brian Nicklason provided an IEDC update, including information regarding SBDC Business Consulting & Training, Business, Attraction Retention & Expansion, Community Engagement & Outreach, Site Identification & Development, and Energy Transition Community Planning & Grant Writing.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

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

Health Plan Division Manager Sarah Anderson and Minnesota Association of County Health Plans (MACHP) Executive Director Steve Gottwalt provided a County Based Purchasing (IMCare) Division Update/Presentation, including a CARMA Update and 2024 Session Summary from MACHP.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

9. IMCare 2023 Compliance Update

Health Plan Division Manager Sarah Anderson provided an IMCare 2023 Compliance Update.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

10. Itasca County Farm Family of the Year

County Extension Committee members Conley Janssen and David Hayes recognized the Dowell family of Dowell Farm and Gardens as the 2024 Itasca County Farm Family of the Year.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

11. Transfer Station Operations Contract

Motion To: Approve the County Board Chair and others to sign the new Operations Contract with General Waste & Recycling LLC.

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

12. Public Hearing Re: Rezone Application Submitted by Jeff Peterson

Motion To: Resume the Public Hearing Re: Rezone Application Submitted by Jeff Peterson.

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

Motion To: Close the above Public Hearing.

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

Motion To: Deny the Rezone Application submitted by Jeff Peterson, as presented.

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

13. MN DNR Wildlife/Land Department Joint Powers Agreement

Motion To: Approve the Joint Powers Agreement (JPA) by and between the State of Minnesota, acting through its Department of Natural Resources, Wildlife Division and Itasca County, for the purpose of implementing cooperative wildlife projects and authorize necessary signatures, contingent upon County Attorney review.

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

VIII. COMMISSIONER COMMENTS

Commissioner Johnson provided comment regarding the absence of Commissioner Ives due to a recent accident.

County Attorney Jacob Fauchald provided comment regarding hopes and intentions for his role as County Attorney.

IX. CLOSED SESSIONS

X. ADJOURN

Chair Johnson adjourned the meeting at 4:47 PM.

ATTEST

John Johnson
Chair of the County Board

Brett Skyles
Clerk of the County Board

June 25, 2024

Chair:

PULL: None

ADDITIONS: None

CHANGES: None

INFORMATIONAL:

1. Item #7.7 – Additional Information
2. Item #7.12 – Additional Information

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, June 18, 2024 | 2:30 PM | Itasca County Boardroom

DRAFT

WORK SESSION MINUTES

I. CALL TO ORDER

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

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

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Approve the agenda, as presented.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes, as delineated below.

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

1. Approve the minutes of the Tuesday, June 11, 2024 County Board Regular Session.

V. RECOMMENDED FOR CONSENT AGENDA

1. Approve the Purchase of Service Agreement between ICHHS and Absolute Guardian Care for Guardianship and Conservatorship.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 06/25/2024**	**2:30 PM**

2. Approve and accept the 2024/2025 Housing Support Agreements effective July 1, 2024.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 06/25/2024**	**2:30 PM**

3. Approve the donation of 40-50 end-of-life analog monitors to PC's for People.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 06/25/2024**	**2:30 PM**

4. Approve Joint Powers Agreement (JPA) by and between the State of Minnesota, acting through its Department of Natural Resources, Wildlife Division and Itasca County, for the purpose of implementing cooperative wildlife projects and authorize necessary signatures.

RESULT:	**RECOMMENDED FOR REGULAR**	**NEXT: 06/25/2024**	**2:30 PM**

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

RESULT:	**RECOMMENDED FOR CONSENT NEXT: 06/25/2024 2:30 PM**

VI. DISCUSSION / INFORMATIONAL

1. Citizen Input

Connie Freshour provided citizen input regarding the appointment of a County Attorney.

Sheila Jensen provided citizen input regarding Item #6.4 (County Subordinate Service District Discussion) and the appointment of a County Attorney.

2. American Rescue Plan (ARP) Request – Mn-Fish

Motion To: Approve the American Rescue Plan (ARP) request, in the amount of $15,000, from Mn-Fish for an Education/Advocacy 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

RECESS

Chair Johnson recessed the meeting at 3:05 PM.

RECONVENE

Chair Johnson reconvened the meeting at 3:38 PM, with all members present.

3. Public Hearing Re: Off Sale Liquor License for Blackberry Junction LLC

Motion To: Open the Public Hearing Re: Off Sale Intoxicating Liquor License for Blackberry Junction LLC located at 25306 Dove Lane, Grand Rapids, MN.

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: 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 issuance of an Off Sale Liquor License for Blackberry Junction LLC located at 25306 Dove Lane, Grand Rapids, MN.

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

4. County Subordinate Service District Discussion

Health and Human Services (HHS) Director Eric Villeneuve and Commissioner Casey Venema provided information regarding the possibility of a County Subordinate Service District for the Nashwauk Ambulance Service.

Motion To: Continue the discussion regarding County Subordinate Service Districts between the County, City of Nashwauk, and other government agencies to include a road map to chart out next steps.

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

5. Public Hearing Re: Rezone Application Submitted by Jeff Peterson

Motion To: Open the Public Hearing Re: Rezone Application Submitted by Jeff Peterson to rezone properties from Rural Residential to Recreational Commercial for properties located at 19-017-1307, 19-017-1308, and 19-017-4203. All aye.

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

Motion To: Continue deliberations relative to the Rezone Application submitted by Jeff Peterson to the County Board's June 25, 2024 Regular Agenda.

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

6. Itasca County Tourism Economic Impact Report

Visit Grand Rapids Executive Director Megan Christianson provided a presentation regarding the 2024 Itasca County Economic Impact.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

7. Declaration of Vacancy

Motion To: Declared a vacancy in the elected County Attorney position.

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

8. Appointment to Fill Elected County Attorney Vacancy

Motion To: Appoint Jacob Fauchald to fill the elected Itasca County Attorney vacancy pursuant to Minn. Stat. Sec. 375.08 upon giving the bond and taking the oath as required by law with such appointment to be effective June 25, 2024 at a salary of one hundred forty thousand dollars ($140,000).

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

VII. COMMITTEE REPORTS

Commissioners Venema and Johnson reported on their attendance at the recent Grand Village Years of Service dinner.

Commissioner Johnson reported on his attendance at a recent Arrowhead Regional Development Commission (ARDC) meeting.

VIII. ADMINISTRATOR UPDATE

IX. COMMISSIONER COMMENTS

Commissioner Ives provided comment regarding the recent passing of a bill which makes it more difficult to collect on bad debt.

Commissioner Johnson provided comment regarding the recently announced IRRRB recreational grants and interest in reviewing the current lease relative to the boat landing at the Canisteo Mine Pit to potentially reintroduce the landing to public and/or public safety use.

X. CLOSED SESSIONS

XI. ADJOURN

Chair Johnson adjourned the meeting at 5:46 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, June 25, 2024

REQUEST FOR BOARD ACTION: RBA-2024-277

DEPARTMENT: Auditor / Treasurer
TIME REQUESTED: < 5 Minutes
PRESENTER: Austin Rohling

AGENDA ITEM:
Mail Ballot and Absentee Election Judges

BOARD ACTION REQUESTED:
Appoint Mail Ballot and Absentee Ballot election judges for the August 13th, 2024 State Primary Election and November 5, 2024 State General Election as follows: Doug Braff, Grace Schuck, Ruth Ann Connolly, Karen Lucachick, John Ferlaak, Karen Ferlaak, Jeff Frazier, Ann Hauser, Louise Koglin-Fideldy, Marge Sutherland, Dwight Kessler, Sheila Hunter, Amy Savela, Peg Dillon, Sammy Christensen, Emily Christensen, Kathy Krook, Gail Guck, Melissa Skoglund, Tony Fremont, Hollie Hornstra, Eva Moore, Jenna Madoll, Michelle Jensen, Kristina Loch, Michael Loidolt, Carolyn Randall and trained alternates as needed.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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

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

Tuesday, June 25, 2024

REQUEST FOR BOARD ACTION: RBA-2024-262

DEPARTMENT: Health & Human Services **TIME REQUESTED:** < 5 Minutes
PRESENTER: Eric Villeneuve

AGENDA ITEM:
Absolute Guardian Care Purchase of Service Agreement

BOARD ACTION REQUESTED:
Approve the Purchase of Service Agreement between ICHHS and Absolute Guardian Care for Guardianship and Conservatorship.

BACKGROUND:
Itasca County has had private agencies under contract to provide guardianship and conservatorship services to our residents. Due to two of the agencies ending their contracts, we only have one provider currently, LSS (Lutheran Social Services). Absolute is a local company with a reputation for providing quality services. Absolute is interested in establishing a contract with ICHHS to provide this service, which will only increase in need as our population ages.

COUNTY ATTORNEY REVIEW: No

SUPPORTING DOCUMENTATION:
1. Absolute Guardian Care 2024

06/18/2024

RESULT:	**RECOMMENDED FOR CONSENT NEXT: 06/25/2024 2:30 PM**

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

ITASCA COUNTY HEALTH AND HUMAN SERVICES
1209 SE 2nd Avenue
Grand Rapids, Minnesota 55744

PURCHASE OF SERVICE AGREEMENT

The ITASCA COUNTY HEALTH AND HUMAN SERVICES, 1209 SE 2ND AVENUE, GRAND RAPIDS, MINNESOTA 55744, hereafter referred to as the "Agency", and **ABSOLUTE GUARDIAN CARE, 1407 NW 4TH STREET, GRAND RAPIDS, MN 55744,** hereafter referred to as the "Contractor", enter into this Agreement for the period from **07/01/2024 THROUGH 12/31/2024.**

WITNESSETH

WHEREAS, the Contractor is an approved vendor according to published county criteria or certified by the Public Agency ITASCA COUNTY HEALTH AND HUMAN SERVICES to provide **GUARDIANSHIP AND CONSERVATORSHIP** to persons; and

WHEREAS, the Agency, pursuant to Minnesota Statutes, Sections 373.01 and 373.02, wishes to purchase such program services from the Contractor; and

WHEREAS, the Contractor represents that it is duly qualified and willing to perform such services;

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth, the Agency and Contractor agree as follows:

I. CONTRACT GENERAL

A. Contractor's Duties:

1. Attached to this Agreement as Exhibit "A" will be items **a through g** as follows:

   a. **Description of services**.
   b. **Exposition of staffing**, including job description and professional qualifications of personnel.
   c. **Organizational chart** with names and positions.
   d. **Line item budget**.
   e. **Proof of professional/commercial liability insurance**, (photocopies should include expiration date and amount of coverage).
   f. **Proof of Worker's Compensation**, (photocopies should include expiration date).
   g. **Operating license** (photocopy, when applicable).

2. Attached to this Agreement as Exhibit "B", when applicable, are specific duties of the Contractor, as the Agency deems necessary, for the delivery and accountability of client services.

3. The Contractor shall, in writing within ten (10) days, notify the Agency whenever it is unable to, or going to be unable to, provide the required quality or quantity of purchased services. Upon such notifications, Agency shall determine whether such inability will require modification or cancellation of said Agreement.

B. Cost and Delivery of Purchased Services:

1. The Contractor certifies that the services to be provided under this Agreement are not available without cost to eligible clients. The Contractor further certifies that payment claims for purchased services will be in accordance with rates of payment which do not exceed amounts reasonable and necessary to assure quality of service. The Contractor further certifies that rates of payment do not reflect any administrative or program costs assignable to private pay or third-party pay service recipients.

2. Purchased services will be provided to guardianships, conservatorships and representative payees established within **ITASCA COUNTY**, however client ay reside outside of county.

C. Safeguard of Client Information:

1. The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in Minnesota Statutes, Chapter 13, and the Health Insurance Portability and Accountability Act of 1996 (45 C.F.R. Part 160-164), or for any purpose not directly connected with the Agency's or Contractor's responsibility with respect to the purchased services hereunder is prohibited. The collection, use, maintenance and dissemination of data on clients shall be in accordance with the laws of Minnesota and the United States applicable to the data. The Contractor shall assure compliance with Minnesota Statute Section 13.46, subd. 10, Para. (b).

   a. The parties hereto recognize that data collected, used, exchanged, and disseminated for the administration and management of activities and programs authorized by this Agreement may be classified by State or Federal Law as private or confidential. The parties agree that such data will be collected, used, exchanged, and disseminated consistent with the requirements of law applicable to that data, including the Minnesota Data Practices Act, Minn. Stat. §§ 13.01 et seq., as amended, the Rules of the Commissioner of Administration promulgated there under, MN Rules 1205.0100 et seq., as amended, and the Health Insurance Portability and Accountability Act of 1996 (45 C.F.R. Part 160-164). To the extent necessary for the administration and management of activities and programs herein provided and as otherwise specifically authorized by law, private and confidential data may be exchanged and disseminated between the respective parties, including their legal representatives.

   b. (When applicable) In accordance with MN Rules 1205.0200 Subpart 14D. it is agreed that the Contractor shall be the responsible authority for that nonprofit corporation.

2. The Agency and Contractor shall insure that a joint release of information document is completed to permit mutual exchange of information between Agency and Contractor.

D. Equal Employment Opportunity and Civil Rights and Nondiscrimination:

1. (When applicable) the Contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000e); including Executive Order No. 11246, and Title VI (42 USC 2000d); and the Rehabilitation Act of 1973, as amended by Section 504;

2. (When applicable) the Contractor certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363A.36. This section only applies if the grant is for more than $100,000, and the Contractor has employed forty or more full-time employees within the State of Minnesota on a single working day during the previous 12 months.

E. Fair Hearing and Grievance Procedures:

1. The Agency agrees to provide for a fair hearing and grievance procedure in conformance with Minnesota Statutes, Section 256.045, and in conjunction with the fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services.

F. Conditions of the Parties' Obligations:

1. It is understood and agreed that in the event the reimbursement to the Agency from State and Federal sources is not obtained and/or continued at a level sufficient to allow for the purchase of the indicated quantity of purchased services, the obligations of each party hereunder shall thereupon be terminated.

2. This Agreement may be canceled by either party at any time, with or without cause, upon thirty (30) days notice, in writing, delivered by mail or in person.

3. Before the termination date specified in Page 1 of this Agreement the Agency may evaluate the performance of the Contractor in regard to terms of this Agreement to determine whether such performance merits renewal of this Agreement.

4. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this Agreement.

5. No claim for services furnished by the Contractor, not specifically provided in the Agreement, will be allowed by the Agency, nor shall the Contractor do any work or furnish any material not covered by this Agreement, unless this is approved in writing by the Agency. Such approval shall be considered to be a modification of the Agreement.

6. In the event that there is a revision of Federal regulations which might make this Agreement ineligible for Federal financial participation, all parties will review the Agreement and renegotiate those items necessary to bring the Agreement into compliance with the new Federal regulations.

G. Subcontracting:

1. The Contractor agrees not to enter into subcontracts for any of the work contemplated under this Agreement without written approval of the Agency.

2. All subcontractors must be subject to and must meet all of the requirements of this Agreement.

3. The Contractors must ensure that any and all subcontracts to provide services under this Agreement must contain the following language:

The subcontractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary, and as a third-party beneficiary, is an affected party under this Agreement. The subcontractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or may sue the provider for any appropriate relief in law or equity, including but not limited to rescission, damages, or specific performance, of all or any part of the Agreement. Minnesota Department of Human Services is entitled to and may recover from the provider reasonable attorney's fees, costs, and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision must not be construed to limit the rights of any party to the Agreement or any other third-party beneficiary, nor must it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver or immunity.

4. The Contractor agrees to be responsible for the performance of any subcontractor to ensure compliance to the subcontract and Minnesota Rules, part 9525.1870, subpart 3.

H. Contractor Interested in Agreement:

1. No county official or deputy or clerk or employee of such official shall be directly or indirectly interested in any agreement, contract, work, labor, or business to which the County is a party or in which it is or may be interested or in the furnishing of any article to, or the purchase or sale of any property, real or personal, by the County, or of which the consideration, price, or expense is payable from the County treasury. Any violation of the provisions of Minnesota Statutes, Section 382.18, shall be a gross misdemeanor.

I. Contractor Debarment, Suspension and Responsibility Certification:

Federal Regulations 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Section 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/Agency. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By Signing This Agreement, The Contractor Certifies That It And Its Principals* And Employees:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency; and

b. Have not within a three-year period preceding this contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

c. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

d. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Agreement are in violation of any of the certifications set forth above.

e. Shall immediately give written notice to the Contracting Officer should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing: a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

* “Principals” for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

Directions for On Line Access to Excluded Providers

To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at https://oig.hhs.gov.

If you do not have access to the website, and/or need the information in an alternative format, contact: Crissy Krebs, Business Division Manager, Itasca County Health and Human Services at (218) 327-6152.

J. Miscellaneous:

1. 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 agreements presently in effect between the Contractor and any county social services agency relating to the subject matter hereof.

2. The Contractor acknowledges and agrees that the Minnesota Department of Human Services is a third- party beneficiary and, as a third-party beneficiary, is an affected party under this Agreement. The Contractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or sue the Contractor for any appropriate relief in law or equity, including, but not limited to, rescission, damages, or specific performance, of all or any part of the Agreement between the County Board and the Contractor. The Contractor specifically acknowledges that the County Board and the Minnesota Department of Human Services are entitled to and may recover from the Contractor reasonable attorney's fees and costs and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision shall not be construed to limit the rights of any party to the Agreement or

any other third-party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity.

3. The Contractor agrees to acknowledge the Agency in the credits of advertisements and publicity.

4. (When applicable) The placement agreements between vendors and counties, other than Itasca, to provide services to out-of county clients under this Agreement must contain a provision stating that the county signing the placement agreement will either (1) pay the costs of other social services rendered by Itasca County or other providers that are under contract with Itasca County; and (2) will be responsible for billing Medical Assistance, Medicare, private insurance, or third-party payer.

   At the time the social service is rendered, the vendor will instruct the provider to bill the county of financial responsibility directly. Any county placing a child in Itasca County will be financially responsible for any and all placement costs for that child, including but not limited to placements in secure and/or shelter facilities whether by police hold or any other means.

   Itasca County will not be financially responsible for any placement costs for out of county children unless prior authorization is obtained from Itasca County Health and Human Services.

5. (When applicable) The Contractor agrees to bill all pay sources including third party insurances and obtain a denial prior to submitting a claim to Itasca County Health and Human Services. In the event the service is not covered by the third party payer, a denial must be submitted with the claim to Itasca County Health and Human Services. Payment will not be made without such denial. A denial reason for anything other than "non-covered service" does not constitute county coverage; for example: not billing within the allowed time frame for a particular carrier, wrong procedure code, diagnosis code, etc.

6. Itasca County will not pay for two placements that occur on the same date of service.

II. Contract Specific

A. Contractor's Duties

1. The Agency agrees to purchase and the Contractor agrees to furnish the following:

   Absolute Guardian Care

   - **Complete all roles/responsibilities of Guardian/Conservator as defined in MN Statute (524.5-418) (524.5-313)**
   - **File annual accounting reports with the court.**
   - **Maintain client data per HIPAA requirements.**
   - **Maintain professional liability insurance and bonds.**

   Guardianship or Conservator: $60.00 per hour

2. The total amount to be paid for purchased services described in "A.1." shall not exceed **$65,000.00 ITASCA COUNTY PAID.**

B. Eligibility for Services:

1. The parties understand and agree that the eligibility of the client to receive the purchased services is to be determined in accordance with eligibility criteria established by the Agency.

   a. It is understood and agreed by the parties that, for fee eligible recipients, fees shall be charged and collected in accordance with fee policy and schedules adopted by the County Board of Commissioners.

   b. The Contractor shall not charge any program or service fee to social services eligible clients except in accordance with "B.1.a." above.

c. (When applicable) When the Agency has determined that the client is no longer eligible to receive purchased services or that services are no longer needed or appropriate, the Agency must notify the Contractor within 5 days of the determination. The Agency must notify the client of proposed termination of services in writing at least 10 days prior to the proposed agency action and of the client's right to appeal this proposed agency action.

d. (When applicable) The Contractor must notify the Agency and the client in writing whenever the Contractor proposes to discharge or terminate service(s) to a client. The notice must be sent at least 10 days prior to the proposed date of discharge or termination, and must include the specific grounds for discharge or termination of service(s). The Contractor must not discharge or terminate services to a client prior to the proposed date unless delay would seriously endanger the health, safety, or well-being of other residents or service recipients.

e. (When applicable) The Contractor must establish written procedures for discharging a client or terminating services to a client. The written procedures must include:

1) Preparation of a summary of findings, processes, and plans to be transmitted with the client;

C. Payment for Purchased Services:

1. Certification of expenditures: The Contractor shall, within five (5) working days following the last day of each calendar month, submit a standard invoice for social services purchased to Itasca County Health and Human Services. The invoice shall show: (1) total program and administrative expenditures for the month and (2) an itemized account of each social services eligible individual, identifying service(s) provided, number of units, cost per unit and service dates, including administrative costs allocated to the provision of purchased services to reimbursement eligible clients.

2. All bills for a specific month of service **must** be in to the Agency within five days of end of service month; example, services given in January can be received no later than the fifth working day of February. **Bills older than five weeks may be rejected** due to the variety of funding sources that are utilized by the Agency.

3. Payment: The Agency shall, within thirty (30) days of the date of receipt of the invoice, make payment to the Contractor for all reimbursement eligible clients identified on the invoice.

D. Recording Requirements or Accountability:

1. The Contractor agrees to maintain records and documents which sufficiently and properly reflect all direct and indirect services provided to clients covered by this Agreement. Documentation includes, but is not limited to, statements relating to Client Identifying Information, all available intake data, treatment plan, progress data, discharge plan, evidence of eligibility and redetermination of eligibility status, court orders when appropriate, and a proper release of information allowing the Contract Manager at the Agency, or other Agency designee, access to the above mention data.

E. Audit and Record Disclosures:

1. The Contractor Shall:

a. Allow personnel of the Agency, the Minnesota Department of Human Services, or their representative, access to the Contractor's facility and records at reasonable hours to exercise their responsibility to monitor purchased services.

(1) Permit the Contract Manager or other personnel of the County, through the Agency, access to the Contractor's facility to conduct site visits, as deemed necessary, to determine compliance with this Agreement and to evaluate the quality of services provided under this Agreement. Such visits may be made with prior notice at any time within the hours of operation of the Contractor. The Contractor shall be furnished a summary of any reports prepared as a result of the visit.

(2) The Agreement gives the Agency, DHS, and the U.S. Department of Health and Human Services the authority to copy program and fiscal records.

b. Provide the Agency with information about fees collected and the fee source.

c. Maintain all records pertaining to the Agreement at **ABSOLUTE GUARDIAN CARE, 1407 NW 4TH STREET, GRAND RAPIDS, MN 55744** for four (4) years for audit purposes.

d. Comply with policies of the Minnesota Department of Human Services regarding social services recording and monitoring procedures, as defined in the Department of Human Services Social Service Manual, and the administrative rules of the State Agency.

e. If the collection of social services fees is delegated to the Contractor, the Contractor must provide the Agency with information about fees collected and the fee sources.

2. Books, records, documents and accounting procedures and practices of the Contractor relative to the Agreement are subject to examination by the Agency.

F. Bonding, Indemnity, Insurance, and Audit Clause:

1. Bonding: The Contractor shall obtain and maintain at all times, during the term of this Agreement, a fidelity bond covering the activity of its personnel authorized to receive or distribute monies.

2. Indemnity: The Contractor agrees that it will at all times indemnify and hold harmless the Agency from any and all liability, loss, damages, costs or expenses which may be claimed against the Agency or Contractor;

a. By reason of any service client's suffering personal injury, death, or property loss or damages either while participating in or receiving from the Contractor the care and services to be furnished by the Contractor under this Agreement, or while on premises owned, leased or operated by the Contractor, or while being transported to or from said premises in any vehicle owned, operated, chartered or otherwise contracted for by the Contractor or his assigns; or

b. By reason of any service client's causing injury to another person, or damage to the property of another person during any time when the Contractor or his assigns or employee thereof has undertaken, or is furnishing the care and service called for under this Agreement.

c. The Contractor agrees to comply with the Agency's/Itasca County's Indemnification and Insurance Policy attached to this Agreement as Exhibit "C."

3. Insurance: The Contractor further agrees, in order to protect itself and the Agency under the indemnity provisions set forth above, to at all times during the term of this Agreement, have and keep in force a professional/commercial liability insurance policy in the amount of **$1,500,000.00** for total injuries or damages arising from any one incident and **$3,000,000.00** general aggregate. Worker's Compensation shall be provided per Minnesota statutory limits and Employer's Liability shall be in the amount of Bodily Injury by Accident: **$500,000.00** each Accident, Bodily Injury by Disease: **$500,000.00** each employee, Bodily Injury by Disease: **$500,000.00** policy limit. When transportation is provided by the Contractor, said Contractor shall have and keep in force automobile liability in the amount of **$1,500,000.00** for bodily injury and property damage covering owned, non-owned and hired automobiles. Itasca County Health and Human Services must be named additional insured. The Contractor agrees to comply with the Agency's/Itasca County's Indemnification and Insurance Policy attached to this Agreement as Exhibit "C."

4. Audit: The Contractor agrees that within sixty (60) days of the close of its fiscal year, unless a later date is agreed upon between the Agency and the Contractor, an audit will be conducted by an Accountant which will meet the requirements of the Single Audit Act of 1996, P.L. 104-156 and Office of Management and Budget, Circular No. A-133. Contractors not meeting the $750,000 minimum requirement of expending federal dollars in a single fiscal year for single audits will be required to complete a yearly financial statement. After completion of the audit and/or financial statement, a copy

of the report must be filed with the Agency. The books, records, documents, and accounting procedures of the vendor or party receiving public funds are subject to audit by the state auditor.

5. The Contractor certifies that the organization is in compliance with the workers compensation insurance requirements of Minnesota Statutes, section 176.181, subdivision 2 as reflected in the attached proof of insurance.

G. Noncompliance

1. If the Contractor fails to comply with the provisions of this Agreement, the Agency may seek any available legal remedy.

2. Either party must notify the other party within 30 days when a party has reasonable grounds to believe that this Agreement has been or will be breached in a material manner. The party receiving such notification must have 30 days, or any other such period of time as mutually agreed to by the parties, to cure the breach or anticipatory breach.

H. Independent Contractor.

1. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the Contractor as the agent, representative or employee of the Agency for any purpose or in any manner whatsoever. The Contractor is to be, and shall remain, an independent contractor with respect to all services performed under this Agreement. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement; that all personnel of the Contractor or other persons, while engaged in the performance of any work or services required by the Contractor under this Agreement, shall have no contractual agreement with the Agency and shall not be considered employees of the Agency and any and all claims that may or might arise under the Unemployment Compensation Act or the Workers Compensation Act of the State of Minnesota on behalf of said personnel arising out of employment or alleged employment, including without limitation, claims of discrimination against the Contractor, its officers, agents, contractors or employees, shall in no way be the responsibility of the Agency; and that the Contractor shall defend, indemnify and hold the Agency, its officers, agents and employees, harmless from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other person shall neither require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the County, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, workers compensation, employment insurance, disability, severance pay and PERA.

BY _____ BY _____
(Director, Itasca County Health and Human Services) (Director, Contracting Agency)

DATED _____ DATED _____

BY _____ BY _____
(Chairperson, Itasca County Board of Commissioners) (Chairperson, Board of Contracting Agency)

DATED _____ DATED _____

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

Tuesday, June 25, 2024

REQUEST FOR BOARD ACTION: RBA-2024-281

DEPARTMENT: Health & Human Services **TIME REQUESTED:** < 5 Minutes
PRESENTER: Christine Krebs

AGENDA ITEM:
2024/2025 Housing Support Agreements

BOARD ACTION REQUESTED:
Approve and accept the 2024/2025 Housing Support Agreements effective July 1, 2024.

BACKGROUND:
Paid with state waiver dollars, no county dollars are expended. Agreement rates are set by the state.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. HOUSING SUPPORT INDIVIDUAL LIST FOR BOARD 2024-2025
2. Housing Support with supplemental services list for Board 2024-2025
3. HOUSING SUPPORT CORP LIST FOR BOARD 2024-2025 (2)

06/18/2024

RESULT:	**RECOMMENDED FOR CONSENT NEXT: 06/25/2024 2:30 PM**

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

INDIVIDUAL GROUP RESIDENTIAL HOUSING AGREEMENTS EFFECTIVE 7/1/24 THRU 6/30/25 MONTHLY $1,170.00 DAILY $38.47

GIBEAUS ADULT FOSTER CARE

NEWMAN-TRUDEL REBEKAH

NORRIS, JOANNE

RIMA, DARLA & ROB

SCHULTZ, KARI

WILSON, EVA

WOKASCH, MICHAEL & BARBARA (WOKASCH I)

CORPORATE HOUSING SUPPORT AGREEMENTS FOR HOMES THAT ARE LICENSED FOR SUPPLEMENTAL SERVICES EFFECTIVE 7/1/24 THRU 6/30/25
MONTHLY $1,170.00 DAILY $38.47
WITH A MAX SUPPLEMENTAL SERVICE PAYMENT OF $494.91 PER MONTH

NORTHLAND BEACON HILL

CORPORATE HOUSING SUPPORT AGREEMENTS EFFECTIVE 7/1/24 THRU 6/30/25 MONTHLY $1,170.00 DAILY $38.47
(FORMERLY GRH AGREEMENTS)

AMERICARE LODGE

AUTUMN LANE INC.

BIGFORK VALLEY VILLA

BROOKSTONE MANOR

CEDAR VALLEY HOMES, INC. AKA MCKINNEY LAKE HOUSE

DIAMOND WILLOW ASSISTED LIVING EAGLE PINES (GR #1)

DIAMOND WILLOW ASSISTED LIVING MISSISSIPPI STE (GR #2)

DUNGARVIN RIVER

DUNGARVIN 13TH

FACES NORTH

GARDEN COURT CHATEAU

HILLCREST-NASHWAUK

HOME AND COMFORT, INC

HOPE HOUSE 1 COMMUNITY SETTING

HOPE HOUSE 2 COMMUNITY SETTING

LUTHERAN SOCIAL SERVICE GARLAND

LUTHERAN SOCIAL SERVICE DREAMCATCHER

LUTHERAN SOCIAL SERVICE 5TH AVE SLS

LUTHERAN SOCIAL SERVICE RIVERKNOT

MAJESTIC PINES GRAND LLC

MAPLE WOODS INC

MCOCS GRAND RAPIDS

NHS ALPINE

NHS MIDWAY II

NHS VIKING

NHS WHITE PINE

NORTHLAND 1307 S POKEGAMA – POKEGAMA PLACE

NORTHLAND 402 SE 13TH ST MAPLEWOOD

NORTHLAND SISEEBAKWET RANCH

NORTHLAND – SYLVAN BAY

NORTHLAND SPEARS PLACE

NORTHWOODS VILLA INC HOUSE 1

NORTHWOODS VILLA INC HOUSE 2

NORTHWOODS VILLA INC HOUSE 3

NORTHWOODS VILLA INC HOUSE 4

OAK HILLS

OAKRIDGE BIRCHCOURT

OACKRIDGE WILLOW

ORION BASS BROOK

ORION BAYSIDE

ORION CLOVER

ORION MAPLE

ORION NORTHWEST

ORION RIVERSIDE

ORION 833 SOUTHWEST

ORION WESTWOOD

RESIDENTIAL LIVING SOLUTIONS RIVER HOUSE

RESIDENTIAL LIVING SOLUTIONS LAKE HOUSE

RIVER GRAND, INC.

SUGAR BROOK VILLA

THE EMERALDS

THRIVE BEHAVIORAL NETWORK

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

Tuesday, June 25, 2024

REQUEST FOR BOARD ACTION: RBA-2024-271

DEPARTMENT: Management Information Services **TIME REQUESTED:** < 5 Minutes
PRESENTER: Christopher Worth

AGENDA ITEM:
Donation of Equipment

BOARD ACTION REQUESTED:
Approve the donation of 40-50 end-of-life analog monitors to PC's for People.

BACKGROUND:
N/A

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

06/18/2024

RESULT:	**RECOMMENDED FOR CONSENT NEXT: 06/25/2024 2:30 PM**

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

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

Tuesday, June 25, 2024

REQUEST FOR BOARD ACTION: RBA-2024-237

DEPARTMENT: Land Department
PRESENTER: Cindy Shevich

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Utility License for Arvig Enterprises, Inc. on Tax-Forfeited Trust Land

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

BACKGROUND:
This License is for construction of underground telecommunication lines running parallel with Bass Lake Park Road for a term of 10 years.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. License for approval Arvig Bass Lake Park Rd

06/18/2024

RESULT:	**RECOMMENDED FOR CONSENT NEXT: 06/25/2024 2:30 PM**

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

ITASCA COUNTY UTILITY LICENSE

This license ("License") is granted this ____ day of _____, 2024, by Itasca County on behalf of the State of Minnesota in trust for the taxing districts (hereinafter Itasca County); pursuant to the provisions of Minnesota Statutes Section 282.04, Subd. 4, which states the County Auditor with approval of the county board is authorized to grant easements or permits on unsold tax-forfeited land for telecommunications and electric power lines, either by underground cable or conduit or otherwise.

NAME AND ADDRESS OF LICENSEE: Arvig Enterprises, Inc., 150 Second Ave. Southwest, Perham, MN 56573

LICENSE FEE: Three hundred Fifty-six Dollars and no/100ths ($356.00) (sum of $50.00 application fee, $306.00 land value, and $0 timber value)

TERM: The initial term of this non-exclusive License shall commence on the date set forth above, and shall end at 12:00 a.m. on . The term of this License is ten (10) years from the date of execution, subject to termination as provided herein.

PURPOSE OF LICENSE: This License is granted unto Licensee, its heirs, successors and assigns, until terminated as hereinafter provided, full right and authority to enter at any time upon and across and under a strip of land nine (9) feet in width, located no closer than three feet (3') off the edge of the road, known as Bass Lake Park Road and running parallel with the existing road, as determined by the Itasca County Land Department as an acceptable License location and is located on the parcels hereinafter described, to erect, maintain, repair, upgrade, rebuild, relocate, operate and patrol underground lines, including the right to erect poles and other telecommunication 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, under the covenants and agreements of Licensee to use the following described lands:

Located within the following lands as shown on the attached Exhibits heretofore referred to as "Licensed Premises", and whose general location is listed below for reference:

Government Lot Two (2), Section Four (4), Township Sixty-one (61), Range Twenty-four (24) West.

Licensee shall also have the right of reasonable access to the Licensed Premises for the purposes described herein, over and across real property owned by the State of Minnesota in trust for the taxing districts adjacent to the Licensed Premises, with the specific access location to be designated by Itasca County, as manager of said lands, within a reasonable time upon request by Licensee, its contractors, agents, or assigns.

This License is granted pursuant to and subject to the terms of Itasca County Utility Permit to Construct dated October 20, 2022.

For the purpose of this License, "Utility" means any telephone and electric power line either by underground cable or conduit or otherwise, sewer and water lines, highways, recreational trails, railroads, and pipe lines for gas, liquids, or solids in suspension as authorized by Minn. Stat. 282.04, subd. 4.

DISCLAIMER: Licensee agrees to hold Itasca County and State of Minnesota in trust for the taxing districts harmless in regard to the legal descriptions provided by Licensee. Itasca County is relying on ownership information and license legal descriptions provided by Licensee. The grant herein is limited to parcels owned by the State of Minnesota in trust for the taxing districts. Itasca County makes no representations or warranties as to the ownership of the parcels crossed by this License, and assumes no liability for any errors or costs for corrections in that regard. The License granted herein is limited to the interest of the tax-forfeited trust, if any.

This License is granted subject to the following terms:

1. At the end of the License period and if both parties wish to renew, the renewal fee and time period will be based on Itasca County policy at that time.

2. This License is issued for underground telecommunication line utility purposes.

3. Pursuant to Minnesota Statutes Section 282.04, Subd. 4., this License shall be cancelable upon reasonable notice by Itasca County for violation of any of its terms or if at any time its continuance will conflict with a public use of the land over or upon which it is granted, or for any other reason.

   In the event this License in cancelled or terminated under this Paragraph, Licensee shall remove all of Licensee's personal property, at Licensee's expense, from the Licensed Premises within one (1) year from the date of cancellation or termination.

4. If at any time the Itasca County shall deem it necessary to make any improvements or changes on all or any part of the road right-of-way or Licensed Premises on which this licensed utility and their ancillary facilities are located, then and in such event, Licensee shall within 15 days after written notice from Itasca County, or its authorized agent, proceed to alter, change, vacate or remove said utility and their ancillary facilities from the Licensed Premises so as to conform to said road changes and as directed by Itasca County. Such work shall be done without any cost whatsoever to Itasca County and shall be completed within the date specified in said written notice. Licensee shall assume all liability and hold Itasca County harmless from any and all claims of damage of any nature whatsoever occasioned by reason of not having removed said utility and their ancillary facilities within the time specified in said notice.

5. Itasca County, the State of Minnesota, or an authorized lessee thereof, under any minerals exploration lease or mining lease, or their respective successors or assigns, shall have the right to request the removal of the licensed utilities and their ancillary facilities from the Licensed Premises or the area in which they are situated, upon not less than three (3) years' written notice to the Licensee, to facilitate the mining of minerals or materials located in, under or upon the Licensed Premises. In the event Itasca County, the State of Minnesota, or a lessee under a minerals exploration lease or mining lease requests removal of the utilities and their ancillary facilities from the Licensed Premises, Itasca County shall explore any reasonable alternative location on adjacent or nearby land owned by Itasca County or the State of Minnesota in trust for the taxing districts, for Licensee's relocation, consent for which shall not be

unreasonably withheld by Itasca County or the State of Minnesota in trust for the taxing districts. All costs for removal or relocation of Licensees' utilities and their ancillary facilities shall be paid by the Licensee, or its successors or assigns. Itasca County and the State of Minnesota reserve the right to access and remove County and State-owned iron bearing minerals and lean ore materials from Licensed Premises and adjacent lands.

6. Unless otherwise authorized by Itasca County, within one (1) year from the surrender, expiration or cancellation of this License, Licensee shall remove from the Licensed Premises all the utilities and their ancillary facilities owned, installed or maintained by it. If Licensee does not remove such utilities and their ancillary facilities, all such utilities and facilities remaining shall become the property of Itasca County, to be used or disposed of as Itasca County elects. Licensee agrees to pay Itasca County for the costs of removing and disposing of such utilities and their ancillary facilities.

7. Licensee agrees, at its expense, to comply with all federal, state and local laws and regulations, including municipal ordinances, affecting Licensed Premises or the area in which they are situated and keep them in a neat and orderly condition, and shall remove all refuse and debris that may accumulate thereon. Licensee shall comply with the requirements of the Wetland Conservation Act of 1991 (Laws of Minnesota 1991, Chapter 354), any amendments thereto, and the rules adopted thereunder. Licensee is bound by the crossing location and installation method as detailed in any associated applications and permits and as approved by the Itasca County. Licensee shall not deviate from the terms and conditions of this License or any applications or permits as approved by the State unless it has first obtained written permission from the Itasca County Land Department and the appropriate permitting authority.

8. If Licensee plans to construct or make any ancillary facilities or other improvements or alterations on the Licensed Premises as necessary or suitable for its operations and use, Licensee must first review those plans with and receive written approval from Itasca County. Any changes, alterations or improvements in or to the Licensed Premises shall be at Licensee's sole expense. Licensee's use of the Licensed Premises shall be supported by all permits required by law, and Licensee shall not operate in violation of any such permits.

9. No timber shall be cut, used, removed or destroyed by Licensee without first obtaining written permission from Itasca County. Licensee must pay for all timber (both mature timber and regeneration) damaged on the Licensed Premises by Licensee prior to incurring the damage. Timber damages will be determined by the Itasca County Land Commissioner and will be based on current market values. Itasca County reserves the right to sell and dispose of, under the provisions of law now or hereinafter governing the sale of timber on county managed lands, all the timber upon the Licensed Premises, and hereby reserves to the purchaser of such timber, or agents and servants of the purchaser, the right at all times to enter thereon, and to cut and remove any and all such timber therefrom, according to the terms of the purchaser's contract with Itasca County, and without let or hindrance from Licensee, but such purchaser shall not unnecessarily or materially interfere with the operations carried on thereon. Itasca County's agreement with a purchaser of the timber shall provide that the purchaser of the timber will agree to assume entire responsibility and liability for all damages and injury to all persons and Licensed Premises whether caused by the purchaser, the purchaser's officers, agents or employees, arising from activities undertaken based on the timber permit or the purchaser's use or occupancy of the Licensed Premises covered by the timber permit.

10. Merchantable timber on Licensed Premises shall be salvaged to the extent practical. Each species must be utilized down to a minimum merchantable top diameter (outside bark) as follows: 3 inches for cordwood material (all species), 6 inches for bolts (all species), 10 inches for saw timber (conifers), and 12 inches for saw timber (hardwoods). All non-merchantable material resulting from clearing operations on Licensed Premises originating from other ownerships shall not be brought, stored or disposed of on

Licensed Premises or any county managed lands. Windrow piling or piling of any vegetative materials, including firewood, is also not permitted on said lands. Slash and non-merchantable materials slash originating from any upland site shall not be deposited in wetland areas.

11. Timber on Licensed Premises may be offered for sale by Itasca County and successful purchasers will make advanced payments on said timber. The persons and entities awarded a timber permit, heretofore referred to as permit holder(s), shall have rights to enter upon Licensed Premises to harvest the timber. Licensee must not unduly interfere with timber permit holder activities carried out under authorization of the timber permit.

12. Itasca County, or its agents or contractors, upon reasonable notice to Licensee, shall have the right to enter upon and into said Licensed Premises at any time to inspect the same. Such inspection shall not unreasonably hinder or interrupt the operations of Licensee, except in cases where emergency entry is necessary to preserve the Licensed Premises and other property.

13. The use of Licensed Premises by Licensee in utility construction or maintenance for which this License is granted shall be subject to the use, sale, or leasing for mineral or other legal purposes. Licensee will not cause any unnecessary hindrance to the activities of Itasca County and shall allow access to and across the Licensed Premises by Itasca County when needed for activities including, but not limited to, general land management, timber management, and recreational or mineral development, whether Itasca County is acting on its own behalf or that of the State of Minnesota in trust for the taxing districts.

14. This License is permissive only. No liability shall be imposed upon or incurred by Itasca County or any of its officers, agents, or employees, officially or personally, on account of the granting hereof or on account of any damage to any person or property resulting from any act or omission of Licensee or any of its agents, employees, or contractors relating to any matter hereunder. This License shall not be construed as estopping or limiting any legal claim or right of action of any such person against Licensee, its agents, employees, or contractors for any damage or injury resulting from any such act of omission, or as estopping or limiting any legal claim or right of action of Itasca County against Licensee, its agents employees, or contractors, for violation of or failure to comply with the provisions of the license or applicable provisions of law. Licensee shall indemnify and hold harmless Itasca County from all claims arising out of Licensee's use of the Licensed Premises whether such claims are asserted by civil action or otherwise.

15. Licensee shall not without Itasca County's prior written consent: a) assign, convey or otherwise transfer this License or any interest under it; b) sublet the Licensed Premises or any part thereof; or c) permit the use of occupancy of the Licensed Premises or any part thereof by anyone other than Licensee. This License shall extend to, and bind the successors, heirs, legal representatives and assigns of Licensee, if any. Itasca County may require a party who has requested to sublet, use or occupy the Licensed Premises to obtain a separate License from Itasca County prior to occupying or using the Licensed Premises.

16. No delay by Itasca County in enforcing any of the conditions of this License shall operate as a waiver of any of its rights.

17. Licensee will pay when due all taxes and assessments levied against the Licensed Premises or the improvements thereon.

18. **LICENSEE 's Insurance and Indemnification**.

A. LICENSEE agrees to defend, indemnify and hold harmless ITASCA COUNTY and the State of Minnesota in trust for the taxing districts, 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 LICENSEE, anyone directly or indirectly employed by them including any and all subcontractors and/or anyone for whose acts and/or omissions they may be liable herein and against all loss by reason of failure of said LICENSEE to perform fully, in any respect, all obligations under this License.

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

a. General Liability shall list ITASCA COUNTY and State of Minnesota in trust for the taxing districts, as additional insured with the following insurance limits:

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

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

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

If LICENSEE is based outside the State of Minnesota, coverage must apply to Minnesota Laws.

d. Employer's Liability

	Limits
Bodily injury by:	
Accident - Each Accident	$500,000
Disease - Policy Limit	$500,000
Disease - Each Employee	$500,000

An umbrella or excess policy over self-insured retentions is an acceptable method to provide the required aggregate insurance amounts.

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

LICENSEE shall not commence work on Licensed Premises, or otherwise occupy Licensed Premises, 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 and State of Minnesota in trust for the taxing districts as Certificate holder and as additional insured with respect to operations covered under the contract for all liability coverages except Workers' Compensation and Employer's Liability and Professional Liability, if applicable; and,

2. Be amended to show that ITASCA COUNTY will receive thirty (30) days written notice in the event of cancellation, non-renewal or material change in any described policies.

C. LICENSEE also agrees that any contract let by LICENSEE for the performance of the work on Licensed Premises as provided herein shall include clauses that will: (1) require LICENSEE to defend, indemnify and hold harmless ITASCA COUNTY and the State of Minnesota in trust for the taxing districts, 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 LICENSEE, 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 LICENSEE to provide and maintain insurance in accordance with the following:

a. Workers' Compensation: (Statutory Limits)

Employer's Liability Insurance:

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

Note: all states endorsement is required if LICENSEE is domiciled outside the State of Minnesota.

b. Commercial General and Automobile Liability Insurance:

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

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

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

D. LICENSEE 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 License if LICENSEE is not in compliance with the requirements contained herein and retains all its rights thereafter to pursue any legal remedies against LICENSEE. All insurance policies shall be open to inspection by ITASCA COUNTY upon written request.

19. **Liability**. This License shall not be construed as imposing any liability on Itasca County for injury or damage to the person or property of Licensee, or to any other persons or property, arising out of any use of the Licensed Premises, or under any other easement, right-of-way, license, lease or other encumbrance now in effect, unless such injury or damage results from the gross negligence or intentional acts of Itasca County, or from a breach of this License by Itasca County. Licensee shall indemnify and hold harmless Itasca County from all claims arising out of the use of the Licensed Premises (excepting claims resulting from the gross negligence or intentional acts of Itasca County, from a breach of this License by Itasca County or arising out of use of the Licensed Premises by a third-party who subsequent to the date hereof has been authorized by Itasca County to use the Licensed Premises, or that third-party's agents, employees, heirs or assigns). The exception to Licensee's liability set forth in this paragraph shall be subject to the liability limitations and all defenses and provisions of Minn. Stat. 466 which are specifically retained by Itasca County.

20. Licensee shall acquire necessary rights to surface not owned or managed by Itasca County**.** It is understood and agreed that in case any interest in the land covered by this License is owned by any entity other than Itasca County or the State of Minnesota in trust of the taxing districts, this License shall not be construed as authorizing any invasion of or trespass upon such other interest, that in case it shall be necessary to make use of any such other interest in connection with any operations hereunder, Licensee shall obtain all necessary legal rights therefore before proceeding therewith, that Licensee shall be liable for all damages to any such other interest caused by any operations hereunder, and that Itasca County shall not incur or be subject to any liability therefore.

21. Crossing of recreational trails, including but not limited to the following snowmobile trails, to-wit: NONE; ATV/OHM and bicycle trails, to-wit: NONE; and associated spurs as currently exist and including any and all future amendments or additions to their routes:
    a. The location of any crossing of a recreational trail must be approved in advance by Itasca County. Itasca County may provide written instructions as to any specific construction standards to be followed for the crossing of a recreational trail.

    b. Utility construction and maintenance activities shall be conducted in a manner so as to minimize disturbance of safe recreational trail use and to separate the public from work areas. Licensee must provide signs to warn recreational trail users of any construction hazards.

c. Licensee is responsible for repairing any damage created by Licensee's activities, to a recreational trail in a manner satisfactory to Itasca County.
d. Prior approval must be obtained from Itasca County Land Commissioner, or their designee, for the cutting or trimming of trees within the recreational trail right-of-way located outside of the Licensed Premises.
e. Licensee shall notify Itasca County in advance of its intent to perform any utility construction or maintenance operations that cross or fall within a recreational trail right-of-way. Itasca County shall assist Licensee in implementing safe, cooperative usage of the recreational trail right-of-way, including planning and implementation of trail re-routes, if necessary. Licensee may not re-route or close the recreational trail right-of-way without the prior written approval of Itasca County.

22. Additional construction and maintenance specifications:
a. Utility construction, maintenance and associated activities must be confined to the Licensed Premises. Itasca County agrees to grant temporary permits 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 Licensed Premises without permission from the Itasca County Land Commissioner. The Itasca County Land Commissioner must be notified before motor vehicles are used off traveled roadways or on vehicle-restricted Itasca County trails, or before heavy equipment is moved across the Licensed Premises or other county managed lands not described herein. Prior approval and notification are not required during emergencies. However, the Itasca County Land Commissioner must be notified within five (5) days of such use, damage or improvement to allow timely assessment of the damage, if any, and to ensure proper reparations and repairs.
b. Organic soil material and mineral soil must be left in place on the Licensed Premises unless approved by the Land Commissioner, for which said approval shall not be unreasonably withheld if soil removal is required for the installation of Licensee's utility as part of permitting or other construction requirements.
c. On utilities whose presence is not readily visible on or above the ground surface, such as on underground utilities with narrow, unmaintained right-of-ways (i.e. underground telecommunication or electric power lines), the utility 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.
d. Upon completion of utility construction or maintenance, Licensee shall restore the Licensed Premises and 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 Itasca County Land Commissioner.
e. Construction and maintenance of the utility license and system will be performed by Licensee without any cost to Itasca County or the State of Minnesota in trust for the taxing districts.
f. Licensee must mark all survey markers within the Licensed Premises area prior to utility construction and maintenance. Licensee shall restore at Licensee's expense all survey markers damaged from any activities associated with this License by Licensee or Licensee's contractors.
g. Licensee shall contact Itasca County 10 days prior to installation and within 10 days following completion of any licensed utility construction or maintenance work.
h. Licensee shall be responsible for Licensee's employees, agents and contractors receiving and thoroughly understanding all conditions of this License.

23. The contact information for Itasca County and Licensee is as follows:

Itasca County Contacts:	Licensee:
Itasca County Land Department c/o Land Commissioner Kory Cease 1177 LaPrairie Avenue Grand Rapids, Minnesota 55744 Austin Rohling Itasca County Auditor County Courthouse 123 NE 4th Street Grand Rapids, MN 55744	Arvig Enterprises Inc. 150 Second Ave. SW Perham, MN 56573

I/We as **Licensee(s)** hereby acknowledge that I/We have read the contents of the above document entitled Itasca County Utility License and understand its terms and agree to be bound by the conditions set forth therein.

ARVIG ENTERPRISES, INC.

Dated: _____

By:_____

Name:_____

Title: _____

STATE OF MINNESOTA)

) ss

COUNTY OF _____)

This instrument was acknowledged to before me this _____day of _____, 2024 by_____, as the_____ of Arvig Enterprises, Inc. , Licensee.

(Notary Seal)

_____

Notary Public

THE STATE OF MINNESOTA IN TRUST
FOR THE TAXING DISTRICTS

Dated: _____

By:_____

Austin Rohling, County Auditor

STATE OF MINNESOTA)

) ss

COUNTY OF ITASCA)

This instrument was acknowledged before me this _____ day of _____, 2024, by Austin Rohling, as County Auditor on behalf of Itasca County, a public body corporate of the State of Minnesota.

(Notary Seal)

_____

Notary Public

ITASCA COUNTY LAND COMMISSIONER

Dated: _____

_____
Kory Cease

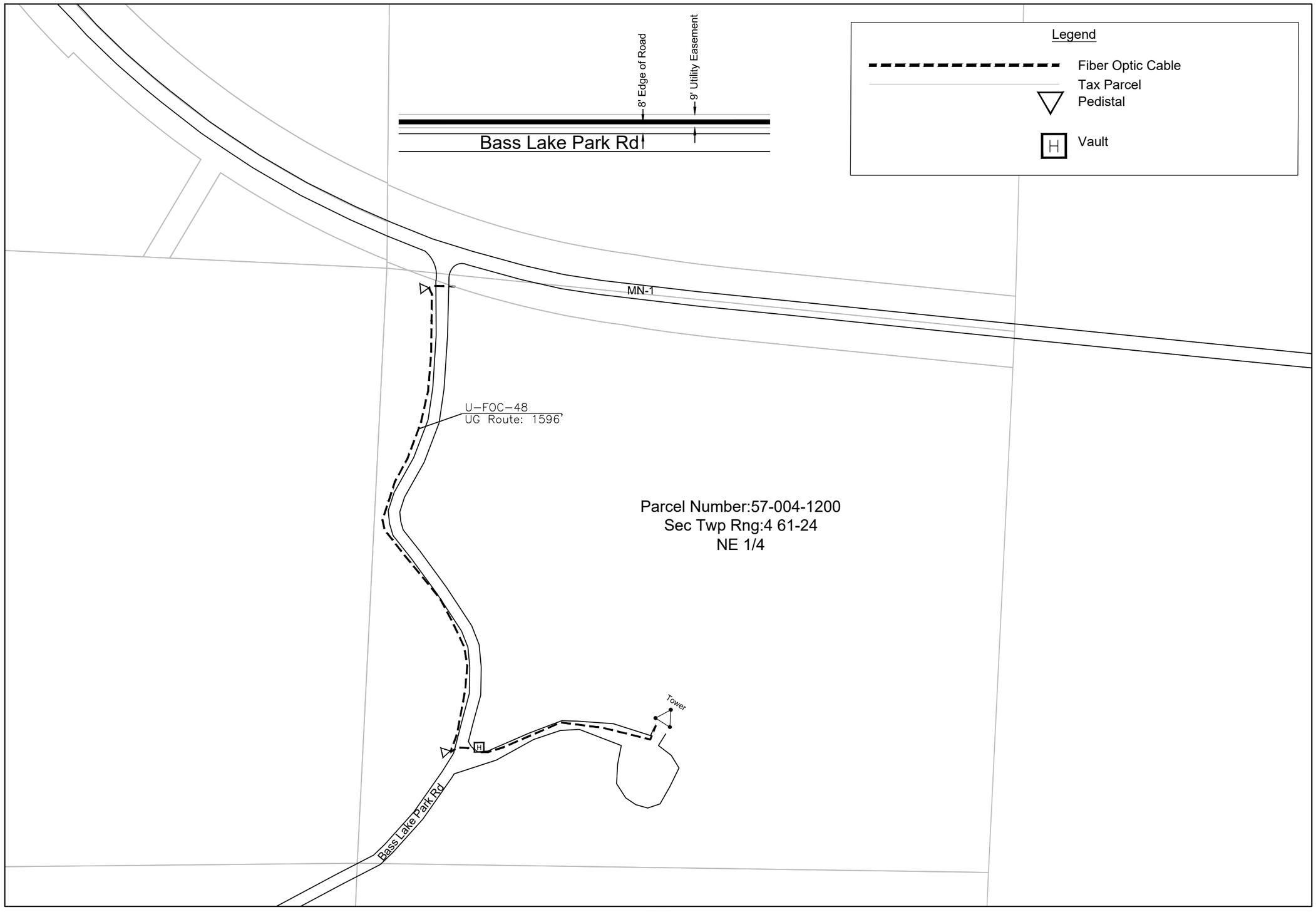
STATE OF MINNESOTA)
) ss
COUNTY OF ITASCA)

This instrument was acknowledged to before me this _____ day of _____, 2024, by Kory Cease, as Itasca County Land Commissioner on behalf of Itasca County, a public body corporate of the State of Minnesota.

_____
Notary Public

(Notary Seal)

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



N

1" = 200'

Route
Bass Park Lake Rd

City
-

County
-

Filename
-

Work Order #
-

arvig
160 2nd St SW
Perham, MN 56573
(218) 346-5500

TRACKING

Staked By:	- -
Drafted By:	- -
Project Manager	
As-Built By:	- -
Revision	- - -

GSOC
GOPHER STATE ONE CALL
1-800-252-1116
www.gopherstateonecall.org

Prepared by:
compass consultants inc.
Perham, MN 218-346-3600
TrustCompass.com

Sheet-01

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

Tuesday, June 25, 2024

REQUEST FOR BOARD ACTION: RBA-2024-89

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

AGENDA ITEM:
Citizen Input

BOARD ACTION REQUESTED:
Receive Citizen Input

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

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. 06-25-2024 Citizen Input Sheet

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

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

Tuesday, June 25, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3556

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.

Congratulations to Shelly Braford who was promoted from Eligibility Specialist to Eligibility Investigator in the HHS Department, which was effective June 23, 2024.

Congratulations to Holly Buescher who was promoted from Eligibility Specialist to Child Support Officer in the HHS Department, which was effective June 23, 2024.

Farewell to Grace Bryngelson, whose last day as Corrections Officer with the Sheriff's Department, which was effective June 5, 2024, after 1 month of service.

Farewell to Cindy Shevich, whose last day as Real Estate Specialist with the Land Department, which was effective June 21, 2024, after 16+ years of service.

Congratulations to Chad Latvala who has accepted a job change from Corrections Sergeant to Deputy Sheriff/Road Deputy in the Sheriff's Department, which was effective June 23, 2024.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT: **INFORMATIONAL - NO ACTION TAKEN**

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

Tuesday, June 25, 2024

REQUEST FOR BOARD ACTION: RBA-2024-119

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 June 28, 2024, in the amount of $3,130,367.59.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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

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

Tuesday, June 25, 2024

REQUEST FOR BOARD ACTION: RBA-2024-135

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 June 2024, in the amount of $1,157,256.56.

BACKGROUND:
N/A

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. June 2024 ICHHS Warrants

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

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

June 2024

Income Maint/Admin Payments	$	304,718.95
Social Services - Waivers	$	10,760.83
Social Services - Non-Waivers	$	259,628.25
Foster Care/Out of Home/FamilySupport	$	358,348.53
Relative Custody/Preventive Placement Costs/Incidentals	$	38,574.14
Public Health	$	32,234.29
Community Health Board	$	152,991.57
Total	$	1,157,256.56

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.

June 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	358,348.53	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	2,505,468.77	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	38	13	34%	6	46%
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!
	236	103	44%	46	45%
			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%

June 2024

Out of Home Placement Payments by Vendor

		Rate		Invoices Paid
Northwestern MN Juvenile	-	$260-$372/day		$ 77,864
The Bridge Residential Facility	-	$250/day		$ 65,025
Anoka County Juvenile Center	-	$226 - $282/day		$ 27,372
Nexus	-	$525/day		$ 26,815
Northstar	-	$128/day		$ 18,600
Snyders/Foundation for Life	-	$122/day		$ 18,600
Little Sand Group Home	-	$366/day		$ 11,352
180 Degrees Inc	-			$ 11,166
Northwood	-	$294-$331/day		$ 7,370
Lighthouse	-	$128/day		$ 6,200
Lutheran Social Services	-	$148-$194/day		$ 5,709
Arrowhead Juvenile Center	-	$250/day		$ -
Crow Wing Community Serv	-	$295/day		$ -
Dakota County Juvenile Serv	-	$325 - $340/day		$ -
Evergreen Shelter	-			$ -
Go Forward Group Home	-	$245/day		$ -
Heartland Girls Ranch	-	$249 - $316/day		$ -
Kidspeace Corp	-	$266/day		$ -
Kindred Family Focus	-			$ -
MCF - Redwing	-	$260/day		$ -
MN Dept of Corrections	-	$269/day		$ -
New Trails Group Home	-	$242/day		$ -
North Homes	-	$175 - $365/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		$ 82,278
Total				**$ 358,349**

*Individuals : Includes Foster Care & Family Support Programs

June 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		16,280.00	10,430.00	19,712.00	31,441.69		77,863.69
Jul							-
Aug							-
Sep							-
Oct							-
Nov							-
Dec							-
	-	159,160.95	105,526.00	84,903.77	123,431.01	-	473,021.73

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

Tuesday, June 25, 2024

REQUEST FOR BOARD ACTION: RBA-2024-285

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 $15,000, from Goodland Township to assist in the purchase of a fire truck for the Goodland Volunteer Fire Department.

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 $15,000, from Goodland Township to assist with the purchase of a fire truck fo the Goodland Volunteer Fire Department.

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

From: noreply@civicplus.com
To: Brett Skyles; Gail Guck; Amanda Schultz; John Johnson
Subject: Online Form Submittal: American Rescue Plan (ARP) Request Form
Date: Sunday, June 16, 2024 1:19:27 PM

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

American Rescue Plan (ARP) Request Form

AMERICAN RESCUE PLAN (ARP) REQUEST FORM

Entity Name:	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:	Goodland Volunteer Fire Department Fire Truck
Amount Requested:	15,000
Project Budget & Summary of Project:	Goodland Volunteer Fire Department is in a unique and exciting position to negotiate the purchase of a used fire truck from another local fire department. Goodland's current fire truck is in need of repair and, with the age of the truck, parts have been difficult to locate. The Goodland Township board would like to request funding to help make this purchase possible, benefiting not only one, but two fire departments in our local area.
Additional Information:	*Field not completed.*

Email not displaying correctly? View it in your browser.

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

Tuesday, June 25, 2024

REQUEST FOR BOARD ACTION: RBA-2024-200

DEPARTMENT: Administrative Services **TIME REQUESTED:** 20 Minutes
PRESENTER: Minnesota Power/Great River Energy

AGENDA ITEM:
Northland Reliability Project Presentation

BOARD ACTION REQUESTED:
Receive presentation regarding the Northland Reliability Project.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Northland Reliability Project RegulatoryProcess_ItascaCo_Presentation_20240603
2. Northland Reliability Project handouts

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

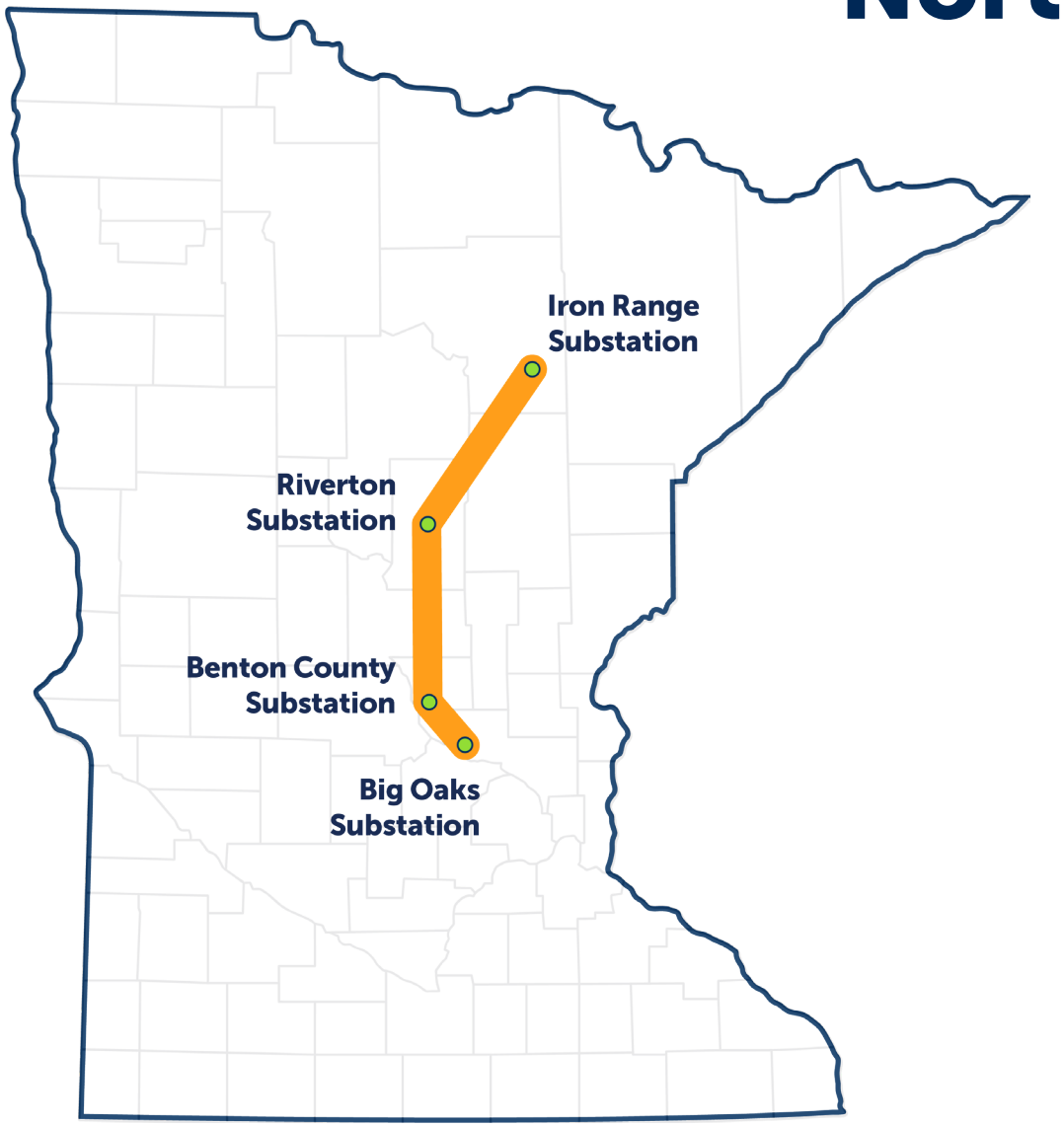
Northland Reliability Project

GREAT RIVER ENERGY | minnesota power

Project Updates

Itasca County, June 2024

Northland Reliability Project



GREAT RIVER ENERGY | minnesota power

- Double-circuit 345-kV line
- Over 85% co-located with existing HVTL
- 180 miles
- Expanded and new substations

MISO-approved project: part of a regional plan



Fulfilling a need



Maintaining reliability

Provide system support as energy resources continue to evolve.



Enabling clean energy

Increase capacity to safely and reliably deliver clean energy from where it's produced to where it's needed by our customers and members.



Strengthening resiliency

Enhance system resiliency during extreme weather events.



Enhancing flexibility

Plan proactively to meet changing customers' and members' power needs due to decarbonization and electrification.

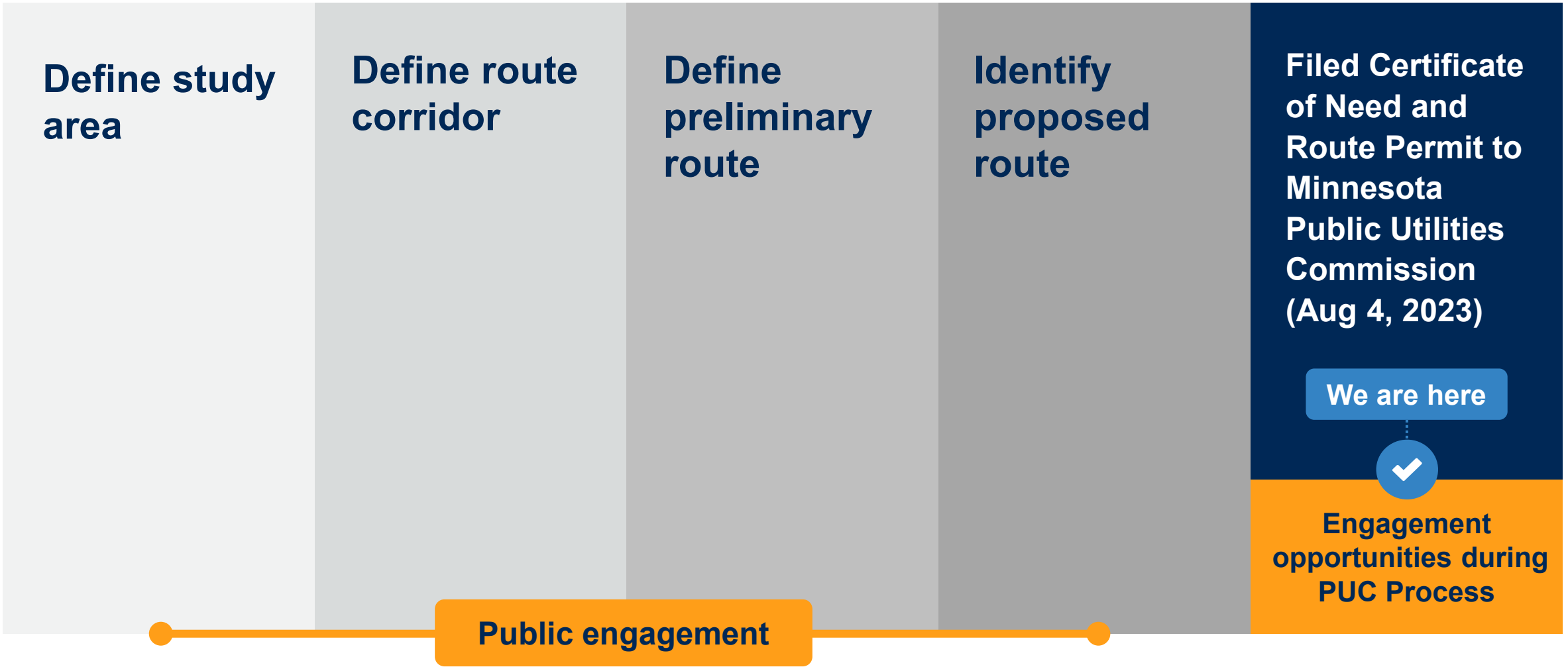
Two main project segments

- **Segment one:** Iron Range Substation to Cuyuna Series Comp Station to Benton County Substation

- **Segment two:** Benton County Substation to Big Oaks Substation

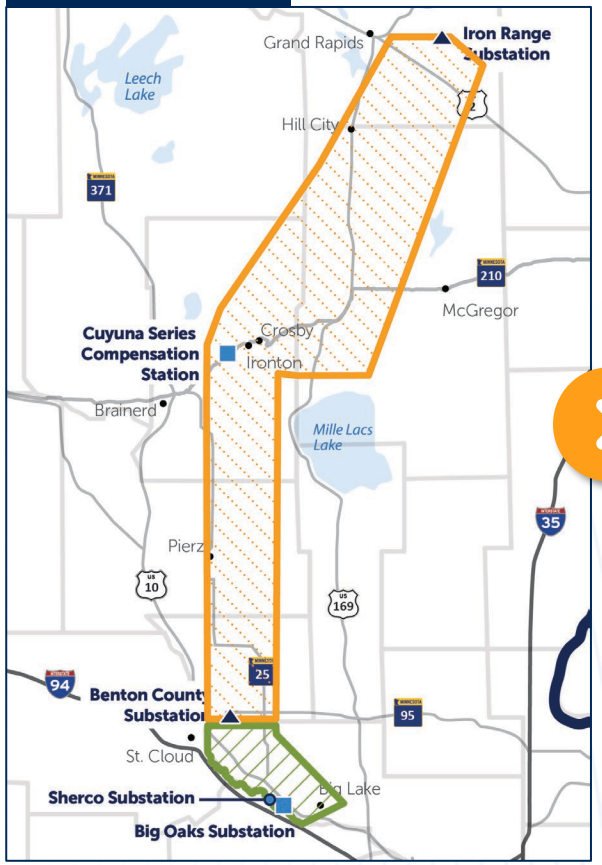


Our routing process & input opportunities

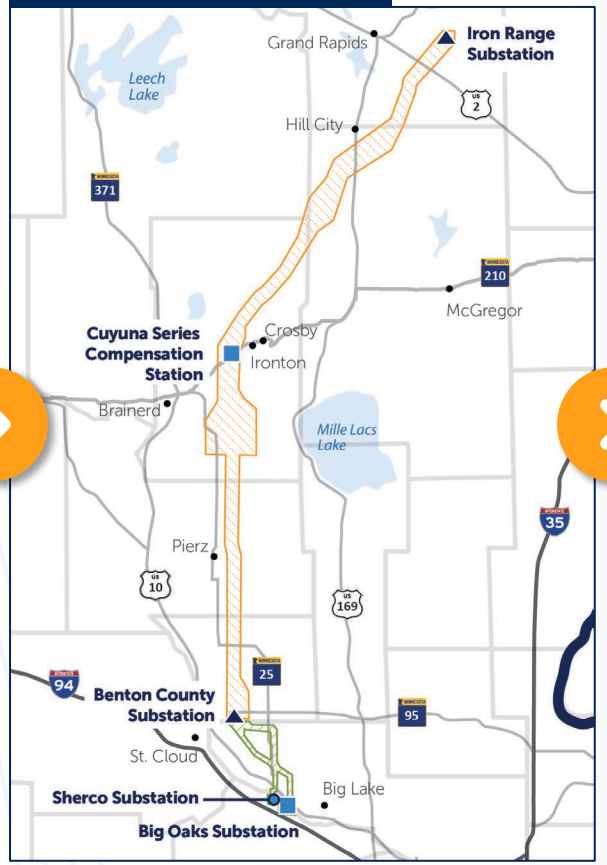


Route Development

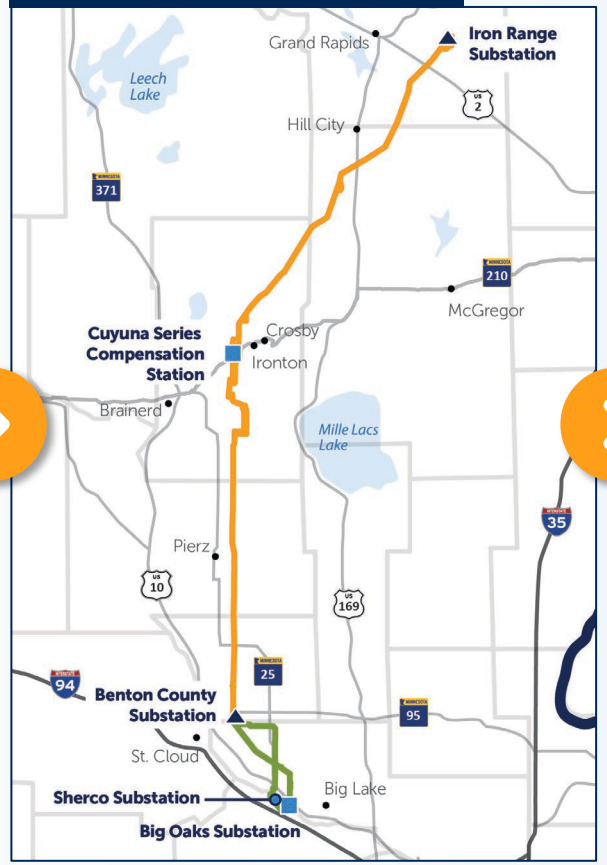
Study area



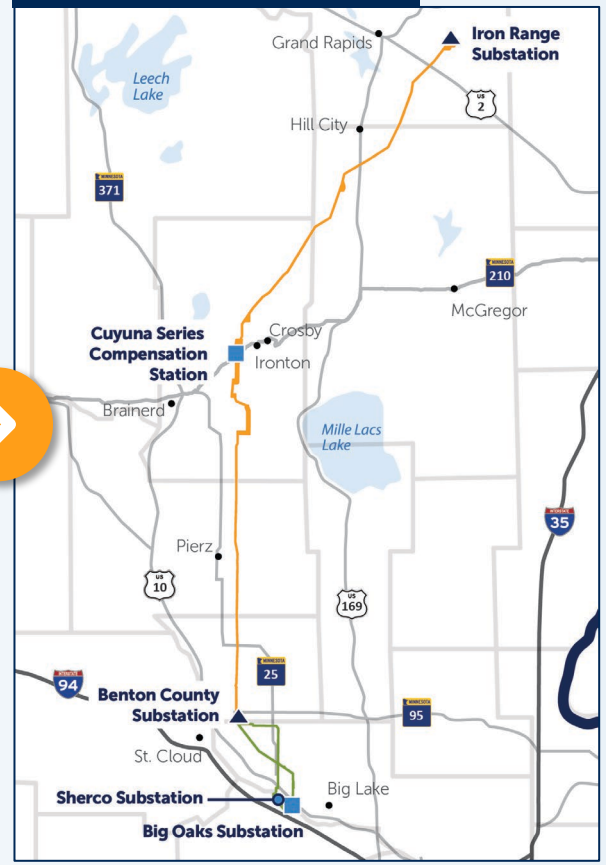
Route corridor



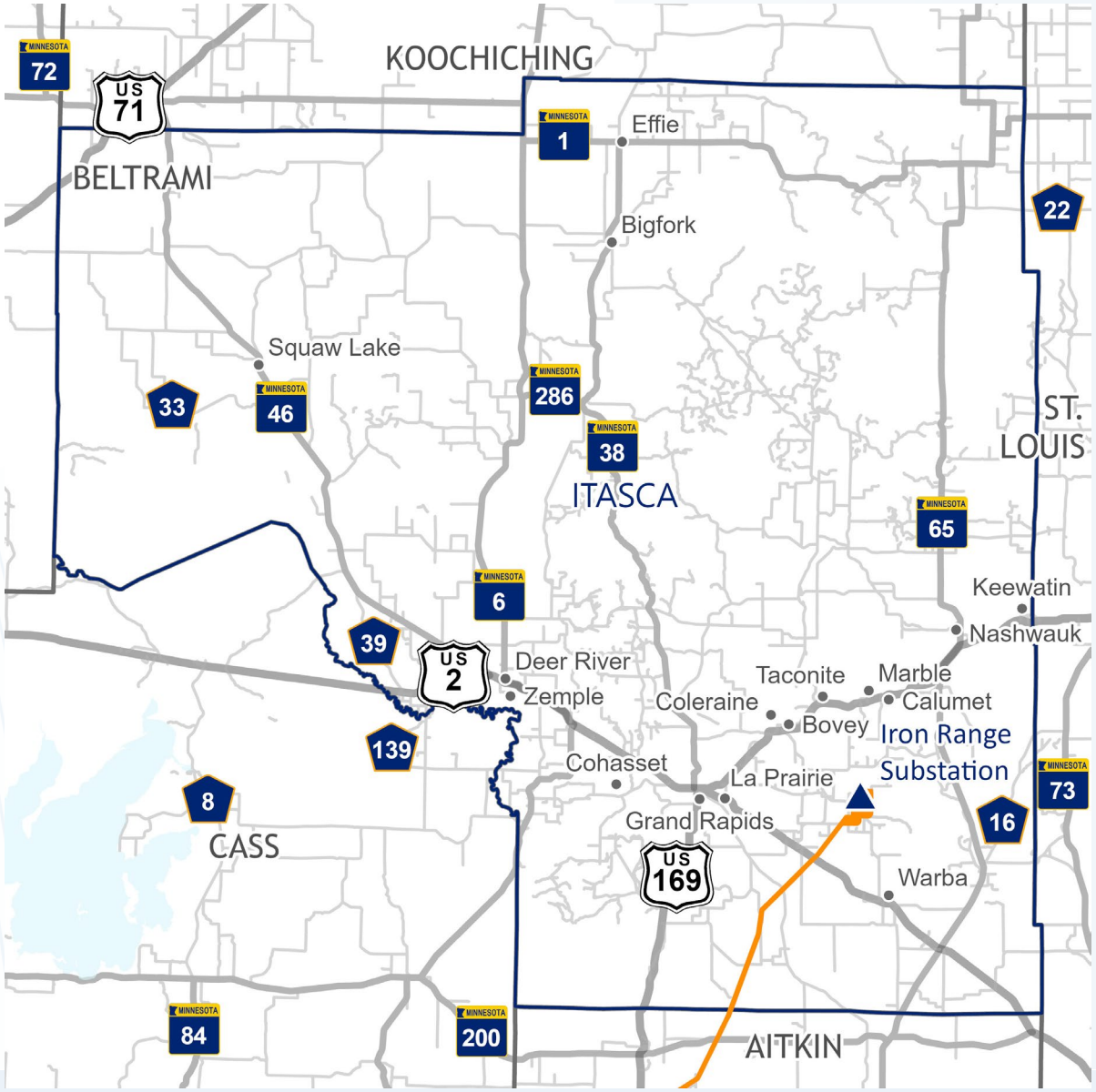
Preliminary route



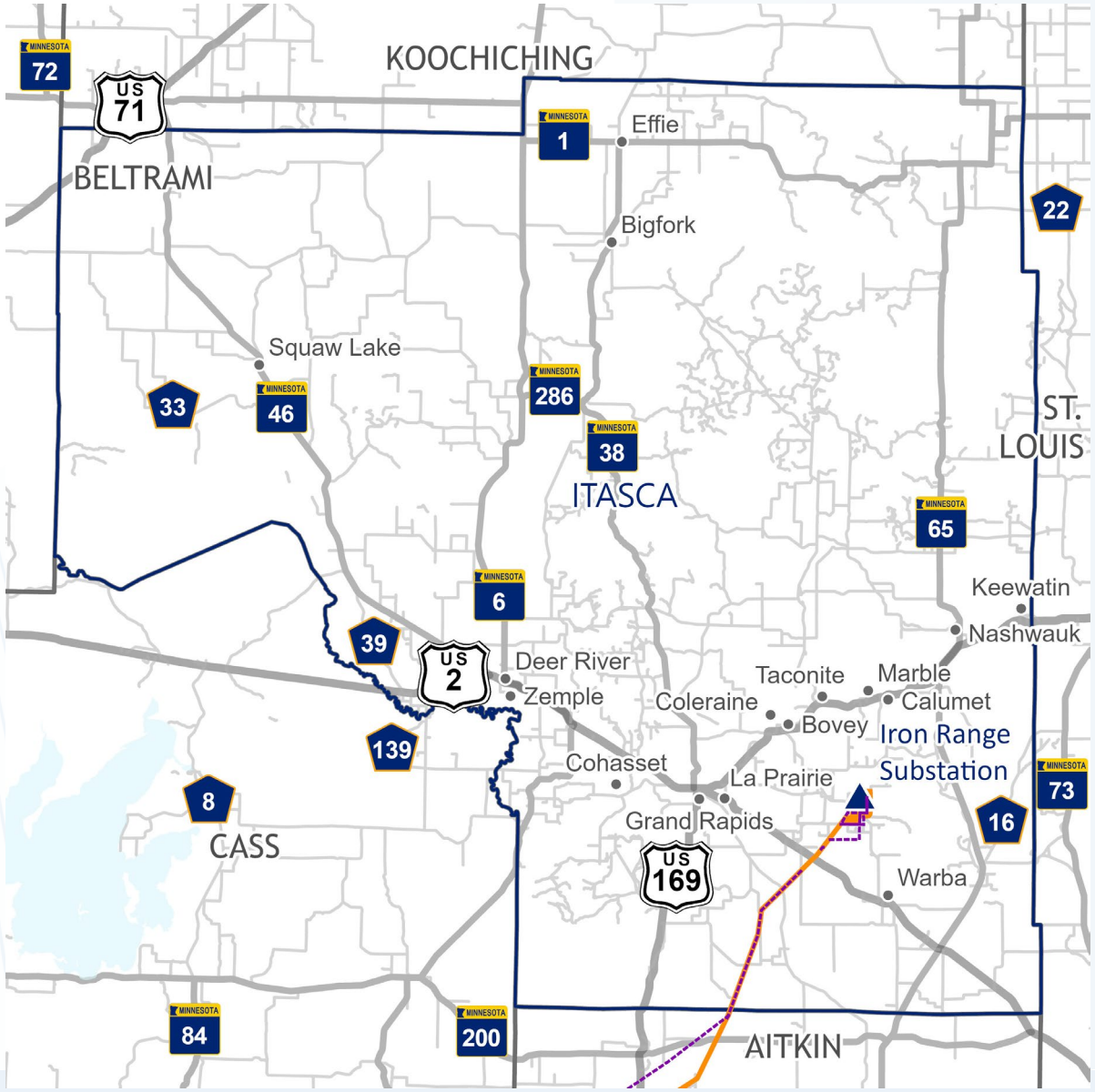
Proposed route



Proposed Route – Itasca County



Route Alternatives – Itasca County



State Regulatory Process

- August 2023 - Submitted a joint Certificate of Need and Route Permit Application to the Public Utilities Commission (PUC)
- October 2023 – PUC/Department of Commerce (DOC) public scoping meetings
  - Collected public feedback on the proposed routes and consider route alternatives
  - Identified route alternatives being evaluated in the Environmental Assessment (EA)



Visit
edockets.state.mn.us

- Certificate of Need: docket **22-416**
- Route Permit: docket **22-415**

State Regulatory Process



- June 2024 – DOC publish EA
- July 2024 - Administrative Law Judge (ALJ) hold public hearings across the project area
- Fall 2024 - ALJ report with recommendations to the PUC
- Late 2024 - PUC decision on route permit

Visit
edockets.state.mn.us

- Certificate of Need: docket **22-416**
- Route Permit: docket **22-415**

Field Surveys

Started
October 2023

Continuing
May – November 2024

Continuing
Into 2025

Landowner notices provided in advance of surveys

Types of surveys

- Biological
- Wetlands
- Land
- Cultural resources
- Noxious weeds
- Soil borings

Acoustic detectors for bats



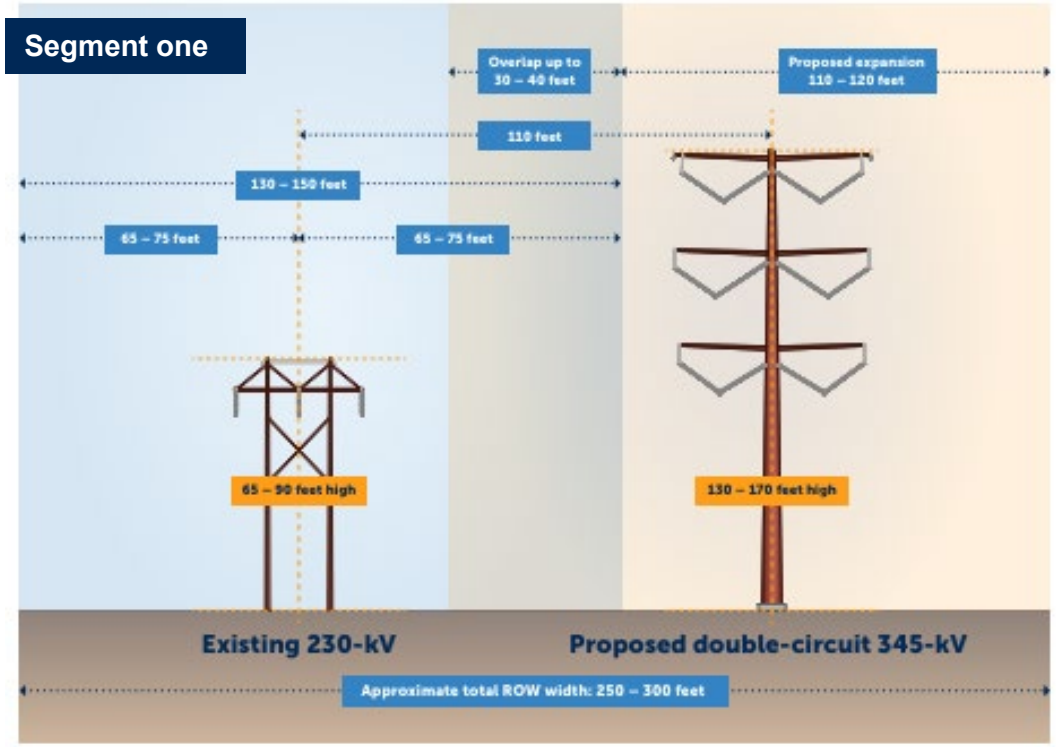
Real Estate Process

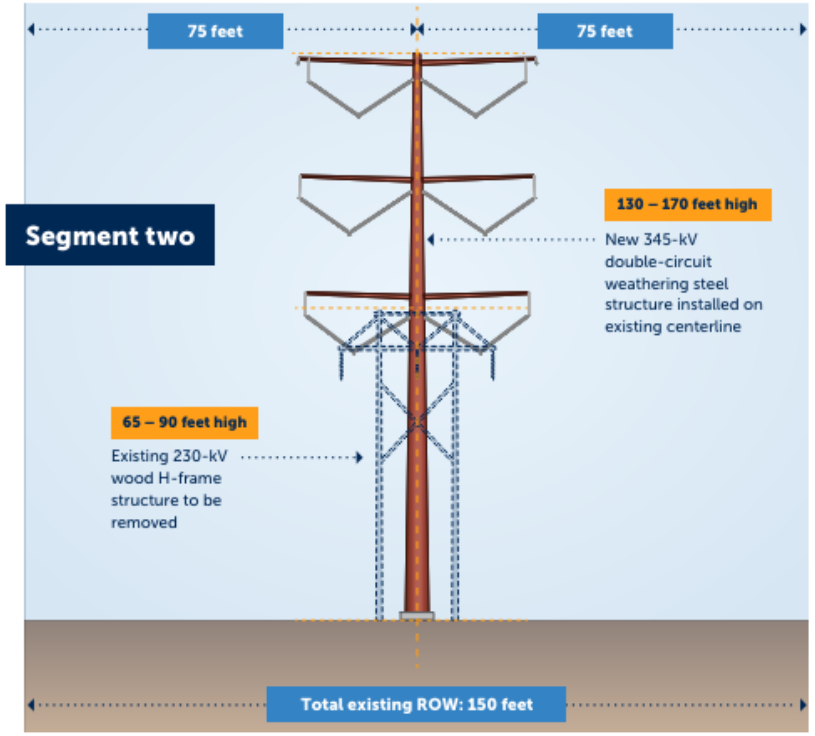
Right-of-entry
2023 – 2024

Easements
2024 – 2026

Construction
2025 – 2030

Restoration
2027 – 2031





Upcoming Project Milestones

- PUC/DOC EA and public hearing
- Engineering design for substations and transmission line
- State and federal permitting efforts
- Environmental field surveys in Segment 1 in Spring and Fall 2024
- Anticipate construction starting on Segment 2 in Fall 2025

Northland Reliability Project

GREAT RIVER ENERGY | minnesota power

Connect with us!

northlandreliabilityproject.com

Send us an email at connect@northlandreliabilityproject.com

Call our hotline at 218-864-6059

Northland Reliability Project

GREAT RIVER ENERGY. | minnesota power

Itasca

Marble
T56 R23W
Calumet
Taconite
T56 R24W
GREENWAY TOWNSHIP
Bovey
T55 R24W
T55 R23W
LITTLE SAND LAKE TOWNSHIP
TROUT LAKE TOWNSHIP
IRON RANGE SUBSTATION
La Prairie
Great River Road
T55 R24W
T55 R25W
T54 R25W
T54 R24W
T54 R23W
FEELEY TOWNSHIP
HARRIS TOWNSHIP
BLACKBERRY TOWNSHIP
Warba
T53 R24W
T53 R25W
WILDWOOD TOWNSHIP
SPLITHAND TOWNSHIP
ITASCA COUNTY
T52 R24W
NORTHWEST AITKIN TOWNSHIP
T52 R25W
AITKIN COUNTY

Legend

- Route Alternative
- Route Alternative Width

Proposed Route

- Segment 1
- Proposed Alignment
- Shift 115kV Centerline

Existing Transmission

- 69 kV
- 115 kV
- 230 kV
- 345 kV and above
- Pipeline
- County Boundary
- Township Boundary
- City Boundary
- Public Water Watercourse
- Scenic Byways
- Railroad
- Project Substation

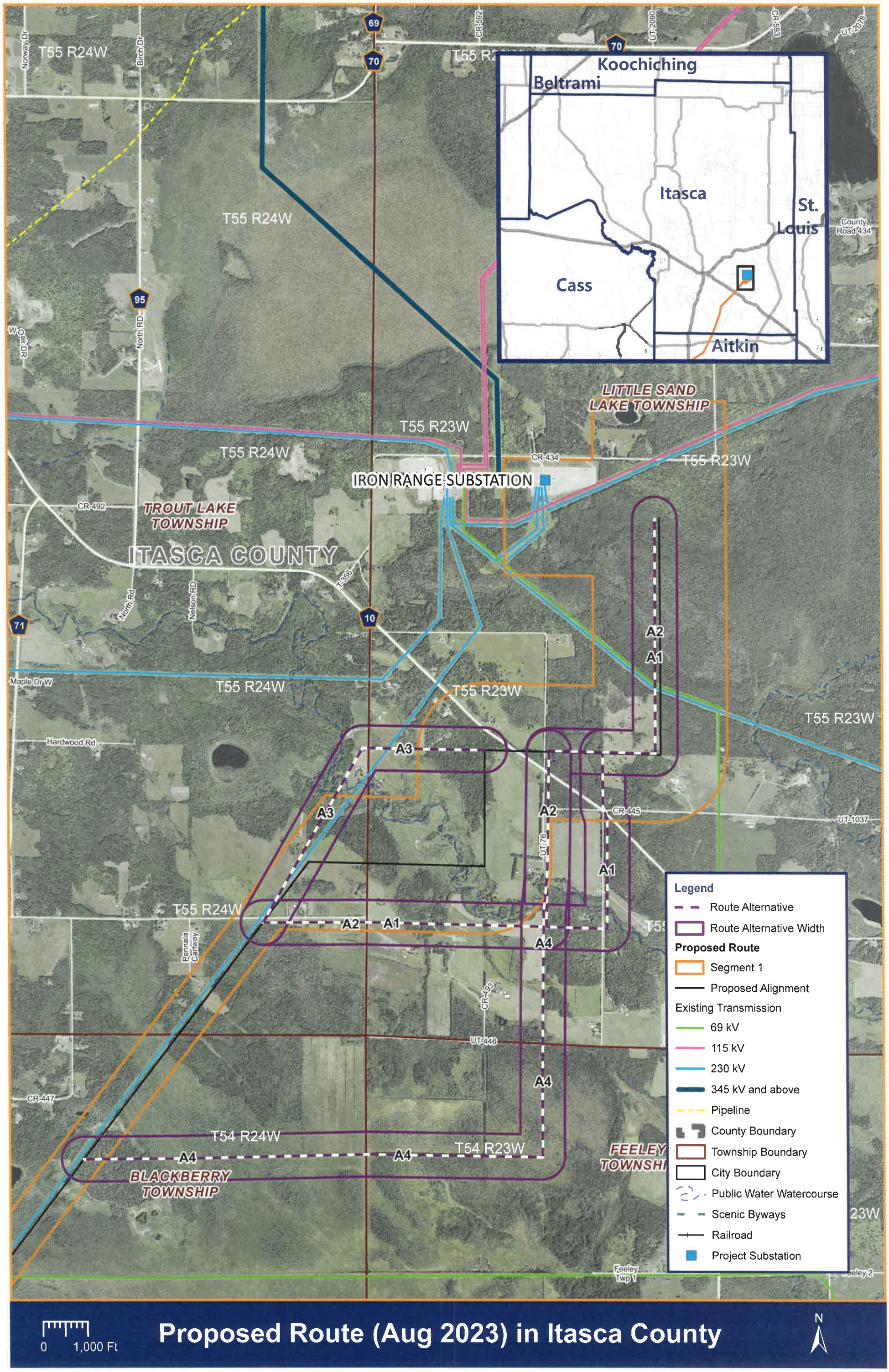
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N

Proposed Route (Aug 2023) in Itasca County

Northland Reliability Project

GREAT RIVER ENERGY. | minnesota power



Proposed Route (Aug 2023) in Itasca County

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

Tuesday, June 25, 2024

REQUEST FOR BOARD ACTION: RBA-2024-207

DEPARTMENT: Administrative Services
TIME REQUESTED: 10 Minutes
PRESENTER: Tamara Lowney

AGENDA ITEM:
IEDC Update

BOARD ACTION REQUESTED:
Receive an update from IEDC.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. IEDC POS Agreement 2024 Final FULLY EXECUTED
2. IEDC County Presentation 6.25.24

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

County of Itasca, Minnesota
Service Contract

A.1 DATES AND PARTIES

A.1.1 THIS CONTRACT, made this 23rd day of January, 2024, by and between the County of Itasca, herein called the "County," and Itasca Economic Development Corporation (IEDC), a corporation organized and existing under the laws of the State of Minnesota, located at 1201 7th Ave SE, Grand Rapids, MN 55744, herein called the "Vendor."

B.1 AGREEMENT

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

C.1 TERM OF CONTRACT

C.1.1 The term of this Contract is from January 23, 2024 to December 31, 2024, inclusive. The Contract may be extended if provided for in the Special Conditions.

D.1 SPECIAL CONDITIONS

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

E.1 CONTRACT AMOUNT

E.1.1 This Agreement when fully completed and fulfilled on the part of said Vendor to the satisfaction of the County or its duly authorized agent, is estimated to be $80,000.00 for the current term.

F.1 INCREASE

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

G.1 PAYMENT

G.1.1 The County does hereby agree, to pay said Vendor as services are performed to the satisfaction of the County, or its duly authorized agent, one (1) payments of $80,000.00 each, or as indicated in the Special Conditions. Payment terms of this Contract are Net 30.

H.1 GUARANTEE

H.1.1 The Vendor further agrees to guarantee all materials and parts supplied under this Contract against inferiority as to specifications, such guarantee to be unconditional. Failure or neglect of the County or its designated representative to require compliance with any term or condition of this Contract or the specifications shall not be deemed a waiver of such term or condition.

I.1 BOND

I.1.1 No bond required for this service contract.

J.1 INSURANCE

J.1.1 The following insurance must be maintained for the duration of this Contract. A Certificate of Insurance for each policy which lists Itasca County as a certificate holder and as an additional insured must be on file with the Itasca County Risk Management Department within 10 days of execution of this Contract and prior to commencement of any work under this Contract. Each certificate must include a 30-day notice of cancellation, nonrenewal, or material change to all named and additional insureds.

J.1.2 The County reserves the right to terminate, suspend or rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Contractor. All insurance policies shall be open to inspection by the County, and copies of policies shall be submitted to the County upon written request. All subcontractors shall provide evidence of similar coverage.

J.1.3 <u>General Liability Insurance</u>

J.1.3.1

	<u>Limit</u>
General Aggregate	$3,000,000
Products-Completed Operations Aggregate	$3,000,000
Personal and Advertising Injury	$1,500,000

Each Occurrence:
Combined Bodily Injury and Property Damage $1,500,000

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

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

J.1.4 Automobile Liability Insurance

J.1.4.1

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

J.1.4.2 Must cover owned, nonowned and hired vehicles.

J.1.5 Workers' Compensation Per Statutory Requirements

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

J.1.6 Employer's Liability

	Limit
J.1.6.1 Bodily injury by:	
Accident - Each Accident	$500,000
Disease - Policy Limit	$500,000
Disease - Each Employee	$500,000

J.1.7 Professional Liability Insurance [For Professional Services Contracts Only]

J.1.6.1 Provider shall maintain at its sole expense a valid policy of insurance covering professional liability, arising from the acts or omissions of Provider, its agent and employees in the amount of not less than $500,000 per claim and $3,000,000 annual aggregate.(These suggested limits should be reviewed on a cases by case basis)

J.1.8 Indemnification Clause

J.1.8.1 Except as may be caused by the sole negligence of the County or its employees, Contractor shall indemnify and save harmless Itasca County, its employees, and its agents from all claims, actions, demands, and judgments of any kind arising in whole or in part from any act or omission of Contractor, is subcontractors, and their agents, servants, or employees, incidental to the performance of the Contract and from all expenses in connection with such claims, actions, demands and judgments, and shall assume, without expense to the County, the defense of any such claims, actions, demands and judgments, irrespective of whether it is alleged, claimed, or proved in connection with such act or omission that negligence of the County or its representatives caused or contributed thereto.

J.1.8.2 Contractor agrees, that in order to protect itself and the County under the indemnity provisions set forth above, it will at all times during the term of this Agreement keep in force policies of insurances indicated in paragraph entitled, "INSURANCE."

J.1.8.3 This provision is not intended to create any cause of action in favor of any third party against the Contractor or the County or to enlarge in any way the Contractor's liability, but it is intended solely to provide for indemnification of the County from liability for damages or injuries to third persons or property arising from the Contractor's or the Contractor's agents' performance hereunder.

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

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

K.1 UNAVOIDABLE CIRCUMSTANCES

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

L.1 RIGHT TO TERMINATE

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

M.1 ASSIGNMENT

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

N.1 INDEMNIFICATION

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

O.1 COMPLIANCE WITH LAWS

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

P.1 RECORDS AUDITING AND RETENTION

P.1.1 Vendor's books, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription and audit by the County and either

the legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. Vendor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress required a longer retention period.

Q.1 WAIVER

Q.1.1 Any waiver by either party of any provision of this Contract shall not imply a subsequent waiver of that or any other provision.

R.1 MODIFICATIONS/AMENDMENT

R.1.1 Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, and signed by authorized representative of the County and Vendor.

S.1 SEVERABILITY

S.1.1 The provision of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Contract unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Contract with respect to either party.

T.1 FINAL AGREEMENT

T.1.1 This Contract 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.

U.1 EXECUTION

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

Dated this 23rd day of January 2024.

ITASCA ECONOMIC DEVEL. CORP.

By: Tamara Barney (Jan 25, 2024 13:33 CST)
Its Jan 25, 2024

COUNTY OF ITASCA, MINNESOTA

By: John Johnson (Jan 25, 2024 15:31 CST)
Its County Board Chair

By: Brett Skyles (Jan 25, 2024 15:47 CST)
Its Clerk of the County Board

APPROVED AS TO FORM & EXECUTION

By: Matti Adam (Jan 25, 2024 16:33 CST)
Itasca County Attorney

Exhibit A

Itasca Economic Development Corporation (IEDC)

IEDC shall provide the following services:

1. Continue county-wide efforts regarding business attraction, retention, and recruitment.

2. Measurable outreach to the greater Itasca County area; measurement factors to include: number of times in each Commissioner district, who the outreach involved (both IEDC and Community representative), outcomes or resulting actions, follow-up activities and other notable results. Outreach should include both normal business hours and after-hour interactions.

3. Specific outreach to greater Itasca County city/township councils.

4. Inform District specific County Commissioner when conducting outreach in their respective areas, afford the opportunity for the Commissioner to be present at the meeting.

5. Organize and promote training for current business to assist in topics and issues pertinent to critical issues.

6. Continued assessment of an Itasca County Business Construction ready site list. Construction ready should include such items as: infrastructure to curb stop, land surveyed, boring samples collected (if applicable) and contaminates or other soil issues identified, etc.

7. Present to the County Board on a bi-annual basis activities conducted related to agreement to include measurement items listed in #2 and #6 above.

8. All County funds to be spent on activities to promote business within Itasca County.

FOR SIGNATURE: IEDC POS Agreement 2024

Final Audit Report 2024-01-25

Created:	2024-01-25
By:	Amanda Schultz (amanda.schultz@co.itasca.mn.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAeEw2zsC7zeYE6EL8_DjmaesYtpkmK_nq

"FOR SIGNATURE: IEDC POS Agreement 2024" History

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Signer brett.skyles@co.itasca.mn.us entered name at signing as Brett Skyles
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Adobe Acrobat Sign

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Signature Date: 2024-01-25 - 10:33:04 PM GMT - Time Source: server- IP address: 207.171.101.27

Agreement completed.

2024-01-25 - 10:33:04 PM GMT

Adobe Acrobat Sign

ADDITIONAL INFORMATION
JUNE 25, 2024
ITEM #7.7

IEDC
Itasca Economic Development Corporation





AREAS OF FOCUS

- SBDC Business Consulting & Training
- Business, Attraction Retention & Expansion
- Community Engagement & Outreach
- Site Identification & Development
- Energy Transition Community Planning & Grant Writing



2023 SBDC

New Client Registrations: 127
(13% increase from 2022)

New/Bought Businesses: 21

Capital Investment: $5.35Million

Clients: 181

Consulting Hours: 719

Jobs Created/Maintained: 89



2024 YTD SBDC

New Client Registrations: 72, which is about where we were at mid-June 2023 as well.

New/Bought Businesses: 8

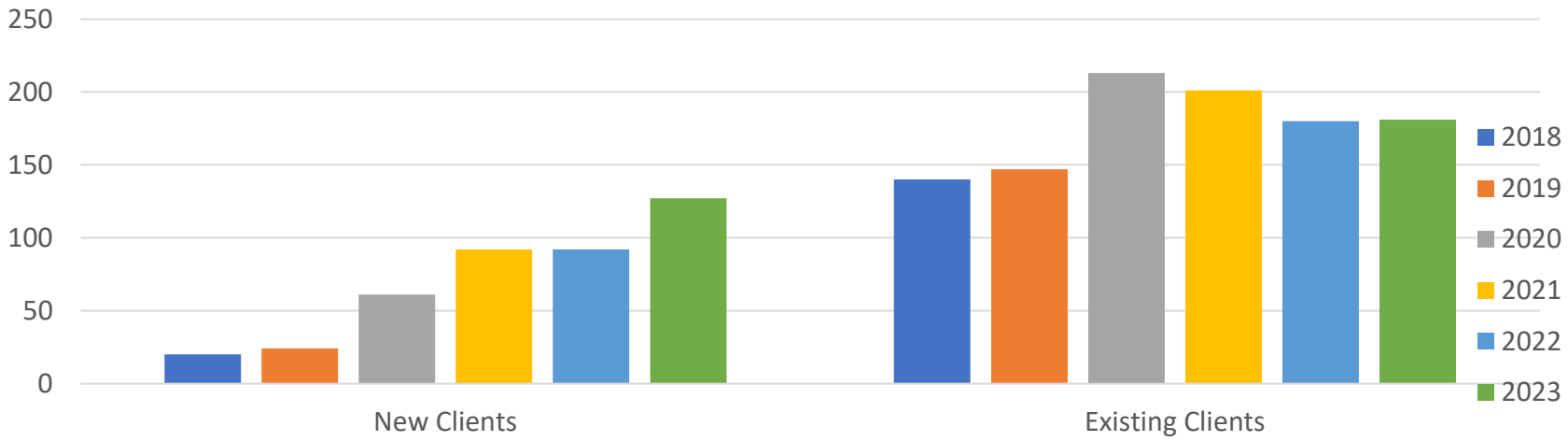
Capital Investment: $1,877,900.00

Clients: 119

Consulting Hours: 320

Jobs Created/Maintained: 124

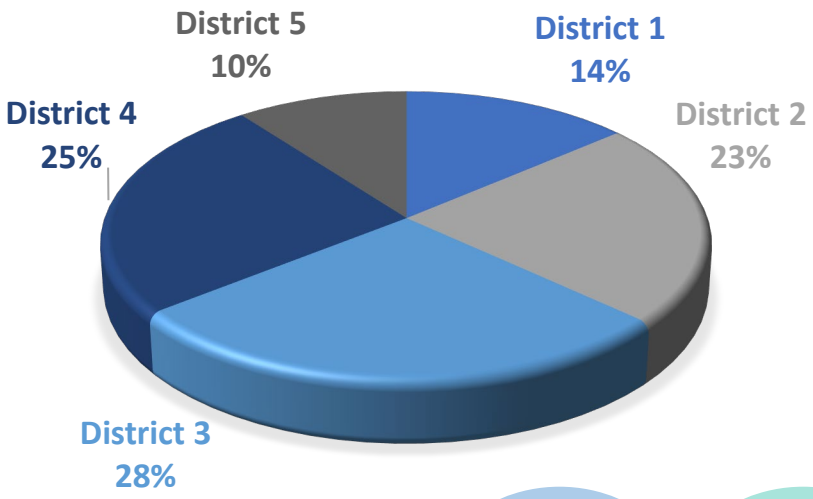
SBDC 2018-2024 YTD



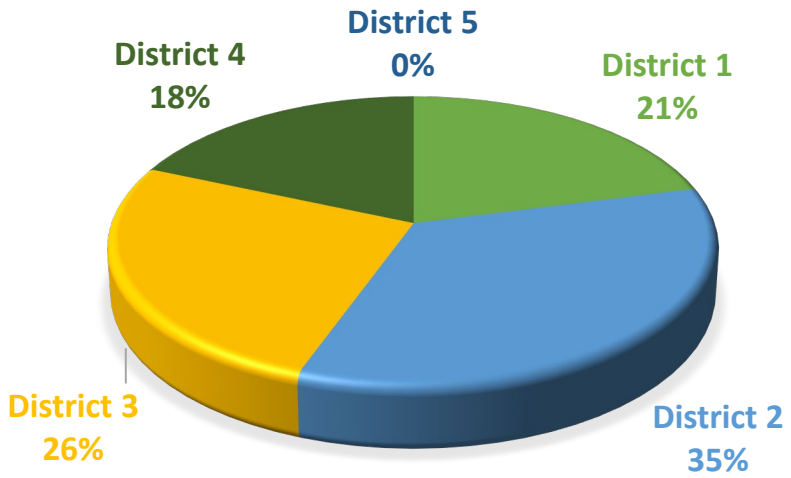
	2018	2019	2020	2021	2022	2023
New Business Starts	8	7	6	7	11	21
New Clients	20	24	61	92	92	127
Existing Clients	140	147	213	201	180	181

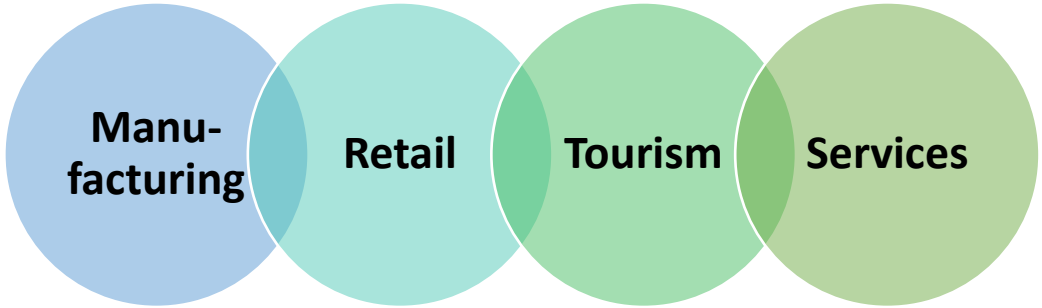
SBDC CLIENTS BY DISTRICT

2023 NEW CLIENTS



2024 NEW CLIENTS

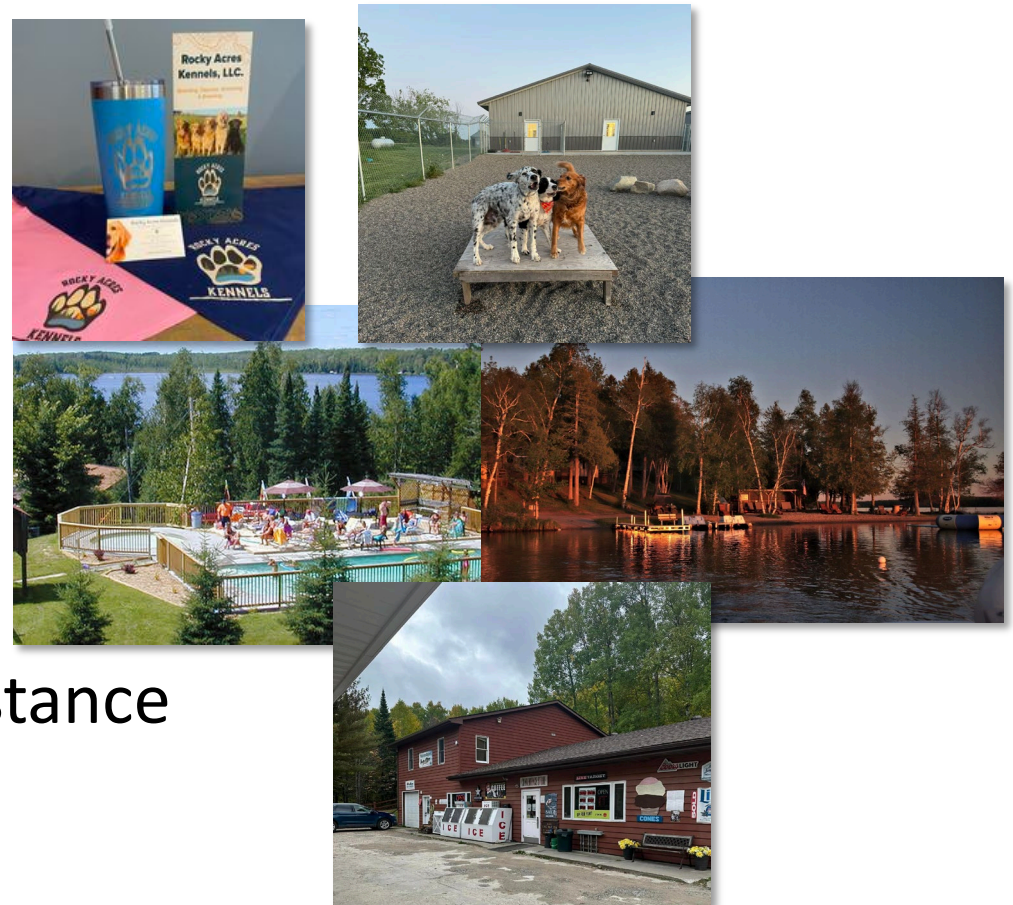




SBDC CLIENT HIGHLIGHTS & PROJECTS

Client Winners/Highlights/Projects in the works:

- Rocky Acres Kennels
- North Star Lake Resort
- Antler Lake Grant Assistance





PROMISE ACT GRANT PROGRAM

Program Overview

- **Purpose:** Provide competitive grants to small businesses in Northeast Minnesota experiencing economic hardship
- **Eligibility:** Business must show a 10% decline in gross revenue or any decline in net profit between ‘21 and ’22
- **Proof of Eligibility:**
  - 2021 and 2022 Business Tax Returns
  - Proof of Business Address
  - Primary Contact Identification

IEDC Contribution

- **Open Office Hours:** 30 hours of 1-on-1 assistance provided between March 26, 2024 and May 14, 2024
- **Location:** The Forge in Grand Rapids every Tuesday and Thursday from 2:00 to 4:00 pm
- **Clients:**
  - 6 in person client applications
  - 4 teleconference consultations

AMERICA'S SBDC MINNESOTA



SPECIALIZED BUSINESS TRAINING

- **Know your Numbers and Increase your Profits!**
  - Income Statement and Balance Sheet
  - Break Even
  - Margin and Markup
  - Ratios and Benchmarking
  - Finding Cash in your Business
  - Banking Relationship
  - Cash Flow Projections

2 Day Training

- **Day 1:** Interactive Presentation analyzing how your business can increase your bottom line: KEY PERFORMANCE INDICATORS
- **Day 2:** Individual Instructor time: dive into your business and apply what was learned in Day 1
- Curt Walczak, SBDC Trainer

Second Course in October 2024



OUR SERVICES

SBDC

- Business Plans
- Financial Analysis
- Start-Up Assistance
- Loan Packaging
- Marketing Assistance
- Business Site Selection
- Feasibility Analysis
- Succession Planning



BUSINESS, ATTRACTION RETENTION & EXPANSION

- **10 Active Projects**
  - 5 Attraction
    - 1 RFI
  - 3 Expansions
  - 1 Succession/Retention
  - 1 Relocation



- **Site Visits**
  - 1 Completed (3 properties)
  - 1 Planned (3 properties)





PROJECTS OVERVIEW

Maxwell

- Attraction (RFI)
- 175 New Jobs
- Capital Investment
  - $180-190 Million
- 3 Sites Selected
  - Site Visit Upcoming

Carb Char

- Expansion
- 5 New Jobs
- Capital Investment
  - $4-6 Million

Essentials

- Succession
- Retain 12 jobs
- Capital Investment
  - $1 Million

Itasca County Minnesota

APEX gets business

DEPARTMENT OF IRON RANGE RESOURCES & REHABILITATION

EMPLOYMENT AND ECONOMIC DEVELOPMENT

minnesota power AN ALLETE COMPANY

GREAT RIVER ENERGY

Lake Country Power A Touchstone Energy® Cooperative

NORTH ITASCA ELECTRIC

M.N. TECHNOLOGY

Milestones

- Business Plan Completion
- Site Agreement
- Local Support
- Social Equity Applicant



Services Provided

- Business Consulting
- Collaboration & Convening
- Advocacy



BUSINESS DEVELOPMENT

Outreach

- MN Chamber
- Community Venture Network
- Center on Rural Innovation
- NE MN Collaboration

Research & Advocacy

- MN Permitting
- Clean Tech
- Green Steel
- Aspen Institute's
  - Rural Wealth Building

MINNESOTA CHAMBER OF COMMERCE
GROWING MINNESOTA

EDAM
ECONOMIC DEVELOPMENT ASSOCIATION of MINNESOTA

CVN
COMMUNITY VENTURE NETWORK

MID AMERICA EDC

NREDA
National. Rural. Connected.

CORI
Center on Rural Innovation

Community Strategies Group
aspen institute

RMI
ENERGY. TRANSFORMED.

NREL
Transforming ENERGY

GREAT PLAINS INSTITUTE



COMMUNITY ENGAGEMENT & OUTREACH

- Goal: Visit/Attend City Counsel meetings in each of our surrounding communities. To strengthen our connection with local communities and understand their needs and aspirations better.
- IEDC has been actively engaging with communities across the region to gather feedback, share our initiatives, and collaborate on development projects.



2024 COMMUNITY PRESENTATIONS

Completed

- **Bovey**: January 17th
- **Nashwauk**: March 26th
- **La Prairie**: April 15th
- **Coleraine**: April 8th
- **Marble**: May 13th
- **Calumet**: May 21st
- **Harris Township**: May 8th
- **Deer River**: May 28th

Fall Schedule

- **Keewatin:** September
- **Warba**: September
- **Bigfork:** September
- **Effie:** November
- **Cohasset:** October
- **Grand Rapids:** October
- **Marcel:** October
- **Taconite:** November



COMMUNITY SOCIALS

New this year

- Purpose: Enhance engagement with community members and city leaders through informal interactions.
- Format: Held at locally-owned restaurants, with appetizers provided by IEDC.
- Locations Socials have been held so far: Nashwauk, Coleraine, and Harris Township.



DEER RIVER CARES

- **Objective:** Revitalize the area to boost local economy and community well-being.
- The "DR Cares" initiative focuses on the redevelopment of Deer River’s downtown district.
- **Partnerships:** Collaborating with local businesses, residents, and government agencies (Leech Lake Band, City of Deer River, Forward Health Foundation, Northern Star Co-Op, CEDA, Entrepreneurs and Community Members)



SITE IDENTIFICATION & DEVELOPMENT

Project Goals

- Assemble a database of Itasca County Properties.
- Capture key details to help create marketing materials and promote sites and buildings.
- Use matrix to score properties to help prioritize development (i.e. phase I, soil borings, feasibility, etc.)
- Pursue funding opportunities to conduct site readiness.

CURRENT PROGRESS

Research	43 Properties Confirmed (11 more pending review), 7 Buildings, 36 Land Only
	Gathering specific data in progress: water/sewer, natural gas, zoning, etc.
Active Development	Shovel Ready work funded at Eco Park
	Matrix Development
Next Steps	Complete Report – August 15th
	Complete Action Plan – September 30th



ITASCA ECO INDUSTRIAL PARK EXAMPLE

Example Evaluation Criteria:

- Location (20% Weighting)
- The property will be assessed based on the following factors:
  - Proximity to major highways, railways, ports, and airports
  - Accessibility for employees and suppliers
  - Proximity to customers and key markets
  - Infrastructure
  - Power
  - Zoning
- The Eco Park received a score of 5/5 for location due to its strategic positioning next to the major highway leading into Grand Rapids, its proximity to an airport, and its close access to rail transportation, as well as its proximity to other occupied industrial properties.



ENERGY TRANSITION

- Just Transition Steering Committee & Task Force
  - Engage – Plan - Pursue Opportunities
  - Community Town Halls (Round 1)
  - Just Transition Technical Support
- Energy Transition Advisory Committee
- Energy Transition Aid
- Energy Transition Community Grants
- DOE Grant

ENERGY TRANSITION
ITASCA COMMUNITY TASKFORCE

JUST TRANSITION TASK FORCE

Jan – Apr

Learn about Energy Transition, challenges and opportunities

May – Aug

Creating our action plan through facilitated workshop sessions.

1st Community Townhall Series

Sept – Oct

Draft Action Plan/Report

2nd Community Townhall Series

Nov

Work on finalizing plan and present draft at Summit.

Dec 2024 – 2025+

Develop project plans, committees, grant writing, etc.

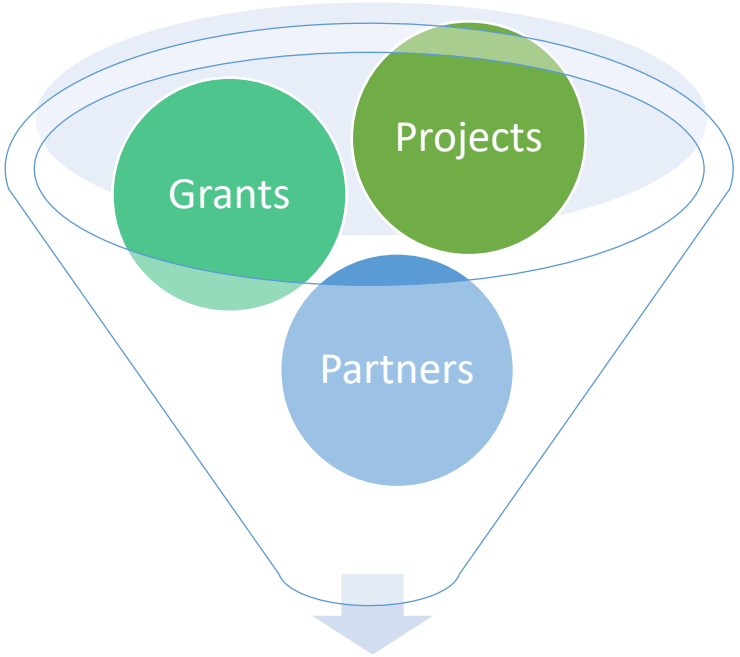


Task Force completed two meetings learning about the impacts to the community, other communities going through transition, and local, state and federal opportunities.

ENERGY TRANSITION
ITASCA COMMUNITY TASKFORCE



ENERGY TRANSITION
ITASCA COMMUNITY TASKFORCE



Opportunity

Engage

Educate

Plan

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

Tuesday, June 25, 2024

REQUEST FOR BOARD ACTION: RBA-2024-145

DEPARTMENT: Health & Human Services **TIME REQUESTED:** 5 Minutes
PRESENTER: Sarah Anderson, Steve Gottwalt

AGENDA ITEM:
County Based Purchasing (IMCare) Division Update/Presentation

BOARD ACTION REQUESTED:
Receive County Based Purchasing (IMCare) Division Update/Presentation, including a CARMA Update and 2024 Session Summary from the Minnesota Association of County Health Plans (MACHP).

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. MACHP - 2024 CARMA Update and Session Summary IMCare 6-25-24

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**



MINNESOTA ASSOCIATION OF
County Health Plans

CARMA Update and 2024 Session Summary

Steve Gottwalt, MACHP ED

June 25, 2024 | Itasca County Board

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CARMA Development Bill: SF3372 / HF3533

- **2024 Bill:** DHS Commissioner to work with AMC and CBP plans to develop the CARMA model and bring it back to the Legislature in 2025.
- **Passed and Signed:** The bill passed the House and Senate as part of the huge Tax Omnibus Bill, which Governor Walz has signed into law.

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MINNESOTA ASSOCIATION OF County Health Plans

CARMA Work Group

- **"Steering Group":** DHS, Assoc. of MN Counties (AMC), CBP plans, and the procurement mediators. Has been meeting for more than a year.
- **Now engaging "Subgroups" to flesh-out the model:**
  - *Benefits and Services*
  - *Population Expansion*
  - *Legislative*
  - *Financial*
  - *Oversight and Regulation*
  - *Performance Improvement and Measurement*
  - *Systems Integration*

CARMA Work Group

- **Subgroups** – meeting through the summer.
- **October deadline** – Need to have a detailed implementation plan, model legislation and identification of any needed waivers ready to deliver to the legislature January 15, 2025.
- **First draft, CARMA model legislation** – June 14

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MINNESOTA ASSOCIATION OF
County Health Plans



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2024 Session Summary:

Supported

- **CARMA** - develop implementation plan and legislation - ***Passed***
- **EMS funding and new Office of EMS** - Rural EMS, emergency aid, and EMS education/training funds; cabinet-level office - ***Passed***
- **Mental health funding increases** - inpatient and school-based; DHS plan for MA reimbursement of HCBS in acute care settings - ***Passed***
- **Retroactively eliminate the county share** - for certain direct care and treatment services. - ***Passed***
- **HMOs must be non-profits** - UnitedHealth grandfathered - ***Passed***

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2024 Session Summary: Supported

- **12-month continuous MA eligibility for adults - *Failed***
- **Rural dental professional loan forgiveness program - *Failed***
- **DHS to seek waiver for MA coverage of nutrition supports - *Failed***
- **DHS care coordination technology system demonstration - *Failed***
- **SNAP as a medical program - *Failed***
- **MA prerelease care transition services for prison inmates - *Failed***

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MINNESOTA ASSOCIATION OF County Health Plans

2024 Session Summary: Opposed

- **Release of patient health records per Minnesota law** - stricter than federal HIPPA; tougher to share patient data for health care - ***Passed***
- **Tightening of prior authorization and coverage of health services** - hampers care management; does not match current interoperability standards - ***Passed***
- **More intensive regulation of children's MH treatment** - ***Passed***
- **Removal of CPI inflator for copying of medical records** - ***Passed***
- **Required disclosure of salary ranges in job postings** - ***Passed***

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2024 Session Summary:

Opposed

- **MinnesotaCare as a public option** - low reimbursement would have decimated rural providers - ***Failed***
- **New tax on all health care coverage claims (including CBP)** - ***Failed***
- **Programs for All-inclusive Care for the Elderly (PACE) implementation** - would negatively impact MSHO enrollment - ***Failed***

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2024 Session Summary:
Other legislation of interest

- **Establishing new Department of Children, Youth and Families** - statutory provisions establishing the department carved-out of DHS; includes CBP in "state agency" having lien for cost of care and payments - ***Passed***
- **Greater disclosure of hospital service closure plans** - requires public notice and hearings when a hospital plans to end or relocate services; gives local community first right of refusal in sale of a hospital - ***Passed***
- **Health plans (including CBP) must include "essential community providers" in all plans** - ***Passed***

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2024 Session Summary:
Other legislation of interest

- **Health plans (including CBP) must develop a maternal mental health program** - ***Passed***
- **Increased pharmacy professional dispensing fee** - ***Passed***
- **New interstate compacts for various providers** – PAs, OTs, dentists, dental hygienists, social workers, licensed professional councilors, audiologists - ***Passed***
- **Debt Fairness Act** - providers must publish debt collection policies, and cannot deny care to covered individuals or family members because of medical debt; collection agencies cannot report medical debt to consumer reporting agencies - ***Passed***

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MINNESOTA ASSOCIATION OF
County Health Plans

Thank you!

Steve Gottwalt
Executive Director
steve@MACHP.org
952-923-5265

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

Tuesday, June 25, 2024

REQUEST FOR BOARD ACTION: RBA-2024-286

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

AGENDA ITEM:
IMCare 2023 Compliance Update

BOARD ACTION REQUESTED:
Information only

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. 2023 Compliance Program Report

RESULT: INFORMATIONAL - NO ACTION TAKEN

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

Tuesday, June 25, 2024

REQUEST FOR BOARD ACTION: RBA-2024-258

DEPARTMENT: University of Minnesota Extension **TIME REQUESTED:** 5 Minutes
PRESENTER: Conley Janssen

AGENDA ITEM:
Itasca County Farm Family of the Year

BOARD ACTION REQUESTED:
Honor Dowell Farm as the 2024 Itasca County Farm Family.

BACKGROUND:
Itasca County
Justin and Wililyn Dowell

Growing up on a farm in the Philippines until age 12, Wililyn gained invaluable experience cultivating a variety of crops such as rice, garlic, onion, ginger and tobacco. This early exposure to farming instilled in her a deep connection to the land and a passion for agriculture.

Wililyn married Justin in Hawaii in 1996. The couple, along with their four children, moved to Grand Rapids in 2005 on a 10-acre hobby farm near Little Splithand Lake. Wililyn spent many years working in real estate, the mortgage industry and property rentals. Following the onset of the pandemic in 2020, Wililyn found herself drawn back to her agricultural roots. She and her husband embarked on a new chapter by starting a farm operation on their homestead in 2022.

Wililyn and Justin, a disabled veteran, invested in three high tunnels in 2022 and 2023 to extend the growing season and increase productivity. These structures allowed them to cultivate a wider range of crops and start early seedlings, maximizing their yield and revenue potential. Their farm operation encompasses various crops including tomatoes, peppers, beans, cucumbers, squash, pumpkins, greens, flowers and herbs. Venturing into experimenting with Asian produce such as long beans, bitter melon, Japanese eggplant and okra reflects Wililyn's cultural heritage and expertise in diverse agricultural practices.

While overseeing the day-to-day operations of the farm, Wililyn and Justin receive valuable support from their adult children and friends, particularly during harvest time. Committed to producing food through organic methods and eliminating chemical pesticides, they prioritize sustainable farming practices.

Wililyn's commitment to community involvement and her contributions to agricultural organizations

highlight her dedication to both her farm and the broader community. Operating her booth at the Grand Rapids Farmers Market and serving as an Aggregation Manager, she fosters collaboration among multiple vendors and local businesses. Initiatives include partnerships that provide food products to schools for Farm to School programs and supporting underserved communities through local food purchase assistance programs. Participating in University of Minnesota Extension's Master Gardener program and coordinating programs to connect emerging farmers with USDA support further showcases Wililyn's dedication to sustainable agriculture and community development.

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, June 25, 2024

REQUEST FOR BOARD ACTION: RBA-2024-284

DEPARTMENT: Environmental Services
TIME REQUESTED: < 5 Minutes
PRESENTER: Greg Stoltz

AGENDA ITEM:
Transfer Station Operations Contract

BOARD ACTION REQUESTED:
Approve the County Board Chair and others to sign the new Operations Contract with General Waste & Recycling LLC.

BACKGROUND:
General Waste & Recycling LLC. was the chosen operator of the Itasca County Transfer Station through an RFP process. The final contract between General Waste & Recycling LLC and Itasca County has been completed and reviewed by both the Environmental Services Department and the County Attorneys office and is ready for approval by the Itasca County Board of Commissioners.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. General Waste Complete Contract 2024.5.21

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

AGREEMENT FOR OPERATION OF TRANSFER STATION AND CONTAINER SITE HAULING

This Agreement for Operation of Transfer Station (the "Agreement") is made and entered into this ____ day of _____, 2024 (the "Effective Date") between Itasca County, Minnesota (the "County") and General Waste & Recycling, LLC. (the "Contractor").

RECITALS

WHEREAS, the County owns facilities consisting of a transfer building with parking area, scale house and scales (the "Transfer Station") with an address of 29959 East Bass Lake Road, Grand Rapids, Minnesota 55744 as shown in Exhibit H. (The County also owns remote canister sites as identified in Exhibit A ("Canister Sites").

WHEREAS, the County desires to enter into an Agreement with Contractor for the purpose of operating the Transfer Station and container hauling from the Canister Sites (the "Services");

NOW, THEREFORE, in consideration of the mutual agreements and covenants hereinafter contained the Parties hereby agree to as follows:

SECTION 1: DEFINITIONS

1.1 Commercial Hauler. A person, firm, or entity that is a customer of the Transfer Station and/or Demo LF and is in the business of hauling solid waste for another person or firm and collects a fee for that service.

1.2 Commercial Self-Hauler. A person, firm, or entity that is a customer of the Transfer Station and/or the Demo LF or and which hauls solid waste generated by that same person, firm, or entity.

1.3 Commercial Customers. Commercial Hauler and Commercial Self-Hauler, collectively.

1.4 Demolition Debris. Demolition Debris has the meaning attributed to it in Minnesota Administrative Rules Chapter 7035.0300, Subpt.30, which is "solid waste resulting from the demolition of buildings, roads, and other structures including bituminous concrete, untreated wood, masonry, glass, trees, rock, and plastic building parts. Demolition debris does not include asbestos wastes."

1.5 Designated Destination Site. A disposal facility permitted to accept MMSW for purposes of disposal, recycling, or conversion to a different material not treated as solid waste.

1.6 Designated Recycling Facility. A permitted site used to process and market the Recyclable Materials.

1.7 Canister Sites. Satellite sites where MMSW and/or Recyclables may be dropped off by County residents. The Canister Sites existing as of the Effective Date are located at Bass Lake, Bigfork, Bray Lake, Deer River, Goodland, Iron Range, Long Lake, Sago, Spring Lake, Squaw Lake, Sunrise, and Suomi, and Danson as set forth on the map attached hereto as Exhibit A.

1.8 Electronics or E Waste. Means "video display devices (VDDs)," televisions, computers, portable batteries and "covered electronic device" and any other items that fall within the scope of MN Statute 115A.1310.

1.9 Hazardous Waste. "Hazardous waste" means any refuse, sludge, or other waste material or combinations of refuse, sludge or other waste materials in solid, semisolid, liquid, or contained gaseous form which because of its quantity, concentration, or chemical, physical, or infectious characteristics may (a) cause or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating reversible illness; or (b) pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise managed. Categories of hazardous waste materials include, but are not limited to: explosives, flammables, oxidizers, poisons, irritants, and corrosives. Hazardous waste does not include source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954, as amended (MN Statute 116.06, Subpart 11).

1.10 Holidays. Holiday schedule established by County to be observed for operating hours of the Facilities and Canister Sites for public use. Alternative holiday hours may be available to commercial haulers and commercial self-haulers at the sole discretion of Contractor.

1.11 Individual Self-Hauler. A person that is a customer of the Transfer Station and/or Demo LF that hauls solid waste generated by that same person for made primarily for personal, family, or household purposes and who utilizes either the coupon or substitute coupon method of payment.

1.12 Mixed Municipal Solid Waste (MMSW). MMSW means garbage, refuse, and other solid waste from residential, commercial, industrial, and community activities that the generator of the waste aggregates for collection, except as provided in paragraph (b). (b) Mixed municipal solid waste does not include auto hulks, street sweepings, ash, construction debris, mining waste, sludges, tree and agricultural wastes, tires, lead acid batteries, motor and vehicle fluids and filters, and other materials collected, processed, and disposed of as separate waste streams (Mn Statute 115A.03, Subpart 21). MMSW does not include Hazardous Waste or Special Waste.

1.13 Recyclable Materials. Means the following source separated materials: newspaper, mail, and magazines, uncoated printing, writing and office paper, empty steel and tin cans, empty aluminum cans, old corrugated containers/cardboard (uncoated), uncoated paperboard (e.g., cereal boxes), empty HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.), empty PET bottles with the symbol #1 (beverage bottles, hinged fruit containers, etc.), empty PP containers with the symbol #5 (yogurt cups, plastic bottles, trays, etc.) and empty glass food and beverage containers that are brown, clear or green.

1.14 Special Waste. Special Waste means waste or materials requiring special handling in accordance with any applicable federal, state, provincial or local laws or regulations, including, but not limited to, the following: polychlorinated biphenyl ("PCB") wastes, industrial process wastes, asbestos containing material, petroleum contaminated soils, treated/de-characterized wastes, incinerator ash, medical wastes, demolition debris, sludge from a water supply treatment plant or air contaminant treatment facility, and other discarded waste materials and sludge's, in solid, semi-solid, liquid, or contained gaseous form, resulting from industrial, commercial, mining and agricultural operations, and from community activities, but does not include hazardous waste, animal waste used as fertilizer, earthen fill, boulders, rock, sewage sludge, solid or dissolved material in domestic sewage or other common pollutants in water resources, such as silt, dissolved or suspended solids in industrial waste water effluents or discharges which are point sources subject to permits under section 402 of the Federal Water Pollution Control Act, as amended, dissolved materials in irrigation return flows; or source, special nuclear, or by-product materials as defined by the Atomic Energy Act of 1954, as amended. Special Waste also refers to major appliances as defined by MN 115A.03, tires, batteries, and non-charged refuse.

1.15 Unacceptable Waste means any materials or waste that (i) are considered hazardous under applicable law; (ii) pose a threat to public health, safety, or to the environment; (iii) cause damage to, or materially adversely affects, the operation of the Facilities or to the ultimate disposal destination facilities (landfills or resource recovery facilities); (iv) Special Waste; (v) any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, any materials containing information protected by federal, state or local privacy and security laws or regulations; or (vi) any other material that is not allowed at the Facilities, or the ultimate disposal destination facilities (landfills or resource recovery facilities), under their applicable permits or applicable law

SECTION 2: TERM OF AGREEMENT.

The initial term of this Agreement shall be for a period of five (5) years, commencing on Effective Date (the "Initial Term").. Thereafter, this Agreement may be extended or renewed upon mutual agreement of the parties in

writing for a subsequent five (5) year term or otherwise mutually agreed upon term (the "Renewal Term"). Notwithstanding the foregoing, this Agreement may be terminated for cause pursuant to Section 7.

SECTION 3: USE AND OPERATION OF THE FACILITIES.

3.1 **Transfer Station.** Subject to the covenants and conditions of this Section, the County shall provide to Contractor, the exclusive right to operate and manage the Transfer Station.

3.1.1. Contractor shall operate the Transfer Station and be solely responsible for the employment of sufficient numbers of personnel and provide all necessary equipment to operate the Transfer Station in a manner that will ensure its smooth operation and will not unreasonably delay the unloading and loading of any haulers' trucks at the Transfer Station.

3.1.2. For MMSW generated during County projects that is delivered to the Transfer Station by a third party designated contractor, Contractor shall not charge the designated contractor any disposal or tipping fee; provided, however, that the Contractor shall bill the County, and the County shall pay Contractor, the tipping fee set forth below in Section 5.1.2, which shall be subject to a monthly fuel surcharge, or discount, if the average price of diesel fuel deviates from the threshold price of 3.00/gallon. Fuel price will then be adjusted as described in Exhibit B.

3.1.3. Contractor shall charge Commercial Customers a tipping fee as set forth below in Section 5.1.1.

3.1.4. Contractor agrees to operate the Transfer Station in accordance with Exhibit D, or as authorized by the Transfer Station permit issued by the state or any applicable government entities if different from Exhibit D. In addition, the Transfer Station shall be open extended hours for use by Commercial Customers as described in Exhibit D except for emergencies and inclement weather. Contractor shall not alter the hours of operation without the consent of the County.

3.1.5. Unacceptable Waste shall not be delivered to the Transfer Station. Title to and liability for any Unacceptable Waste delivered to the Transfer Station shall not pass to Contractor but shall remain with the generator and/or deliverer of such Unacceptable Waste at all times. Contractor shall have no obligation to handle any Unacceptable Waste, but if it elects to handle Unacceptable Waste, the Contractor may pass through the reasonable costs associated with Contractor's handling of such Unacceptable Waste to the County or generator.

3.1.6. Contractor shall ensure that outbound containers, vehicles and trailers are weighed and are going to appropriate facilities for the disposition of MMSW and Recyclables. Contractor shall be responsible for the proper and timely loading of all outbound containers, vehicles and trailers with MMSW accepted at the Transfer Station for disposal.

3.1.7. Contractor shall transport, or cause to be transported, all MMSW from the Transfer Station to the Designated Destination Site.

3.1.8. All required and necessary routine maintenance and housekeeping at the Transfer Station, as further described in Exhibit E, shall be the sole responsibility of the Contractor unless otherwise noted in Exhibit E. Contractor shall be responsible for routine maintenance of the scale(excluding load cell replacement), landscape maintenance including cutting the grass and snow removal, litter control measures, cleaning of the restrooms and lockers, maintaining interior and exterior light fixtures and operating the site in a clean and orderly manner in accordance with all regulations and federal, state and local laws.

3.1.9. Contractor shall cooperate with County regarding reports and filings required by the State, County, City and any other federal, state or local regulatory entity; provided, however, that ultimately, it is the County's responsibility to submit or file all such reports and filings.

3.1.10. Contractor shall be responsible to take all reasonable safety precautions with respect to the work, its employees, and all invitees to the Transfer Station, and shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority.

3.1.11. Contractor shall monitor and empty the liquid collection tank at the Transfer Station and shall cause the appropriate disposition of the liquid waste at a site permitted to accept such waste. Contractor shall be responsible for the costs of transporting, treating and disposing of the liquid waste.

3.1.12. Contractor shall monitor computer-controlled systems for heat, air quality, light, fire suppression and notify County when repairs are necessary. The County will be responsible for the necessary repairs.

3.1.13. Contractor shall be responsible for invoicing all Commercial Customers delivering MMSW to the Transfer Station in accordance with Exhibit G.

3.1.14. Contractor shall be responsible to invoice the County for all Recyclable Materials delivered to the facility in accordance with Exhibit G.

3.1.15. Contractor shall be responsible for accepting Prepaid Coupons from Individual Self-Haulers.

3.1.15.1. The County will continue to sell and retain the revenue from the sale of disposal coupons ("Prepaid Coupons") issued to Individual Self-Haulers of both MMSW and Demolition Debris. The Prepaid Coupons provide access to the Facilities. The Prepaid Coupon is presented to the Contractor and "punched" each time waste is delivered to the Facilities. The punches on a Prepaid Coupon shall be calculated by multiplying the quantity of waste to be tipped by the Tipping Fee.

3.1.15.2. Contractor shall adhere to the following practices and procedures for Prepaid Coupons:

A. Individual Self-Haulers will be counted by vehicle.
B. The quantity of the household MMSW and demolition waste to be tipped shall be measured by weight and documented on County approved forms. If scale is non-operational the inbound materials will be measured by volume until the scale becomes operational.
C. Contractor shall collect fully utilized Prepaid Coupons that have been completely punched or used from Individual Self-Haulers. Contractor shall then provide those fully utilized coupons to the County within 30 days of the last punch.
D. A coupon substitute in a form similar to that set forth in Exhibit C shall be completed in triplicate and signed by both the Individual Self Hauler and Contractor in the event the Individual Self-Hauler does not possess a Prepaid Coupon.
E. The Individual Self-Hauler shall be instructed verbally by Contractor to submit the coupon substitute together with payment to the County Environmental Services office within 14 days from the date the coupon substitute is used.
F. Contractor shall retain its copy of the coupon substitute and shall submit the County's copy to the County.
G. Contractor shall exercise commercially available efforts to assist the County's efforts to track Prepaid Coupons and unpaid Coupon Substitutes.
H. Contractor, at its sole option, may from time to time assist the County in the process of collecting coupon substitutes.

3.1.16. Contractor shall let the County use a mutually agreed upon area within a Transfer Station building for County's household hazardous waste program at no additional cost. The County is solely responsible for the implementation of operation of the County's household hazardous waste program.

3.1.17. Contractor shall immediately notify the Environmental Service Department (ESD) together with MPCA of the occurrence of any emergency at the Facilities. Emergency is a fire, explosion or

release to the air, land or water of pollutants that threaten human health or environment. Within two weeks after an emergency, Contractor shall assist the County in preparation of any required report to the MPCA describing the Emergency and procedures followed to minimize potential hazards.

3.2.1.

3.2 **County's Obligations and Rights.**

3.3.1. County agrees to procure and maintain at County's sole expense, all necessary permits and licenses required by Applicable Law for the performance of work under this Agreement, including, but not limited to, any permits required from the Minnesota Pollution Control Agency ("MPCA"). County shall be responsible for the Facilities' compliance with any applicable permits, including the operating permit and Industrial Stormwater Permit.

3.3.2. County shall be solely responsible for all required capital improvements to the Facilities, the non-routine repairs and maintenance, HVAC, scale, scale house, structural and roofing issues, plumbing or electrical issues, repair or replacement of any surfaces, curbing and the like, maintenance of Transfer Station's computer-controlled environment system; modifications and improvements to Facilities building, building systems, permanent roads, ditches, fences, wells, trees, shrubs, etc. County shall not be responsible for any repairs that are the result of Contractor's negligence or lack of care in the performance of its work.

3.3.3. County shall be entitled to inspect the Facilities and view the operations of the Transfer Station at any time with reasonable advance notice in order to verify compliance with this Agreement; provided, however, that such inspections of the Facilities shall not be of such duration or frequency as to interfere with the operation of the Facilities.

3.3.4. County reserves the right, at its expense and upon reasonable notice to Contractor, to examine or inspect the records that relate to the calculation of tonnages deposited at and transferred from the Transfer Station.

3.3.5. County, during the Term and at County's sole cost and expense, shall pay real estate and property taxes, special assessments, maintain and keep in good repair the roof, tipping floor, exterior walls (exclusive of inside surfaces and glass, windows and doors), gutters, down spouts, foundations, underground plumbing and sewer lines, building systems (the heating, ventilating and air conditioning system), structural supports and all other structural components of the transfer and scale house building(s) of which the Transfer Station are a part, and water, gas and electric service lines to the point where such service lines enter the building(s) of which the Transfer Station is a part.

3.3.6. If, during the Term or previous thereto, the Facilities or the building of which said Facilities are a part shall be destroyed or so damaged by fire or other casualty as to become untenantable, then in such event, at the option of County or Contractor, this Agreement may be terminated. County or Contractor shall exercise this option to so terminate this Agreement by notice in writing delivered to the other Party within thirty (30) days after such damage or destruction. If County or Contractor does not elect to terminate this Agreement, this Agreement shall continue in full force and effect, and County shall expeditiously repair the Facilities, placing the same in as good a condition as they were at the time of the damage or destruction, and for that purpose, may enter said Facilities.

3.3.7. The County shall be solely responsible for any all-future costs for engineering, legal and other like activities associated with any future modifications or future applications to any federal, state or local agency with appropriate jurisdiction affecting the Facilities, Facility permits, land zoning, storm water discharge permits and inclusion in County Solid Waste plans.

3.3.8. The County shall be solely responsible for closure and post closure obligations of the Facilities. The Parties agree that Contractor shall have no responsibility or liability for any closure or post closure obligations of the Facilities; provided, however, that Contractor shall remain responsible for damages resulting from Contractor's negligence and willful misconduct, including lost profits if Contractor's negligence or willful misconduct directly causes the Facilities to prematurely shut down.

SECTION 4: DCANISTERSITES & RECYCLING.

4.1 County Responsibilities:

4.1.1 Containers and Collection at Canister Sites: The County shall be solely responsible for the hauling of MMSW from the Canister Sites and delivering them to the Transfer Station. The County shall pay the Contractor the rates described in Section 5.1.2 for MMSW it transports from the Canister Sites to the Transfer Station.

4.1.2 Canister Sites; Signs and Informational Posting: The County either owns or leases the Canister Sites. The County shall operate the Canister Sites during posted open hours at the respective site. The County shall provide instructions to users of the recycling containers at the Canister and facility sites. Signs provided by the County shall be posted at each site which define acceptable and unacceptable materials for each container based on the Contractors list of acceptable recyclable materials. Printed handout material, provided by the County, describing acceptable and unacceptable material and proper methods of preparation of recyclables shall be available to users upon request of the site attendant during posted open hours of the site.

4.1.3 Supervision & Staffing at Canister Sites: The County shall provide labor at the Canister Sites to supervise the Canister Sites and to ensure that Unacceptable Wasteis not placed in any of the containers and to ensure the correct placement of the proper Recyclable Materials into the correct designated containers at the Canister Sites

4.1.4 New or Alternative Designated Canister Center Locations: The County reserves the exclusive right to designate and establish new or alternative designated Canister Sites to be serviced by Contractor within Itasca County not to exceed 5 new sites. Contractor shall commence servicing recycling containers at alternative designated Canister centers within 60 days written notice of said designation. Contractor shall be entitled to additional compensation with respect to new Canister centers designated by the County and additional transportation costs for alternative Canister centers designated by the County.

4.1.5 Exclusive Agreement/Licensing: The County agrees that during the term of this agreement, the County shall not contract for Services with any other person, business or corporation without Contractor's prior written consent. The purpose of this provision is to provide Contractor with the exclusive right to handle Recyclable Materials which Itasca County controls during the term of this agreement in recognition of the requirement that Contractor handle both profitable and less profitable recyclable materials.

4.2 Contractor Responsibilities:

4.2.1 The Contractor shall provide container(s) for comingling the following types of Recyclable Materials at each of the Canister Sites: 1) glass, 2) newspaper and magazines, 3) Tin and aluminum, 4) cardboard, and 5) plastic bottles and jugs with a #1, #2, or #5 resin identification code. Contractor may elect to source separate the recyclable, at Contractor discretion so long as

all Recyclable Materials are recycled. Contractor shall collect Recyclable Materials from the recycling containers at the Canister Sites and transport them to the Transfer Station or to a Designated Recycling Facility. Contractor may subcontract this work to American Disposal, Inc. or an alternative subcontractor at Contractors discretion.

4.2.2 Contractor shall weigh the Recyclable Materials collected from the Canister and Transfer Station at the Transfer Station scale or at such other certified scale approved by the County. Said Recyclable Materials shall be weighed prior to their removal from the vehicle from which they are collected.

4.2.3 In the event the Recyclable Materials are contaminated in Contractor's sole discretion, Contractor may reject the load or transport them to the Transfer Station for removal of the contamination for an additional fee. Contractor will charge the County, and the County shall pay, the rates and fees set forth in Section 5.1 for the contaminated Recyclable Materials.

4.2.4 Contractor shall create and maintain accurate and written records of its' recycling activities performed under this Agreement. Said records shall be open to County inspection and reproduction in the presence of a Contractor representative upon written notice. The records shall include Scale weight and supporting scale weight slip of recyclables collected at Canister Sites.

4.2.5 Contractor has the sole authority to select the Designated Recycling Facility. Contractor shall maintain accurate written records of Recyclable Materials transferred from Transfer Station to a Designated Recycling Facility pursuant to this Agreement including the following which shall be open to County inspection and reproduction upon prior written notice and in the presence of a Contractor representative:

4.2.5.1 Date of transfer.

4.2.5.2 Contractor's market area and/or corporate audit standards is used to determine the type and estimated weight of each type of Recyclable Materials transferred.

4.2.5.3 Scale records from the Transfer Station scale for each load of Recyclable Materials transferred from the Transfer Station to the "Designated Recycling Facility".

4.2.5.4 Scale records from the "Designated Recycling Facility" to which the Recyclable Materials are transferred.

4.2.5.5 A transportation record listing the date of shipment, gross tare and net weight on the scale of the Designated Recycling Facility.

4.2.6 Contractor will provide the County covered roll off containers for collection, transportation, and recycling of Electronics at Bray Lake, Spring Lake, Bigfork, Sago, Danson, Goodland, and the Transfer Station for the County's "Electronics Recycling" program.

4.2.7 Contractor shall bill the County for all Recyclable Materials delivered to the facility as described in Exhibit G. In addition, the Contractor will bill the County a monthly fee for the operation of the transfer station as described in Exhibit G. Contractor will bill the inbound Commercial Customer for all MMSW delivered to the facility as described in Exhibit G. At the sole discretion of the Contractor, Contractor will invoice Commercial Customers and/or County monthly or bimonthly for fees as described in Section 5.1.

SECTION 5: TIPPING FEES, COMPENSATION & COMPLAINTS

5.1 Tipping Fees and Other Fees

5.1.1 TS Tipping Fee for Commercial Customers. Contractor shall charge Commercial Customers the MMSW hauling and disposal rate as described in Exhibit G, which shall be subject to a monthly fuel surcharge if the average price of diesel fuel deviates from the threshold price of 3.00/gallon, as described in Exhibit B..

5.1.2 TS Tipping Fee for County. For MMSW generated during County projects that is delivered to the Transfer Station by a third party designated contractor, Recyclable Materials, and MMSW transported from the Canister Sites to the Transfer Station, Contractor shall charge the County the rates as described in Exhibit G, which shall be subject to a monthly fuel surcharge if the average price of diesel fuel deviates from the threshold price of 3.00/gallon, as described in Exhibit B. Canister

5.1.3 Bulky Items Problem Materials. Fees will be charged to the County or customer for handling, disposal, or removal of bulky items, problem materials, or unacceptable materials in accordance with Exhibit G. This includes items such as, but not limited to, furniture, mattresses, appliances, box springs, tires, household hazardous waste, liquids, industrial waste, etc. at the sole discretion of the Contractor.

5.1.4 Recycling Contamination and Handling Fee. Fees will be charged to the County or customer or handling, disposal, or removal of unacceptable materials, as shown in Exhibit G, at the sole discretion of the Contractor.

5.1.5 Credit Card Fees. Contractor reserves the right to charge administrative and/or processing fees in the event that a Commercial Customer uses a credit card for payment.

5.1.6 Denial of Service: Contractor reserves the right to refuse service to any customer for good cause such as, but not limited to; payment delinquency, safety concerns, employees harassment, criminal activity, etc.

5.1.7

5.2 Monthly Fee

5.2.1 County shall pay Contractor a fee of $69,750.00 per month for services provided under this Agreement as described in Exhibit G. The fees shall be adjusted by the CPI on July 1 of each year (beginning in the year 2025). Prior to the July 1 anniversary date, Itasca County shall compute the increase or decrease, if any, in the cost of living using as the basis for such computation the Consumer Price Index for all Urban Consumers, Minneapolis-St. Paul area - - all items (1982-84 = 100), hereinafter called the Index, published by the Bureau of Labor Statistics, United States Department of Labor. The monthly fee will be adjusted by the CPI pursuant to this agreement upon approval of the Itasca County Board of Commissioners. County shall remit payment pursuant to the County Auditor/Treasurer procedures and the County's written monthly cutoff schedule for receipt of invoices shall be provided to Contractor.

5.3 Complaints: Complaints received by the County relating to Contractor's service shall be recorded in writing listing the time, date, and name of complainant along with the address and phone number of that individual. A written copy of the complaint listing the nature of the complaint and corrective action recommended by the County shall be submitted to Contractor. Monthly reports to the County, by Contractor, shall identify the complaint and follow-up action taken.

SECTION 6: INSURANCE.

6.1 Contractor Responsibilities: Contractor agrees that it will at all times during the term of this Agreement keep in full force and effect the following insurance protection in the limits specified. See Exhibit F.

6.1.1 Workers' Compensation/Employer's Liability with statutory coverage.
Commercial general liability, occurrence form, providing bodily injury, personal injury, and property damage liability with a per claim limit of not less than one million dollars ($1,000,000) per occurrence, and two million dollars ($2,000,000 in the aggregate.

6.1.2 Comprehensive automobile liability for each automobile owned or leased by Contractor with a combined single limit of not less than one million dollars ($1,000,000

6.2 Certificates of insurance shall be provided to the County prior to commencement of the services under this Agreement. These certificates shall contain a provision that coverages afforded under the policies shall not be canceled until thirty (30) days prior written notice has been given to the County.

SECTION 7: TERMINATION / DEFAULT.

7.1 In the event either party to the Agreement shall be in breach of any of the provisions of this Agreement, the non-breaching party shall provide notice to the breaching party and breaching party shall have thirty (30) business days upon receipt of written notice, to correct the breach. If the breaching party fails to cure such breach within thirty (30) business days, or such other reasonable period of time as permitted by the non-breaching party, the non-breaching party may terminate this Agreement upon written notice of at least ninety (90) days to the breaching party.

7.2 In the event that there is a change in Federal, State, or local statutes, rules, other law, or fees (including host fees), which might make services provided under the term of this Agreement or any portion thereof unlawful or more or less expensive, all parties shall review the Agreement and renegotiate those items necessary to bring the Agreement into compliance with the new law or fees. Refusal to renegotiate within seven (7) days of a request, so as to bring this Agreement into compliance with the new law immediately (or within a reasonable time if immediate compliance is not possible) shall be cause for termination of this Agreement as of the date when the Agreement is out of compliance.

SECTION 8: INDEMNIFICATION.

8.1 The Contractor and County each agrees to indemnify, hold harmless and defend the other Party (including each of their respective affiliates, parents and subsidiaries) from and against any claim arising in whole or in part as a result of any violation of applicable law, breach of any provision, warranty or representation in this Agreement or any negligent or willful act or omission of such party, its employees or subcontractors in the performance of this Agreement, including any suits or actions brought against each other for or on account of, any injuries or damages received, sustained, or occasioned by or on account of negligent acts or omissions of either the Contractor or the County, their servants, subcontractors or agents incurred in the performance of this Agreement.

8.2 The County agrees to indemnify, hold harmless and defend Contractor and Contractor's corporate affiliates, parents and subsidiaries and subcontractors from any claims or liability which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of contamination or adverse effects on the environment including any liabilities for removal or remedial actions under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (also known as Superfund) or comparable state law, related to this Agreement or the Facilities.

8.3 Notwithstanding anything contained herein to the contrary, neither party shall be liable to the other for any incidental, special, punitive, or consequential damages.

MISCELLANEOUS.

9.1 **Compliance with Laws.** Contractor and the County, each of its officers, agents, employees, contractors, and subcontractors, shall abide by and comply with Applicable Law including all existing laws and laws which may be enacted by the federal, state, and local governments.

9.2 **Assignment.** Contractor is prohibited from assigning, transferring, or otherwise disposing of this Agreement, or its rights, title or interest therein, or its power to execute such Agreement to any other person, agent, broker, company or corporation without the expressed written consent of County, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Contractor may subcontract the performance, or portions of the performance, of this Agreement to subcontractors that are properly licensed to perform the services.

9.3 **Titles, Subheads and Capitalization.** Title and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of this Agreement. Some terms are capitalized throughout this Agreement but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

9.4 **Governing Law.** This Agreement shall be interpreted under and governed by the laws of the State of Minnesota.

9.5 **Severability.** Should any portion of this Agreement be deemed invalid or unenforceable to any extent, the Parties hereto agree that such provision shall be amended to the minimum extent necessary to make such provision enforceable, and the remainder of this Agreement shall not be affected thereby.

9.6 **Attorney Fees and Court Costs.** In the event suit is filed by either party as a result of the performance or non-performance of the terms set forth in this Agreement the prevailing party shall recover its attorney fees and court costs.

9.7 **Notices.** Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, or (c) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

If to the County, at:	Itasca County Environmental Services Administrator Itasca County Courthouse 123 Northeast 4th Street Grand Rapids MN 55744
With copy to	Itasca County Board of Commissioners, Chairman Itasca County Administrator Itasca County Courthouse 123 Northeast 4th Street Grand Rapids MN 55744
If to the Contractor at:	General Waste & Recycling, LLC 13020 Dem-Con Drive Shakopee, MN 55379

or such other addresses as the parties may hereafter specify by written notice delivered in accordance herewith.

9.8 **Entire Agreement and Amendments.** This Agreement, including the exhibits included by reference herein, constitutes the entire Agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both Parties to this Agreement.

The parties hereto have caused this Agreement to be executed as of the date(s) indicated below.

General Waste & Recycling, LLC

Signature: _____

Printed Name: _____

Title: _____

Date:

Itasca County, Minnesota

Signature: _____

Printed Name: _____

Title: Chairperson of the County Board

Date: _____

Itasca County, Minnesota

Signature: _____

Printed Name: _____

Title: Clerk of the County Board

Date: _____

Itasca County, Minnesota

Signature: _____

Printed Name: _____

Title: County Attorney

Date: _____

EXHIBIT A
Canister Sites

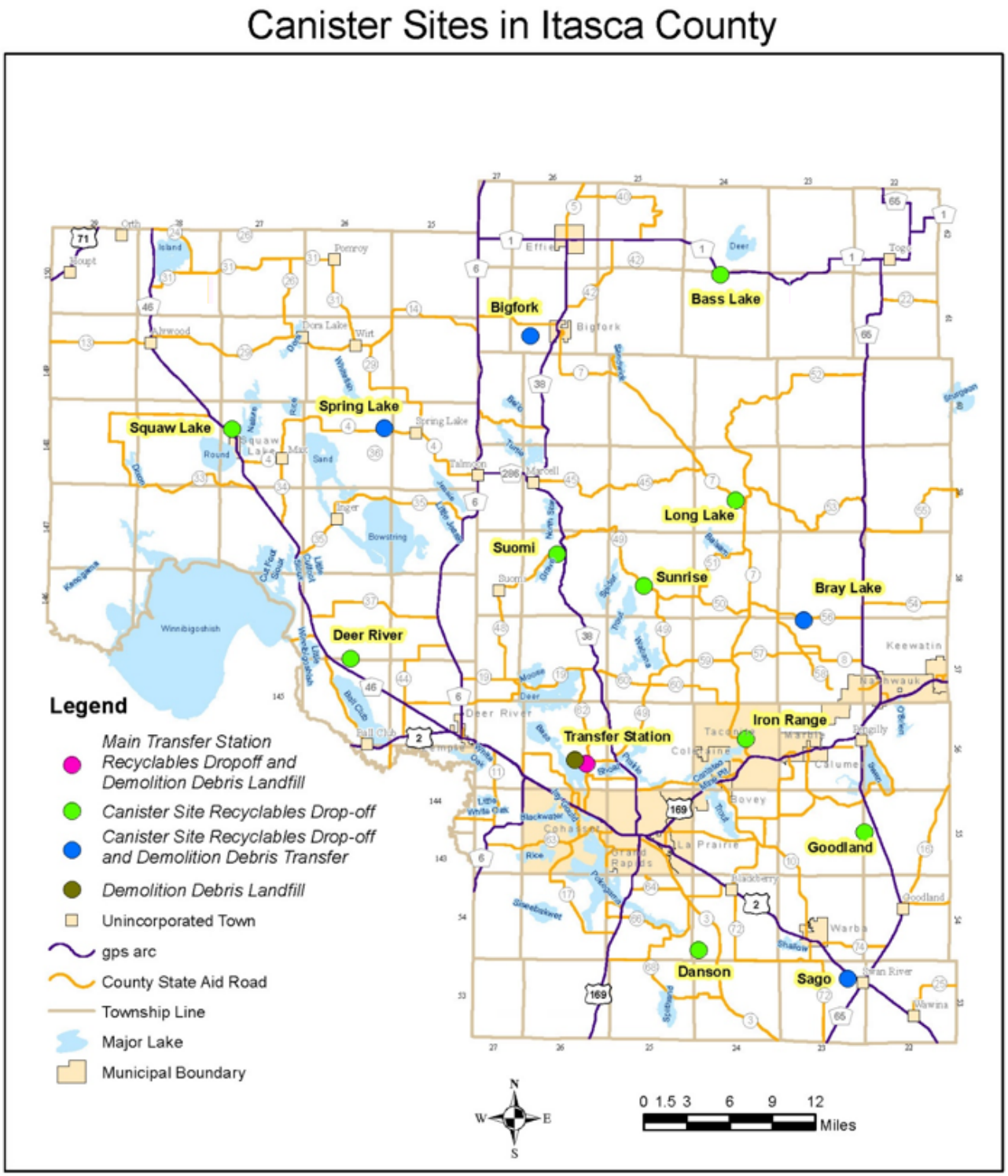


EXHIBIT B

Fuel Surcharge for Itasca County MMSW and Recycling Hauling

In the event that the price of fuel deviates from the threshold price of $3.00 per gallon a mileage-based fuel surcharge (or discount) shall be applied on a per haul basis. The surcharge will increase or decrease by one cent ($.01) per mile for every 5-cent increase or decrease in the price of diesel fuel above or below the threshold price. Calculations shall be made the first day of each month based upon the United States Department of Energy PADD 2 price for the previous Monday (or Tuesday if Monday is a Federal holiday).

EXHIBIT C
Substitute Coupon

ITASCA COUNTY
SOLID WASTE DEPARTMENT

Room 146 • Courthouse
Grand Rapids, Minnesota 55744
(218) 327-2857

6622

COUPON SUBSTITUTE

We regret that our system may have caused you an inconvenience. The coupon system is the most cost efficient method of administering a system of equitable charges for our site users. We hope that it will be possible for you to purchase the proper coupons from one of the vendors for your next visit.

PLEASE PRESS HARD

Site: _____ Date: _____

Name: _____
(Please Print)

Address: _____
(Street)

_____ _____ _____
(City) (State) (Zip)

License #: _____ Phone # _____

CHARGES FOR DEMOLITION

_____ cu. yds. @ $7/yd. = $ _____

_____ Appliances @ $4/ea. = $ _____

_____ Tires 15" & Under $2/ea. = $ _____

_____ Tires 16" & Under $7/ea. = $ _____

Less Coupons Submitted..... $ _____

Subtotal..... $ _____

* Service Charge..... $ _____

TOTAL DUE..... $ _____

PLEASE ENCLOSE PAYMENT (MADE PAYABLE TO THE ITASCA COUNTY TREASURER) IN THE POSTAGE PAID ENVELOPE AND SEND TO THE ITASCA COUNTY SOLID WASTE DEPARTMENT WITHIN 14 DAYS.

* Service Charge $1.00 - $5.00 = 50¢
$5.01 - $10.00 = $1.00
Over $10.00 = $2.00

The undersigned agrees to pay the above charges according to the terms set forth herein. In the event I fail to do so I agree to pay to the County as liquidated damages the sum of $20.00. In addition, in the event court action is necessary to collect the amounts owed to the County, I agree to pay to the County its costs and disbursements and a reasonable amount as and for its attorney's fees in such action.

_____ _____
Attendant's Signature Customer's Signature

Gold: Return With Payment
Green: Customer Copy
Blue: Solid Waste Department Copy

ITASCA COUNTY
SOLID WASTE DEPARTMENT

Room 146 • Courthouse
Grand Rapids, Minnesota 55744
(218) 327-2857

10300

COUPON SUBSTITUTE

We regret that our system may have caused you an inconvenience. The coupon system is the most cost efficient method of administering a system of equitable charges for our site users. We hope that it will be possible for you to purchase the proper coupons from one of the vendors for your next visit.

PLEASE PRESS HARD

Site: _____ Date: _____

Name: _____
(Please Print)

Address: _____
(Street)

_____ _____ _____
(City) (State) (Zip)

License #: _____ Phone # _____

CHARGES FOR GARBAGE

_____ Bags @ = $ _____

Less Coupons Submitted..... $ _____

Subtotal..... $ _____

* Service Charge..... $ _____

TOTAL DUE..... $ _____

PLEASE ENCLOSE PAYMENT (MADE PAYABLE TO THE ITASCA COUNTY AUDITOR/TREASURER) IN THE POSTAGE PAID ENVELOPE AND SEND TO THE ITASCA COUNTY SOLID WASTE DEPARTMENT WITHIN 14 DAYS.

* Service Charge $1.00 - $5.00 = 50¢
$5.01 - $10.00 = $1.00
Over $10.00 = $2.00

The undersigned agrees to pay the above charges according to the terms set forth herein. In the event I fail to do so I agree to pay to the County as liquidated damages the sum of $20.00. In addition, in the event court action is necessary to collect the amounts owed to the County, I agree to pay to the County its costs and disbursements and a reasonable amount as and for its attorney's fees in such action.

_____ _____
Attendant's Signature Customer's Signature

White: Return With Payment
Yellow: Customer Copy
Pink: Solid Waste Department Copy

EXHIBIT D

Itasca County Transfer Station Hours & Days of Operation

Facility Operational Hours:

Monday, Tuesday, Thursday, Friday 8:00 am – 5:00 pm

Wednesday 8:00 am – 7:00 pm

Saturday 8:00 am -5:00 pm

Sunday-CLOSED

The Transfer Station shall be closed to the **General Public and Commercial Customers**:

New Years Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Eve beginning at 2:00 p.m. & Christmas Day

The Transfer Station shall be open to **Commercial Customers**:
4:00 a.m. to 5:00 p.m. Monday through Friday except for the holidays listed above..

EXHIBIT E

Routine Maintenance, Preventative Maintenance and Utilities at the Itasca County Transfer Station

- **Electricity - Lake Country Power:**
  - **All Power into the Facility.**
  - **Contractor shall be responsible for paying the electric bill**

- **Natural Gas – City of Cohasset:**
  - **Used for Heating buildings in the Facility.**
  - **Contractor may choose not to heat transfer station building at Contractors sole discretion**
  - **Contractor shall be responsible for paying the heating bill**

- **Snow Plowing – Vender of Contractor Choosing:**
  - **Main Road, Parking Area, Traffic Areas for Transfer Station(does not include haul road to demolition landfill)**
  - **Apply Sand & Salt as needed for Slippery Conditions.**
    - **Itasca County ESD will supply a stock pile of Salt and Sand as needed.**

- **Grounds Maintenance – Vender of Contractor Choosing:**
  - **Maintain the Grass Areas around the Facility to assure Visual Aesthetics and Fire Prevention.**
  - **Clean-up Loose Garbage in and around the Facility.**
  - **Maintain Gated and Fenced areas for Site Security & to Prevent Trespassers during closed times.**
    - **State of MN will mow existing MMSW & Demolition Site.**

- **Scale Maintenance & Inspections – Vendor of Contractor Choosing**
  - **Maintain and Repair as needed.**
    - **Major Repairs or Upgrades recommended by Scale Vendor will be the responsibility of the County.**

- **Septic Tank Pumping/Thawing – Vender of Contractor Choosing:**
  - **Pump as needed, Septic Tank and Containment Tank in large Building.**
  - **Unclog or Thaw lines as needed.**

- **Plumbing Repairs – Vender of Contractor Choosing:**
  - **Repair/Replace leaking or improperly working fixtures and equipment.**
    - **Itasca County shall be responsible for all Major Plumbing Issues.**

- **Door Repairs & Locking Hardware – Vendor of Contractor Choosing:**
  - **General & Preventive Maintenance on all Garage Doors, Service Doors & Openers.**
    - **Itasca County shall be responsible for Replacement of worn out or Unrepairable Doors and Openers.**

- **Lighting & Electrical Repairs – Vendor of Contractor Choosing::**
  - **Clean and Maintain Light bulbs & Fixtures on the property.**
  - **Replace and/or Repair Electric Outlets & Problems as needed.**
    - **Itasca County will Repair/Replace all Major Electrical issues.**

- **Heating and Cooling – Vendor of Contractor Choosing:**
  - **Preventative Maintenance and General Repairs to the Heating and Cooling Systems within the Facility.**
  - **Possibly set up a Preventative Maintenance program for this service.**
    - **Filters, belts, thermostats, normal wear parts.**
      - **Itasca County ESD will review all warranty issues with manufacturer and repair/replace major components as deemed necessary by Honeywell.**

- **Fire Alarm Preventative Maintenance & Repairs – Vendor of Contractor Choosing:**
  - **Yearly Inspections on all fire alarms located within the Facility.**
  - **Repair/Replace parts as recommended by the vendor.**

        - **Itasca County ESD Is under contract with Brothers Fire for the maintenance and repairs to the Fire Suppression & Sprinkler Systems and the County shall be responsible for the fire suppression & sprinkler systems.**

- **Routine Maintenance & Tasks – Vender of Contractor Choosing:**
    - **Perform routine maintenance about the grounds and within the buildings on the property including but not limited to the removal of litter, sweeping, mopping, cleaning the bathroom and locker, emptying the garbage cans, posting and maintaining signs, cleaning the office.**

Contractor is not obligated to make any repair or replacement that would enhance the integrity of the facility beyond a condition beginning at the commencing of this Agreement. The County Board will review and consider reimbursement of any costs associated with Non-Routine Repairs, Maintenance, Modifications & Improvements to the Facility Site.

EXHIBIT F

INDEMNIFICATION AND INSURANCE

A. CONTRACTOR agrees to defend, indemnify and hold harmless 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 CONTRACTOR, anyone directly or indirectly employed by them and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this contract and against all loss by reason of failure of said CONTRACTOR to perform fully, in any respect, all obligations under this contract.

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

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

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

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

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

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

d. Employer's Liability

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

CONTRACTOR 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 COUNTY to the attention of _____(Name and mailing address of County employee/Department responsible for the contract management). 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. CONTRACTOR also agrees that any contract let by CONTRACTOR 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 COUNTY, its elected officials, officers, agents and employees for any liability, claims, causes of action, losses, demands, damages, judgments, costs, interest, expenses (including, without limitation, reasonable attorney fees, witness fees and disbursements incurred in the defendant thereof) arising out of or by reason of the acts and/or omissions of said Contractor, its subcontractors, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable for ; (2) require the Contractor to provide and maintain insurance in accordance with the following:

a. Workers' Compensation: (Statutory Limits)

Employer's Liability Insurance:

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

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

b. Commercial General and Automobile Liability Insurance:

		Limits
1.	Commercial General Liability:	
	Combined Bodily Injury and Property Damage	
	Each Occurrence Limit	$1,500,000
	General Aggregate Limit	$3,000,000
	Products - Completed Operations Aggregate Limit	$3,000,000

Personal and Advertising Injury Limit $1,500,000

Coverages above shall also include:
Premises - Operations
Contractual Liability (including oral and written contracts)
Explosion, Collapse, Underground Property Damage (XCU)

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

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

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

E. In addition to any other rights contained herein the County reserves the right to terminate, suspend or rescind this contract if the Contractor is not in compliance with the requirements contained herein and retains all rights its thereafter to pursue any legal remedies against Contractor. All insurance policies shall be open to inspection by the County upon written request.

Board Approval Dates: 12/19/2000; 04/27/2010

EXHIBIT G

FEES FOR SERVICES

Main Transfer Station Operation Services	
Transfer Station Operation Fee1	
Term:	60 Months
Per month rate:	$69,750.00

Materials Hauling Services to a Permitted Recycling Facility	
Recycling Hauling Fee[1]	
Proposed Disposal Facility/Facilities:	Dem-Con Materials Recovery, LLC, Shakopee, MN
Term:	60 Months
Per ton rate:	$75.00[3,4]

Materials Hauling Services to a Permitted MMSW Disposal Facility	
Proposed Disposal Facility/Facilities:	Republic Services Lake Area Landfill, Sarona, WI General Waste & Recycling, LLC, Keewatin, MN
Materials Hauling Fee*	
Term:	60 Months
Per ton rate:	Sarona, WI $96.61[2,3] Keewatin, MN $65.00 [3,5]

[1] The fees shall be adjusted by the CPI on July 1 of each year (beginning in the year 2025). Prior to the July 1 anniversary date, Itasca County shall compute the increase or decrease, if any, in the cost of living using as the basis for such computation the Consumer Price Index for all Urban Consumers, Minneapolis-St. Paul area - - all items (1982-84 = 100), hereinafter called the Index, published by the Bureau of Labor Statistics, United States Department of Labor.

[2] The MMSW per ton annual rate shall increase by the greater of 4% or the CPI on July 1 of each year

[3] Fuel Surcharge. In the event that the price of fuel deviates from the threshold price of $3.00 per gallon a mileage based fuel surcharge (or discount) shall be applied on a per haul basis. The surcharge will increase or decrease by one cent ($.01) per mile for every 5-cent increase or decrease in the price of diesel fuel above or below the threshold price.

Calculations shall be made the first day of each month based upon the United States Department of Energy PADD 2 price for the previous Monday (or Tuesday if Monday is a Federal holiday).

[4] Pricing based on the composition of Recyclable Materials provided by the Customer is substantially similar to the average composition of residential Recyclable Materials delivered to the Facility. For reference purposes, a sample composition is shown in the table below. However, Dem-Con may perform periodic audits and material sorts on the Customer's incoming Recyclable Materials to verify the composition of the Recyclable Materials.

6 Price based on current federal, state, local or other taxes, fees (including host fees), surcharges, or similar charges related to the acceptance or disposal of MMSW as of June 2024.

Description:	**Fee:**
Materials described in 5.1.3	To be determined based on cost of handling and disposal per item.
Recycling contamination	$100 minimum handling fee per load plus disposal

EXHIBIT H

TRANSFER STATION CONRACT BOUNDARY

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

Tuesday, June 25, 2024

REQUEST FOR BOARD ACTION: RBA-2024-280

DEPARTMENT: Environmental Services
TIME REQUESTED: 20 Minutes
PRESENTER: Katie Benes

AGENDA ITEM:
Public Hearing Re: Rezone Application Submitted by Jeff Peterson

BOARD ACTION REQUESTED:
Hold a Public Hearing Re: Rezone Application Submitted by Jeff Peterson to rezone properties from Rural Residential to Recreational Commercial for properties located at 19-017-1307, 19-017-1308 and 19-017-4203.

BACKGROUND:
Jeff Peterson has requested that the parcels listed above be rezoned so he can proceed with a Conditional Use Permit (CUP) to re-establish a resort on the properties.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Peterson Rezone Information
2. Peterson Rezone Comments
3. Peterson Rezone County Board Criteria
4. Harris Township - Facts of Finding Updated
5. Citizen Handouts - Angel Flynn and Libbey
6. Citizen eInput - Rezone Request - C Harding
7. Citizen eInput - Rezone Request - R Dunnell
8. Citizen eInput - Rezone Request - J Mostoller
9. Citizen eInput - Rezone Request - J Anderson

06/18/2024
Motion To: Continue deliberations relative to the Rezone Application submitted by Jeff Peterson to the County Board's June 25, 2024 Regular Agenda.

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

06/25/2024

Motion To: Deny the Rezone Application submitted by Jeff Peterson, as presented.

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

DATE 5/_____ PHONE #_____ PERMIT #_____

ITASCA COUNTY APPLICATION TO AMEND ZONING MAP/REZONE

APPLICANT/ADDRESS Jeff Peterson 33002 Diamond Rd G.R

AGENT/ADDRESS_____

PROPERTY ADDRESS 32460 Southwood Rd, Grand Rapids MN 55744

PROPERTY DESCRIPTION/PARCEL # Part of Lt. 4 & Part of NWSE, Section 17, Harris Twp. 54-25
19-017-1308 + 19-017-1307 + 19-017-4203
see attached legal description

LAKE NAME/CLASS Pokegama(GD) EX. USE seasonal

ZONING DISTRICT [EXISTING] Rural Residential

ZONING DISTRICT [PROPOSED] Recreation Commercial

Reason for Proposed Amendment or Zone Change moving Southwood Resort to comercial campground status

Attach to this form a map showing property location, all properties within 300', dimensions of existing and proposed buildings, all streets and roads, North direction and any other information pertinent to this request.

SITE INSPECTION: A site inspection shall be made by the Board and the applicant acknowledges that no one can be prohibited from coming onto the property _____Yes. The applicant chooses a site inspection by staff _____Yes.

SIGNATURE/DATE: _____ 5/10/24

On 5/10/24, the Zoning Office received the completed application, accompanying information and the fee is paid in full

PERMIT APPROVAL: In accordance with MS#15.99, Itasca County must approve or deny the variance application within 60 days of submission of the completed application/fee. If said application is denied, the reason/s must be stated in writing at the time of denial. This time line may be extended by Itasca County for another 60 days provided the applicant/s receive written notice with reasons for the extension. The extension may not exceed 60 days unless approved by the applicant. The 60 days will end on: ~~August 4~~, 2024.

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

Authorizing Signature and Date:_____

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

_____Witness:_____
Signatures

RECOMMENDATION

TOWN BOARD OF _____ APPROVAL CHAIR_____

OR AMEMD DATE_____

PCBA 01

UNORGANIZED TOWNSHIP REJECTION COMMISSIONER_____

REASONS:_____

Amendments to the Zoning Map/Rezone shall be recommended for approval to the County Board upon finding by the Planning Commission that all of the following conditions exist:

1. The proposed zoning does not substantially conflict with the Itasca County Comprehensive Plan.

2. The proposed zoning shall not be spot zoning, which is zoning to discriminate in favor of one lot or parcel out of context with surrounding lots or parcels.
3. The original zoning was inconsistent with the comprehensive or land use plan; or an error was made in the comprehensive or land use plan which should be corrected along with the zoning; or substantial changes have occurred in the community since the adoption of the comprehensive or land use plan, which should result in the plan/s and the zoning being amended.
4. A clear public need for and benefit from the proposed rezoning shall exist beyond any benefit or convenience to the land owner.

RECOMMENDATION:

On 6/12/2024 the Planning Commission/Board of Adjustment, unanimously/ majority vote (2:2)
recommends, to the County Board of Commissioners, APPROVAL AMENDMENT (REJECTION)

of the map amendment/rezone submitted by Jeff Peterson for rezone from Rural Residential to Recreational Commercial

Lisa Marsh 6-12-24
Chairperson – Itasca County Planning Commission/Board of Adjustment

On_____ the County Board of Commissioners unanimously/majority vote
recommends APPROVAL AMENDMENT REJECTION of the map amendment/rezone submitted by_____

_____

Chairperson – Itasca County Board of Commissioners

Approval includes the findings of fact and compliance with all County, State and Federal Rules, Regulations and Statutes as required by law.

In accordance with Section 18.4 of the Zoning Ordinance , all decisions by the County Board shall be final. Judicial review of these decisions by injunction, mandamus, declaratory judgment or other remedy shall be in the manner prescribed by law.

Amendment/Rezone Application for:

HARRIS TOWNSHIP'S "FACTS OF FINDING"

Criteria Necessary for Granting a Recommendation for a REZONE REQUEST

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

REQUEST FROM: Jeff Gladerson **DATE** 5/22/24

REQUEST FOR: Rezone of property

1. **Are terms of the rezone consistent with the Harris Township Comprehensive Plan?** (Yes) or No or N/A
   Comments

2. **Will this request be considered a spot rezone?** (Yes) or No or N/A
   Comments:

3. **If granted, will the rezone maintain the essential character of the neighborhood?** (Yes) or No or N/A
   Comments:

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

5. **Have boundary/property lines been found, correctly identified, and agreed upon by all property owners involved?** Yes or No or (N/A)
   Comments:

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

Other Comments : _____

****

Based on the criteria above, the Harris Town Board will make the following recommendation to the Itasca County Planning Commission / Board of Adjustment regarding the Rezone Request:

(X) *RECOMMEND AS PRESENTED/REQUESTED* ( ) *DO NOT RECOMMEND*

( ) *RECOMMEND IF AMENDED AS FOLLOWS:*

Motion by Supervisor Schack and seconded by Supervisor Davies to approve. Ayes - 5; Nays - 0 Motion Carried

Signed, the Harris Township Board of Supervisors:

Peggy Clayton **Peggy Clayton, Chair**

Mike Schack **Mike Schack**

Ryan Davies **Ryan Davies**

Dan Gilbert **Dan Gilbert**

Jim Kelley **Jim Kelley**

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

DATE: 5/22/24

GUIDELINES FOR AMENDMENTS TO THE ZONING MAP

Applicant: Jeff Peterson
Property Location: 32460 Southwood Road, Grand Rapids
Present Zoning District: Rural Residential **Proposed Zoning District:** Recreational Comm.

Amendments to the Zoning Map shall be recommended for approval to the County Board upon finding by the Planning Commission that all of the following conditions exist:

1. The proposed zoning does not substantially conflict with the Itasca County Comprehensive Land Use Plan. Why or Why not:

The proposed zoning does not conflict with the Itasca County Comprehensive Land Use Plan. In fact, it substantially aligns with the development and expansion of existing, time proven recreational facilities that encourage growth and recreation with our county's natural resources.
VII. Recreation Goal
Develop an integrated green space and recreation system within Itasca County that provides diverse, developed and primitive, recreational opportunities for all residents and visitors while protecting unique scenic and natural areas

2. The proposed zoning shall not be spot zoning, which is zoning that discriminates in favor of one lot or parcel out of context with surrounding lots or parcels. Why or Why not:

The proposed zoning is not spot zoning because the land is adjoining to an existing resort that has been successfully in operation since 1946 under the same proposed use. It is also near other similar zoning.

3. The original zoning was inconsistent with the Comprehensive Land Use Plan; or an error was made in the Comprehensive Land Use Plan, which should now be corrected along with the zoning district; or substantial changes have occurred in the community, which should result in the Comprehensive Land Use Plan and the zoning being amended. Why or Why not:

The original zoning of many small resorts was not updated when the county adopted an official Comprehensive Land Use Plan. Now is the time to correct and align their existing use with the current Comprehensive Land Use Plan and zoning.

4. A clear public need for and benefit from the proposed rezoning shall exist beyond any benefit or convenience to the landowner. Why or Why not:

There is a huge need for more recreational areas on Pokegama Lake, especially the beautiful Wendigo Arm. Currently, there are zero resorts or campgrounds on the entire lower east side of the lake as many have closed due to rising costs and restricted opportunities for expansion.

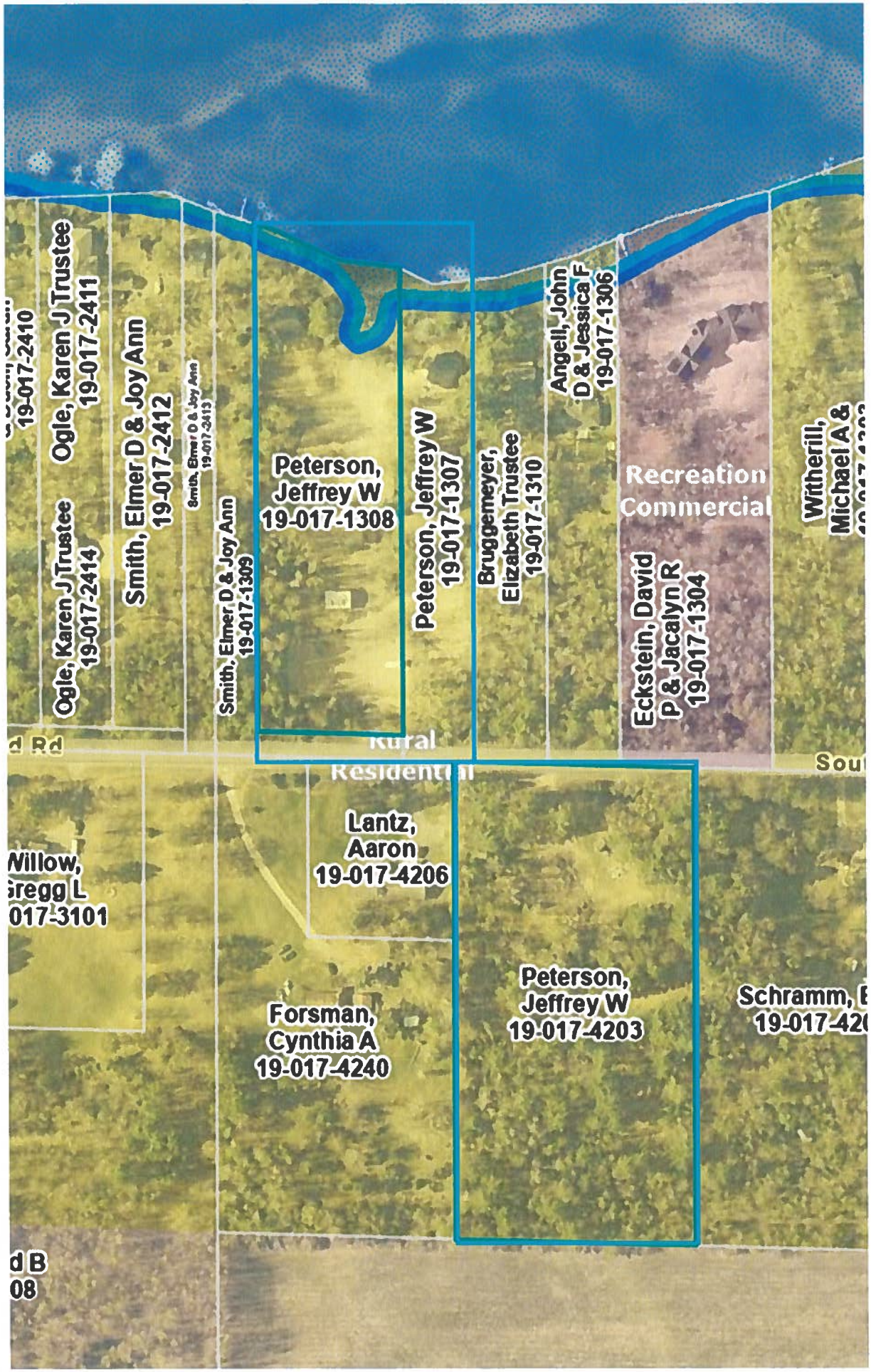
Recommendation to County Board:

Approval

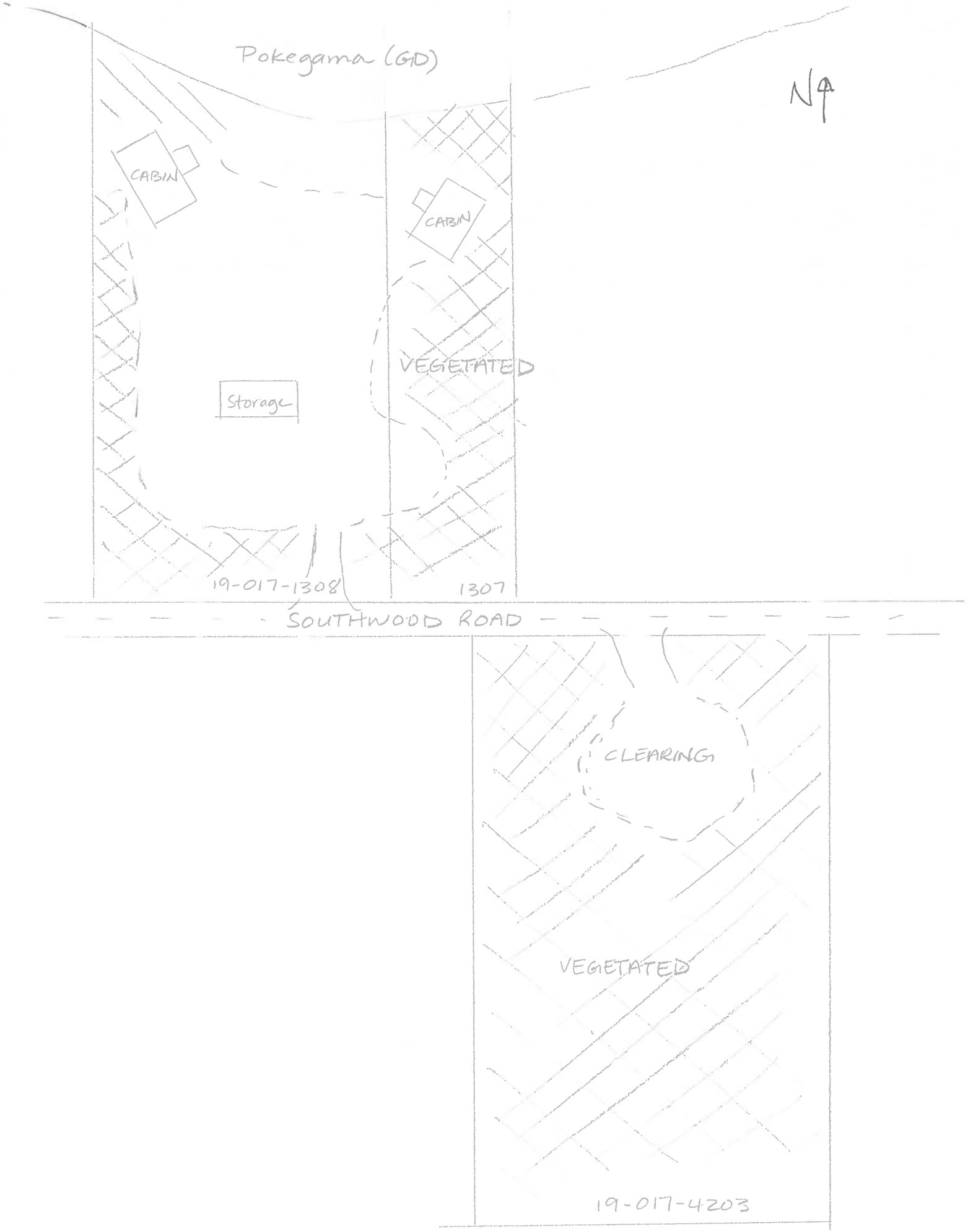
Rejection

Chairperson of the Planning Commission/BoA Date

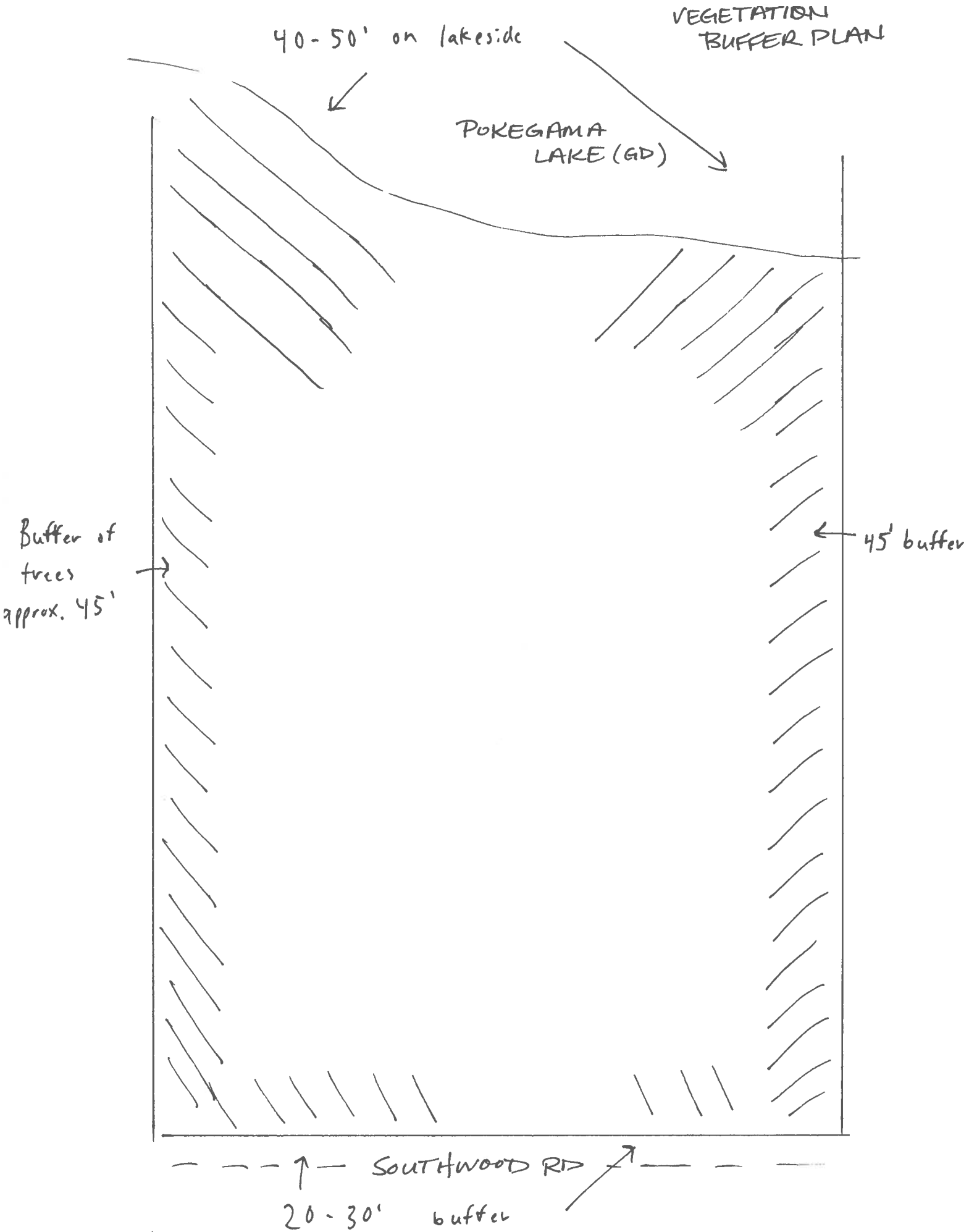
PCBA 0/6



PCBA 02
C: PCBA

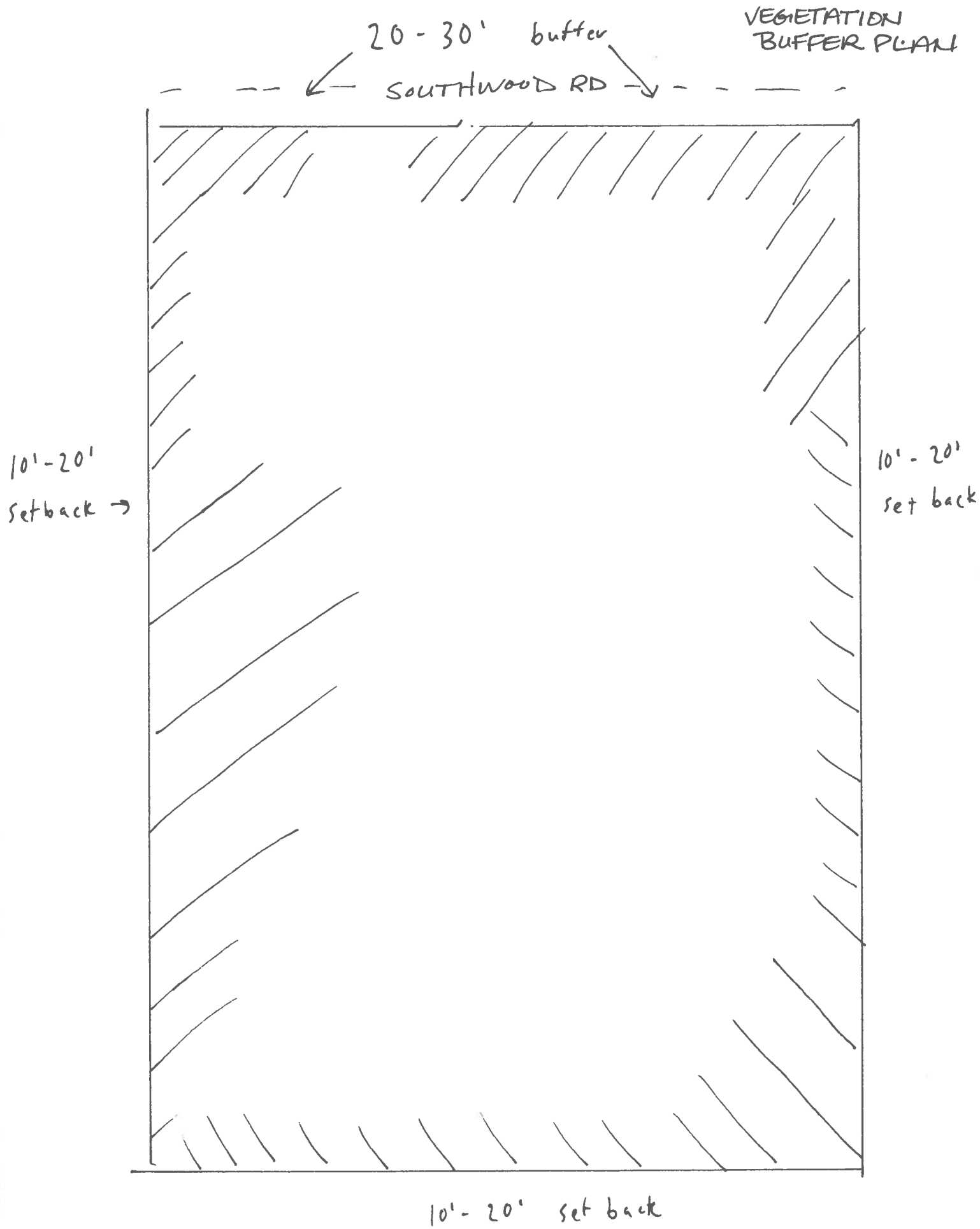


PCBA 02a
C:PCBA



PCBA 026
C:PCBA

VEGETATION BUFFER PLAN



PCBA 02C

C: PCBA

STATE OF MINNESOTA
COUNTY OF ITASCA

PLANNING COMMISSION/BOARD OF ADJUSTMENT
REGULAR DIVISION

In Re: FINDINGS OF FACT, CONCLUSIONS OF LAW, RESOLUTION AND ORDER

Rezone application for: Jeff Peterson, 33002 Diamond Rd., Grand Rapids, MN 55744

Property Location/Address: 32460 Southwood Rd., Grand Rapids, MN 55744
Part of Lot 4 and Part of the NW SE, Section 17, Harris Township 54-25
Parcels 19-017-1307, 19-017-1308, 19-017-4203

The rezone application, from Rural Residential to Recreational Commercial on the above parcels came before the Planning Commission/Board of Adjustment at their regular meeting on 6/12/2024 with Jeff Peterson present as representative. In addition to Board Members Maasch, Kortekaas, Butterfield and Bellomy; also present were Environmental Services Director Katie Benes, Peggy Clayton, Dave Eckstein, John Angell, Amy Flynn, Eric Schramm, Aaron Lantz, Aaron Bialke, Rusty Eichorn, Rich Libbey, Amy Bestland, Crystal Smith and Roy Smith.

Upon the records, files and proceedings herein, the Board makes the following:

FINDINGS OF FACT

1. The parcels are:
   a. Approximately 9.60 in area;
   b. Zoned Rural Residential;
   c. Located within the shoreland overlay district of Pokegama Lake, a General Development Class lake
   d. Borders Southwood Road (township road), a Class C Highway;
   e. Located in Harris Township T54 R25, Commissioner District #4 and
   f. Parcels 19-017-1307 and 19-017-1308 are developed (with two dwellings and one storage building); 19-017- 4203 is undeveloped.

2. On 5/10/2024, Jeff Peterson submitted a rezone application for rezone from Rural Residential to Recreational Commercial. He proposes to use parcels for a resort/campground. Parcels 19-017-1307 and 19-017-1308 were previously utilized as a resort but have not been operating/licensed as a resort (through the State) in recent years. Since this property is zoned Rural Residential and did not continue to be licensed as/an existing resort, the property is required to be rezoned to be utilized as a resort again. The acreage is consistent with the Recreational Commercial Zoning District requirements.

3. Per Zoning Map, Parcels 19-017-1307 and 19-017-1308 are surrounded by Rural Residential Zoning; Parcel 19-017-4203 is primarily surrounded by Rural Residential Zoning but a portion of it is adjacent to Recreational Commercial Zoning to the north (Parcel 19-017-1304).

4. Parcel 19-017-1304 was previously utilized as a resort but has not been operating as a resort in recent years. In 1992, the owners of this parcel had requested a rezone of the property from Residential to Recreational Commercial (which they had purchased in 1968 as an existing resort, Birch Cove Resort/Campground) and the rezone was approved (Permit #921358).

5. Section 20.3.4, a Rezone or Amendment to the Zoning Map may only be recommended for approval, to the County Board, upon finding by the Planning Commission/BoA that all of the following exist:
   A. The proposed zoning does not substantially conflict with the Itasca County Comprehensive Plan.
   B. The proposed zoning shall not be spot zoning; that is zoning that discriminates in favor of one lot or parcel out of context with surrounding lots or parcels.

C. The original zoning was inconsistent with the comprehensive plan; or an error was made in the comprehensive plan which should now be corrected along with the zoning; or substantial changes have occurred in the community which should result in the comprehensive plan and the zoning being amended.
D. A clear public need for and benefit from the proposed rezoning shall exist beyond any benefit or convenience to the landowner.

6. Section 7.1, the purpose of the Rural Residential Zoning District is:
The Rural Residential Zoning District is intended to provide a residential district that is predominantly shoreland and rural in character and allows activities that do not degrade the rural residential character. This zoning district shall be used to promote a high quality residential living environment.

7. Per Section 9.1, the purpose of the Recreational Commercial Zoning District is:
The purpose of the Recreational Commercial Zoning District is to protect and encourage the sound development of the recreational industry in Itasca County. To achieve the goal to develop an integrated green space and recreation system that provides diverse, developed and undeveloped, recreational opportunities for all residents and visitors while protecting unique scenic and natural areas as stated in the Itasca County Comprehensive Land Use Plan.

8. Notice of the Planning Commission/BoA 6/10/2024 site inspection and 6/12/2024 public hearing was published in the 5/22/2024 issue of the *Grand Rapids Herald Review* and the 5/23/2024 issue of the *Scenic Range News Forum.* Notice of the 6/18/2024 County Board public hearing will be published in the 5/29/2024 issue of the *Grand Rapids Herald Review* and 5/30/2024 issue of the *Scenic Range News Forum.*

9. As required in Article 18, notice of the 6/12/2024 Planning Commission/BoA hearing and the 6/18/2024 County Board hearing was sent to applicants, property owners within 1/2 mile of the affected property, Harris Township Clerk, Rian Reed (DNR), SWCD (Andy Arens) and Pokegama Lake Association for their information and comment.

10. On 5/22/2024, Harris Township recommended approval of the rezone application.

11. Correspondence dated 6/4/2024 was received from Vic Spadaccini and Susan Schreifels, in opposition to the rezone, with concerns that a campground could have a negative impact to the area (noise, traffic, etc.).

12. The site was viewed by the PC/BoA on 6/10/2024 (less Member Oja).

13. In accordance with Section 20.3.1, the Planning Commission/BoA shall conduct at least one public hearing on all property zoning map amendments and report [their recommendation] to the County Board in writing within 30 days of the close of the hearing/s.

14. The County Board will conduct their public hearing on Tuesday, June 18th, at 2:30 p.m. in the County Board Room of the Courthouse.

15. Per Section 20.3.2, upon the filing of a report by the Planning Commission/BoA or upon expiration of the 30-day period, the County Board may by resolution adopt the amendment or any portion thereof as it deems advisable.

16. In accordance with Minnesota Statue 15.99, Itasca County must approve or deny the rezone application within 60 days of submission which is 7/9/2024.

17. At the 6/12/hearing:
- Documents were added to the record (listed below): PCBA 01C (criteria questions completed by the applicant and PCBA 07 – 12;

- Dave Eckstein, John Angell, Amy Flynn, Eric Schramm, Aaron Lantz, Aaron Bialke, Rusty Eichorn, Rich Libbey, Amy Bestland, Crystal Smith and Roy Smith were present, in opposition, and discussed various concerns which included: public safety/traffic, noise, development would not be compatible with the area; rezone could allow other uses, spot zoning, conflicts with the CLUP and Zoning Ordiinance, environmental (unregulated boat landing) and increased boat traffic.

18. The record consists of:
    PCBA 01- Rezone application submitted 5/10/2024, Harris Township findings (3 pgs.);
    PCBA 02- Zoning map (4 pgs.);
    PCBA 03- Notice dated 5/17/2024 to property owner;
    PCBA 04- Notice dated 5/17/2024 to Harris Township Clerk;
    PCBA 05- Notice dated 5/15/2024 to affected property owners, parcel map, list of affected of property owners, plat book map (11 pgs.);
    PCBA 06- Correspondence dated 6/4/2024 was received from Vic Spadaccini and Susan Schreifels;
    PCBA 07- Email correspondence dated 6/10/2024 from Rich Libbey (2 pgs.);
    PCBA 08- Information, petition submitted on 6/12/2024 by Dave Eckstein (43 pgs.);
    PCBA 09- Previous rezone request information (from 2000) submitted on 6/12/2024 by Amy Flynn (12 pgs.);
    PCBA 10- Photos submitted on 6/12/2024 by Rusty Eichorn (6 pgs.);
    PCBA 11- Information submitted on 6/12/2024 by Rich Libbey (7 pgs.);
    PCBA 12- Opposition statement submitted on 6/12/2024 by Crystal Smith (2 pgs.);
    PCBA 13- Staff report dated 6/7/2024 (2 pgs.);
    PCBA 14- Guidelines for Amendments to the Zoning Map completed by the PCBA members (4 pgs.);

CONCLUSIONS OF LAW

The rezone from Rural Residential to Recreational Commercial was not recommended for approval to the County Board because it was not found by the majority of the members that all of the following conditions exist:

1. The proposed zoning does not substantially conflict with the Itasca County Comprehensive Land Use Plan (CLUP).
   Does not conflict: (Butterfield, Bellomy) new businesses are encouraged; (Kortekaas) resorts are needed; (Maasch) CLUP encourages recreational development;
   Conflicts: (Butterfield) would change a residential area, safety factor is unknown but very concerning;
2. The proposed zoning shall not be spot zoning, which is zoning that discriminates in favor of one lot or parcel out of context with surrounding lots or parcels—the parcels are contiguous and one parcel is adjacent to Recreational Commercial zoning to the north;
3. The original zoning was inconsistent with the Comprehensive Land Use Plan; or an error was made in the Comprehensive Land Use Plan, which should now be corrected along with the zoning district; or substantial changes have occurred in the community, which should result in the Comprehensive Land Use Plan and the zoning being amended—the property should have been zoned commercial when zoning was first created; the area has been used for commercial/recreational uses for years and there are other commercial areas on Southwood Rd.; and
4. A clear public need for and benefit from the proposed rezoning shall exist beyond any benefit or convenience to the landowner.
   Yes: (Bellomy) re-establishing of a recreational business would be a benefit to the people of Itasca County; (Kortekaas) resorts are needed for families to enjoy time together;
   No: (Butterfield/Maasch) there is not a clear public need or benefit.

RESOLUTION

Now therefore, Bellomy/Kortekaas motioned to recommend (to the County Board) approval of the rezone application submitted by Jeff Peterson for rezone from Rural Residential to Recreational Commercial as set forth in the 6/7/2024 staff report in accordance with the conclusions of law. Motion to recommend was denied (2:2 vote). NAYES: Butterfield, Maasch; AYES: Kortekaas, Bellomy.

Lisa Maasch, Chairperson — Date: 6-12-24

ATTEST:

Katie Benes, Environmental Services Director — Date: 6/13/24

Excerpt from the 6/12/2024 PCBA minutes:

Jeff Peterson/Rezone—(Part of Lot 4 and Part of the NW SE, Section 17, Harris Township 54-25, Parcels #19-017-1307, 19-017-1308, 19-017-4203) submitted a rezone application for rezone from Rural Residential to Recreational Commercial. Two documents were added to the record: PCBA 01C (criteria questions completed by applicant); PCBA 07 (email dated 6/10/2024 from Rich Libbey). An aerial photo was reviewed on the overhead screen and the existing zoning districts. Jeff Peterson was present and discussed his rezone application which he is requesting to allow him to utilize his property as a resort again. He purchased the operating resort/properties in order to establish a new resort, but he didn't feel the need to keep the license current since it would be a few years before it would be operating as a resort again (since he purchased the properties he has removed the existing cabins and constructed two dwellings). It was clarified that this application is only for a rezone and a new resort would require a conditional use permit. Peggy Clayton, Harris Township Chair, was present and commented that Harris Twp. has recommended approval of the rezone. Dave Eckstein, was present in opposition and submitted a packet of information for the record (PCBA 08). His comments included there is no existing resort; the proposed rezone would be spot zoning; has traffic/safety concerns since Southwood Rd. is a only 24' in width, has blind spots and there are many residential homes within the .4 miles between these parcels and Hwy.169 and concerned with increased boat traffic. He is submitting for the record a signed petition with over 40 signatures of residents in opposition. John Angell, was present in opposition with concerns and referred to Court Case #44199, Hawkinson vs. Itasca County; and recommended officials review this court case to confirm this would not be considered spot zoning and also comment that rezoning should not be for financial reasons. Mr. Eckstein commented that the Harris Twp. findings indicated this application would be spot zoning. Amy Flynn, was also present in opposition, and discussed a previous rezone request (for Parcel 19-017-1308) for rezone from Residential to Recreational Commercial which was denied in 2000 because there was no evidence that an error has been made in the present zoning and this would be spot zoning and submitted this information for the record (PCBA 09). Others present, in opposition, were Eric Schramm, Aaron Lantz, Aaron Bialke, Rusty Eichorn (submitted photos, PCBA 10), Rich Libbey (submitted PCBA 11), Amy Bestland, Crystal Smith (submitted statement, PCBA 12) and Roy Smith. Many had public safety/traffic concerns since this is a residentially populated area with no road shoulder, lots of foot traffic and blind spots/approaches. Other concerns mentioned included: noise, development would not be compatible with the area; rezone could allow other uses, spot zoning, conflicts with the CLUP and Zoning Ordiinance (S.20.3.4), environmental (unregulated boat landing) and increased boat traffic. Bellomy/Butterfield motioned to close the public portion of the meeting which carried unanimously.

At 10:16 a.m., Butterfield/Kortekaas motioned to recess the meeting and then the meeting was re-opened to address other applications (and the Board will come back to this application later in the meeting).

****

At 11:05 a.m., Chair Maasch recessed the meeting for 5 min. Before the meeting was called back to order, members reviewed document copies that were submitted for the record earlier in the meeting by Dave Eckstein (PCBA 08), Amy Flynn (PCBA 09), Rusty Eichorn (PCBA 10), Rich Libbey (PCBA 11) and Crystal Smith (PCBA 12). At 11:50 a.m., the meeting was called back to order.

Ms. Benes commented that uses only allowed in the Shoreland Overlay District would be allowed if rezoned (not all the uses allowed in the Recreational Commercial Zoning District). Peggy Clayton, commented that the Harris Township findings were marked incorrectly (#2/spot zoning); all members said it was not spot zoning and findings will be corrected. The map was reviewed on the overhead screen and Member Bellomy explained how the three properties proposed to be rezoned were adjacent. Jeff Peterson, commented that he would prefer to have seasonal RV sites (and RVs would remain for the season) and there is no proposed boat landing. It was mentioned that the last time the resort was licensed was in 2021.

The meeting was reopened to allow John Angell to address the members and he questioned what the impact would be to the two properties that would be completely surrounded by Recreational Commercial zoning if the rezone was approved and if the properties would be considered spot zoned. It was the consensus of the Board that this would not be considered spot zoning.

***Motion*:** **Bellomy/Kortekaas motioned to recommend (to the County Board) approval of the rezone application submitted by Jeff Peterson for rezone from Rural Residential to Recreational Commercial as set forth in the 6/7/2024 staff report. Motion to recommend was denied (2:2 vote). Nayes: Butterfield, Maasch; Ayes: Kortekaas, Bellomy.**

(County Board hearing is scheduled for 6/18/2024).

GUIDELINES FOR AMENDMENTS TO THE ZONING MAP

Applicant: Jeff Peterson
Property Location: 32460 Southwood Road, Grand Rapids
Present Zoning District: Rural Residential **Proposed Zoning District:** Recreational Comm.

Amendments to the Zoning Map shall be recommended for approval to the County Board upon finding by the Planning Commission that all of the following conditions exist:

1. The proposed zoning does not substantially conflict with the Itasca County Comprehensive Land Use Plan. Why or Why not: ① Encourages new business
② Changes to a residential area
③ Safety factor is unknown, but very concerning.
2. The proposed zoning shall not be spot zoning, which is zoning that discriminates in favor of one lot or parcel out of context with surrounding lots or parcels. Why or Why not:
Not spot zoning due to adjacent parcel zoned comercial
Ref. to 10/11/2000 RBA + PC/BOA findings the original intent was Residential
3. The original zoning was inconsistent with the Comprehensive Land Use Plan; or an error was made in the Comprehensive Land Use Plan, which should now be corrected along with the zoning district; or substantial changes have occurred in the community, which should result in the Comprehensive Land Use Plan and the zoning being amended. Why or Why not:
The original zoning was changed to residencial as more residents built, making this property non conforming.
4. A clear public need for and benefit from the proposed rezoning shall exist beyond any benefit or convenience to the landowner. Why or Why not:
No public need or benefit.

Recommendation to County Board:

Approval

* Rejection

David M. Burns 6-12-2024

~~Chairperson~~ of the Planning Commission/BoA Date

GUIDELINES FOR AMENDMENTS TO THE ZONING MAP

Applicant: Jeff Peterson
Property Location: 32460 Southwood Road, Grand Rapids
Present Zoning District: Rural Residential **Proposed Zoning District:** Recreational Comm.

Amendments to the Zoning Map shall be recommended for approval to the County Board upon finding by the Planning Commission that all of the following conditions exist:

1. The proposed zoning does not substantially conflict with the Itasca County Comprehensive Land Use Plan. Why or Why not: No it does not - resorts are needed -

2. The proposed zoning shall not be spot zoning, which is zoning that discriminates in favor of one lot or parcel out of context with surrounding lots or parcels. Why or Why not:
Will not other parcels are already - zoned commercial

3. The original zoning was inconsistent with the Comprehensive Land Use Plan; or an error was made in the Comprehensive Land Use Plan, which should now be corrected along with the zoning district; or substantial changes have occurred in the community, which should result in the Comprehensive Land Use Plan and the zoning being amended. Why or Why not:
this should have been done back when they looked into rezone -

4. A clear public need for and benefit from the proposed rezoning shall exist beyond any benefit or convenience to the landowner. Why or Why not:
Resorts are needed for families to enjoy time together

Recommendation to County Board:

Approval

Rejection

Chairperson of the Planning Commission/BoA Date

Richard Kortuem 6-12-24

GUIDELINES FOR AMENDMENTS TO THE ZONING MAP

Applicant: Jeff Peterson
Property Location: 32460 Southwood Road, Grand Rapids
Present Zoning District: Rural Residential **Proposed Zoning District:** Recreational Comm.

Amendments to the Zoning Map shall be recommended for approval to the County Board upon finding by the Planning Commission that all of the following conditions exist:

1. The proposed zoning does not substantially conflict with the Itasca County Comprehensive Land Use Plan. Why or Why not:
   Does not The comp plan encourages business creation and expansion

2. The proposed zoning shall not be spot zoning, which is zoning that discriminates in favor of one lot or parcel out of context with surrounding lots or parcels. Why or Why not:
   Is not. Parcels are contigious to a Parcel zoned commercial recreational

3. The original zoning was inconsistent with the Comprehensive Land Use Plan; or an error was made in the Comprehensive Land Use Plan, which should now be corrected along with the zoning district; or substantial changes have occurred in the community, which should result in the Comprehensive Land Use Plan and the zoning being amended. Why or Why not:
   I believe this Property should have been zoned commercial when zoning was first created

4. A clear public need for and benefit from the proposed rezoning shall exist beyond any benefit or convenience to the landowner. Why or Why not:
   The reestablishing of a recreational business, would be a benefit to the People of Itasca County

Recommendation to County Board:

(Approval)

Rejection

Mike Bellum 6-12-24

Chairperson of the Planning Commission/BoA Date

GUIDELINES FOR AMENDMENTS TO THE ZONING MAP

Applicant: Jeff Peterson
Property Location: 32460 Southwood Road, Grand Rapids
Present Zoning District: Rural Residential **Proposed Zoning District:** Recreational Comm.

Amendments to the Zoning Map shall be recommended for approval to the County Board upon finding by the Planning Commission that all of the following conditions exist:

1. The proposed zoning does not substantially conflict with the Itasca County Comprehensive Land Use Plan. Why or Why not: yes → It encourages development of recreational development.

2. The proposed zoning shall not be spot zoning, which is zoning that discriminates in favor of one lot or parcel out of context with surrounding lots or parcels. Why or Why not:
no → It does not because of adjoining properties to the recreational commercial.

3. The original zoning was inconsistent with the Comprehensive Land Use Plan; or an error was made in the Comprehensive Land Use Plan, which should now be corrected along with the zoning district; or substantial changes have occurred in the community, which should result in the Comprehensive Land Use Plan and the zoning being amended. Why or Why not: yes. the area has been used for commercial/recreational uses for years – there are other commercial areas on southwood road.

4. A clear public need for and benefit from the proposed rezoning shall exist beyond any benefit or convenience to the landowner. Why or Why not: there is not a clear public need for or benefit.

Recommendation to County Board:

Approval

Rejection

Lisa Marsh 6-12-24
Chairperson of the Planning Commission/BoA Date

purchase agreement

June 4, 2024

Katie Benes, Director
Itasca County Environmental Services
123 NE Fourth Street
Grand Rapids, MN 55744

Re: Possible rezoning from Rural Residential to Recreation Commercial

This is to notify you that we are opposed to having the property described as: the west 200' of that part of Lot 4; Section 17, Township 54, Range 25 (19-017-1308, 19-017-1307, 19-017-4203 rezoned as per the application request of Jeff Peterson. We wish it to remain zoned as Rural Residential.

We purchased our property in this neighborhood as a residential home. We wish to live in a community where people are fully vested in the area. Having a commercial campground in our neighborhood will only bring additional traffic and noise. We do not see any benefit to the neighbors that would be affected.

We have a VRBO in the neighborhood. This has disrupted the neighborhood several times day and night. Some of the users have negatively impacted the lake by being unknowledgeable of boater safety and lake regulations, as well as impacts to the shorelines. The excessive noise and partying into the later hours of the night has irritated many of the neighbors. We are concerned that rezoning the above-identified property will add to this problem.

Wendigo arm has always been the quieter and more peaceful portion of Lake Pokegama. Since the rebuilding of the Highway 169 overpass, more water traffic has entered this arm with negative impacts to homeowners who permanently live on their respective properties.

Request for rezoning of this property should have been done before its purchase, so the buyer would have been fully aware of locals' concerns before attempting to invest in it for commercial purposes.

Sincerely,

Vic Spadaccini Susan Schreifels

Vic Spadaccini and Susan Schreifels
1474 Ruff Shores Rd.
Grand Rapids, MN 55744

PCBA 06

June 7,2024

Dear Planning Commission Members:

I urge the Board to reject this rezone application for 3 residential lots on the Wendigo Arm of Pokegama Lake from Rural Residential to Recreational Commercial as this request does not meet all 5 of the criterial necessary to approve this request.

The first of which is DOES IT CONFLICT WITH THE COMPREHENSIVE PLAN?
Section 1V.Sub E- Lakeshore Development Objective-
MAINTAIN RESIDENTIAL ZONING-
ENCOURAGE RETENTION OF EXISTING ZONING AND USES IN ESTABLISHED RESIDENTIAL AREAS. Page 23 of the Comprehensive plan.

I feel it definitely conflicts with this criterial for approval of this zoning change. Every lot on the Wendigo Arm is zoned Rural Residential except 2 lots out of many hundred. One is the Pickled Loon and the other is currently a residential home on a left over rezone from 1992 when the resort was still in operation. Since then the resort has been decommissioned and is no longer in existence. This lot is not in commercial use and its use is residential.

I urge the members to vote NO on this question as this rezone would not be compatible with the existing residential zoning and use of basically all the lots on the Wendigo Arm of Pokegama Lake.

Question #2-THE PROPOSED ZONING SHALL NOT BE SPOT ZONING-

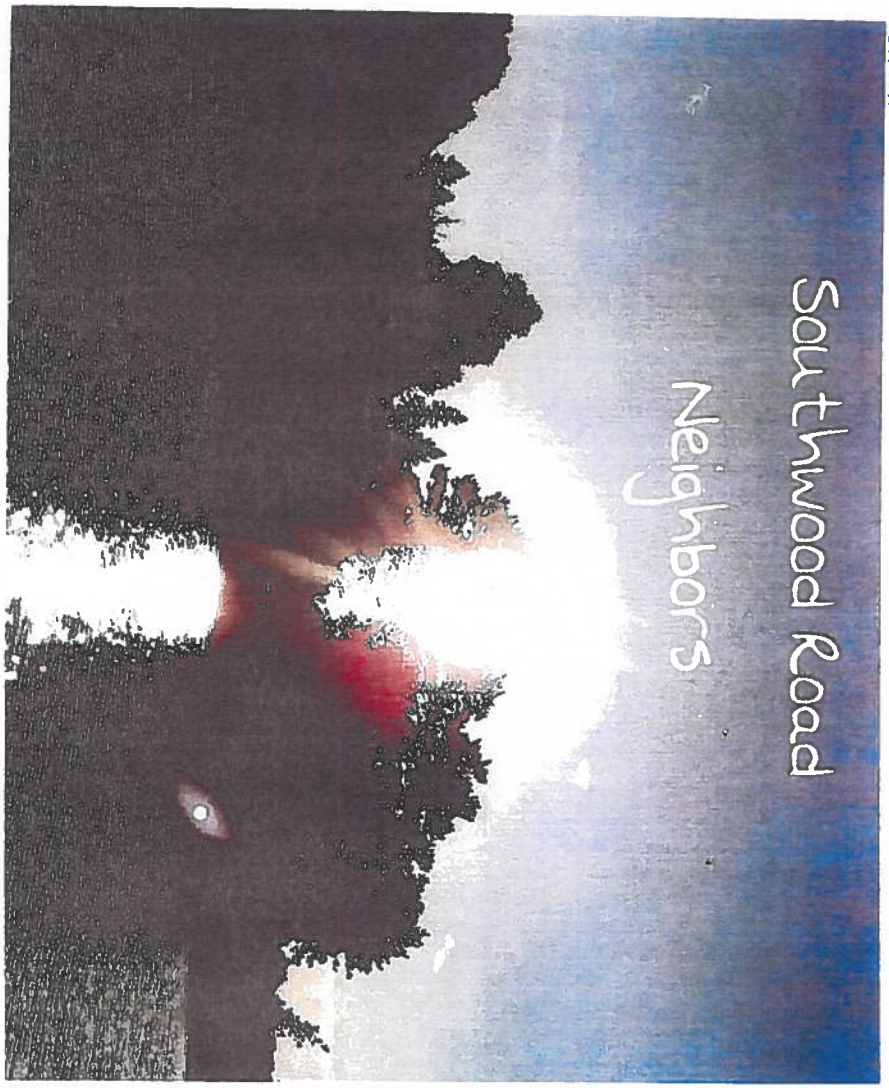
I feel this is spot zoning. The rezoning of this parcel would benefit the applicant to the detriment of the surrounding established residents and neighbors. An RV park would alter the character of this residential neighborhood and is not compatible in close proximity to homes. I believe neighbors will relay their concerns about this possible development.

A single family home on this property would be in harmony with the neighborhood where as a commercial development is not compatible.

Sincerely, Richard Libbey
18603 Hale Lake Drive
Grand Rapids, Mn 55744

PCBA 07

Dave Eckstein



PLNG 08
C: PCOA

Itasca County Planning Commission Meeting
June 12, 2024 – 9:00 a.m.

Southwood Road Neighbors Presentation

1. Introduction of the Facts.
   - Dave Eckstein (32382 Southwood Road)

2. Discussion on the Legal Aspect of this Rezoning.
   - John Angell (32314 Southwood Road)

3. Questions for Mr. Peterson.

4. Individual Speakers from Southwood Road Neighborhood.

   - Liz Bruggemeyer (32434 Southwood Road) and Elmer Smith (32502 Southwood Road)
   - Elmer Smith's daughter Amy Flynn (32500 Southwood Road)
   - Eric Schramm (32357 Southwood Road)
   - Aaron Lantz (32453 Southwood Road)
   - Aaron Bialke (32318 Southwood Road)
   - Open the floor to any other neighborhood speakers

5. Conclusion

Attachments:
Exhibit 1 – Six (6) photos of Southwood Road
Exhibit 2 – Southwood Road Neighbors Rezoning Opposition Listing and Summary
Exhibit 3 – Plat Map from Mr. Peterson's Application - Eckstein Property/Pokegama Electric
Exhibit 4 – Parcel 19-017-1308 current zoning classification
Exhibit 5 – Parcel 19-017-1307 current zoning classification
Exhibit 6 – Parcel 19-017-4203 current zoning classification
Exhibit 7 – Spot Zoning information
Exhibit 8 – Site Drawings and Buffer Zones
Exhibit 9 – American Disabilities Act ("ADA") and campgrounds
Exhibit 10 – Impervious Surface Calculation
Exhibit 11 – Itasca County Comprehensive Land Use Plan

Note: these attachments will be discussed in the presentation.
Thank-you!

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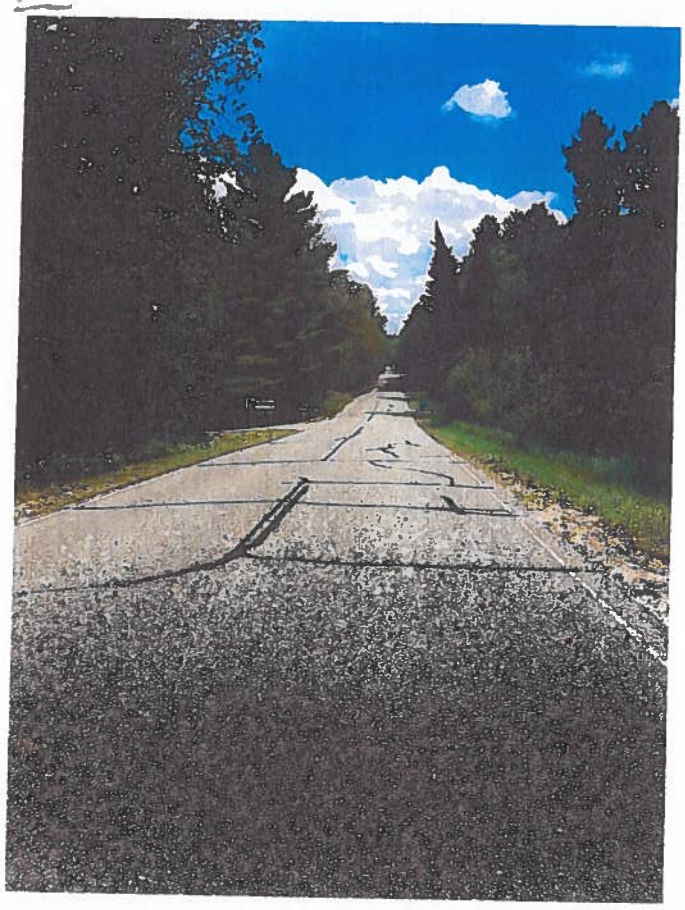


Exhibit 1 - Photo 2

Southwood Road
At Southwood Resort
(East View - somewhat flatter)

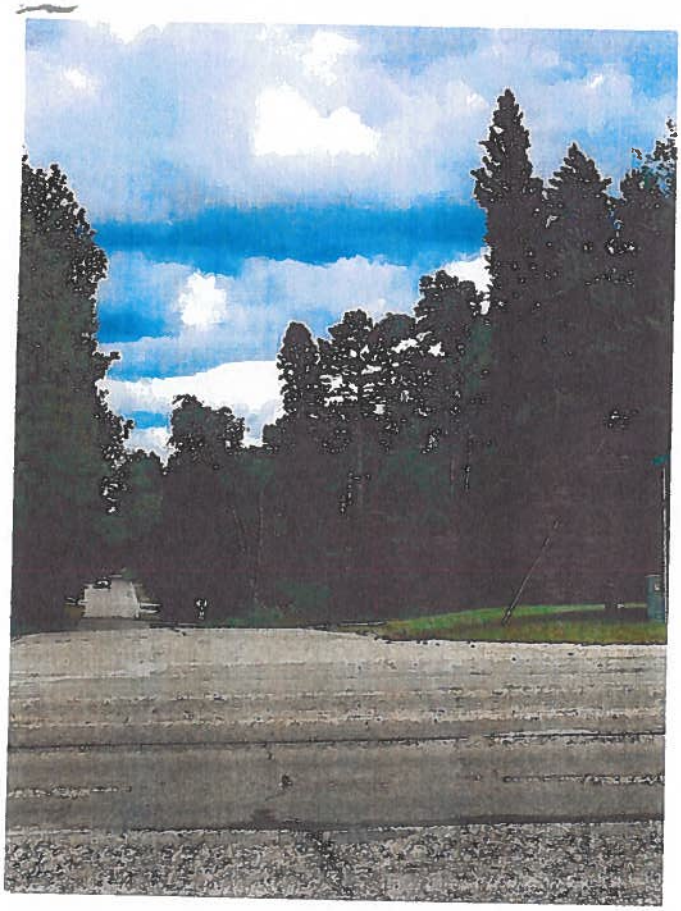


Exhibit 1 - Photo 1

View of Southwood Road
East view across Hwy 169
(Note: not a flat road)



Exhibit 1 – Photo 4

Southwood Road

- Measurement next photo
- Road not flat



Exhibit 1 – Photo 3

Southwood Road (West View from resort

(No pedestrian shoulder either side)

Note: ① pedestrians must walk around Mailboxes

② Some blind spots

Google width of a motorhome, 5th wheel trailer

All Images Shopping Videos Forums More Tools

Exhibit 1 - Photo 6

between 8-10 feet

The average width of RVs is 8'6", with a fifth-wheel RVs measuring between 8-10 feet in width. However, the addition of slide-outs can increase the width of an RV to up to 14'6".

neighbor.com
https://www.neighbor.com › storage-blog › rv-dimensio...

RV Dimensions: Length, Width, and Height Explained

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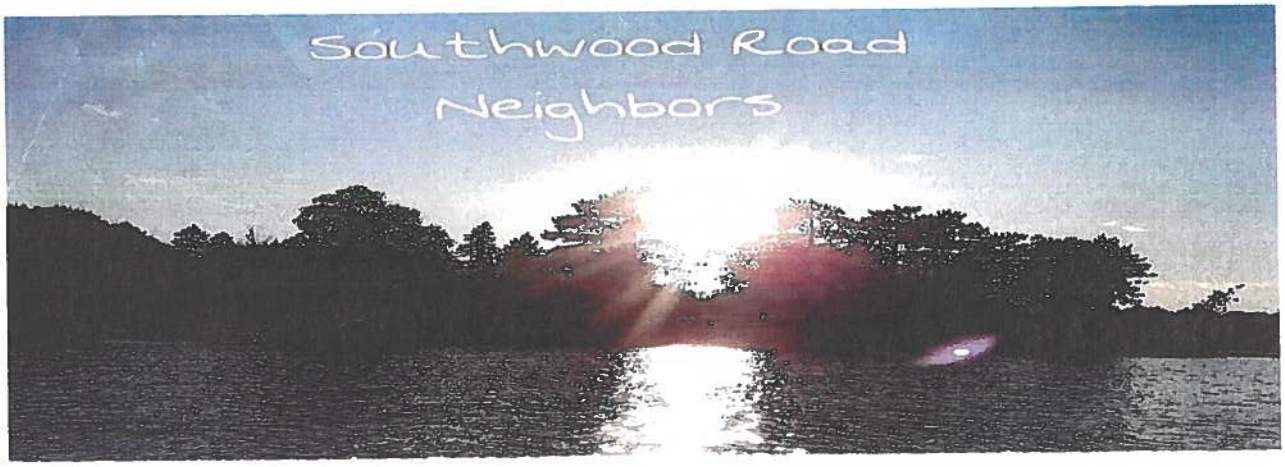


Exhibit 1 - Photo 5

Southwood Road
Width 24'

Note: See next page

Exhibit 2 - Petition of Opposition



We, Southwood Road neighbors, are opposed to the rezoning application by Jeffrey Peterson of parcels 19-017-1308, 19-017-1307 and 19-017-4203 from Rural Residential to Recreation Commercial ("Moving Southwood Resort to commercial campground status"). We believe that the request should be rejected for the following reasons and concerns.

Spot Zoning: zoning changes, typically limited to small plots of land, which establish a use classification inconsistent with the surrounding uses and create an island of nonconforming use within the larger zoned properties. Spot zoning has largely been considered illegal by Minnesota Courts.

Grandfathered Rights Not Applicable: the original structures of the old Southwood Resort have been demolished. Even if the property was grandfathered in from a zoning perspective, as we understand it, that would apply to the original type structures which no longer exist (i.e. the use cannot be expanded).

Non-Conforming / High Density:

- Included in the request are 20 campsites, five (5) septic pressure beds, four (4) septic tanks and one (1) well on the north side of Southwood Road at the former Southwood Resort. <u>These campsites are in addition to two new cabins recently built (one new cabin each on parcels 19-017-1307 and 19-017-1308) facing Pokegama Lake.</u> This project would require excavation / land clearing / leveling on a land area of only approx. 4.27 acres.
- Included in the request are 20 campsites, four (4) septic mound systems, four (4) septic tanks and one (1) well on the south side of Southwood Road (parcel 19-017-4203 adjacent to but east of and not across from the former Southwood Resort). This project would require excavation / land clearing / leveling on a land area of only approx. 4.75 acres with a minimal buffer zone.

Safety & Security Risk Increase: Pedestrian, vehicle, and resident safety is paramount. Southwood Road does not have pedestrian street lighting, nor does it have a walkway, sidewalk, pedestrian crossing path or shoulder that would allow for safe pedestrian foot traffic. This creates an alarming safety concern regarding parcel 19-017-4203 on the south side of the road. In addition to these safety concerns, with a commercial campground there is also an inherit increase in security risks for all nearby residents - to person and property (i.e. increase in risk of theft, burglary, property damage, etc.).

Please direct any additional questions or concerns to Peggy Clayton (Harris Township) 218-259-1551.

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Exhibit 2 - page 2

Page 2

There is a public hearing of the Itasca County Planning Commission/Board of Adjustment at 9:00 a.m., Wednesday, June 12, 2024 in the Board Room of the Itasca County Courthouse, Grand Rapids, MN.

Keep our Southwood Road neighborhood rural residential...not a transient commercial campground!

Please join your neighbors in opposition of this rezoning request by signing this petition! You can also provide your approval of this petition on the Southwood Road Neighbors Facebook page by including your approval in a comment.

Signature attachment to Southwood Neighbors Opposed to Rezoning Request by Jeffrey Peterson

Print Name	Address	Signature
Dave + Jackie Eckstein	32382 Southwood Road	
John + Tess Angell	32412 Southwood Road	electronic signature
Elizabeth + Roger Bruggemeyer	32434 Southwood Rd	Elizabeth Bruggemeyer
Kevin + Amy Thayer	32500 Southwood Rd	
Elmer & Joe Smith	32502 Southwood Rd	
Eric Schramm	32357 South Wood Rd	
Aaron Lantz (Heather)	32453 Southwood Rd	
Larry Bishop	32493 Southwood Rd	
GREGG WILLOUGH	32527 SOUTHWOOD RD	
Todd Mrn	32575 Southwood Rd	
Reid B Gnaw	32592 SOUTHWOOD RD	
Dawn Marchel	32612 Southwood	
TODD GABRIELSON	32622 Southwood RD	
David Fagelquist	32703 Southwood Rd	
Amy + Paul Bestland	32688 Southwood Rd	
Russ + Sandie Helgeson	32672 Southwood Rd	
Esther L Saunders	32668 Southwood RD.	
Julie LaBois	32621 Southwood Road	
Karen Ogle	32582 Southwood Rd	
Aaron Bialke	32318 Southwood Rd	
Patricia Flood	32326 Southwood Rd	

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Exhibit 2 - page 3

Southwood Road Neighbors Petition Summary

Oppose Rezoning Request of Mr. Peterson

23 in person / 23 electronic signatures – 46 local signers

Complete List of electronic and in-person signatures from residents (as of 7:00 am, June 7):

*In Person Signature

*Electronic Signature

Basant S. Ahluwalia / 32570 Southwood.

Jeff & Sarah Anderson / 32546 Southwood.

John & Jessica Angell / 32412 Southwood.

Jamie & Nick Arola / 31720 Southwood.

Amy & Paul Bestland / 32688 Southwood.

Aaron Bialke / 32318 Southwood.

Joel & Kelly Biersdorff / 32132 Southwood.

Larry Bishop [Cynthia Forsman] / 32493 Southwood.

Josh & Joslyn Blade / 32056 Southwood.

Elizabeth Bruggemeyer / 32434 Southwood.

Lisa Burmeister Carsrud / 31888 Southwood.

Tim & Lisa Conway / 32224 Southwood.

Nick & Elizabeth Dahlgren / 32048 Southwood.

Abram & Abby Daigle / 32055 Southwood.

Jeff and Mandy Dick / 31898 Southwood.

Sharon Doty / 31952 Southwood.

Dave & Jackie Eckstein / 32382 Southwood.

Patricia Flood / 32326 Southwood.

Amy and Kevin Smith Flynn / 32500 Southwood.

David Fogelquist / 32703 Southwood.

Todd Gabrielson / 32622 Southwood.

Reil Grow / 32592 Southwood.

Corey & Connie Hendershott / 32214 Southwood.

Russ & Sandie Helgeson / 32672 Southwood.

Aaron & Heather Lantz / 32453 Southwood.

Exhibit 2 - page 4

Julie Labois / 32621 Southwood.

Todd Major / 32575 Southwood.

David & Susan Marchel / 32612 Southwood.

John & Kelly Mostoller / 32270 Southwood.

Richard Neary / 31792 Southwood.

Karen Ogle / 32522 Southwood.

Lee & Charlene Ruzynski / 32276 Southwood.

Mindy Ruzynski / 41572 Southwood.

Esther Sanders / 32688 Southwood.

Eric Schramm / 32357 Southwood.

Crystal & Rick Smith / 31961 Southwood.

Elmer and Joy Smith – Alex Flynn / 32502 Southwood.

Christy & Todd Sutherland / 32575 Southwood.

Gregg Willow / 32527 Southwood.

Bill Braun / 19480 Ruff Shores Rd.

Robert & Vicki Dunnell / 19362 Ruff Shores Rd.

Vic Spadaccini & Susan Schreifels / 19474 Ruff Shores Rd.

Katrina Jensen / 19410 Ruff Shores Rd.

Janna & Killian Block / 19522 Pine Landing Dr.

Scott & Denise Swanson / 19514 Pine Landing Dr.

Karen and Ron Ruud / 19557 Pine Landing Dr.

Exhibit 3


Peterson, Jeffrey W 19-017-1308
Peterson, Jeffrey W 19-017-1307
Elizabeth Trustee 19-017-1310
Recreation Commercia
Lantz, Aaron 19-017-4206
Peterson, Jeffrey W 19-017-4203
Foreman, Cynthia A 19-017-4240
Smith, Elmer D & Joy Ann
Residenti
Rural

Property Details

19-017-3204

Itasca County Assessor's Department

Parcel Details

Assessment Year	Taxes Payable Year	Class Code	Class Description	Land Estimate	Building Estimate	Estimated Market Value
2024	2025	233	Commercial Preferred	$87,700	$161,500	$249,200

Legal Description

Township 54N Range 25W Section 17 - PART NW SW LYG E OF HWY 169 LESS S 1076.92 FT & LESS THE E 700 FT

Land Detail

Land Type	Units	CAMA Land Estimate
FULL SITE IMPROVEMENT	1	$20,000
ROAD R/W IN SQUARE FEET	9148 Square Feet	$0
ZONE 1 COMMERCIAL	68389 Square Feet	$67,705

Building 1 Details

Improvement Type	Improvement Subtype 1	Improvement Description 1	Total Base Size	Gross Bldg Area	Building Value	Year Built
COM	WAREHSE		2,970	2,970	$106,386	2008

Char Descrip	Code Descrip	Units	Stories	Foundation	Wall Height	Width	Length
EXT.WALL	STEEL						
ROOF	GABLE ROOF						
ROOF COVER	STEEL/METL						
HEATING	SLAB HEAT						
FLOOR COVR	UNFINISHED						
INT. WALLS	STEEL PANL						
CEILINGS	STEEL PANL						
BASE AREA	AVERAGE	2970			14	45	66

Building 2 Details

Improvement Type	Improvement Subtype 1	Improvement Description 1	Total Base Size	Gross Bldg Area	Building Value	Year Built
COM	OFFICE	ATT TO WHS	810	810	$55,130	2008

Eckstein

Property Details

19-017-1304

Itasca County Assessor's Department

Parcel Details

Assessment Year	Taxes Payable Year	Class Code	Class Description	Land Estimate	Building Estimate	Estimated Market Value
2024	2025	151	Non-Comm Seasonal Residential Recreational	$450,200	$829,700	$1,279,900

Legal Description

Township 54N Range 25W Section 17 - W 210FT OF PART OF LT 4 LYG E OF LI 1900FT E OF & PARA WITH W LINE OF LOT 3 SAID SEC

Land Detail

Land Type	Units	CAMA Land Estimate
BLACKTOP OR CEMENT	500	$825
DRIVEWAY ACCESS	1	$2,000
ELECTRIC SERVICE	1	$3,000
ROAD R/W	0.18 Acres	$0
SEPTIC SYSTEM	1	$10,000
NO VALUE LAND UNDER WATER	0.14 Acres	$0
WATER WELL	1	$5,000
POKEGAMA - Excellent	20 Feet	$38,874
POKEGAMA - Good	200 Feet	$358,050
UPLAND	3.39 Acres	$32,418

Building 3 Details

Improvement Type	Improvement Subtype 1	Improvement Description 1	Total Base Size	Gross Bldg Area	Building Value	Year Built
OTH	ACCESSORY		240	240	$14,122	2020

Char Descrip	Code Descrip	Units	Stories	Foundation	Wall Height	Width	Length
INT INSPEC	NO						
PLUMBING	NO						
ELECTRIC	YES	240				12	20
INSULATED	NO						
LINING	NO						
HEATING	NO						
BASE AREA	GOOD	240				12	20

Exhibit 2 - Hwy 169 Corridor

2. Ingress/Egress on 169



6/7/24, 1:45 PM

Exhibit 3 Pokegama Electric

Itasca County GIS Viewer



1cm

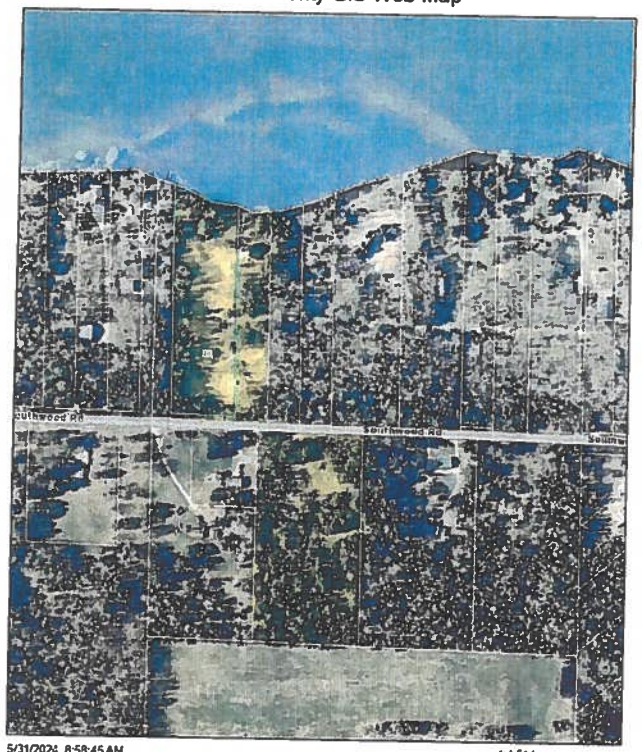
https://maps-test.co.itasca.mn.us/publicapp/?query=134113993b604f538b73ae69e53d60cf 30%2CPRCL NBR%2C19-017-1304

1/1

Exhibits 4-6

Summary - 3 parcels not 1 with 1 being remote

Itasca County GIS Web Map



5/31/2024, 8:58:45 AM

Tax Parcel

1:4,514

0 0.03 0.05 0.1 mi

0 0.04 0.08 0.15 km

The data contained in this product is for informational purposes and may not have the same accuracy, timeliness, or completeness as the official records maintained by Itasca County.

Building 2 Details

Improvement Type	Improvement Subtype 1	Improvement Description 1	Total Base Size	Gross Bldg Area	Building Value	Year Built
OTH	STORAGE		120	120	$1,000	0

Char Descrip	Code Descrip	Units	Stories	Foundation	Wall Height	Width	Length

Building 1 Details

Improvement Type	Improvement Subtype 1	Improvement Description 1	Total Base Size	Gross Bldg Area	Building Value	Year Built
RES	1-3		1,200	1,200	$99,616	2022

Char Descrip	Code Descrip	Units	Stories	Foundation	Wall Height	Width	Length
INT INSPEC	NOT HOME						
FOUNDATION	SLAB						
STYLE	RAMBLER						
SHAPE	1-6 CORNER						
CONST	FRAME						
ROOF STYLE	SHED ROOF						
ROOF COVER	ASPHALT						
HEATING	SLAB HEAT						
BASE AREA		1200		SLB		30	40
OPEN PORCH	AVERAGE	144				12	12

Sales Information

Multi Parcel	CRV Number	E CRV Number	Sale Date	Buyer Name	Seller Name	Purchase Price
	168287	1294594	20210802	PETERSON, JEFFREY	BECKER, LAWRENCE	$670,000

Exhibit F

Former Southwood Resort

Property Details

19-017-1308

Itasca County Assessor's Department

Parcel Details

Assessment Year	Taxes Payable Year	Class Code	Class Description	Land Estimate	Building Estimate	Estimated Market Value
2024	2025	204	Non-Homestead Qualifying Single Res Unit	$80,300	$114,600	$194,900
2024	2025	232	Commercial Seasonal Res Rec (Resort)	$327,300	$0	$327,300

Legal Description

Township 54N Range 25W Section 17 - W 200' OF PART LOT 4 LYG E OF LINE 1400' E OF & PARA TO W LINE OF LOT 3 LESS HWY ROW

Land Detail

Land Type	Units	CAMA Land Estimate
FULL SITE IMPROVEMENT	1	$20,000
SEPTIC SYSTEM	4	$40,000
NO VALUE LAND UNDER WATER	0.15 Acres	$0
POKEGAMA - Good	200 Feet	$327,250
UPLAND	2.91 Acres	$20,319

Building 3 Details

Improvement Type	Improvement Subtype 1	Improvement Description 1	Total Base Size	Gross Bldg Area	Building Value	Year Built
OTH	PB		864	864	$14,021	0

Char Descrip	Code Descrip	Units	Stories	Foundation	Wall Height	Width	Length
FLOOR	CONCRETE	864					
ELECTRIC	YES						
INSULATED	NO						
LINING	NO						
HEATING	NO						
MAKE	MORTON						
BASE AREA	STANDARD	864			12	24	36

EXHIBIT 9

Itasca County GIS Viewer



https://maps-test.co.itasca.mn.us/publicapp/?query=134113893b804538b73ae69e53d80cf_30%2CPRCL_NBR%2C19-017-1304

Itasca County Parcel Information System

Itasca County's Web Site

Sun, May 26, 2024
Parcel Info Data Date: May 23, 2024
CRV Info Data Date: May 23, 2024
Payment Detail Data Date: May 23, 2024

Parcel Information | CRV Information | Lake Finder | FAQ | Request Info

Record Details **Parcel Number: 19-017-1308**

Taxpayer of Record: PETERSON, JEFFREY W
33002 DIAMOND RD
GRAND RAPIDS MN 55744

Physical Address:	32460 SOUTHWOOD RD GRAND RAPIDS MN 55744
Plat Name:	
1st Line of Legal Desc:	W 200' OF PART LOT 4 LYG E OF LINE 1400' E OF
Deeded Acres:	3.07
Sec-Twp-Rng:	17-54-25
Lake (ID / Name):	31053200/POKEGAMA
Emergency Number:	NOT AVAILABLE

View the Itasca County GIS map for this parcel in a NEW WINDOW.

This parcel has 1 property tax classification(s). Valuations are provided below for each classification.

Class Code 204 Non-Homestead: 4 Qualifying Single Rec Unit	
Land Value:	$88,300
Building Value:	$190,400
Total Class Value:	$278,700
Class Code: 252 Commercial Seasonal Res Rec (Resort)	
Land Value:	$300,600
Building Value:	$0
Total Class Value:	$300,600

Total Land Value = $388,900
Total Building Value = $190,400
Grand Total Value = $579,300

19-017-1308
Click Here To See The Current Year Tax Record For This Parcel
Click here for Last Year's Tax Statement

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Minnesota Counties Information Systems
Grand Rapids, MN
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https://parcelinfo.com/parcels/details.php?id=19-017-1308&county=itasca

Sales Information

Multi Parcel	CRV Number	E CRV Number	Sale Date	Buyer Name	Seller Name	Purchase Price
	168620	1316669	20210915	PETERSON, JEFFREY W.	WANKEN, JAMES T.	$110,000
	168619	1316628	20210915	PETERSON, JEFFREY W.	WANKEN, JERRY G.	$220,000

Property Details

19-017-1307

Itasca County Assessor's Department

Parcel Details

Assessment Year	Taxes Payable Year	Class Code	Class Description	Land Estimate	Building Estimate	Estimated Market Value
2024	2025	204	Non-Homestead Qualifying Single Res Unit	$201,300	$99,600	$300,900

Legal Description

Township 54N Range 25W Section 17 - W 100 FT OF PART LOT 4LYG E OF LINE 1600 FT E OF & PARA WITH W LINE OF LOT 3

Land Detail

Land Type	Units	CAMA Land Estimate
FULL SITE IMPROVEMENT	1	$20,000
ROAD R/W	0.08 Acres	$0
NO VALUE LAND UNDER WATER	0.08 Acres	$0
POKEGAMA - Good	105 Feet	$171,806
UPLAND	1.36 Acres	$9,496

Building 1 Details

Improvement Type	Improvement Subtype 1	Improvement Description 1	Total Base Size	Gross Bldg Area	Building Value	Year Built
RES	1-3		1,200	1,200	$99,616	2022

Char Descrip	Code Descrip	Units	Stories	Foundation	Wall Height	Width	Length
INT INSPEC	NOT HOME						
FOUNDATION	SLAB						
STYLE	RAMBLER						
SHAPE	1-6 CORNER						
CONST	FRAME						
ROOF STYLE	SHED ROOF						
ROOF COVER	ASPHALT						
HEATING	SLAB HEAT						
BASE AREA		1200		SLB		30	40
OPEN PORCH	AVERAGE	144				12	12

Exhibit 5

Itasca County GIS Viewer

Version 2.22 Questions/Comments



https://maps-test.co.itasca.mn.us/publicapp/?query=13411393b8048538b73ae69e53d80cf_30%2CPRCL_NBR%2C19-017-1304

Itasca County Parcel Information System

Itasca County's Web Site

Sun, May 26, 2024
Parcel Info Data Date: May 23, 2024
CRV Info Data Date: May 23, 2024
Payment Detail Data Date: May 23, 2024

Parcel Information | CRV Information | Lake Finder | FAQ | Request Info

Record Details

Parcel Number: 19-017-1307

Taxpayer of Record: PETERSON, JEFFREY W
33002 DIAMOND RD
GRAND RAPIDS MN 55744

Physical Address:	32442 SOUTHWOOD RD GRAND RAPIDS MN 55744
Plat Name:	
1st Line of Legal Desc:	W 100 FT OF PART LOT 4LYG E OF LINE 1600
Deeded Acres:	1.53
Sec-Twp-Rng:	17-54-25
Lake (# / Name):	31053200/POKEGAMA
Emergency Number:	NOT AVAILABLE

View the Itasca County GIS map for this parcel in a NEW WINDOW.

This parcel has 1 property tax classification(s). Valuations are provided below for each classification.

Class Code 204 Non-Homestead Qualifying Sing e Res Ur t	
Land Value:	$191,500
Building Value:	$500
Total Class Value:	$192,000

Total Land Value = $191,500
Total Building Value = $500
Grand Total Value = $192,000

19-017-1307
Click Here To See The Current Year Tax Record For This Parcel
Click here for Last Year's Tax Statement

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Minnesota Counties Information Systems
Grand Rapids, MN
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https://parcelinfo.com/parcels/details.php?id=19-017-1307&county=itasca

Property Details

19-017-4203

Itasca County Assessor's Department

Parcel Details

Assessment Year	Taxes Payable Year	Class Code	Class Description	Land Estimate	Building Estimate	Estimated Market Value
2024	2025	204	Non-Homestead Qualifying Single Res Unit	$51,900	$500	$52,400

Legal Description

Township 54N Range 25W Section 17 - E 330 FT OF W 660 FT OF N 660 FT OF NW SE

Land Detail

Land Type	Units	CAMA Land Estimate
FULL SITE IMPROVEMENT	1	$20,000
ROAD R/W	0.23 Acres	$0
FIELD	0.03 Acres	$200
UPLAND	4.75 Acres	$31,659

Building 1 Details

Improvement Type	Improvement Subtype 1	Improvement Description 1	Total Base Size	Gross Bldg Area	Building Value	Year Built
OTH	STORAGE	STG	0	0	$500	0

Char Descrip	Code Descrip	Units	Stories	Foundation	Wall Height	Width	Length

Sales Information

Multi Parcel	CRV Number	E CRV Number	Sale Date	Buyer Name	Seller Name	Purchase Price
	165458	1021514	20191008	MCDONALD, ADAM	MINNESOTA DEPARTMENT OF REVENU	$3,354
	168439	1309214	20210829	PETERSON, JEFFREY	MCDONALD, ADAM	$32,000



Exhibit B - Remote Lot

Itasca County GIS Viewer

Itasca unty G S Viewer Version 2.22 Questions/Comments



300ft

Itasca County Parcel Info System

Itasca County Parcel Information System

Itasca County's Web Site

Mon, May 20, 2024
Parcel Info Data Date: May 23, 2024
CRV Info Data Date: May 23, 2024
Payment Detail Data Date: May 23, 2024

Parcel Information | CRV Information | Lake Finder | FAQ | Request Info

Record Details

Parcel Number: 19-017-4203

Taxpayer of Record
PETERSON, JEFFREY W
33002 DIAMOND RD
GRAND RAPIDS MN 55744

Physical Address:	33419 SOUTHWOOD RD GRAND RAPIDS MN 55744
Plat Name:	
1st Line of Legal Desc:	E 330 FT OF W 660 FT OF N 660 FT OF NW SE
Deeded Acres:	5
Sec-Twp-Rng:	17-54-25
Lake (# / Name):	
Emergency Number:	NOT AVAILABLE

View the Itasca County GIS map for this parcel in a NEW WINDOW.

This parcel has 1 property tax classification(s). Valuations are provided below for each classification.

Class Code 204 Non Homestead Qualifying Single Res Unit:	
Land Value:	$51,900
Building Value:	$0
Total Class Value:	$51,900

Total Land Value = $51,900
Total Building Value = $0
Grand Total Value = $51,900

19-017-4203
Click Here To See The Current Year Tax Record For This Parcel

Click Here for Last Year's Tax Statement

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Exhibit 7
Spot Zoning
Definition

"Spot zoning" is a label applied to certain zoning amendments invalidated as legislative acts unsupported by any rational basis related to promoting public welfare. The term applies to zoning changes, typically limited to small plots of land, which establish a use classification inconsistent with surrounding uses and create an island of nonconforming use within a larger zoned district, and which dramatically reduce the value for uses specified in the zoning ordinance of either the rezoned plot or abutting property.

Exhibit 7
Spot Zoning

Google what is spot zoning

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https://www.law.cornell.edu › wex

spot zoning | Wex | US Law | LII / Legal Information Institute

Spot zoning refers to when a piece of property or groups of property have special zoning laws applied to them that differ from the zoning laws surrounding ...

People also ask

What is the meaning of spot zoned?

Spot zoning refers to when a piece of property or groups of property have special zoning laws applied to them that differ from the zoning laws surrounding them. The practice of spot zoning can be very controversial and may be illegal.

LII / Legal Information Institute
https://www.law.cornell.edu › wex

spot zoning | Wex | US Law | LII / Legal Information Institute

Search for: What is the meaning of spot zoned?

Is spot zoning illegal in Minnesota?

Court rulings have determined that "spot zoning" is illegal in Minnesota.

granicus.com
https://stpaul.granicus.com › DocumentViewer

city of saint paul planning commission resolution file number date - Granicus

Search for: Is spot zoning illegal in Minnesota?

(Attached)

Spot zoning

Spot zoning is the application of zoning to a specific parcel or parcels of land within a larger zoned area when the rezoning is usually at odds with a city's master plan and current zoning restrictions. Wikipedia

Feedback

Exhibit 7
Case law

Hawkinson v. County of Itasca

231 N.W.2d 279 (1975)

Harold G. HAWKINSON, Appellant, v. COUNTY OF ITASCA, Respondent.

No. 44199.

Supreme Court of Minnesota.

June 20, 1975.

William W. Essling, St. Paul, for appellant.

*280 W. J. Spooner, County Atty., Grand Rapids, for respondent.

Heard before SHERAN, C. J., and OTIS, SCOTT, and KNUTSON, JJ., and considered and decided by the court en banc.

OTIS, Justice.

This is an action for a declaratory judgment to set aside an Itasca County ordinance zoning plaintiff's property residential, and to authorize plaintiff to develop and expand lakeshore property for recreational-commercial purposes, or in the alternative to recover damages. The matter was tried to the court without a jury. Plaintiff appeals from the court's decision that he was entitled to no relief other than the right to continue a nonconforming use of his lakeshore lots. We affirm.

The area in question is located on the southwest shore of "Sherry's Arm" of Lake Pokegama in Itasca County. Between the years 1958 and 1966, plaintiff acquired 32 acres of land with 1,500 feet of shoreline, described as lakeshore lots 50, 51, 52, 53, 61, 62, 63, 64, and 65; outlot F containing 4½ acres; and outlot G containing 17 acres, both outlots being west of and adjacent to the lakeshore lots, separated from them only by a roadway. The property has access to State Highway No. 17 by virtue of the fact the highway runs through the southwest corner of outlot G.

On October 2, 1969, Itasca County adopted an ordinance, effective November 1, 1969, which zoned all of plaintiff's property as residential. Prior to that time, the property remained unzoned. The ordinance contained the following provisions:

"Sec. 4. 10 Non-Conforming UsesAny use of a structure and/or premises existing at the time of enactment * * * of this ordinance, but not in conformity with its provisions, may be continued provided that: "Sec. 4. 11the use is not changed to another non-conforming use or re-established if discontinued for a continuous twelve (12) month period. "Sec. 4. 12no existing structure devoted to a non-conforming use shall be enlarged, extended, constructed, moved, or structurally altered except in changing the use of the structure to a use consistent with the provisions of this ordinance."

At the time the ordinance was adopted, plaintiff operated a small recreational-commercial business on his lakeshore lots on which he had a summerhouse, trailer sites, a playground, beaches, a boat harbor, launching equipment, and a commercial fishing pond. Work had been commenced on a utility building, an excavation dug for a motel-lodge, and other preparations had been made in anticipation of ultimately expanding the business. However, the progress of the work had been slowed substantially after 1966 when plaintiff sustained injuries in an automobile accident.

The issue is whether plaintiff has acquired a vested right to complete the work which he has commenced and to carry out the plans for an integrated commercial-recreational area for the entire 32 acres. The trial court held that outlots F and G had not been developed to any substantial degree, were not being used for commercial-recreational purposes, and consequently were properly zoned residential without any nonconforming use being permitted. As to lakeshore lots 50 to 53 and 61 to 65, the court held that they were being used for commercial-recreational or recreational-residential purposes, that plaintiff was entitled to continue those nonconforming uses, but that he would not be permitted to enlarge them without the approval of the county planning commission. The court did, however, permit any building under construction to be completed.

Plaintiff raises the following questions:

"The term `enlarge' is ambiguous and unclear in many respects. Does it mean geographical, vertical, or horizontal? Does it include or exclude normal increase in volume of business and such improvements as may be necessary to *281 maintain the business facilities or to accommodate normal increase in business?"

More specifically, plaintiff asserts a right to complete a utility building on lot 65; to construct eight dwelling units on lot 62; to erect a lodge with a kitchen and dining room and a 32-unit motel on lots 50 to 53; and to install a sewage-disposal facility on outlots F and G, on which he also wishes to construct a parking lot, storage building, community building, and office headquarters, and to use some of this area as camping and trailer sites.

Plaintiff testified he had spent over $108,000 in developing the area as an integrated recreational unit and that he had plans for an overall investment of some $275,000, of which $50,000 represented a prospective loan approved by the Small Business Administration. Of the amount actually expended, however, $28,800 represented the purchase price of the entire area, $20,000 represented the value of his services and those of his family, and $18,000 represented his estimate of the rental value of equipment and machinery he himself owned and used in preparing the project for development.

Outlot G, which was zoned residential without any nonconforming use, consisted of 17 acres on which no buildings had been erected. Plaintiff testified that it had been cleared of brush and that 500 truckloads of stumps had been removed in anticipation of developing ski slopes, toboggan slides, and snowmobile trails. That lot contained the access road from State Highway No. 17 to all the other lots. Culverts and bridges over a clear stream had been constructed and a pond dredged. Plaintiff had excavated for a small office building and a snowmobile storage building which he asserts a right to complete. A community building for guests had also been planned. In addition, outlot G was designed to provide a sanitary sewer system for lots 61 to 65 although the line had not yet been installed. The trial court found that outlots F and G were not "being used to any extent, and probably not at all, for the furtherance of a non-conforming use." The court also expressly held that plaintiff could not build a sewage-disposal system on outlot G without obtaining authority from the planning board, which had previously refused to give its consent.

Outlot F, which consisted of 4½ acres, was also zoned residential without any nonconforming use allowed. It had no buildings and none were planned. This area was to be used for camping, hiking, and parking, and was the site for a sewer system designed to service lakeshore lots 50 to 53. Sewer and water lines had not been installed but some preparation had been made for them.

Lakeshore lots 61 to 65, which were adjacent to outlot G, although separated by a roadway, contained a residence, a utility building, a septic tank and water mains, a playground, electric lines, nine trailer sites, a parking area, and a beach and harbor where boats were rented. Construction was in progress on the utility building on lot 65 and the trial court held plaintiff could complete the structure "as commenced before the zoning ordinance was passed. This does not mean that he can enlarge the building or change it in any way; but the Court sees no reason why he cannot complete a structure which was already commenced."

Plaintiff, on appeal, seeks clarification of his authority to continue work on the utility building. That structure at the time the ordinance was adopted was 28 feet in width and 44 feet in length with a 12-foot ceiling. In building it, plaintiff planned to include a laundry room, shower room, and toilets on the first floor, and to build a snack bar, gift shop, and caretaker's apartment on the second floor, which was at grade level. As we construe the trial court's order, it was intended to permit plaintiff to complete the second floor but to prohibit any enlargement of the original ground floor dimensions. With this decision we are in accord, and hold that plaintiff *282 may proceed to finish the construction of this building according to those plans.

With respect to a proposed addition to plaintiff's summer home on lot 62 of eight two-story dwelling units, we take a different view. No work had been commenced on that project and to undertake it after the adoption of the ordinance would, in our opinion, clearly be a violation of the ordinance by adding nonconforming commercial residential units to an existing structure devoted to a conforming use.

Lakeshore lots 50 to 53 are north of lots 61 to 65 and separated from outlot F only by a roadway. Lots 50 to 53 included commercial trout fishing ponds and contained a parking area and a ramp for launching boats. This area was serviced by water, sewer, and electricity. Three buildings are located on it, a dwelling, a fishfood house, and a garage. A principal source of contention in these proceedings is plaintiff's claim that he was entitled to construct a lodge with a dining room, kitchen, lounge, enclosed swimming pools, and enclosed trout pond over an excavation which had concrete walls and was once used as a pond. In addition, plaintiff asserts the right to complete a 32-unit motel which would be a wing of the lodge. The trial court found that lakeshore lots 50 to 53 were being used for commercial-recreational purposes at the time the zoning ordinance was adopted, and held that plaintiff was entitled to continue his nonconforming use "but shall not enlarge the same." We concur in this conclusion as to lots 50 to 53.

In arriving at its decision, the trial court found that lakeshore property on Sherry's Arm of Lake Pokegama is occupied almost entirely by summer cottages and year-round homes of a residential nature. It also found that outlot F was best adapted for residential use and outlot G "ideally located" for residential purposes. In addition, the court found that these

lots have been put to no commercial use and had not had improvements of a substantial nature. We believe the evidence supports these conclusions. The kind of improvements which were made on the outlots were as consistent with the development of a residential area as with a commercial-recreational area. The grading and clearing of the land, and the dredging and development of the pond and stream added substantial value to the property for residential purposes. The effort and expense applied to these outlots are not wasted by the zoning.

The same may be said of the lakeshore property. While it is true that plaintiff's long-range plans have been frustrated, he is not prevented from carrying on at the same level which obtained before the zoning ordinance was adopted. We are aware of no authority which would permit plaintiff to expand an excavation with a concrete wall into a full-blown summer resort with a 32-unit motel attached. To permit such an expansion would do violence to the well-established rule that nonconforming uses are to be restricted in a way which will be conducive to their ultimately being phased out, County of Freeborn v. Claussen, 295 Minn. 96, 102, 203 N.W.2d 323, 327 (1972).

Plaintiff cites Hawkins v. Talbot, 248 Minn. 549, 80 N.W.2d 863 (1957), for the proposition that "geographic expansion within the original area is permissible." That case, however, involved the continuing nonconforming use of a gravel pit. We pointed out that by the very nature of that business it had to expand the area of its operation or be deprived of all value. Plaintiff also cites Connor v. Township of Chanhassen, 249 Minn. 205, 81 N.W.2d 789 (1957), to support his claim that he has a vested right to continue his nonconforming use even at a different location if the area where his business is located is condemned. It is enough to say that those circumstances do not here exist, and plaintiff is entitled to carry on the precise business in which he was engaged at the time that the zoning ordinance was adopted.

Under what circumstances a property owner may complete a project which is in *283 progress at the time his use of the property becomes nonconforming is a difficult question. Its resolution is ordinarily governed by the degree of hardship which would be imposed if construction or expansion were halted before completion. The rule is set forth in 8A McQuillin, Municipal Corporations (3 ed.) § 25.188, as follows:

"The general rule is that actual use as distinguished from merely contemplated use when a zoning restriction opposed to it becomes effective is essential to its protection as a lawful nonconforming use. Accordingly, the question of an existing business or other use at the time zoning restrictions become effective must be considered in the light of the principle that the law is concerned, not with a mere plan or intention, but with overt acts or failure to act. Thus, it is not the present intention to put property to a future use but the present use of the property which must be the criterion. That is to say, mere intentions or plans at the time a zoning ordinance becomes effective to use particular land or dwellings for a certain use does not entitle one to that use in contravention of the ordinance. * * * "* * * However, substantial expenditures, work or change of position relative to erection of a building or establishment of a business, in addition to purchase of land, may entitle one to protection against subsequent zoning."

Plaintiff cites Board of Commrs. v. Petsch, 172 Neb. 263, 109 N.W.2d 388 (1961), to support the rule that once a project is started the owner is entitled to a nonconforming use of the entire area when construction has been completed. Petsch dealt with the nonconforming use of a trailer park. There, the property owner had installed 13 trailers in an area which was staked out for 59. Water, sewer, telephones, and power were available to the entire tract. Under those circumstances, the Nebraska court held that the owners had a vested interest in a nonconforming use of both the space being used and the space which was being prepared for use. However, the court added,

"* * * A contemplated or intended use, standing alone, is not sufficient. In other words, where a trailer-court project is partially completed when zoning regulations become effective, and the evidence is clear as to the extent of the project, the completed project will ordinarily determine the scope of the nonconforming use." 172 Neb. 268, 109 N.W.2d 391.

In a later decision, County of Saunders v. Moore, 182 Neb. 377, 381, 155 N.W.2d 317, 320 (1967), the Supreme Court of Nebraska declined to permit a nonconforming trailer park to be completed where "* * * there were no developed facilities available to accommodate any trailers and * * * the parking of any trailers on the property would be little other than parking trailers on open farm land which is adjacent to a well and an electrical source." The court distinguished Petsch and held that in the Moore case the owner showed no substantial construction had been made or substantial liabilities incurred.

"* * * The rule to be deduced from the above authorities is that preliminary contracts or work which are not of a substantial nature and contracts or work consistent with the zoning ordinances and regulations are not considered to be substantial construction or liabilities relating directly to the intended use which has become nonconforming because of the change or adoption of the regulations or ordinances." 182 Neb. 379, 155 N.W.2d 319.

Two cases cited by plaintiff, decided by intermediate courts of appeal in Ohio, dealt with trailer parks under partial construction when zoning regulations were enacted. Meuser v. Smith, 74 Ohio L.Abs. 417, 141 N.E.2d 209 (1956); Kessler v. Smith, 104 Ohio App. 213, 142 N.E.2d 231 (1957). The Meuser case indicates that work had begun on the foundation of a utility building, and grading had been started as well as contracts *284 let for water, sewer, and electricity. In permitting the project to be completed, the court did not indicate what expenses had been incurred in reliance on the absence of zoning. The Kessler opinion, on the other hand, which also allowed completion of the park, disclosed expenditures of $20,500 before the property involved was zoned. By way of contrast, however, the two outlots F and G were found by the trial court in this case not to have been developed in any substantial manner and to be entirely suitable for residential purposes.

A Federal court, in construing Michigan law, held in City of Ann Arbor v. Northwest Park Const. Corp., 280 F.2d 212 (6 Cir.1960), that the removal of many trees and stumps in preparation for use as commercial property, the grading of the land, and other preparations did not create a vested right in commercial zoning after the property was rezoned for residential use. Likewise, the expenditures for acquisition of the property itself may not be included in the consideration of plaintiff's investment for commercial purposes, R. A. Vachon & Son, Inc. v. City of Concord, 112 N.H. 107, 111, 289 A.2d 646, 649 (1972); Mayor and City Council of Baltimore v. Shapiro, 187 Md. 623, 634, 51 A.2d 273, 279 (1947). The rule is stated in 8A McQuillin, Municipal Corporations (3 ed.) § 25.188, p. 32, as follows:

"A purchase of property with an intention to use it for a particular purpose does not in itself give a right to use it for that purpose as against a subsequent zoning ordinance or restriction. Indeed, the fact that a party makes a large investment in a city lot, which at the time it is purchased is free of restrictions, with an intent to use it for business purposes, does not invalidate a zoning ordinance subsequently adopted insofar as that ordinance restricts the use of the lot to residential purposes."

To the same effect is Town of Lebanon v. Woods, 153 Conn. 182, 215 A.2d 112 (1965).[1]

Our conclusions concur with those well summarized by the Supreme Court of Iowa in Board of Supervisors v. Paaske, 250 Iowa 1293, 1300, 98 N.W.2d 827, 831 (1959):

"It is impossible to fix a definite percentage of the total cost which establishes vested rights and applies to all cases. It depends on the type of the project, its location, ultimate cost, and principally the amount accomplished under conformity. Each case must be decided on its own merits, taking these elements into consideration."

For plaintiff to prevail, it is not enough that he show some prejudice in not being permitted to carry out his plans. There must be substantial prejudice. Harris Used Car Co. v. Anne Arundel County, 257 Md. 412, 419, 263 A.2d 520, 524 (1970).

By way of conclusion, we hold that plaintiff has not acquired a vested right to complete the plans which he had developed before November 1, 1969, to create an integrated commercial-recreational area for the lakeshore lots and outlots. In our opinion, the expenses plaintiff incurred by way of preparation did not result in prejudice so substantial as to permit him to complete the project. We have previously indicated that the trial court's findings that outlots F and G are well suited for residential use are supported by the evidence. That evidence strongly suggests that the work done by plaintiff in those areas enhanced their value for residential use. As to the lakeshore lots, we further hold that it is proper for plaintiff to complete the utility building located on lot 65 by enlarging it vertically. However, we concur in the trial court's determination that work on the lodge and motel units had not progressed sufficiently to justify a completion of those buildings. Nor may plaintiff complete the eight units planned for lot 62.

What may, in the future, be permissible improvements to accommodate an increase *285 in the volume of business, and what may be an impermissible enlargement or expansion of existing facilities, it is not now possible to predict. Such matters are better left to resolution by the Board of Itasca County Commissioners, and the Itasca Planning Advisory Commission rather than for us by way of dictum to propose an imprecise formula.

Affirmed.

NOTES

[1] See, also, Note, 49 Minn.L.Rev. 973, 985.

Some case metadata and case summaries were written with the help of AI, which can produce inaccuracies. You should read the full case before relying on it for legal research purposes.

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Exhibit 11

Itasca County
Comprehensive Land Use Plan



Goals, Objectives and Implementation Tools

"Itasca County Government strives to preserve and enhance the quality of life, the environment, and economic well-being within the community"

3. ***Land use conflicts*** - Discourage development of lands within large contiguous tracts of natural resource lands in a manner that will create land uses that conflict with natural resources (residential development, agriculture, industrial sites, amusement parks, golf courses).
4. ***Consolidation of development*** - Encourage residential and commercial development to occur in areas already fragmented by housing, urban uses, and existing road corridors to minimize adverse impacts and cost of public services.
5. ***Clustering*** - Encourage clustering rather than dispersion of development.
6. ***Private forest industry lands*** - Continue to monitor status of private industrial forest lands and intentions of industrial forest landowners to sell land holdings in the county.
7. ***Forest land retention*** - Support retention of industrial forest lands as natural resource land through conservation easements, or purchase by a public agency or other industrial forest company.

G. ***Family Forest Lands or Non-Industrial Private Forest Lands Objective***

1. ***Forest health*** - Provide and support education to maintain or improve forest health and biodiversity for family forest landowners (University of Minnesota Extension, Itasca County Soil Water Conservation District, Department of Agriculture Natural Resource Conservation Service).
2. ***Invasive species*** - Support educational programs, early detection, monitoring and control or eradication programs.
3. ***Incentives*** - Support Minnesota's current property tax programs for family forest landowners (Sustainable Forest Incentive Act and the 2c Managed Forest Tax Class).
4. ***Forest fragmentation*** - Support conservation easements and similar mechanisms (Forest Legacy, Forest Stewardship Planning, Tree Farm) ensuring forests will continue to provide natural resource benefits.

IV. Housing and Settlement Patterns Goal

Provide adequate guidelines for Housing and Settlement in Itasca County that protect the health, safety and welfare of the public, respect the unique settlement characteristics of the county, maximize the use of existing infrastructure, and offer a diversity of development patterns that minimizes adverse effects on natural resources.

A. ***Residential Development Density Objective*** – Encourage residential development appropriate to its location in the county.
   1. ***Urban areas*** - Encourage traditional city densities in areas adjacent to existing urban areas in order to minimize infrastructure and maintenance costs to Itasca County.
   2. ***Low density outside urban areas*** - Limit development outside of urban expansion areas to low densities through zoning.

B. ***Future Development Areas Objective*** - Jointly plan with municipalities, townships, and joint powers boards for infrastructure expansion and future development areas based on anticipated population growth and need for infrastructure. Development should be appropriate to the environmental conditions present. Encourage respect for established residential neighborhoods.

C. ***Rural - Residential Development Pattern Objective*** – Low density for rural residential development.
   1. ***Rural development density*** – Define maximum densities, divisions per tract in the Zoning Ordinance.
   2. ***Rural cluster development*** -Encourage the use of techniques such as cluster (Conservation Subdivision) to accommodate development pressure in rural environmentally sensitive areas.
   3. ***Incentives*** - Consider incentives for encouraging cluster development.
   4. ***Buildable area*** - Develop minimum buildable area standards.
   5. ***Wetlands*** - Encourage preservation of wetlands.

D. ***Housing Diversity Objective*** - Work to provide diverse housing that meets lifecycle needs and increases affordability.
   1. ***Housing development*** - Support the improvement of existing housing, redevelopment of housing, and infill development.
   2. ***Housing studies*** - Work with Itasca County Housing and Redevelopment Authority, cities and townships to implement the recommendations of published housing studies.
   3. ***Housing funding*** – Identify and pursue funding for affordable housing options which may include development, rehabilitation, and redevelopment projects.
   4. ***Private investment*** - Encourage private investment in housing and support such investments with public programs, such as Tax Increment Financing when appropriate.
   5. ***Vacation Rentals*** – Encourage regulating the use of single-family residences located in residential zoning districts for short-term vacation rentals.

   6. ***Rental housing standards*** - Recommend and encourage, with the municipalities and townships, minimum safety and health standards for all rental housing, including rental registration for rental housing not currently licensed by the health department.

Al VanDenHeuvel
Amy Flynn

Public Hearing by Itasca County on rezoning
Southwood Resort Property

W 200' of Lot 4 lyg E of line 1400' E of and para to W line of Lot 3, S. 17, T54 R25, Richard and Barbara Carlson

(2.) In 1969 a Zoning Ordinance went into effect pertaining to Pokegama Lake property owners. The ~~above~~ property was zoned Residential but was grand fathered in to continue operating as a resort with intentions it eventually would become non other than Residential.

They placed restictions on rebuilding in case of loss of building because of wind, fire, etc. (Should spell out all of the restrictions here)

Go to Article 4

The question,

Was this zoning by the orginial planners an oversite limiting the Resort owner to expand, rebuild or continue as a Recreational Commercial operator ?

(4.) I believe the facts speak for themselves. The intent was to keep the area residential. That was the reason for the orginial planners to place restrictions on rebuilding etc. in the first place but allowed the owners to continue running the resort as long as no change occured. Removed cabins(4) + Residence

There was no need for another level of zoning to allow the owners for rebuilding in case of fire etc. because they obviously had in mind the grand father clause being temporary until change would meet their intent.

Also, the Hawkinson case going to the supreme court reflects this intent. (Should spell out the case discription etc.)

I am sure Jeff Peterson ~~I assume Richard and Barbara Carlson~~ upon purchasing the Southwood Resort was aware of this zoning. It is just normal business procedure. It should not have come as a surprise.

Because their intent is now selling the Resort It appears the zoning issue came into play because of the increased value it would create.

While I can understand their feelings, This does not give reason for rezoning to Residential Commercial. We must recognize the orginial planners intent, Residential only!!!!

ITASCA COUNTY

REQUEST FOR BOARD ACTION

Date:

RBA No.:

Requested Board Date: 10/24/00

Flexibility:

Originating Department: Zoning & Planning Commission/BoA

Presenter: Terry Greenside

Item: Rezone from Residential to Recreational Commercial submitted by Richard/Barbara Carlson

Estimated Time: 10-15 minutes

Board Action Requested:

Accept the Planning Commission/Board of Adjustment's recommendation to deny the above rezone from Residential to Recreational Commercial - W 200' of Lot 4 lyg E of line 1400' E of and para to W line of Lot 3, S. 17, T54 R25 submitted by Richard/Barbara Carlson in accordance with the attached findings of fact

Background:

On October 4th, 2000 the Planning Commission unanimously recommended to deny the above rezone because there is no evidence that an error has been made in the present zoning and this would be spot zoning.

The property contains3+- acres, borders Pokegama Lake and Southwood Road. The Carlson's have owned the property for 14 years and this property has been operated as a Resort since the 50's. The Carlson's have sold the property and a rezone would allow the variance process to replaced the existing units. Because the property is zoned residential, a resort is a restricted use, therefore is a non-conforming use, so no permit/s or variances would be able to be filed. The resort could be maintained as is.

Alternate Action:

Administrative/Public Works Division Recommendation: Z-1

- ☐ Consent Agenda 10/16/00
- ☐ Regular Agenda
- ☐ Refer to
- ☐ Table until
- ☐ Other

Supporting Documents: X Attached ☐ None **Complete file can be seen at the Zoning Office

Signature/Date: 10/11/00

Distribution/Date: 10/11/00
Attorney, B. Olson, Carlsons

Recommended for Consent Agenda: ☐ Yes ☐ No

Clerk of Board Comments:

Signature/Date:

Board Action:

Approved as Requested: _____

Denied: _____

Tabled: _____

Other: _____

Distribution / Filing Instructions:

DECISION

Wolth moved to recommend, to the County Board of Commissioners,

APPROVAL ~~REJECTION~~, of the rezone application from

Residential to Recreational Commercial because there is no evidence that an error has been made in the present zoning and this would be spot zoning.
submitted by Richard/Barbara Carlson

For properties described as W 200' of Lot 4 lyg E of line 1400' E of and Para to West line of Lot 3, S. 17, T54 R25

in accordance with the requirements set forth in the findings of fact, on the application and all other documents referenced in and made a part of this hearing.

Statement - attached to record See #5

Dimich SECONDED THE MOTION AND IT WAS DECLARED ADOPTED UPON THE FOLLOWING

VOTE: AYES: 4 NAYS: 0 absent Hynek

ADOPTED THIS 4 DAY OF October 2000.

ITASCA COUNTY PLANNING COMMISSION AND BOARD OF ADJUSTMENT

CHAIRPERSON - Byron Snowden III

ATTEST:

TERRY GREENSIDE, I.C. ZONING OFFICER

ARTICLE IV

EXISTING NON-CONFORMITIES AND LOTS OF RECORD

Sec. 4. 10 Non-Conforming Uses - All legally established nonconformities as of the date of this ordinance, or amendments thereto, may continue, but they will be managed according to applicable state statutes and other regulations of this community for the subjects of alterations and additions, repair after damage, discontinuance of use, and intensification of use; except that the following standards will also apply:

Sec. 4. 11 - The use is not changed to another non-conforming use or reestablished if discontinued for a continuous twelve (12) month period. The County Assessor shall notify the Zoning Officer in writing of instances of non-conforming uses which have been discontinued for a continuous twelve (12) month period.

Sec. 4. 12 - No existing structure devoted to a non-conforming use shall be enlarged, extended, constructed, moved, or structurally altered except in changing the use of the structures to a use consistent with the provisions of this Ordinance.

Sec. 4. 13 - No junk yard may continue as a non-conforming use for more than three (3) years after the effective date of this Ordinance except that a junk yard may continue in a zone that permits, such as a conditional use, providing within that period, it is completely enclosed with a building, fence, screen planting or other device of such height as to screen completely the operations of the junk yard. Plans of such a building or device shall be approved by the County Planning Commission before it is erected or put into place. The Planning Commission may authorize a temporary extension of additional year upon special application for said extension.

Sec. 4. 20 Non-Conforming Structures - It is the intent of this ordinance to permit the continuance of any nonconforming structure existing at the date of adoption of this ordinance which does not comply with the provisions of this ordinance by reason of restriction on area, lot coverage, yards or other characteristics of the structure. It is also recognized that it is the intent of this ordinance not to encourage their continuation or expansion but to encourage, over time, compliance with the current requirements of this ordinance. Nonconforming structures shall be subject to the following:

Sec. 4. 21 - not be enlarged or altered in any way which increases its non-conformity

Sec. 4. 22 - requests for additions to non-conforming structures may be permitted provided all of the following standards are complied with:
- the addition is not toward the already non-conforming setback and said setback is not less than 50';
- the addition is not located within shore or bluff impact zones.
- that any modification to an existing structure, or the addition of any structure does not exceed ½ or 50% of the square footage of the original building as it exists on 4/1/95.

now makes the following findings of fact and decision:

APPLICATION AND ZONING INFORMATION:

1. The parcel measures 200' in width by approximately 700', containing 3+- acres, borders Pokegama Lake, General Development class, Southwood Road, and is located in Harris Township, Commissioner District #4.

2. This property has been operated as a Resort since the 50's. The original zoning maps, established in 1969, zoned the property as residential. The resort consists of 4 cabins, ~~a mobile home~~ and ~~their~~ residence. Under the present zoning, a resort is a restricted use, Therefore, the resort can be maintained as is, however, the units could not be replaced. If rezoned, replacements and/or expansions would be allowed, however, because of density, variance/s may be required.

3B

* **CRITERIA:** There are many ~~factual~~ reactions of these criterear in the public interes

3. Article VII, Section 7.41 of the Zoning Ordinance sets forth the guidelines for amendments to the Zoning Map:

A. The proposed zoning shall be consistent with the comprehensive or land use plan adopted for the County;

B. The proposed zoning shall not be spot zoning, which is zoning to discriminate in favor of one lot or parcel out of harmony with surrounding lots or parcels and the comprehensive or land use plan, and without benefit to the community. (Historically that would not be so! (we are a sea of) It does not benefit our Swd Rd./Pokegama Lk Commer

C. A mistake has been made in the original zoning which was inconsistent with the comprehensive or land use plan; or an error was made in the comprehensive or land use plan which should not be corrected along with the zoning; or substantial changes have occurred in the community since the adoption of the comprehensive or land use plan, which should result in the plan/s and the zoning being amended. — no evidence of that!

D. There shall exist a clear public need for and benefit from additional zoning of the type proposed, which shall be above and beyond any benefit or convenience to the land owner. No public need or interest

All the benefit & convenience is to the land owner so he can exploite our community for his own

E. next pg'

te - Aug. 9, 2000 — A Carlson - opposed not

Asked — why didnt apply —

"We" Didnt want to got through all those meetings and ~~stuff~~ every thing".

—— Only appling now to make it, more

vailable to a more - attractive package to buy!

lso said BrushCove just went at and apply & received it auto

B.

ITASCA COUNTY PLANNING COMMISSION/BOARD OF ADJUSTMENT

OCTOBER 4, 2000 9:00 A.M. COUNTY BOARD ROOM

The regular meeting of the Itasca County Planning Commission/Board of Adjustment was held on Wednesday, October 4, 2000, at 9:00 a.m. in the County Board Room of the Courthouse with the following in attendance: MEMBERS: Byron Snowden III, John Dimich, Ben Puline and Dale Worth. ABSENT: Stan Hynek. EXOFFICIO: Don Dewey, Terry Greenside, Gregory Fordham and Jack Muhar. GUESTS: Dick Carlson, Elmer Smith, Jerry Wanken, Ray Sanders, Vern Witherill, Blake Hanson, Jim Rothstein, Rich Libbey, Mary Dorholt, Scott Seeley, Greg Anselmo, Jack Berg, Carol Bargeman, Susan Clos, Ronald Clos, Gene Tardy, Ken Truebenbach, Kevin Figgins, Richard Gailfus, Carol Spearman, Gail Houman, Frank Houman, Orlin and Mary McCollor, David Roth, and Tom Howard.

Chair Snowden III called the meeting to order at 9:00 and made a brief explanation of the meeting procedures (copies of the opening statement were available for the audience.

Additions to the agenda: Schedule public hearing on the Mississippi Headwater's Board amendments to the comp plan and to mention that John George has requested that his variance application be tabled until the November 1st meeting.

Minutes: A motion was made by Puline, seconded by Dimich and unanimously carried to approve the minutes of the September 6th meeting as sent.

A motion was made by Worth, seconded by Puline and unanimously carried to call back to the table the rezone application, from Residential to Recreational Commercial, submitted by Dick and Barbara Carlson - W 200' of Lot 4 lyg E of line 1400' E of and para to W line of Lot 3, S. 17, T54 R25. The hearing was continued at the last meeting in order for the notification process to be re-completed. Don Dewey entered into the record the application and zoning information. Dick Carlson was present and explained that they would like the opportunity to rebuild or replace the existing units at their resort. Elmer Smith, Jerry Wanken, Ray Sanders, Vern Witherill, Blake Hanson, Richard Libbey, area property owners/lake association representative, were present to voice their opposition to the rezone because of the future potential uses, density, safety/increased traffic on road, nuisance with jet skis, parties, snowmobiles-resort should die natural death; residential neighborhood, spot zoning, not a mistake in original zoning, public interest would not be best served by rezone and the property values may be affected. Rankin Ahlm, neighbor to an existing campground facility, was present and voiced his support of the neighbors. Mr. Smith also submitted a petition signed by 150 signatures opposing the rezone. Clarification was made concerning the correspondence received from Charlotte Carlson dated 8/8/00 in that she is actually opposed to the rezone. Correspondence dated 9/29/00 from Roger/Elizabeth Bruggemeyer was read into the record by Blake Hanson. Jim Rothstein and Mary Dorholt, Rothstein Realty, were present as representatives for Mr. Carlson and supported the rezone as it is un-American to not allow the resort to continue, they are not asking for any other uses and it is unfair to the Carlson's. Terry Greenside read into the record the definition of a

Public meeting

recreational commercial zone and reviewed the land use classification list. Harris Township has recommended approval of the rezone. The additional correspondence received from Jerry/Joyce McKnight and Larry/Patty Becker were made a part of the record. Chair Snowden III also mentioned that the statements made by the property owners, contained in the transcript, at the September meeting, were reviewed and are similar as those made today. After discussion, a motion was made by Worth, seconded by Puline and unanimously carried to close the public portion of the hearing. Discussion included that a variance to replace the existing cabins may not even be applied for because a resort is restricted in a residential zone. Mr. Dimich mentioned that he feels there is no evidence of a mistake, and the present zoning has been in existence since 1969, with no reasons to change it and would look at this as a nonconforming use that will end over time and revert back to the residential character of the neighborhood. A motion was then made by Worth to recommend, to the County Board of Commissioners, rejection of the rezone from Residential to Recreational Commercial, submitted by Richard and Barbara Carlson, because there is no evidence that an error has been made in the present zoning, therefore, there is no reason to overturn what the previous Board has done and this would be spot zoning. Mr. Dimich seconded the motion. Also, to include in the findings, for the record, this statement: Mr. Carlson or the new owners should be able to continue their business, also in case of disaster or tragedy, it should be noted and recorded that Mr. Carlson tried to change the zoning on this date and failed at the planning commission level and that the future Planning Commission Board/s should take this into consideration for variances or for rebuilding the resort. Motion carried unanimously. Mention was also made that the Planning Commission's recommendation will be forwarded to the County Board, for their official action on Tuesday, October 24th. Their meeting begins at 3:00 p.m. The Administrator's Office can be contacted for the time when the matter will be considered.

(6) After closing the public portion of the meeting.

in. Commissioner Saxhaug seconded the motion. Motion carried: Ayes - Districts #2, #3, #4, #5; Nays - None; Absent - District #1.

Commissioner Saxhaug exited the meeting at 3:55 p.m.

REZONE

Commissioner Trunt moved to accept the Planning Commission/Board of Adjustment's recommendation to deny the rezone from Residential to Recreational Commercial for the W 200' of Lot 4 lyg E of line 1400' E of and para to W line of Lot 3, S. 17, T54, R25, submitted by Richard and Barbara Carlson in accordance with the findings of fact. Commissioner Mandich seconded the motion. Motion carried: Ayes - Districts #3, #4, #5; Nays - None; Absent - Districts #1, #2.

HIGHWAY EASEMENT ACROSS STATE LANDS

Commissioner Mandich moved to authorize the County Highway Department to acquire easement across State of Minnesota Lands for a proposed realignment of County Road 342 near Napoleon Lake. Commissioner Trunt seconded the motion. Motion carried: Ayes - Districts #3, #4, #5; Nays - None; Absent - Districts #1, #2.

TIMBER AUCTION

Commissioner Mandich moved to authorize publication of the Notice of Intermediate and Regular Oral Bid Timber Auction in the official newspaper of the County as provided by law and that the Land Commissioner offer such tracts of timber in the order in which they appear in said Notice of Sale. Such sale shall commence at 10:00 a.m. on Tuesday, November 21, 2000, at the Cohasset Community Center. Commissioner Trunt seconded the motion. Motion carried: Ayes - Districts #3, #4, #5; Nays - None; Absent - Districts #1, #2.

WATER SURFACE USE ORDINANCE #3

Commissioner Trunt moved to delay the submission of Water Surface Ordinance #3 (No Wake Zone for the inlet into Newburg Bay on the east side of MacKenzie Island on Turtle Lake) to the Minnesota Department of Natural Resources (DNR) for their review until May 1, 2001. Commissioner Mandich seconded the motion. Motion carried: Ayes - Districts #3, #4, #5; Nays - None; Absent - Districts #1, #2.

DISPATCH REMODELING

Commissioner Mandich moved to accept the low quote of $14,520.00 from Ross Home Center for an elevated floor in the dispatch area with funding from Capital Projects. Commissioner Trunt seconded

7. ***Manufactured housing*** - Recognize manufactured housing as a viable option.
8. ***Affordable housing*** - Encourage affordable housing throughout the county.
9. ***Multi-family housing*** - Encourage the development of adequate multi-family housing within or adjacent to developed areas.

Section 4 Part

E. ***Lakeshore Development Objective*** – Establish guidelines to encourage new shoreland development using practices that provide protection and sustainability of water quality and habitat for fish and wildlife.

1. ***Protection of environmentally sensitive areas*** – Require protection of environmentally sensitive areas and lakeshore bluffs within a development site. Develop standards for maximum square footage of impervious surfaces in relation to lot size. In sensitive areas enforce shoreland management standards and maximize the use of mitigations.
2. ***Encourage good shoreland stewardship principles*** – Encourage and support the maintenance and reclamation of lakeshore to its natural state. Educate the public about shoreland stewardship. Encourage conservation subdivisions, clustered developments and other similar development patterns.
3. ***Lakeshore fragmentation*** – Encourage retention of larger tracts; encourage protection with conservation easements and similar legal agreements.
4. ***Buildable Area*** - Develop minimum buildable area standards for lakeshore/riparian lots. Encourage preservation of wetlands.
5. ***Structure integration and compatibility*** - Consider standards for integrating new structures within existing shoreland and development that results in compatible bulk and design.
6. ***Maintain residential zoning*** – Encourage retention of existing zoning and uses especially in established residential neighborhoods.
7. ***Sensitive lake areas*** - Encourage the concept of identifying specific areas of any lake that may require a different set of development criteria, beyond the general classification criteria for that lake class, due to Federal and/or DNR designated water, land, or habitat issues. Encourage the establishment of riparian development criteria beyond the standard lot size regulations currently based on lake class.
8. ***Riparian development practices*** - Encourage conservation subdivisions, riparian buffers, limits on maximum impervious surface, multiple and special shoreland lake classifications, improved planned unit development standards, common open space and clustered or group docking.
9. ***Riparian density standards*** - Establish density standards that create or maintain open space, protect water quality and wildlife habitat, limit impervious surfaces, erosion and runoff and protect aquatic and shoreland native vegetation.
10. ***Incentives*** – Support tax or other incentives encouraging private lakeshore owners not to develop, subdivide, or plat undeveloped lakeshore or environmentally sensitive areas.

F. ***Lake Backlot Development Objective*** - Assess and develop backlot development standards with regard to environmental protection.

1. ***Buffers*** – Encourage large buffers between lakes and any allowed cluster developments, permanent restrictions on development in the buffer area, and require joint maintenance or bonding to ensure maintenance of septic system(s) within the buffer area.

Amy, thanks for sharing this and sorry I missed you. I am already in a meeting this morning. I did see this when I received the letter and the board is aware and we are discussing. We are only an advisory board but overall we are not for this project. Personally I am not a fan of this at all. Each year the activity on Pokegama increases, this will only add to that impact. I live on the Wendigo arm During most weekend days Wendigo is like a highway with tons of boat traffic. Thanks a ton! For bringing this to our attention!

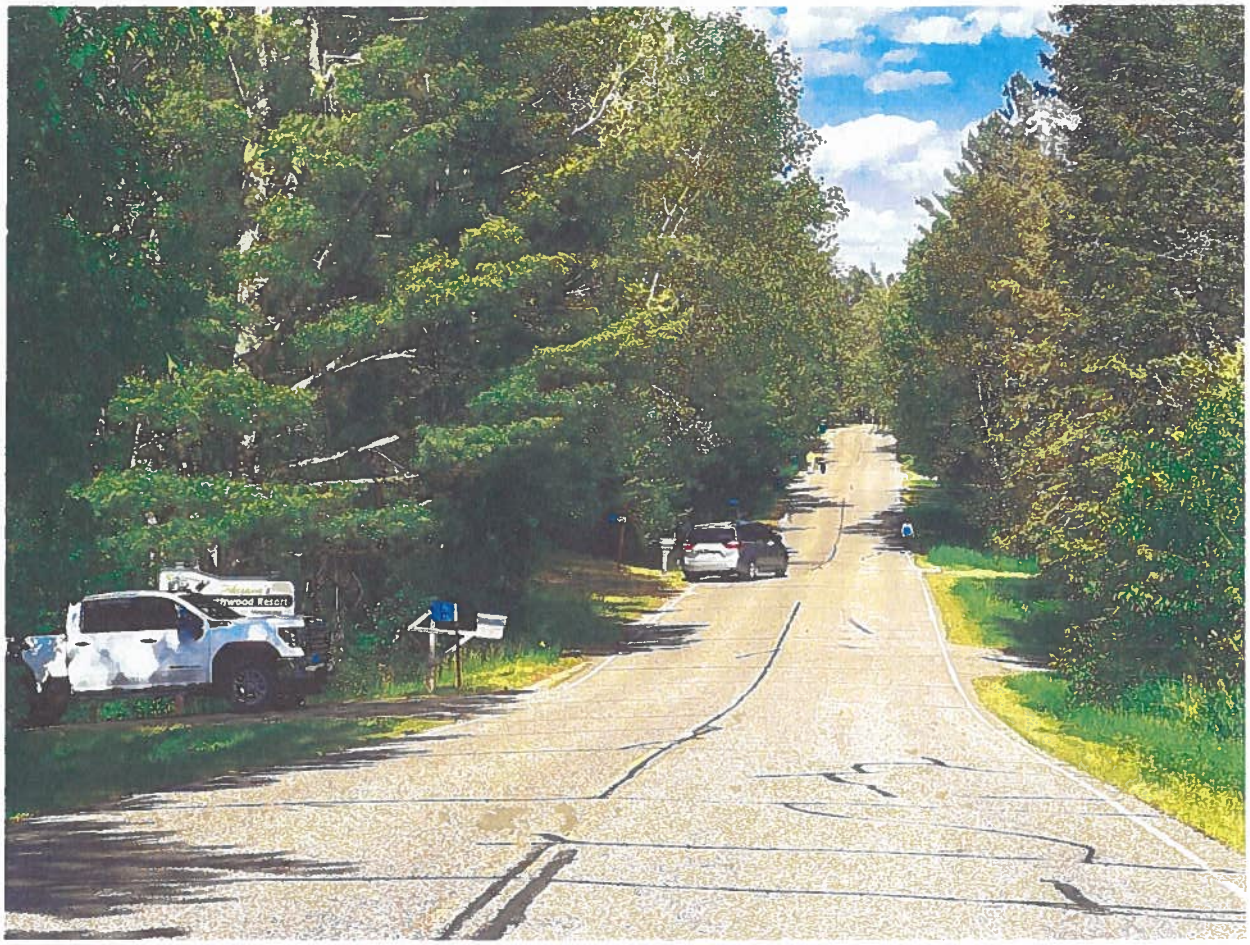
Text message from Andy Nintzel, VP of GPLA, on Wed., June 5th @ 8:18am.

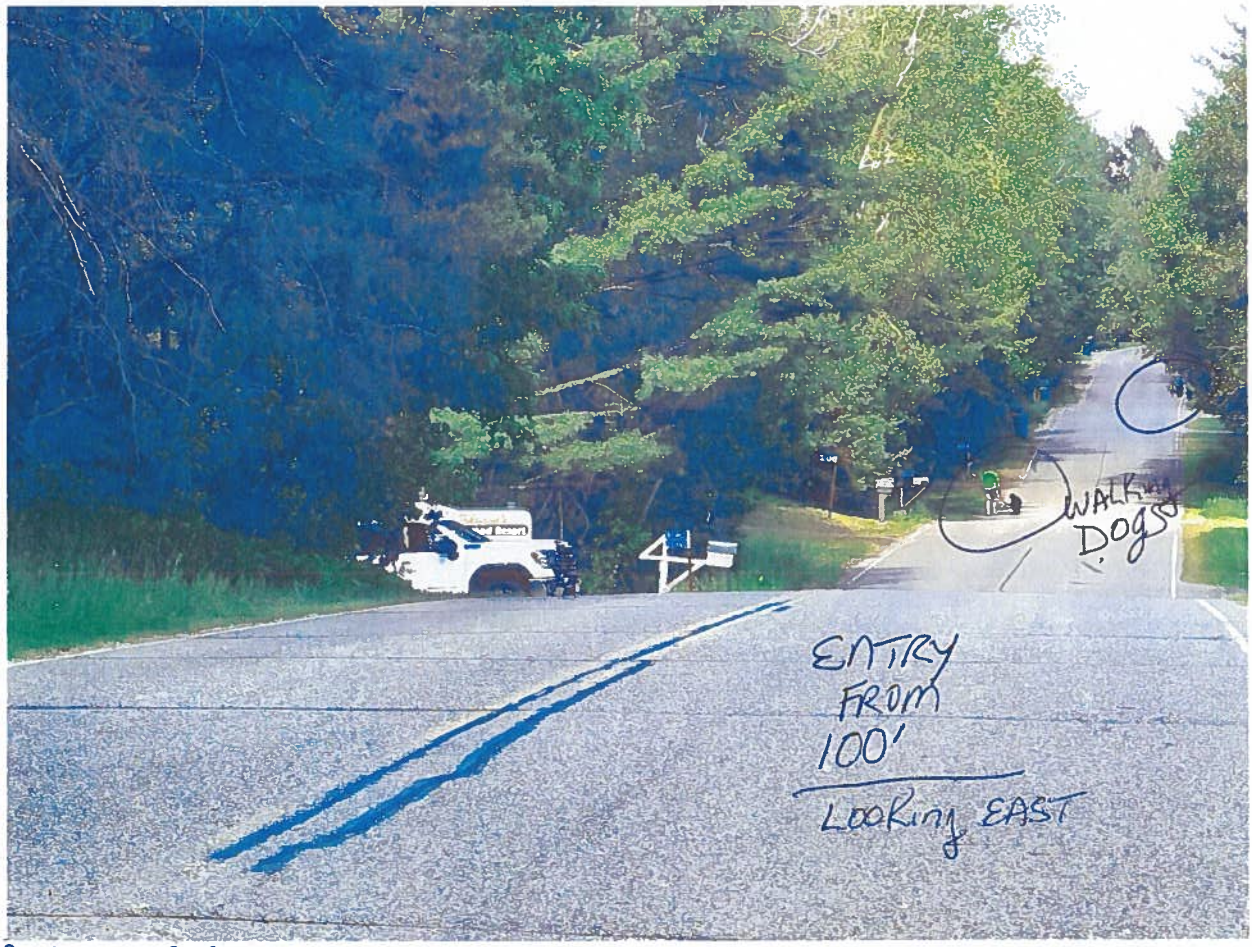
Google Maps Pokegama Lake

Aerial View showing cabins and residents have been removed, and new cabins have been started without a resort license!



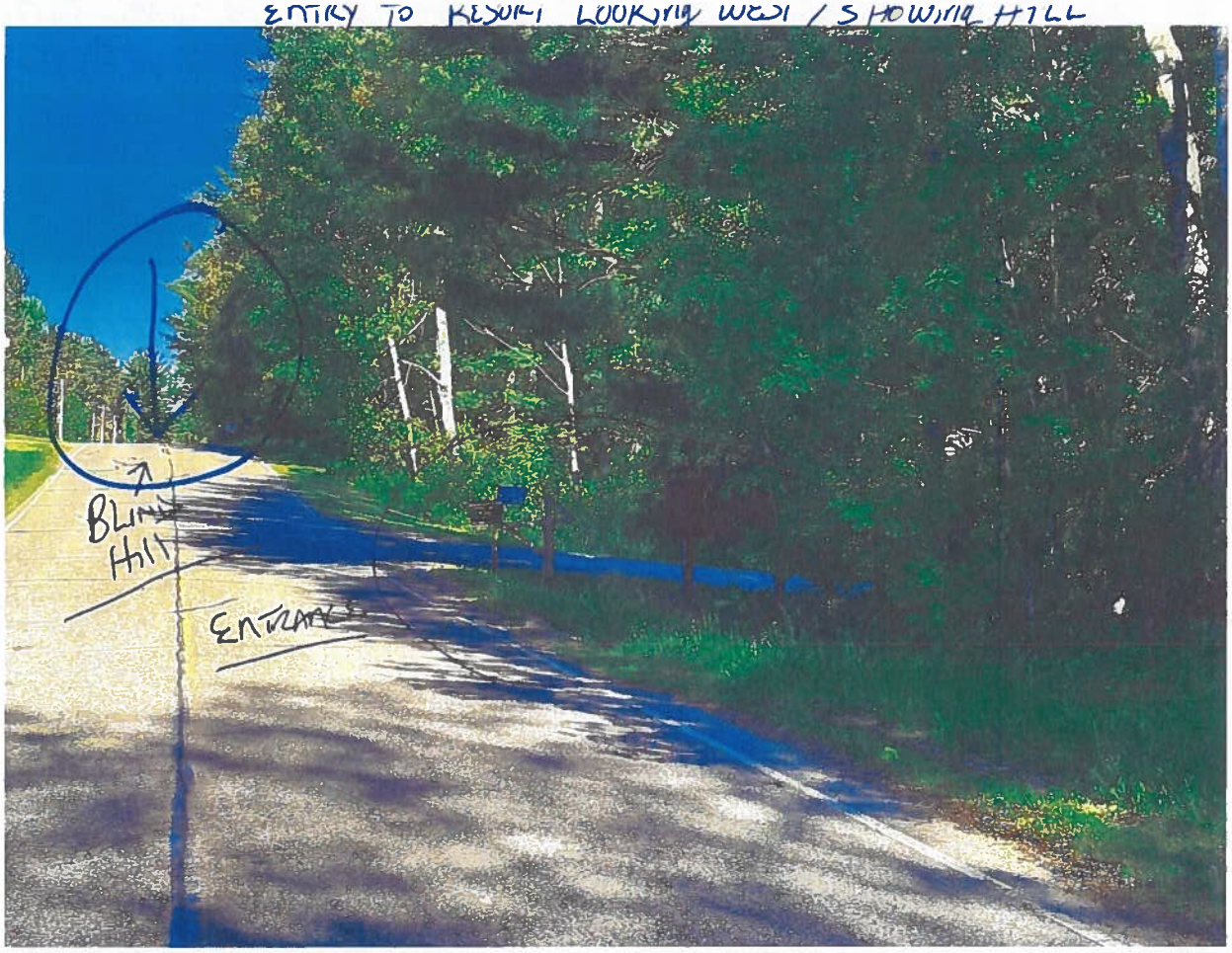
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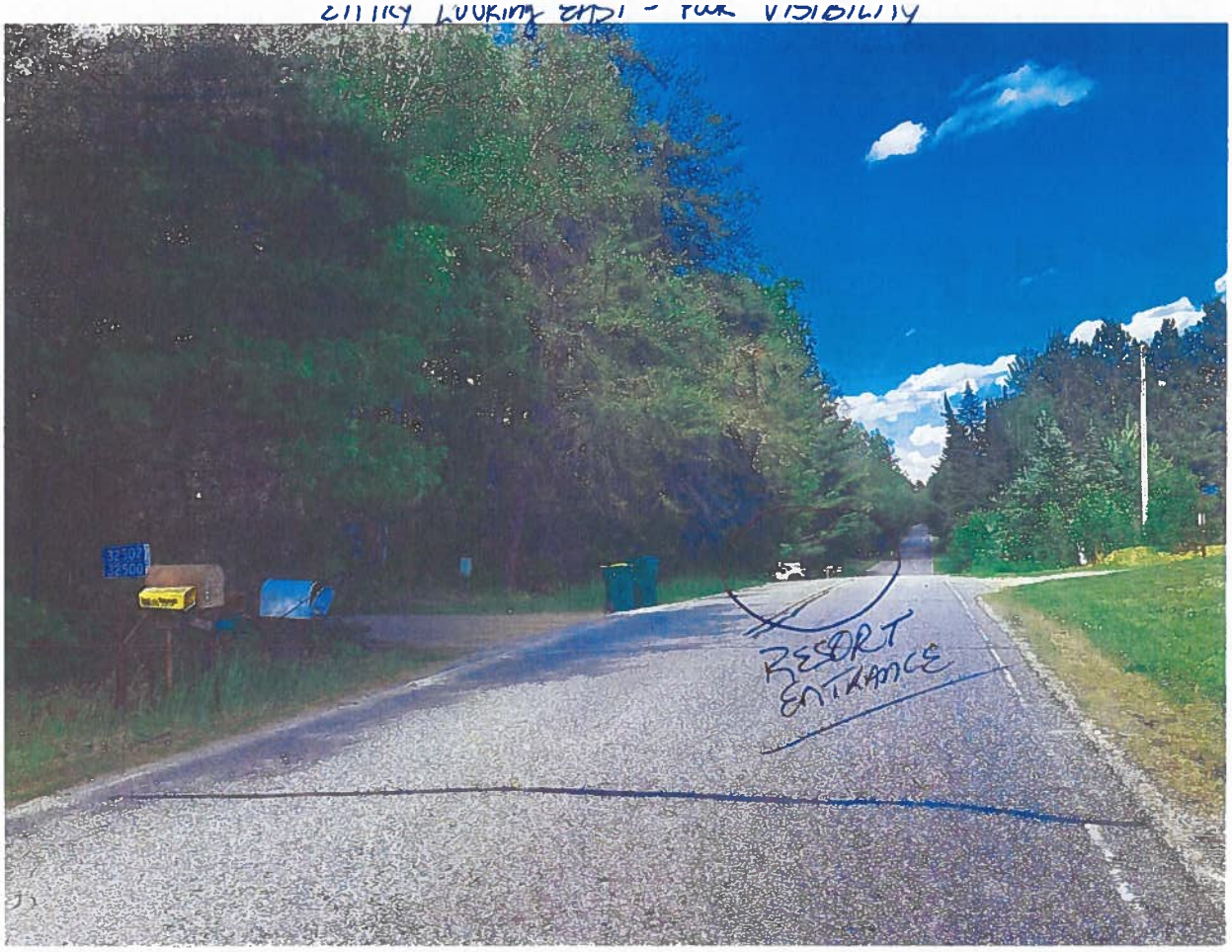
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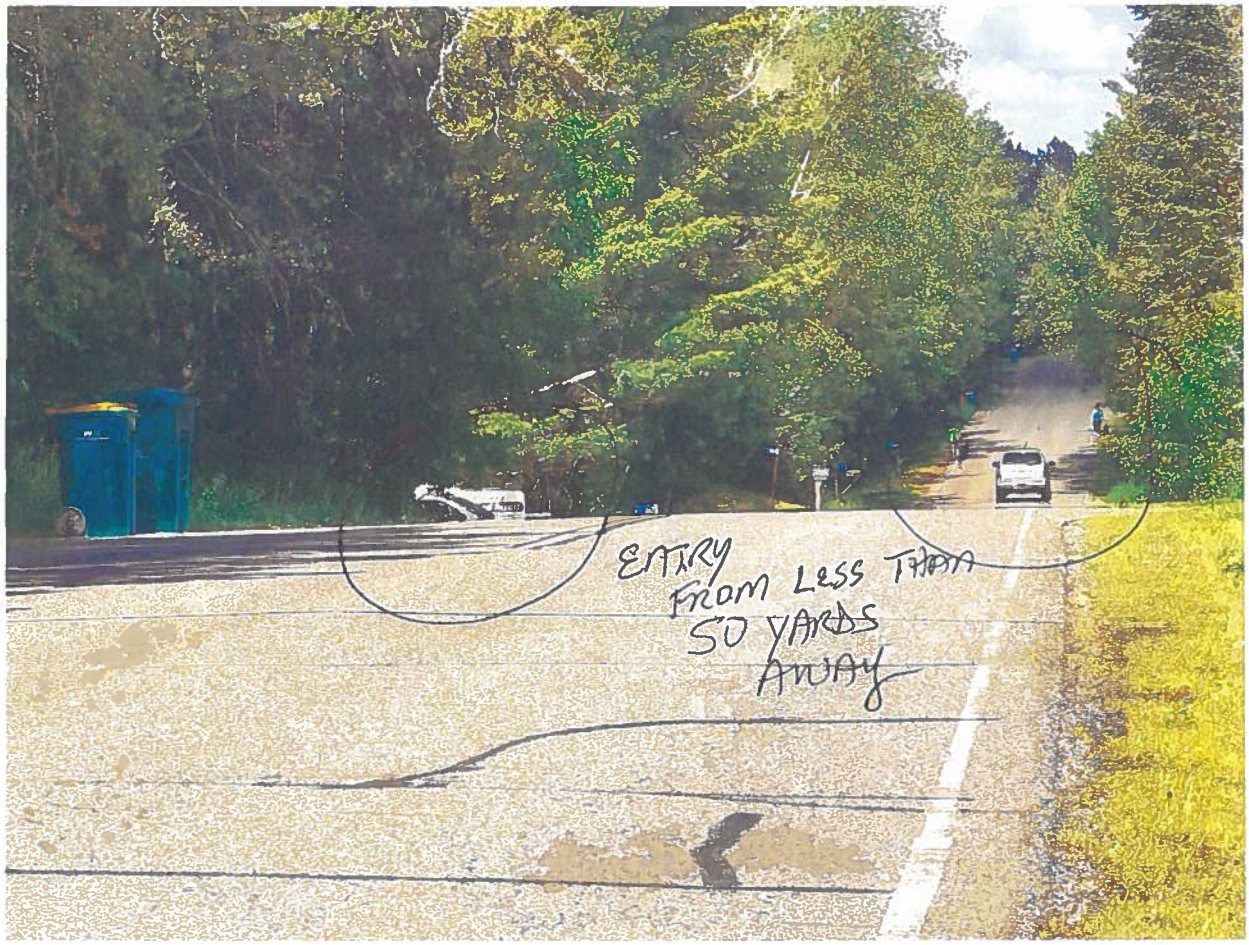
ENTRY TO RESORT LOOKING WEST / SHOWING HILL





ENTRY LOOKING EAST - POOR VISIBILITY





Rich Libbey

CR Conditional Uses 722389

Rec Commercial

Section 9.3 Conditional Uses

The Planning Commission may consider approval of the following Conditional Uses in Recreational Commercial Zoning Districts:

9.3.1 Agriculture. All forms of agriculture, horticulture, and animal husbandry, including necessary farm structures and processing of agricultural products but excluding fur farms and commercial kennels, provided that the provisions of Section 3.6 are met;

9.3.2 Bait Sales;

9.3.3 Bars, Cocktail Lounges, Taverns, and Restaurants (Liquor Sales, On/Off);

9.3.4 Cafés and Restaurants (no alcoholic beverages) – licensed Resorts exempt;

9.3.5 Community Centers / Township Halls;

9.3.6 Convenience Stores;

9.3.7 Day Care Facilities II;

9.3.8 Fur Farms provided the minimum parcel size is five acres;

9.3.9 Group Homes II;

9.3.10 Gasoline. Bottled Gas Storage and Distribution;

9.3.11 Houses of Worship;

9.3.12 Kennels, Commercial. Such kennels provided the minimum parcel size is five acres;

9.3.13 Nursing Homes;

9.3.14 Professional Offices;

9.3.15 New Resorts as regulated by Section 15A.3;

9.3.16 Small Engine Repairs / Sales;

9.3.17 Storage Warehouses; and

9.3.18 Trailer, Manufactured Home, RV, and Camper Sales.

Section 9.4 Prohibited Uses

The following uses are prohibited in Recreational Commercial Zoning Districts:

9.4.1 Agriculture Implements, Distribution Display Repairs and Sales;

9.4.2 Contractor, Equipment and Material Storage;

9.4.3 Electric, Light and Power Company Yards;

9.4.4 Gasoline. Gasoline Bulk Storage, Tank Oil, and/or Service Stations;

9.4.5 Machine and Welding Shops;

9.4.6 Mining. Mineral extraction, mineral processing, metals production, mineral or metal storage, storage and stockpiling of mining and mineral processing waste materials and byproducts, storage of mining and processing equipment, and other activities associated therewith that meet the provisions of Section 3.13 and Article 13 and includes industries, facilities, and activities regulated by Minn. Stats. 93.44-93.51. Also, structures necessary for mining, mineral processing, metals production operations, ancillary facilities, and activities that meet the provisions of Section 3.13 and Article 13;

9.4.7 Recycling Centers – Auto, Appliance, and Junkyards that meet the provisions of Section 3.11;

9.4.8 Sanitary Landfills;

9.4.9 Sawmill / Lumber Yards; and

9.4.10 Target Shooting Facilities.

Section 9.5 Uses Not Listed

See Section 2.5.

PCBA 11
C:PCBA

From: Rich Libbey
Sent: Saturday, June 8, 2024 3:48 PM
To: dave.eckstein01@gmail.com
Cc: Rich Libbey
Subject: FW: Rezone request for 3 Lots on Pokegama Lake and theSouthwoodRoad

Sent from Mail for Windows

From: Rich Libbey
Sent: Friday, June 7, 2024 4:16 PM
To: Katie Benes
Cc: Rich Libbey
Subject: Rezone request for 3 Lots on Pokegama Lake and the Southwood Road

Dear Planning Commission Members:

I urge the Board to reject this rezone application for 3 residential lots on the Wendigo Arm of Pokegama Lake from Rural Residential to Recreational Commercial as this request does not meet all 5 of the criterial necessary to approve this request.

The first of which is DOES IT CONFLICT WITH THE COMPREHENSIVE PLAN?

Section 1V.Sub E- Lakeshore Development Objective-

MAINTAIN RESIDENTIAL ZONING-

ENCOURAGE RETENTION OF EXISTING ZONING AND USES IN ESTABLISHED RESIDENTIAL AREAS. Page 23 of the Comprehensive plan.

I feel it definitely conflicts with this criterial for approval of this zoning change. Every lot on the Wendigo Arm is zoned Rural Residential except 2 lots out of many hundred. One is the Pickled Loon and the other is currently a residential home on a

left over rezone from 1992 when the resort was still in operation. Since then the resort has been decommissioned and is no longer in existence. This lot is not in commercial use and its use is residential.

I urge the members to vote NO on this question as this rezone would not be compatible with the existing residential zoning and use of basically all the lots on the Wendigo Arm of Pokegama Lake.

Question #2-THE PROPOSED ZONING SHALL NOT BE SPOT ZONING-

I feel this is spot zoning. The rezoning of this parcel would benefit the applicant to the detriment of the surrounding established residents and neighbors. An RV park would alter the character of this residential neighborhood and is not compatible in close proximity to homes. I believe neighbors will relay their concerns about this possible development.

A single family home on this property would be in harmony with the neighborhood where as a commercial development is not compatible.

Sincerely, Richard Libbey

18603 Hale Lake Drive
Grand Rapids, Mn 55744

comp plan

C. ***Expansion Objective*** - Evaluate opportunities to expand the recreation system to meet needs not met by the current system.
   1. ***Recreation resource plan*** - Use the County Recreation Resource Plan on all future recreation enhancements and continue to update the plan.
   2. ***New facilities*** - Revise the facilities needs list and invest in the development of new facilities to meet identified needs, including public lakeshore access and public swimming beaches.
   3. ***Mine area recreation*** - Support the recreational use of idle mine land and related lands where the use is safe and compatible with present and future mineral production. Support the Western Mesabi Mine Land Planning Boards plan.
   4. ***Campgrounds*** – Support additional campground capacity where there is adequate infrastructure with limitations to protect natural resources.
   5. ***Motorized trails*** - Develop designated motorized trails including the Aitkin and Itasca County ATV trail connection.
   6. ***Conservation and legacy programs*** - Support local Conservation and Legacy programs that positively affect recreational users.
   7. ***Hunter walking trails*** - Support and assist in development of additional seasonal grouse hunter walking trail opportunities.
   8. ***Enforcement*** - Support adequate enforcement and education of trail regulations to minimize trespass on private lands and unauthorized motorized use of public trails.
   9. ***Non-motorized areas*** – Direct further study of county lands as designated non-motorized areas.

D. ***Trail System Objective*** - Develop an integrated county-wide recreational trail system that connects residential areas, commercial areas, job centers and natural areas.
   1. ***Connection opportunities, public lands*** - Review the parks and recreation plans of the County, cities, US Forest Service, DNR and commercial forest land for opportunities for connections.
   2. ***Connection opportunities, private lands*** - Support the connection of new subdivisions and private recreational developments to the trail system where appropriate.
   3. ***Trail parking*** - Encourage development of trail head parking areas.
   4. ***Trail easements*** – Work to identify priority corridors and acquisition of permanent easements over existing and new trails where possible. Develop a plan to encourage private land owners to provide permanent easements for trails that cross their lands.
   5. ***Trail use standards*** - Develop standards and mark trails to clarify use and property easements to prevent conflicts from various uses and with property rights.
   6. ***Trail coordination*** - Closely coordinate with state and federal agencies during Off Highway Vehicle (OHV) trail planning to attempt to achieve consistent trail designations and postings across ownerships.

E. ***Funding Objective*** - Investigate and support equitable methods for funding the maintenance and expansion of the recreation system.

Rec Commercial

222389

ARTICLE 9 RECREATIONAL COMMERCIAL ZONING DISTRICT

Section 9.1 Purpose

The purpose of the Recreational Commercial Zoning District is to protect and encourage the sound development of the recreational industry in Itasca County. To achieve the goal to develop an integrated green space and recreation system that provides diverse, developed and undeveloped, recreational opportunities for all residents and visitors while protecting unique scenic and natural areas as stated in the Itasca County Comprehensive Land Use Plan.

Section 9.2 Permitted Uses

In fostering recreational development, related commercial uses serving recreational needs are permitted.

9.2.1 Accessory Structures;
9.2.2 Antique and Gift Shops;
9.2.3 Bed and Breakfast Inns;
9.2.4 Cafés and Restaurants at licensed Resorts (no alcoholic beverages);
9.2.5 Day Care Facilities I;
9.2.6 Dwellings, Single and Multi-Family. Such dwellings are permitted provided that the dwelling unit parcel has frontage on a publicly owned and maintained road. If the parcel does not front on a publicly owned and maintained road, a dwelling is allowed provided the landowner signs a notice of limited public services prior to receiving a permit that is recorded with the Environmental Services Department with a copy to the applicable township;
9.2.7 Essential Services;
9.2.8 Existing Resort Expansion as regulated by Section 15A.4
9.298 Extractive Uses over one acre that meet the provisions of Section 3.13;
9.2.10 Forestry. All forms of forestry uses including processing, necessary structures, and construction of access roads to remove timber;
9.2.11 Foster Homes;
9.2.12 Group Homes I;
9.2.13 Home Occupations I and II that meet the provisions of Section 3.14;
9.2.14 Public Parks and Recreational Areas;
9.2.15 Temporary Borrow Areas that meet the provisions of Section 3.12; and
9.2.16 Towers that meet the provisions of Article 14.

Fire #_____

Date 11-3-92 No. 921358

REQUEST FOR AMENDMENT OF ZONING ORDINANCE AND/OR ZONING MAP

Itasca County, Minnesota

Property Owner James W. Miller Address 431 Southwood Rd, GR 55744

Agent BIRCH COVE RESORT Address _____

Location of Property 19-017-1304 - W 210' of Pt of Lot 4 lyg E of ling 1900' E of & para with W Line of Lot 3, S. 17, 54-25 Harris #32, D#4
(Legal Description and Highway or Road Location)

Existing Zoning District Residential Proposed Zoning District Recreational Commercial

Reason for Proposed Amendment or Zone Change In 1968, applicants purchased above 3.43 acres in which existed Birch Cove Resort/Campground. Said use has been in continuance since that time, therefore, a rezone to recreational commercial would be suitable as this type of use is rearricted in a residential zone. Applicants were unaware that the zone was residential as their tax statements indicated a property class of resort.

Attach to this form a map showing property location, all properties within 300', shapes and dimensions of existing and proposed buildings, all streets and roads, North direction, and any other information pertinent to this request.

Signature James W. Miller Date 10/14/92

Fee of $/e _____ paid in full. Date 10/14/92 Received: nh (zoning office)

Official Publication Notice of Planning Commission Hearing Date _____

Date of Public Hearing _____

Harris: Town Board or Unorganized Town (approval) rejection Date 11/18/92 Chairman or Co. Comm. Larry Key

Reasons for rejection: _____

NOV 23 1992

MASON COUNTY ZONING OFFICE

Amendment of Zoning Ordinance/Map (approved) rejected by the Planning Commission on 12/2/92 (date)

in accordance with the following reasons: _____

Signed: John R Payne
(Planning Commission Chairman)

Amendment of Zoning Ordinance/Map (approved) rejected by Board of County Commissioners 12/22/92 (date)

Signed: Matt Kuzi
(County Board Chairman)

Return all copies (3) to the ZONING OFFICE, COURTHOUSE, GRAND RAPIDS, MN 55744

Office of the Revisor of Statutes

Office of the Revisor of Statutes

2023 Minnesota Statutes

Authenticate PDF

103F.227 SHORELAND DEVELOPMENT; EXISTING RESORTS.

Subdivision 1. **Applicability.** This section applies statewide and preempts local ordinances that are inconsistent with its terms. A county or municipality may by ordinance impose upon resorts reasonable regulations to prevent and abate nuisances and to protect the public health, welfare, safety, and environment.

Subd. 2. **Resort defined.** For purposes of this section, "resort" means a shoreland commercial establishment, existing on or before August 1, 2007, that includes buildings, lodges, structures, dwelling units, camping or recreational vehicle sites, or enclosures, or any part thereof kept, used, maintained, or advertised as or held out to the public to be a place where sleeping accommodations are furnished to the public, primarily to persons seeking recreation, for periods of one day or longer, and having for rent three or more cabins, rooms, campsites, or enclosures. A shoreland commercial establishment must be primarily service oriented for transient lodging of guests. All cabins, rooms, dwelling units, camping or recreational vehicle sites, or enclosures must be included in the resort rental business. Resorts must not allow residential use of a dwelling unit or site, except dwellings used as residences for the service providers. To qualify as a resort under this section, a resort must be fully licensed and permitted under appropriate state and local regulations. The entire parcel of land must be controlled and managed by the licensee.

Subd. 3. **Maintenance and replacement.** (a) So long as the establishment continues to operate as a resort, a county or municipality must allow a resort owner to:

(1) maintain structures, including the replacement of aging or outdated components or systems of the structure, while not increasing the structure's footprint on the land; and

(2) replace structures damaged or lost to fire or natural disaster.

(b) Paragraph (a), clause (2), applies only when an application for a building permit is made within 180 days of the damage or loss.

Subd. 4. **Expansion.** A county or municipality must allow a resort owner to increase a structure footprint to minimally meet federal, state, or local dwelling standards or codes. To "minimally meet" the standards or codes means that the replacement structure does not add new architectural elements, such as more bedrooms, that did not exist in the original structure. Structural expansion under this subdivision must not result in a structure that is any larger than required to meet standards or codes or a structure or any portion that is any closer to the shoreline than prior to the expansion.

Subd. 5. **Change in ownership.** A change in ownership of a resort shall not be construed as a conversion to a different use so long as the new owner continues to use the property as a resort.

History: *2007 c 92 s 2*

Official Publication of the State of Minnesota
Revisor of Statutes

Crystal Smith

Old Southwood Road Resort - Rezoning Proposal Opposition Statement

Plan for the property:
A proposal for rezoning three parcels along Southwood Road would add 40 campsites and 2 cabins. This proposal adds 42 temporary dwelling spaces to the neighborhood. Currently all zoned Rural Residential, two parcels adjacent to Pokegama Lake, one parcel opposite the lake but kiddie corner from the original Southwood Resort. The proposed rezoning would bring all into a Recreation Commercial Zone. The property owner stated they wanted this to be "commercial campground status" in the proposal. The properties in question are:

Parcel Number	Acreage	Zoning
19-017-1308	3.1	Rural Residential
19-017-1307	1.5	Rural Residential
19-017-4203	5.0	Rural Residential

Total = 9.6 acres

There are approximately 50 rural residences along Southwood Road. The plan supported by rezoning would almost double the number of dwelling spaces in the neighborhood. This would cause a substantial change to the neighborhood culture where residents use Southwood Road as transportation and pedestrian and bicycle recreation. This includes several families with young children just learning the rules of the road.

The following parts of this document outline further concerns and questions regarding the rezoning of the property in question.

Current zoning:

Article 7 RURAL RESIDENTIAL ZONING DISTRICT

Section 7.1 Purpose
The Rural Residential Zoning District is intended to provide a residential district that is predominantly shoreland and rural in character and allows activities that do not degrade the rural residential character. This zoning district shall be used to promote a high quality residential living environment.

The Southwood Road neighborhood substantially meets the qualities of a rural residential zone. Changing the zoning for one location in the middle of the neighborhood would substantially degrade the quality of life and rural character of the other remaining properties along this roadway.

PCBA 12

When considering rezoning and the Guidelines for Rezoning, 20.3.4, the following questions must be answered:

1. Does this consist of spot zoning which discriminates in the favor of one parcel out of context with the surrounding parcels? It is clear that rezoning does discriminate in the favor of one property owner to the detriment of the neighborhood, and most significantly to the surrounding parcels.
2. Is there a clear public need or benefit beyond the benefit to the landowner? Any economic benefit to the taxbase of the county and township would be offset by lower property values of the surrounding residences. No other public need or benefit has been identified.

Specifically, here are the ways in which rezoning the property degrades the neighborhood and lakeshore of Pokegama Lake.

Traffic Impact:

1. 42-84 additional vehicles on Southwood Road during the months of April to October for 42 additional seasonal residences.
2. Additional vehicle traffic at the HWY 169, Southwood Road intersection. This is already a dangerous intersection with multiple access points to 169 in a short distance. It would likely add more direct traffic crossing Highway 169. This would all likely increase the risk of accidents.
3. Traffic increase from 42 additional spaces:
    a. 1 vehicle
    b. 1 camper - parked
    c. 1 atv
    d. 1 boat
4. Township road with no shoulders
    a. Pedestrian use is limited to the existing roadway
    b. Walking, biking, running daily
    c. Cross traffic for the campground properties
    d. Short sight lines to the West due to the large hill. This campground would be at the base of the hill.
5. Increased heavy vehicle traffic due to
    a. Campers
    b. Septic tank maintenance
    c. Garbage disposal

Environmental Impact

1. Unregulated boat landing with temporary boats moving from lake to lake
    a. Increased invasive species in Pokegama and surrounding waters
2. Shore impact buffer zone – is this 1000 ft? Timber harvesting within this buffer could increase the amount of erosion into the lake. Due to site topography any erosion on the lake side drains to the lake.

3. Increase in boat traffic on narrow Wendigo arm. Increased speeds increase the wave size which causes expedited shoreline erosion on the lake.
4. The septic system consists of 5 pressure beds and 9 septic tanks, all unsized at time of proposal. Will these be piped to campers or will there be a dump station, or both? The water table is near to surface, what will be the water quality impact on drinking water and Pokegama?
5. Only 2 wells are shown on the entire property. There is concern about heavy use and well drawdown before recharge rates can refill the aquifer.
6. Stormwater runoff from lakeside goes directly to water table or lake. Stormwater permits are required from MPCA for sites disturbing 1 or more acres.
7. Increased garbage from campers.

Residential Impact

1. Noise from additional people. Will quiet hours enforced or not?
2. Temporary people in the neighborhood leads to decreased accountability for individual actions.
3. ATV and foot traffic use of private property other than designated – a person can get to the Lauber farm through the south property line, from there they can easily get to the backside of many of the private residences on the non-lake side of Southwood Road.
4. There appears to be no plans for the property owner to live on site. An on-site property owner would provide Homesteaded Resort classification, which comparable sites in the area have established.

   Comparable locations:
   - Fishing Springs – 12 sites on 2.6 ac (+17.9 ac on opposite side) zoned rural residential, Class in Homesteaded resort.
   - Sugar Bay Campground/Resort, 21812 Moose Point Rd – 10 sites on 3.6 ac zoned Recreation Commercial, Class is Homesteaded Resort, on a county road).

When considering rejecting this proposal of rezoning and taking into account the Guidelines for Rezoning, 20.3.4, the board must ask if disapproval will cause substantial hardship to the property owner. Disapproval does not cause substantial hardship to the property owner as evident in the following:

- The site was purchased with other plans in mind that meet the current zoning requirements. Those plans are still viable for the property.
- The market value for property has substantially increased since the original purchase. If facing substantial hardship, the property owner could choose to sell while maintaining the existing zoning.

The following questions should also be addressed before considering rezoning and a plan for a campground:

- Does this rezoning comply with the Itasca County Comprehensive Land Use Plan?
- What is the potential person capacity of this space? What does that mean for sewage and water use?
- Is this a controlled access lot where Section 5.6.2 applies? What impact does this have?
- Will visual screening be in place from the lake and roadways?
- What is the appropriate New Resort Development Density? 15A.3.4 for Shoreland areas?
- It appears that the Shoreland Overlay Zoning district applies and is 1000 ft perpendicular from the ordinary high-water level of the lake. Does the Shoreland Overlay apply to part of this property? What requirements will be imposed by this overlay zone?
- What are the reasons for denial or approval of the rezoning?

The Board must consider these points and questions before approval of rezoning the three parcels in support of the campground project. The Board should consider tabling of a vote if more time is needed for further consideration of the points laid out in this document and by the residents of Southwood Road.

*** COUNTY BOARD USE ***
GUIDELINES FOR AMENDMENTS TO THE ZONING MAP

Applicant: Jeff Peterson
Property Location: 32460 Southwood Road, Grand Rapids, MN 55744
Parcels: 19-017-1307, 19-017-1308, 19-017-4203

Present Zoning District: Rural Residential
Proposed Zoning District: Recreational Commercial

Amendments to the Zoning Map shall be recommended for approval to the County Board upon finding by the Planning Commission that all of the following conditions exist:

1. The proposed zoning does not substantially conflict with the Itasca County Comprehensive Land Use Plan. Why or Why not:

2. The proposed zoning shall not be spot zoning, which is zoning that discriminates in favor of one lot or parcel out of context with surrounding lots or parcels. Why or Why not:

3. The original zoning was inconsistent with the Comprehensive Land Use Plan; or an error was made in the Comprehensive Land Use Plan, which should now be corrected along with the zoning district; or substantial changes have occurred in the community, which should result in the Comprehensive Land Use Plan and the zoning being amended. Why or Why not:

4. A clear public need for and benefit from the proposed rezoning shall exist beyond any benefit or convenience to the landowner. Why or Why not:

Approval

Rejection

COUNTY BOARD SIGNATURE Date

HARRIS TOWNSHIP'S "FACTS OF FINDING"

Criteria Necessary for Granting a Recommendation for a REZONE REQUEST

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

REQUEST FROM: Jeff Stetson **DATE** 5/22/24

REQUEST FOR: Rezone of property

1. **Are terms of the rezone consistent with the Harris Township Comprehensive Plan?** (Yes) or No or N/A
   Comments
   * all Brd responses were "NO" (See draft Minutes)
2. **Will this request be considered a spot rezone?** Yes or (No) or N/A
   Comments:
   PC - 6/12/2024
3. **If granted, will the rezone maintain the essential character of the neighborhood?** (Yes) or No or N/A
   Comments:
4. **Have environmental concerns or precautions been addressed?** (Yes) or No or N/A
   Comments:
5. **Have boundary/property lines been found, correctly identified, and agreed upon by all property owners involved?** Yes or No or (N/A)
   Comments:
6. **Will the site have sufficient vehicle access in and out of the property, and will there be adequate parking space (if applicable)?** (Yes) or No or N/A
   (Yes) or No or N/A
   Comments:

Other Comments : _____

****

Based on the criteria above, the Harris Town Board will make the following recommendation to the Itasca County Planning Commission / Board of Adjustment regarding the Rezone Request:

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

_____ *RECOMEND IF AMENDED AS FOLLOWS:*

Motion by Supervisor Schack and seconded by Supervisor Davis to approve. Ayes - 5; Nays - 0 Motion Carried

Signed, the Harris Township Board of Supervisors:

Peggy Clayton, Chair

Mike Schack

Ryan Davies

Dan Gilbert

Jim Kelley

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

DATE: 5/22/24

Good evening, Commissioner Smith:

My name is John Angel, my address is 32412 Southwood Road. My wife Jessica was born and raised in Grand Rapids, and both sides of her family still call Grand Rapids home. We have a young son and a young daughter, and back in 2018 we purchased our home on Southwood Road – solidifying that we will keep deep roots in this community for ourselves and our two children for what will hopefully be generations to come. After 17 years of coming to Grand Rapids, I am proud to call Grand Rapids my home away from home.

Please know that my comments come from a place of deep respect for you and your position, as I myself have had the honor and privilege of sitting on two city commissions (for the City of Coon Rapids, and the City of Andover), and have also been in the public sector for nearly 18 years. I have worked closely with city administrators, city councils, mayors, county commissioners and school board members, so I fully understand the importance of your position and the delicate and often difficult decisions you are tasked with making.

I am respectfully requesting that you follow the recommendation of the Itasca County Planning and Zoning Commission and deny this rezoning application.

I have personally asked former colleagues to review this application, and all unanimously and without hesitation have identified this as clearly the creation and expansion of non-conforming and inconsistent zoning.

Southwood neighborhood has been established as a rural residential neighborhood. Of the three parcels in question, only one was ever utilized as what is being referred to as the "Old Southwood Resort." All three parcels have been, and are currently, zoned rural residential. The decision of the Harris Township and Itasca County Planning Commission in 2000 to deny the rezoning of that one parcel (documents outlined in your agenda packet), show that the care and consideration for the fabric of this neighborhood is paramount for the public good.

Any decision other than a denial of this rezoning application will result in critical disruption caused by irregular, inconsistent, and non-confirming zoning within our Southwood neighborhood; and I fear that it will cause a ripple effect that will be felt by the property owners and voters of greater Itasca County.

When one weighs the wealth of critical safety concerns, the creation of irregular and inconsistent zoning, the lack of any pedestrian safety infrastructure on Southwood Road, and the overwhelming voices of my fellow Southwood neighbors - it becomes clear why the Itasca County Planning Commission recommended to deny.

Again, I am respectfully requesting that you follow the recommendation of the Itasca County Planning and Zoning Commission and deny this rezoning application.

Thank you,
John, Jessica, Alex and Lilly Angell

https://www.grandrapidsmn.com/news/southwood-road-neighbors-stand-together-opposed-to-rv-park/article_11ea1c4e-2a74-11ef-9e69-eb6b76321ee2.html

ARTICLE IV

EXISTING NON-CONFORMITIES AND LOTS OF RECORD

Sec. 4. 10 Non-Conforming Uses - All legally established nonconformities as of the date of this ordinance, or amendments thereto, may continue, but they will be managed according to applicable state statutes and other regulations of this community for the subjects of alterations and additions, repair after damage, discontinuance of use, and intensification of use; except that the following standards will also apply:

Sec. 4. 11 - The use is not changed to another non-conforming use or reestablished if discontinued for a continuous twelve (12) month period. The County Assessor shall notify the Zoning Officer in writing of instances of non-conforming uses which have been discontinued for a continuous twelve (12) month period.

Sec. 4. 12 - No existing structure devoted to a non-conforming use shall be enlarged, extended, constructed, moved, or structurally altered except in changing the use of the structures to a use consistent with the provisions of this Ordinance.

Sec. 4. 13 - No junk yard may continue as a non-conforming use for more than three (3) years after the effective date of this Ordinance except that a junk yard may continue in a zone that permits, such as a conditional use, providing within that period, it is completely enclosed with a building, fence, screen planting or other device of such height as to screen completely the operations of the junk yard. Plans of such a building or device shall be approved by the County Planning Commission before it is erected or put into place. The Planning Commission may authorize a temporary extension of additional year upon special application for said extension.

Sec. 4. 20 Non-Conforming Structures - It is the intent of this ordinance to permit the continuance of any nonconforming structure existing at the date of adoption of this ordinance which does not comply with the provisions of this ordinance by reason of restriction on area, lot coverage, yards or other characteristics of the structure. It is also recognized that it is the intent of this ordinance not to encourage their continuation or expansion but to encourage, over time, compliance with the current requirements of this ordinance. Nonconforming structures shall be subject to the following:

Sec. 4. 21 - not be enlarged or altered in any way which increases its non-conformity

Sec. 4. 22 - requests for additions to non-conforming structures may be permitted provided all of the following standards are complied with:
-the addition is not toward the already non-conforming setback and said setback is not less than 50';
-the addition is not located within shore or bluff impact zones.
-that any modification to an existing structure, or the addition of any structure does not exceed ½ or 50% of the square footage of the original building as it exists on 4/1/95.

now makes the following findings of fact and decision:

APPLICATION AND ZONING INFORMATION:

1. The parcel measures 200' in width by approximately 700', containing 3+- acres, borders Pokegama Lake, General Development class, Southwood Road, and is located in Harris Township, Commissioner District #4.

2. This property has been operated as a Resort since the 50's. The original zoning maps, established in 1969, zoned the property as residential. The resort consists of 4 cabins, ~~1 mobile home~~ and ~~their~~ residence. Under the present zoning, a resort is a restricted use, Therefore, the resort can be maintained as is, however, the units could not be replaced. If rezoned, replacements and/or expansions would be allowed, however, because of density, variance/s may be required.

CRITERIA: There are many ~~factors~~ reactions of these criteria in the public interest

3. Article VII, Section 7.41 of the Zoning Ordinance sets forth the guidelines for amendments to the Zoning Map:

A. The proposed zoning shall be consistent with the comprehensive or land use plan adopted for the County; (Historically that would not be so!)

B. The proposed zoning shall not be spot zoning, which is zoning to discriminate in favor of one lot or parcel out of harmony with surrounding lots or parcels and the comprehensive or land use plan, and without benefit to the community. (we are a sea of Recreational Comm. It does not benefit our Sund Rd./Pokegama Lk

C. A mistake has been made in the original zoning which was inconsistent with the comprehensive or land use plan; or an error was made in the comprehensive or land use plan which should not be corrected along with the zoning; or substantial changes have occurred in the community since the adoption of the comprehensive or land use plan, which should result in the plan/s and the zoning being amended. no evidence of that!

D. There shall exist a clear public need for and benefit from additional zoning of the type proposed, which shall be above and beyond any benefit or convenience to the land owner. No public need or interest

All the benefit & convenience is to the land owner so he can exploit our community for his own

E. next pg.

6.

ITASCA COUNTY PLANNING COMMISSION/BOARD OF ADJUSTMENT

OCTOBER 4, 2000 9:00 A.M. COUNTY BOARD ROOM

The regular meeting of the Itasca County Planning Commission/Board of Adjustment was held on Wednesday, October 4, 2000, at 9:00 a.m. in the County Board Room of the Courthouse with the following in attendance: MEMBERS: Byron Snowden III, John Dimich, Ben Puline and Dale Worth. ABSENT: Stan Hynek. EXOFFICIO: Don Dewey, Terry Greenside, Gregory Fordham and Jack Muhar. GUESTS: Dick Carlson, Elmer Smith, Jerry Wanken, Ray Sanders, Vern Witherill, Blake Hanson, Jim Rothstein, Rich Libbey, Mary Dorholt, Scott Seeley, Greg Anselmo, Jack Berg, Carol Bargeman, Susan Clos, Ronald Clos, Gene Tardy, Ken Truebenbach, Kevin Figgins, Richard Gailfus, Carol Spearman, Gail Houman, Frank Houman, Orlin and Mary McCollor, David Roth, and Tom Howard.

Chair Snowden III called the meeting to order at 9:00 and made a brief explanation of the meeting procedures (copies of the opening statement were available for the audience.

Additions to the agenda: Schedule public hearing on the Mississippi Headwater's Board amendments to the comp plan and to mention that John George has requested that his variance application be tabled until the November 1st meeting.

Minutes: A motion was made by Puline, seconded by Dimich and unanimously carried to approve the minutes of the September 6th meeting as sent.

A motion was made by Worth, seconded by Puline and unanimously carried to call back to the table the rezone application, from Residential to Recreational Commercial, submitted by Dick and Barbara Carlson - W 200' of Lot 4 lyg E of line 1400' E of and para to W line of Lot 3, S. 17, T54 R25. The hearing was continued at the last meeting in order for the notification process to be re-completed. Don Dewey entered into the record the application and zoning information. Dick Carlson was present and explained that they would like the opportunity to rebuild or replace the existing units at their resort. Elmer Smith, Jerry Wanken, Ray Sanders, Vern Witherill, Blake Hanson, Richard Libbey, area property owners/lake association representative, were present to voice their opposition to the rezone because of the future potential uses, density, safety/increased traffic on road, nuisance with jet skis, parties, snowmobiles-resort should die natural death; residential neighborhood, spot zoning, not a mistake in original zoning, public interest would not be best served by rezone and the property values may be affected. Rankin Ahlm, neighbor to an existing campground facility, was present and voiced his support of the neighbors. Mr. Smith also submitted a petition signed by 150 signatures opposing the rezone. Clarification was made concerning the correspondence received from Charlotte Carlson dated 8/8/00 in that she is actually opposed to the rezone. Correspondence dated 9/29/00 from Roger/Elizabeth Bruggemeyer was read into the record by Blake Hanson. Jim Rothstein and Mary Dorholt, Rothstein Realty, were present as representatives for Mr. Carlson and supported the rezone as it is un-American to not allow the resort to continue, they are not asking for any other uses and it is unfair to the Carlson's. Terry Greenside read into the record the definition of a

Public meeting

recreational commercial zone and reviewed the land use classification list. Harris Township has recommended approval of the rezone. The additional correspondence received from Jerry/Joyce McKnight and Larry/Patty Becker were made a part of the record. Chair Snowden III also mentioned that the statements made by the property owners, contained in the transcript, at the September meeting, were reviewed and are similar as those made today. After discussion, a motion was made by Worth, seconded by Puline and unanimously carried to close the public portion of the hearing. Discussion included that a variance to replace the existing cabins may not even be applied for because a resort is restricted in a residential zone. Mr. Dimich mentioned that he feels there is no evidence of a mistake, and the present zoning has been in existence since 1969, with no reasons to change it and would look at this as a nonconforming use that will end over time and revert back to the residential character of the neighborhood. A motion was then made by Worth to recommend, to the County Board of Commissioners, rejection of the rezone from Residential to Recreational Commercial, submitted by Richard and Barbara Carlson, because there is no evidence that an error has been made in the present zoning, therefore, there is no reason to overturn what the previous Board has done and this would be spot zoning. Mr. Dimich seconded the motion. Also, to include in the findings, for the record, this statement: Mr. Carlson or the new owners should be able to continue their business, also in case of disaster or tragedy, it should be noted and recorded that Mr. Carlson tried to change the zoning on this date and failed at the planning commission level and that the future Planning Commission Board/s should take this into consideration for variances or for rebuilding the resort. Motion carried unanimously. Mention was also made that the Planning Commission's recommendation will be forwarded to the County Board, for their official action on Tuesday, October 24th. Their meeting begins at 3:00 p.m. The Administrator's Office can be contacted for the time when the matter will be considered.

(6) After closing the public portion of the meeting.

DECISION

Wolth moved to recommend, to the County Board of Commissioners,

approval ~~REJECTION~~, of the rezone application from

Residential to Recreational Commercial because there is no evidence that an error has been made in the present zoning and this would be spot zoning.
submitted by Richard/Barbara Carlson

For properties described as W 200' of Lot 4 lyg E of line 1400' E of and Para to West line of Lot 3, S. 17, T54 R25

in accordance with the requirements set forth in the findings of fact, on the application and all other documents referenced in and made a part of this hearing.

Statement - attached to record. See #5

Dimich SECONDED THE MOTION AND IT WAS DECLARED ADOPTED UPON THE FOLLOWING VOTE: AYES: 4 NAYS: 0 absent Hynek

ADOPTED THIS 4 DAY OF October 2000.

ITASCA COUNTY PLANNING COMMISSION AND BOARD OF ADJUSTMENT

B Snowden, 3

CHAIRPERSON - Byron Snowden III

ATTEST:

Terry Greenside

TERRY GREENSIDE, I.C. ZONING OFFICER

ITASCA COUNTY

REQUEST FOR BOARD ACTION

Date:

RBA No.:

Requested Board Date: 10/24/00

Originating Department: Zoning & Planning Commission/BoA

Flexibility:

Presenter: Terry Greenside

Item: Rezone from Residential to Recreational Commercial submitted by Richard/Barbara Carlson

Estimated Time: 10-15 minutes

Board Action Requested:

Accept the Planning Commission/Board of Adjustment's recommendation to deny the above rezone from Residential to Recreational Commercial - W 200' of Lot 4 lyg E of line 1400' E of and para to W line of Lot 3, S. 17, T54 R25 submitted by Richard/Barbara Carlson in accordance with the attached findings of fact

Background:

On October 4th, 2000 the Planning Commission unanimously recommended to deny the above rezone because there is no evidence that an error has been made in the present zoning and this would be spot zoning.

The property contains3+- acres, borders Pokegama Lake and Southwood Road. The Carlson's have owned the property for 14 years and this property has been operated as a Resort since the 50's. The Carlson's have sold the property and a rezone would allow the variance process to replaced the existing units. Because the property is zoned residential, a resort is a restricted use, therefore is a non-conforming use, so no permit/s or variances would be able to be filed. The resort could be maintained as is.

Alternate Action:

Administrative/Public Works Division Recommendation: Z-1

- ☐ Consent Agenda 10/16/00
- ☐ Regular Agenda
- ☐ Refer to
- ☐ Table until
- ☐ Other

Supporting Documents: X Attached ☐ None **Complete file can be seen at the Zoning Office

Signature/Date: 10/11/00

Distribution/Date: 10/11/00
Attorney, B. Olson, Carlsons

Recommended for Consent Agenda: ☐ Yes ☐ No

Clerk of Board Comments:

Signature/Date:

Board Action:

- **Approved as Requested:**
- **Denied:**
- **Tabled:**
- **Other:**

Distribution / Filing Instructions:

DRAFT ~~#1~~#2 *

ITASCA COUNTY BOARD OF COMMISSIONERS
OFFICIAL PROCEEDINGS
October 24, 2000

Pursuant to adjournment, the Itasca County Board of Commissioners met on Tuesday, October 24, 2000, in the Itasca County Boardroom with the following members present: Vice-Chairperson Mary Ives (District #4), and Commissioners Tom Saxhaug (District #2), Mark Mandich (District #5), Leo Trunt (District #3). Chairperson Robert Wilhelm (District #1) was absent.

Vice-Chairperson Ives called the meeting to order at 3:00 p.m.

MINUTES

Commissioner Saxhaug moved to approve the minutes of the October 10, 2000, County Board meeting. Commissioner Mandich seconded the motion. Motion carried: Ayes - Districts #2, #3, #4, #5; Nays - None; Absent - District #1.

CONSENT AGENDA

Commissioner Mandich moved to pull Consent Agenda Item #3 (Consulting Agreement with RSM McGladrey in regards to Itasca Medical Center), and approve the remaining Consent Agenda as delineated below. Commissioner Saxhaug seconded the motion. Motion carried with the following roll call vote: Ayes - Districts #2, #3, #4, #5; Nays - None; Absent - District #1.

1. Approve the October 2000 Commissioner Warrants. [$846,331.96]

2. Approve an Off-Sale Liquor License and a Tobacco License for Marion Louise Mason/Winnie One Stop, Inc.

4. Accept the minutes of the October 4, 2000, Co-op Session between the County Board and the Planning Commission/Board of Adjustment.

5. Approve the Policy on Appointment of Lead Workers in its entirety as a memorandum of understanding between the County Board and Local 1452.

6. Set 3:05 p.m., November 14, 2000, to hold a hearing in the County Board Room on the proposed vacation of excess T.H. 2 right of way which has been revoked to Itasca County by MnDOT pursuant to M.S. 163.11.

7. Set 4:00 p.m., November 14, 2000, to hold a hearing in the

in. Commissioner Saxhaug seconded the motion. Motion carried: Ayes - Districts #2, #3, #4, #5; Nays - None; Absent - District #1.

Commissioner Saxhaug exited the meeting at 3:55 p.m.

REZONE

Commissioner Trunt moved to accept the Planning Commission/Board of Adjustment's recommendation to deny the rezone from Residential to Recreational Commercial for the W 200' of Lot 4 lyg E of line 1400' E of and para to W line of Lot 3, S. 17, T54, R25, submitted by Richard and Barbara Carlson in accordance with the findings of fact. Commissioner Mandich seconded the motion. Motion carried: Ayes - Districts #3, #4, #5; Nays - None; Absent - Districts #1, #2.

HIGHWAY EASEMENT ACROSS STATE LANDS

Commissioner Mandich moved to authorize the County Highway Department to acquire easement across State of Minnesota Lands for a proposed realignment of County Road 342 near Napoleon Lake. Commissioner Trunt seconded the motion. Motion carried: Ayes - Districts #3, #4, #5; Nays - None; Absent - Districts #1, #2.

TIMBER AUCTION

Commissioner Mandich moved to authorize publication of the Notice of Intermediate and Regular Oral Bid Timber Auction in the official newspaper of the County as provided by law and that the Land Commissioner offer such tracts of timber in the order in which they appear in said Notice of Sale. Such sale shall commence at 10:00 a.m. on Tuesday, November 21, 2000, at the Cohasset Community Center. Commissioner Trunt seconded the motion. Motion carried: Ayes - Districts #3, #4, #5; Nays - None; Absent - Districts #1, #2.

WATER SURFACE USE ORDINANCE #3

Commissioner Trunt moved to delay the submission of Water Surface Ordinance #3 (No Wake Zone for the inlet into Newburg Bay on the east side of MacKenzie Island on Turtle Lake) to the Minnesota Department of Natural Resources (DNR) for their review until May 1, 2001. Commissioner Mandich seconded the motion. Motion carried: Ayes - Districts #3, #4, #5; Nays - None; Absent - Districts #1, #2.

DISPATCH REMODELING

Commissioner Mandich moved to accept the low quote of $14,520.00 from Ross Home Center for an elevated floor in the dispatch area with funding from Capital Projects. Commissioner Trunt seconded

7. ***Manufactured housing*** - Recognize manufactured housing as a viable option.
8. ***Affordable housing*** - Encourage affordable housing throughout the county.
9. ***Multi-family housing*** - Encourage the development of adequate multi-family housing within or adjacent to developed areas.

Section 4 Part

E. ***Lakeshore Development Objective*** – Establish guidelines to encourage new shoreland development using practices that provide protection and sustainability of water quality and habitat for fish and wildlife.

1. ***Protection of environmentally sensitive areas*** – Require protection of environmentally sensitive areas and lakeshore bluffs within a development site. Develop standards for maximum square footage of impervious surfaces in relation to lot size. In sensitive areas enforce shoreland management standards and maximize the use of mitigations.
2. ***Encourage good shoreland stewardship principles*** – Encourage and support the maintenance and reclamation of lakeshore to its natural state. Educate the public about shoreland stewardship. Encourage conservation subdivisions, clustered developments and other similar development patterns.
3. ***Lakeshore fragmentation*** – Encourage retention of larger tracts; encourage protection with conservation easements and similar legal agreements.
4. ***Buildable Area*** - Develop minimum buildable area standards for lakeshore/riparian lots. Encourage preservation of wetlands.
5. ***Structure integration and compatibility*** - Consider standards for integrating new structures within existing shoreland and development that results in compatible bulk and design.
6. ***Maintain residential zoning*** – Encourage retention of existing zoning and uses especially in established residential neighborhoods.
7. ***Sensitive lake areas*** - Encourage the concept of identifying specific areas of any lake that may require a different set of development criteria, beyond the general classification criteria for that lake class, due to Federal and/or DNR designated water, land, or habitat issues. Encourage the establishment of riparian development criteria beyond the standard lot size regulations currently based on lake class.
8. ***Riparian development practices*** - Encourage conservation subdivisions, riparian buffers, limits on maximum impervious surface, multiple and special shoreland lake classifications, improved planned unit development standards, common open space and clustered or group docking.
9. ***Riparian density standards*** - Establish density standards that create or maintain open space, protect water quality and wildlife habitat, limit impervious surfaces, erosion and runoff and protect aquatic and shoreland native vegetation.
10. ***Incentives*** – Support tax or other incentives encouraging private lakeshore owners not to develop, subdivide, or plat undeveloped lakeshore or environmentally sensitive areas.

F. ***Lake Backlot Development Objective*** - Assess and develop backlot development standards with regard to environmental protection.

1. ***Buffers*** – Encourage large buffers between lakes and any allowed cluster developments, permanent restrictions on development in the buffer area, and require joint maintenance or bonding to ensure maintenance of septic system(s) within the buffer area.

Google Maps Pokegama Lake

Aerial View showing cabins and residents have been removed, and new cabins have been started without a resort license!



Imagery ©2024 Airbus, Maxar Technologies, Map data ©2024 50 ft

Amy, thanks for sharing this and sorry I missed you. I am already in a meeting this morning. I did see this when I received the letter and the board is aware and we are discussing. We are only an advisory board but overall we are not for this project. Personally I am not a fan of this at all. Each year the activity on Pokegama increases, this will only add to that impact. I live on the Wendigo arm During most weekend days Wendigo is like a highway with tons of boat traffic. Thanks a ton! For bringing this to our attention!

Text message from Andy Nintzel, VP of GPLA, on Wed., June 5th @ 8:18am.

From: Rich Libbey
Sent: Tuesday, June 18, 2024 2:53 AM
To: Rich Libbey
Subject: FW: rezone

Mr. Jeff Peterson's Request to Rezone Propeties on Pokegama Lake and the Southwood Road-June 18, 2024

Dear Commissioners

I request you Deny this proposed rezone by Jeff Peterson from Rural Residential to Recreational Commercial.

It is in conflict with the goals set out in the Itasca County Comprehensive Plan and the Zoning Ordinance.

I would like to share some background information on the proposed rezone of property on the Southwood Road by Jeff Peterson.

The property is currently zoned Rural Residential and has never been zoned Recreational Commercial. It is located in a fully developed residential neighborhood of family homes.

Mr. Peterson purchased the property in 2021 and the resort license is expired and it is no longer a resort. The original resort was sold off as residential lots over the years.

The current proposal is to rezone from Rural Residential to allow a 40 unit RV site on the property however this is only the proposed use.

Rezoning to Commercial Recreational allows many other uses other than this and could be permitted as a conditional use if plans change....

Among these are Bars, Cocktail Lounges, Taverns and Restaurants [Liquor Sales,On/Off], Trailer, RV Manufactured Homes, Camper Sales, Restaurants, Convenience Stores, Gasoline, Bottled Gas Storage and Distribution and others uses listed in the Zoning Ordinance.

The question is are these appropriate in a residential zone?

This rezone goes against the Comprehensive Plan and the Zoning Ordinance.

Itasca County Zoning Ordinance-Page #58

Rural Residential Zoning District

Section 7.1 Purpose

The Rural Residential Zoning District is intended to provide a residential district that is predominately Shoreland and rural in character and allows activities that do not degrade the rural

residential character. This zoning district shall be used to promote a high quality residential living environment.

In addition the Itasca County Land Use Plan addresses this on Page #23.

Section 1V.Housing and Settlement Patterns Goal

E. LAKESHORE DEVELOPMENT OBJECTIVE

6. MAINTAIN RESIDENTIAL ZONING

ENCOURAGE RETENTION of EXISTING ZONING and USES ESPECIALLY IN ESTABLISHED RESIDENTIAL ZONES.

I hope you agree this rezone is not consistent with Either the Comprehensive Plan or the Itasca County Zoning Ordinance and urge you to Deny the proposed change from Rural Residential to Recreational Commercial.

Sincerely, Richard Libbey

18603 Hale Lake Drive

Grand Rapids, Minnesota

From: noreply@civicplus.com
To: Cory Smith; Terry Snyder; John Johnson; Burl Ives; Casey Venema; Brett Skyles; Amanda Schultz; Shelley Kebart
Subject: Online Form Submittal: Citizen eInput
Date: Tuesday, June 25, 2024 11:01:24 AM

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.

Citizen eInput

Citizen eInput Form

The Itasca County Board of Commissioners values your opinion and encourages Citizen Input. All comments submitted through this form are sent to the County Board members and the County Administrator for their consideration, as well as the Deputy Clerk of the County Board for placement into the public record.

All information submitted through this form becomes part of the official public record for the selected meeting. This service is provided as a convenience to the public and comments are subject to the following terms: • Submissions must include the submitter's true name and address. • It is unacceptable for any submission to slander or engage in character assassination. • No political grandstanding, candidate endorsement, or other attempts to influence the outcome of an election shall be permitted.

The County Board will read submissions at the selected meeting, in accordance with the 3-minute time limit, and take all information under advisement; responses are not provided to comments submitted through this form. Please complete the following items to submit your input. For questions or concerns regarding the use of this form, please contact Amanda Schultz, Deputy Clerk of the County Board via email at amanda.schultz@co.itasca.mn.us or via phone at (218) 327-7362.

(Section Break)

First Name	Cathi
Last Name	Harding
Address	23257 Southwood Rd
City	Grand Rapids
State	MN
Zip Code	55744

Meeting Date	June 25, 2024
Citizen Input	My grandchildren nextdoor to the property in question are very active busy boys. I babysit there 4 days a week and am not liking the idea of an RV park next door. Please do not rezone this property next to me.

Email not displaying correctly? View it in your browser.

From: noreply@civicplus.com
To: Cory Smith; Terry Snyder; John Johnson; Burl Ives; Casey Venema; Brett Skyles; Amanda Schultz; Shelley Kebart
Subject: Online Form Submittal: Citizen eInput
Date: Tuesday, June 25, 2024 11:10:21 AM

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(Section Break)

First Name	Robert
Last Name	Dunnell
Address	19362 Ruff Shores Road
City	Grand Rapids
State	Minnesota
Zip Code	55744

Meeting Date	June 25, 2024
Citizen Input	No to Southwood Resoret

Email not displaying correctly? View it in your browser.

From: noreply@civicplus.com
To: Cory Smith; Terry Snyder; John Johnson; Burl Ives; Casey Venema; Brett Skyles; Amanda Schultz; Shelley Kebart
Subject: Online Form Submittal: Citizen eInput
Date: Tuesday, June 25, 2024 11:30:39 AM

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Citizen eInput

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(Section Break)

First Name	John
Last Name	Mostoller
Address	32270 Southwood Rd
City	Grand Rapids
State	MN
Zip Code	55744

Meeting Date	June 25, 2024
Citizen Input	Regarding the rezoning of Southwood Resort. Please oppose this as it will add lots of traffic to our small road along with safety concerns to all the residents. I could see if 10 campsites, but not 40.

Email not displaying correctly? View it in your browser.

From: noreply@civicplus.com
To: Cory Smith; Terry Snyder; John Johnson; Burl Ives; Casey Venema; Brett Skyles; Amanda Schultz; Shelley Kebart
Subject: Online Form Submittal: Citizen eInput
Date: Tuesday, June 25, 2024 12:29:24 PM

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Citizen eInput

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(Section Break)

First Name	Jeff
Last Name	Anderson
Address	32546 Southwood Rd
City	Grand Rapids
State	MN
Zip Code	55744

Meeting Date	June 25, 2024
Citizen Input	I'm writing this email in opposition to Mr. Jeff Peterson's rezoning request for 3 parcels on Southwood Road – an issue that will be presented at your board meeting today. The reasons for my opposition are as follows: Southwood Resort was a small family-owned resort with 5-6 cabins on 1 lot. What is being proposed today is 3 parcels that could hold 40 RVs, plus tents and cabins. Two of the three parcels in question (both across the road from the original resort) have never been a resort or even part of a resort and should not be added to what was previously known as Southwood Resort. Mr. Peterson will argue that there is already a lot zoned commercial in the area (the old Birch Point Resort) so this isn't "spot zoning" but please know that this lot is used as a residence and the current owner (Mr. Dave Eckstein) has no plans to operate any commercial business on it as he has recently completed construction of a new home. Previous re-zoning requests have been denied – please see historical county documents with reasons for denial of rezoning at this location. There is no public need or benefit for this rezoning - There are already several public access points on this lake including Pokegema Lake Resort, Fishing Springs Campground on Sherry's Arm, and another campground in Salters Bay – not to mention numerous rental properties (VRBOs and Airbnbs). I boated by the campgrounds this past Saturday and they were nearly empty. Neighborhood opposition – 46 of the 48 home owners on Southwood Rd have signed a petition against this rezoning. This is a quiet neighborhood and nobody that lives here wants to live next to a RV park that could potentially double the size of our neighborhood. Noise pollution from road traffic, lake/boat traffic & campsites will negatively affect quality of life for all current residents. Would you approve a rezoning request like this in your neighborhood? Saferty Risks – Southwood Road is a narrow township road with many blind spots. The entrance and crosswalk for this proposed RV Park is at the bottom of a small hill. One of the neighbors children was almost struck by a car boarding the school bus in this location as the driver coming over the hill didn't see the buses lights until the very last second. Property Values – Adding an RV park to this neighborhood will

negatively impact current resident's property values to varying degrees. Those closer to the park will deal with greater property value decline.

The only person that benefits from this rezoning is Jeff Peterson – who has a property sale contingent on this rezoning. It is my understanding that if this property is rezoned "commercial" the property owners can turn it into nearly any type of business that suits them. Take for example, the property to the west of Pokegema Lake Store that was recently zoned commercial so Mr. Peterson could build a laundromat for use by Southwood Resort. It is clear by looking at the structures put on the property that the original intention is not being followed through on. This is a very slippery slope and residents of the neighborhood would like it to remain "residential" in nature.

For these reasons I respectfully request that you deny Mr. Peterson's rezoning.

Email not displaying correctly? View it in your browser.

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

Tuesday, June 25, 2024

REQUEST FOR BOARD ACTION: RBA-2024-268

DEPARTMENT: Land Department
PRESENTER: Michael Gibbons

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
MN DNR Wildlife/Land Department Joint Powers Agreement

BOARD ACTION REQUESTED:
Approve Joint Powers Agreement (JPA) by and between the State of Minnesota, acting through its Department of Natural Resources, Wildlife Division and Itasca County, for the purpose of implementing cooperative wildlife projects and authorize necessary signatures.

BACKGROUND:
This JPA is similar to the one used for cooperative site preparation and timber stand improvement contracts with MN DNR Forestry, so it is not anticipated to need much legal review. In order to combine agencies into a single contract for wildlife projects, a Joint Powers Agreement is necessary. There are no financial obligations between the parties. The term of the JPA is for five years, from 2024-2029.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. Itasca County Master Habitat_060424 (003)

06/18/2024

RESULT:	**RECOMMENDED FOR REGULAR NEXT: 06/25/2024 2:30 PM**

Motion To: Approve the Joint Powers Agreement (JPA) by and between the State of Minnesota, acting through its Department of Natural Resources, Wildlife Division and Itasca County, for the purpose of implementing cooperative wildlife projects and authorize necessary signatures, contingent upon County Attorney review.

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

State of Minnesota
Master Joint Powers Agreement

SWIFT Contract Number: 247922
Master Contract T-Number: 2429G

This Master Contract is between the State of Minnesota, acting through its Commissioner of Natural Resources ("State") and Itasca County whose designated business address is 1177 LaPrairie Avenue, Grand Rapids, MN 55744 ("County"). State and County may be referred to jointly as "Parties."

Recitals

1. Under Minnesota Statutes § 471.59, subd. 10, the State is empowered to engage such assistance as deemed necessary. The State is in need of assistance and desires to implement a cooperative wildlife habitat program, coordinate wildlife projects, and maintain and improve public access and recreation on lands owned or administered by the County for the purpose of natural resource management.

2. Under Minnesota Stat. § 477A.14 Subd. (a), the County is authorized to implement wildlife habitat management programs on County tax-forfeited lands it administers. The County desires to implement wildlife habitat programs on County managed tax-forfeited lands in cooperation with the State for the purpose of natural resource management. The County is responsible for the protection, administration, and management of County managed tax-forfeited lands within the boundaries of the County.

3. The State and the County desire to promote cooperation between agencies, prevent misunderstandings and minimize administrative time and expense. Therefore, in consideration of the above premises, the parties hereto agree to cooperate and coordinate projects for wildlife habitat, public access, and public recreation on County managed tax-forfeited lands according to the provisions or terms below.

Accordingly, the Parties agree as follows:

Agreement

1. **Term of Master Agreement**

COUNTY UNDERSTANDS THAT NO WORK SHOULD BEGIN UNDER THIS MASTER CONTRACT UNTIL ALL REQUIRED SIGNATURES HAVE BEEN OBTAINED AND THE COUNTY'S AUTHORIZED REPRESENTATIVE IS NOTIFIED TO BEGIN WORK BY THE STATE'S AUTHORIZED REPRESENTATIVE.

1.1 Effective date. July 1, 2024, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

1.2 Work Order Agreements. The term of work under Work Order Agreements issued under this Master Contract may not extend beyond the expiration date of this Master Contract.

1.3 Expiration date. June 30, 2029, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.4 Survival of Terms. The following clauses survive the expiration or cancellation of this grant contract agreement: 6. Liability; 7. State Audits; 8. Government Data Practices; 9. Venue; and 10. Publicity and Endorsement.

2. **County's Duties**

The County, who is not a State employee, may be requested to perform any of the following services under individual Work Order Contracts:

2.1 County's representatives shall be active participants in the planning stages of any proposed wildlife project(s) and agreed upon projects shall be set forth in a signed Work Order. The County understands that only the receipt of a fully executed Work Order Contract authorizes the County to begin work under this master contract. Any and all effort, expenses, or actions taken before the Work Order Contract is fully executed is not authorized under Minnesota Statutes and is undertaken at the sole responsibility and expense of the County. A sample Work Order Contract is attached and incorporated into this master contract as Exhibit A.

2.2 Habitat management and maintenance practices that may be implemented under a signed Work Order include but are not limited to the following: forest wildlife habitat development projects, development and maintenance of wildlife openings, trail and access construction and maintenance, prescribed burns, and timber stand improvement projects.

2.3 The State and the County shall each name a Project Manager in each Work Order. Each Project Manager will report to their Authorized Representative and will work together to coordinate all project requirements and site work.

2.4 A project established under the terms of this agreement will in no way prejudice the County's responsibility to manage tax forfeited lands as provided by law. All activities shall be consistent with all state and local laws and regulations.

2.5 All sites developed pursuant to this agreement shall be open to public hunting, trapping, and other compatible public recreation in accordance with state law and state regulations.

2.6 The State and the County will provide the other with a copy of any and all necessary documents for a given project within a reasonable period of time.

2.7 Any publicity regarding a project under this agreement shall give recognition to both the State and the County.

2.8 Neither the State nor the County may be required to enter into a Work Order for any reason including lack of funding.

3. **Payment**

3.1 Compensation. The total financial obligation of the State and the County, if any, under this agreement will not exceed $500,000. Payment terms will be set forth in the signed Work Order(s). Individual Work Orders will not exceed $25,000.

3.2 Payment.

3.2.1 Invoices. The State will promptly pay the County after the County presents an itemized invoice for the goods received or services actually performed, and the State's Authorized Representative accepts the invoiced goods or services. Invoices shall be submitted timely and in a form prescribed by the State and according to the work order schedule or no more than monthly.

3.2.2 Retainage. Under Minn. Stat. § 16C.08, subd. 2 (10), no more than 90 percent of the amount due under the Work Order may be paid until the final product of the Work Order has been reviewed by the State. The balance due will be paid when the State determines that the County has satisfactorily fulfilled all the terms of the Work Order.

4. **Authorized Representative**

The State's Authorized Representative is Lindsey Shartell, Northeast Regional Wildlife Manager, 1201 East Highway 2, Grand Rapids MN 55744, 218-328-8870, lindsey.shartell@state.mn.us, or his/her successor.

The State's Project Manager will be identified in each Work Order Agreement.

The County's Authorized Representative is Kory Cease, Itasca County Land Commissioner, 1177 LaPrairie Ave., Grand Rapids MN 55744, 218-327-2855, Kory.Cease@co.itasca.mn.us, or his/her successor.

5. **Assignment, Amendments, Waiver, and Contract Complete.**

5.1 Assignment. The County may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.

5.2 Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.

5.3 Waiver. If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

5.4 Contract Complete. This Agreement contains all negotiations and agreements between the State and the County. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6. **Liability**

Each party will be responsible for its own acts and behavior and the results thereof. The Minnesota Tort Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the State's liability. Nothing in this Contract shall be construed to limit either party from asserting against third parties any defenses or immunities (including common law, statutory and constitutional) it may have or be construed to create a basis for a claim or suit when none would otherwise exist.

7. **State Audits.**

Under Minn. Stat. § 16C.05, subd. 5, the County's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Agreement.

8. **Government Data Practices.**

The County and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the County under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the County or the State.

If the County receives a request to release the data referred to in this clause, the County must immediately notify and consult with the State's Authorized Representative as to how the County should respond to the request. The County's response to the request shall comply with applicable law.

9. **Venue**

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.

10. **Publicity and Endorsement**

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

10.2 Endorsement. The County must not claim that the State endorses its products or services.

11. **Termination**

11.1 Termination. The State or the County may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

11.2 Termination for Insufficient Funding. The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here.

Termination must be by written or fax notice to the County. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the County 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 must provide the County notice of the lack of funding within a reasonable time of the State's receiving that notice.

12. **Invasive Species Requirements**

The State requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. This applies to all activities performed on all lands under this agreement and is not limited to lands under DNR control or public waters. Duties are listed under Sections II and III (p. 5-8) of Operational Order 113. All parties involved in the project shall prevent invasive species from entering into or spreading within a project site by cleaning equipment vehicles, gear, and/or clothing prior to arriving at the project site.

If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by County-furnished tools or equipment (brush/broom, compressed air or pressure washer) at the staging area. The operator shall dispose of material cleaned from equipment and clothing at a location determined by the State's Project Manager. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

The operator shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (e.g., zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

13. **Pollinator Habitat Enhancement**

Habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to Minnesota Statutes, section 84.973. Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season. Current specific practices and guidelines to be followed for contract and grant work can be found in the DNR Pollinator Best Management Practices and Habitat Restoration Guidelines.

14. **E-Verify Certification (in accordance with Minn. Stat. § 16C.075).**

For services valued in excess of $50,000, the County certifies that as of the date of services performed on behalf of the State, County and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. The County is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc. All subcontractor certifications must be kept on file with the County and made available to the State upon request.

15. **Non-Native, Invasive or Extirpated Species**

Any introduction or reintroduction of non-native, invasive or extirpated species (e.g., elk) is out of scope and not covered by this agreement.

16. **Federal Funds**
Payments under this Contract will be made from federal funds obtained by the State through CFDA 15.611 of the Pittman-Robertson Wildlife Restoration Act (16 U.S.C. § 669 et seq.) with the United States of America, acting by and through the United States Fish and Wildlife Service (the "Service"). The County is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the County's failure to comply with federal requirements.

17. **Whistleblower Protection Rights**
(41 USC §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection)

(a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 USC 4712.

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712.

(c) The recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award.

18. **Procurement of Recovered Materials**
A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

19. **Use of Funds for Match or Reimbursement**
State funds cannot be used by the County as match or for reimbursement for any other grant or program without prior written authorization from the State's Authorized Representative.

(a) The County must submit a written request for authorization no less than 10 business days prior to applying for the new funds or program to the State's Authorized Representative. This request must include the following information: this project name, this contract number, the amount of these funds to be used, location where these funds were or will be used, activity funded, and current landowner (if applicable). The project name, location where the new funds will be used, activity to be funded, funding source of the new grant or program, and a brief description of the grant or program being applied for must also be included.

(b) If the new grant or program will add any encumbrances to the land where these funds were or will be spent, these encumbrances must be approved in writing by the State's Authorized Representative and the current landowner.

20. **Exhibits**

The following Exhibits are attached and incorporated into this Contract. In the event of a conflict between the terms of this Contract and its Exhibits, or between Exhibits, the order of precedence is first the Contract, and then in the following order:

Exhibit A: Work Order Template

1. **State Encumbrance Verification**
   Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05

Print Name: Jodi Wendorf

Signature: _____

Title: Accounting Director Date: _____

SWIFT Contract No. 247922

2. **County**
   The County certifies that the appropriate person has executed the Contract on behalf of the County as required by applicable articles, bylaws, resolutions, or ordinances.

Print Name: _____

Signature: _____

Title: _____ Date: _____

3. **State Agency**
   With delegated authority

Print Name: David Olfelt

Signature: _____

Title: Division Director Date: _____

4. **Commissioner of Administration**
   As delegated to The Office of State Procurement

Print Name: _____

Signature: _____

Title: _____ Date: _____

Admin ID: _____

State of Minnesota
Professional and Technical Services Work Order Contract

SWIFT Contract Number: _____
Master Contract Number: 2429G

This Work Order Contract is between the State of Minnesota, acting through its Commissioner of the Department of Natural Resources ("State") and Itasca County ("County"). This Work Order Contract is issued under the authority of Master Contract T-Number 2429G, SWIFT Contract Number 247922, and is subject to all provisions of the Master Contract which is incorporated by reference.

Contract

1. **Term of Contract**

1.1 Effective date. [Spell out full date (e.g., April 1, 2019)], or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later. The County must not begin work under this contract until this contract is fully executed and the County has been notified by the State's Authorized Representative to begin work.

1.2 Expiration date. [Spell out full date (e.g., March 31, 2020)], or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. **Scope of Work**

The County shall perform all duties described in this Contract to the satisfaction of the State.

The County, who is not a State employee, will:

2.1 Allow the Project, which is attached to and incorporated into this Agreement as Attachment A, to be conducted on County property identified in Attachment A.

2.2 Attend a pre-construction meeting with the contractor and the State, if desired.

The State will:

2.3 Provide all necessary funding for Project.

2.4 Advertise, award and administer the contract(s) for work on the Project.

2.5 Conduct all necessary boundary marking and other logistics related to project execution, including all processes required to obtain the services of a private contractor or State personnel to complete the project.

2.6 If required by the County, facilitate private contractor enrollment on the County's approved contractor list.

2.7 Obtain the necessary State and Federal permits in the name of the State and the County and abide by any and all regulations, which may apply.

2.8 Assure the County that it shall not intentionally or otherwise create or perpetuate any structure or circumstance known or believed to be a public hazard in the construction, operation or maintenance of the project area.

2.9 Notify the County when work on the project begins and ends. The State will coordinate with the County for a pre-construction meeting with the contractor.

2.10 Monitor the results of the project work and provide any data and photos collected to the County.

2.11 Allow the County to provide assistance or conduct inspections, if desired, during either the active management or monitoring stages of the project.

2.12 If Outdoor Heritage Funds are used on the project, signage shall be erected by the State in accordance with Minn. Laws 2010, Chapter 361, Article 3, Section 5(b) h. Any other signage requirements for specific funding sources used on the project will also be followed.

The Parties will:

2.13 Execute amendments to this Agreement in writing, which will not be effective until approved by both authorized parties or their successors.

2.14 Mutually develop a sign plan for all signs and posters for the Project that includes County review of the general depiction, message, locations for placement, and maintenance responsibility. No signs or posters that are not legally required shall be placed on County land without the approval of the County Project Manager.

3. **Consideration and Payment.**

3.1 The total obligation of the State under this Agreement will not exceed $XX.00.

3.2 Invoices. The State will promptly pay the County after the County presents an itemized invoice, including documentation, for services actually performed on the Project and the State's Authorized Representative accepts the invoiced services. Documentation must include copies of all payable invoices showing:

- Name and address of the vendor
- Date of purchase or work
- Specific site (WMA, WPA, landowner name, etc.) where work was done or where materials will be used
- Quantity of item(s) or work purchased
- Description of item(s) or work purchased
- Unit price
- Total amount of each line item
- Proof of payment of vendor (such as a cancelled check)

Partial payments are allowed but may not be submitted more than monthly. Payments for work completed through June 30 of each year must be submitted to the State's Authorized Representative no later than July 20 of that same year.

Final invoices for the project must be submitted within 30 days after the project is completed, but no later than July 20, 20xx.

4. **Project Managers**

The State's Project Manager is [name, title, address, telephone number]. The State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The County's Project Manager is [name, title, address, telephone number]. If the County's Project Manager changes at any time during this Work Order Contract, the County must immediately notify the State.

1. **State Encumbrance Verification**
   Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05

Print Name:_____

Signature: _____

Title:_____Date: _____

SWIFT Contract No._____

2. **County**
   The County certifies that the appropriate person has executed the Contract on behalf of the County as required by applicable articles, bylaws, resolutions, or ordinances.

Print Name:_____

Signature: _____

Title:_____Date: _____

3. **State Agency**
   With delegated authority

Print Name:_____

Signature: _____

Title:_____Date: _____

Attachment A: Project

Project Title: This cooperative project shall be known as the **descriptive title Project** ("Project"). It shall in all cases be identified as a cooperative project between the State and County.

Location(s): TRS and/or lat/long; approximately xx acres. See Attachment 1, Map, which is attached to and incorporated into this agreement.

Background: *The main cover type in the proposed project areas is non-merchantable rock outcrop with off-site balsam fir, aspen spp., birch, red maple, scrub oak, white pine, red pine, and jack pine. The project location is generally not suitable for timber management due to poor soils and excessive drainage. However, the site exhibits excellent potential for soft and hard mast production to benefit black bear, ruffed grouse, white-tailed deer, and various other species. Historically, this type of site probably burned relatively frequently at fairly low intensities, but fire suppression and lack of merchantability have resulted in little or no disturbance in recent decades.*

Management Objective: *There are three principle management objectives for this project. The first is to increase acorn production, the second is to increase berry production, and the third is to encourage oak and pine regeneration. The overall purpose of this project is to improve habitat for wildlife on State and County Tax Forfeited Lands by mimicking a low intensity wildfire event via mechanical treatment.*

All three objectives will be initially accomplished through hand-cutting. All woody species, excluding fire tolerant species (oak, white pine, red pine, and jack pine), less than 6 inches DBH will be cut and those over 6 inches will be girdled to increase sunlight and encourage acorn and berry production. The majority of the stumps will be 6" or less in height and the slash will be left to deteriorate naturally. Subsequent treatments will be required to maintain the project site in the desired condition every 2 to 10 years; however, maintenance treatments are not covered by this agreement will be administered via additional specific project agreements.