



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Wednesday, August 14, 2024

2:30 PM

Itasca County Boardroom

DRAFT

REGULAR SESSION MINUTES

I. CALL TO ORDER

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

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

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Add Item #6.5 (American Rescue Plan Request - Arbo Township) and approve the agenda, as amended.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes, as delineated below.

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

1. Approve the minutes of the Tuesday, August 6, 2024 County Board Work Session.

V. CONSENT AGENDA

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

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

1. Appoint Lilah Crowe to the Extension Committee, fulfilling the unexpired vacancy effective August 14, 2024 through December 31, 2026.
2. Acknowledge the resignation of Leah Griffen as Resident Commissioner on the Itasca County Housing and Redevelopment Authority (HRA), effective July 23, 2024.

3. Accept the resignation of Randy Mattfield, KOOTASCA Program Director, from the NE MN HOME Consortium Advisory Committee and appoint Sandy O'Fallon to fulfill the vacant, unexpired term effective August 14, 2024.
4. Appoint Interim County Attorney Jacob Fauchald to the Attorney/Ex-Officio position on the Planning Commission/Board of Adjustment (PC/BoA) for the unexpired elected term ending December 31, 2026 due to Matti Adam vacating the office of County Attorney.
5. Appoint Interim County Attorney Jacob Fauchald to the Attorney position on the Risk Management Commission for the unexpired elected term ending December 31, 2026 due to Matti Adam vacating the office of County Attorney.
6. Approve the donation of 40 monitors, 4 televisions, 30 desktop computers, 26 network switches, 12 rack mount servers, 3 rack mount KVM's, 34 laptops, and 7 printers to PC's for People.
7. Approve the transfer of funds in the amount of \$1,500,000 from the Unorganized Township road and bridge accounts to the County Road and Bridge fund for road maintenance costs in Unorganized Townships.

VI. REGULAR AGENDA

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

Farewell to Lindsay Nelson-Schultz, whose last day as Social Worker-HCBS with the HHS Department was August 8, 2024, after 17+ years of service.

Farewell to Jeff Heinrich, whose last day as Highway Maintenance Supervisor with the Transportation Department was August 2, 2024, after 43+ years of service.

Farewell to Kai Ritter, whose last day as Lead Medical Support Specialist with the HHS Department was July 26, 2024, after 14+ years of service.

Farewell to Lindsey Wald, whose last day as Social Worker with the HHS Department was August 2, 2024, after 2+ years of service.

Farewell to Dan Neary, whose last day as District Forester with the Land Department was August 2, 2024, after 3+ years of service.

Farewell to Bianca Johnson, whose last day as Human Services Support Specialist with HHS Department was August 6, 2024, after 3+ years of service.

Welcome to new employee, John Prepodnik, Veteran's Service Department with the Veteran's Service Department, which was effective July 29, 2024.

Welcome to new employee, Joe O'Toole, Deputy Sheriff/Road Deputy, with the Sheriff's Department, which was effective July 29, 2024.

Welcome to new employee, Daniel McNamara, Corrections Deputy, with the Sheriff's Department, which was effective August 5, 2024.

Congratulations to Kristin Isaacs, who transferred from Human Services Support Specialist to Accounting Technician with the HHS Department, which was effective August 4, 2024.

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

3. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of August 16, 2024, in the amount of \$1,739,240.98.

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

4. Public Hearing Re: Adoption of a Short-Term Rental Ordinance

Motion To: Open the Public Hearing Re: Adoption of a Short-Term Rental Ordinance.

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

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

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

Motion To: Approve the American Rescue Plan (ARP) request, in the amount of \$15,000, from Arbo Township for Prairie Lake Lane improvements.

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

VII. COMMISSIONER COMMENTS

Commissioners Ives and Venema and Interim County Attorney Fauchald provided comment regarding the Short-Term Rental Ordinance.

Commissioner Smith provided comment regarding his attendance at a recent Squaw Lake City Council meeting, as well as meetings with constituents regarding trail issues.

Commissioner Venema provided comment regarding his attendance at recent Fairgrounds Task Force, Western Mesabi Mine Planning Board (WMMPB), Range Association of Municipalities and Schools (RAMS), and Effie City Council meetings, as well as the National Night Out event in Marble.

Commissioner Johnson provided comments regarding National Night Out events throughout the County, interest for the ATV Association to hold a convention in Grand Rapids in September, the decision to reschedule the Budget Work Session scheduled for August 20, 2024 to August 19, 2024 beginning at 8:00 AM in the Boardroom, and Environmental Service staff recognition.

Commissioner Johnson also provided comment regarding his attendance at the recent Blackberry Antique Tractor Show and a community event at Eagle Ridge Golf Course in Coleraine.

Interim County Attorney Fauchald provided an Assistant County Attorney hiring update.

VIII. CLOSED SESSIONS

IX. ADJOURN

Chair Johnson adjourned the meeting at 3:35 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, August 20, 2024

REQUEST FOR BOARD ACTION: RBA-2024-337

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Eric Villeneuve

AGENDA ITEM:

Ross Resources, Ltd Truancy Prevention Services Contract

BOARD ACTION REQUESTED:

Approve the Truancy Prevention Contract between ICHHS and Ross Resources, Ltd., for the period of September 1, 2024 through August 31, 2025.

BACKGROUND:

This contract is for truancy prevention services and personnel in each of the school districts of Itasca County for an amount not to exceed \$385,050.00. The County funded portion is \$22,500 between Probation and Health & Human Services. The remainder is funded by the revenue generated and the school districts.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Ross Resources-Truancy 2024-2025

08/20/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 08/27/2024 2:30 PM
----------------	--------------------------------	---------------------------------

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 **ROSS RESOURCES, LTD., 180 NE 6th STREET, GRAND RAPIDS, MINNESOTA 55744**, hereafter referred to as the "Contractor" enter into this Agreement for the period from **September 1, 2024 through August 31, 2025**.

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 **TRUANCY PREVENTION SERVICES** 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 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 at **ROSS RESOURCES, LTD., 180 NE 6th STREET, GRAND RAPIDS, MINNESOTA 55744**.

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 thereunder, 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. 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 Section 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.
7. A request for residential placement of a person who is not the financial responsibility of Itasca County shall be made in writing to the County. The written request for services may be made by a lead county, the current county of financial responsibility, current county of service, or a private agency which is entitled by law to make a referral.

The written request for service shall be accompanied by a written Service Plan which will describe any ancillary services which may be required in addition to the residential services offered by the Vendor. It shall also describe how the need for ancillary services, in addition to the residential services, will be met.

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:

TRUANCY PREVENTION SERVICES AND PERSONNEL IN EACH OF THE SCHOOL DISTRICTS OF ITASCA COUNTY.

TOTAL: (9/1/2024 – 8/31/2025): not to exceed \$385,050.00

(Attach additional pages as necessary)

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 periodic site visits 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 **ROSS RESOURCES, LTD., 180 NE 6th STREET, GRAND RAPIDS, MINNESOTA 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 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 _____
(Director, Itasca County Health and Human Services)

BY _____
(Director, Contracting Agency)

DATED _____

DATED _____

BY _____
(Chairperson, Itasca County Board of Commissioners)

BY _____
(Chairperson, Board of Contracting Agency)

DATED _____

DATED _____



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, August 20, 2024

REQUEST FOR BOARD ACTION: RBA-2024-338

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Naesa Myers

AGENDA ITEM:

Mutual Aid Agreement for Public Health and Human Services

BOARD ACTION REQUESTED:

Accept and authorize the County Board Chair to sign the Mutual Aid Agreement for Public Health and Human Services and the Use of Resources including Personnel and Equipment.

BACKGROUND:

The Mutual Aid Agreement for Public Health and Human Services has typically been with Aitkin, Itasca, Koochiching Counties but will now include St. Louis, Carlton, Lake, and Cook Counties. ICHHS recommends approval. This Agreement will be valid 3 years from the date of execution.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Mutual Aid Agreement 7.24

08/20/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 08/27/2024 2:30 PM
----------------	--------------------------------	---------------------------------

Mutual Aid Agreement for Public Health and Human Services and the Use of Resources including Personnel and Equipment

THIS AGREEMENT is made and entered into between Aitkin County; Bois Forte Band of Chippewa; Carlton County; Cook County; Fond du Lac Band of Lake Superior Chippewa; Grand Portage Band of Lake Superior Chippewa; Itasca County; Koochiching County; Lake County; Leech Lake Band of Ojibwe; and St. Louis County, hereinafter known as Parties or Participating Party. The Parties are governmental units as defined in Minnesota Statutes section 471.59, subd. 1(b).

Aitkin County, Carlton County, Cook County, Itasca County, Koochiching County, Lake County, and St. Louis County, ("County Parties"), are political subdivisions of the State of Minnesota and acting pursuant to the authority granted Minnesota Statutes, Section 471.59, which authorizes the joint and cooperative exercise of powers common to contracting parties; and Section 12.27, subd. 3 which authorizes mutual aid arrangements for dispatch of resources to be authorized by a local delegation of authority.

Bois Forte Band of Chippewa; Fond du Lac Band of Lake Superior Chippewa; Grand Portage Band of Lake Superior Chippewa; and Leech Lake Band of Ojibwe ("Tribal Parties"), are federally recognized Indian Tribes and independent sovereign governments acting pursuant to their inherent authority, applicable tribal resolutions, and applicable state and federal statutes.

In consideration of the mutual promises and Agreements contained herein, and subject to the provisions of Minnesota Statutes, Sections 471.59 and 12.27, subd. 3

The Parties agree to the following:

Article I Enabling Authority

Minnesota Statutes Section 471.59 authorizes two or more governmental units to jointly exercise any power common to the contracting parties. Minnesota Statutes Section 12.27, subd. 3 authorizes the governing body of a political subdivision to delegate a local authority who may dispatch equipment and personnel as considered necessary if a danger of fire, hazard, casualty, or another similar occurrence exists outside of the political subdivision and by its suddenness it would be impractical for the governing body itself to authorize the dispatch of equipment. These

arrangements must be consistent with the local emergency operations plan for each Party, if required. For the purposes of this Agreement, the local authority for each Participating Party shall be the Health and Human Services Director for each governmental unit unless a difference official is designated by a Party.

Article 2

Purpose

The Parties to this Agreement intend to make equipment, personnel and other resources available to each Party who has signed this Agreement upon its request to the other Parties who have signed the Agreement.

The Parties to this Agreement intend that the Agreement serve as a valid written agreement for mutual aid as required by FEMA in requesting reimbursement for those reasonable eligible costs incurred as a result of a qualifying emergency.

The Parties to this Agreement also intend that the Agreement cover preparation and training for emergency activities.

Article 3

Definitions

For the purposes of this Agreement, the following terms shall be defined as follows:

- A. "Assistance" means personnel, equipment, supplies and/or services from the following departments: Health and Human Services and any other services as agreed upon by the Parties and permitted by law.
- B. "Employee" means those personnel currently working for a Party including selected and appointed officials, officers and volunteers who are registered with and under the direction and control of that Party as required by Minn. Stat. §12.22, subd. 2a (a).
- C. "Participating Party" means the governing body of a political subdivision that is a Party to this Agreement.
- D. "Requesting Official" means the person designated by a Participating Party who is responsible for requesting Assistance from the other Participating Parties. For the purposes of this Agreement, the Requesting Official will be the Participating Party's Health and Human Services Director.
- E. "Requesting Party" means a Participating Party that requests Assistance from another or other Participating Parties.
- F. "Responding Official" means the person designated by a Participating Party

who is responsible to determine whether and to what extent that Participating Party should provide Assistance to a Requesting Party. For the purposes of this Agreement, the Responding Official will be the Party's Health and Human Services Director.

- G. "Responding Party" means a Participating Party that provides Assistance to a Requesting Party.

Article 4

Provision of Mutual Aid

- A. Request for Assistance. Whenever, in the opinion of a Requesting Official, there is a need for Assistance from other Parties, the Requesting Official may call upon the Responding Official of any other Party to furnish Assistance. The Requesting Party, within a reasonable period of time, shall provide the Responding Parties with a written confirmation of the need for Assistance including details regarding requested resources, timelines/schedules and location(s) for assistance.
- B. Response to Request. Upon the request for assistance from a Requesting Party, the Responding Official may authorize and direct his/her Party's personnel to provide Assistance to the Requesting Party. This decision will be made after considering the needs of the Responding Party and the availability of resources. Once Assistance has been authorized, the Responding Party, within a reasonable period of time, shall provide the Requesting Party with a written confirmation of Assistance including details regarding the personnel and resources to be provided and when they will be available.
- C. Recall and Release of Assistance. The Responding Official may at any time recall such assistance when, in his or her best judgment or by an order from the governing body of the Responding Party or its designee, it is considered to be in the best interest of the Responding Party to do so. The Requesting Party may at any time release a Responding Party or an individual from providing any further assistance.
- D. Command of Incident. The Requesting Party shall be in command of the mutual aid incident. The personnel and equipment of the Responding Party shall be under the direction and control of the Requesting Party until the Responding Official withdraws assistance.

- E. State Declared Emergency. If the State of Minnesota or an authorized state agency declares an emergency, the statutes and administrative rules pertaining to state declared emergencies shall prevail where they conflict with the provisions of this Agreement.
- F. Volunteer Registration. Any volunteers participating in the mutual aid activities shall register with the Party in command of the incident (the Requesting Party).

Article 5

Hold Harmless and Indemnification

- A. Each Requesting Party shall defend, indemnify and hold harmless a Responding Party for claims arising within the Requesting Party's jurisdiction subject to the limits of liability under Minnesota Statutes Chapter 466 and other applicable law, rule, and regulation, including common law.
- B. For purposes of the Minnesota Municipal Tort Liability Act (Minn. Stat. Ch. 466), the Employees of the Responding Party are deemed to be Employees of the Requesting Party as defined in Minn. Stat. §466.01, subdivision 6, but only for purposes of addressing liability under this Agreement. The Employees of the Responding Party shall not be considered Employees of the Requesting Party for any other purpose.
- C. The Requesting Party shall defend, indemnify and hold harmless the Responding Party and its Employees against any and all claims brought or actions filed against the Responding Party or its Employees for injury to, death of, or damage to the property of any third person or persons, arising from the performance and provision of Assistance in responding to a request for Assistance by the Requesting Party pursuant to this Agreement.
- D. Under no circumstances shall a Party be required to pay on behalf of itself and other Parties, any amounts in excess of the limits of liability established in Minnesota Statutes chapter 466 applicable to any third party claim. The statutory limits of liability for some or all of the Participating Parties may not be added together or stacked to increase the maximum amount of liability for any third party claim.
- E. Each Participating Party agrees to promptly notify the other Participating Parties if it knows or becomes aware of any facts or allegations reasonably

giving rise to actual or potential liability, claims, causes of action, judgments, damages, losses, costs or expenses, including attorney's fees, involving or reasonably likely to involve the other Participating Parties, and arising out of acts or omissions related to this Agreement.

- F. There shall be no liability to any Participating Party for failure to furnish Assistance or for recalling or releasing Assistance as described in this Agreement.

Article 6

Workers' Compensation

Each Participating Party shall be responsible for injuries or death of its own Employees to the extent required by law. Each Participating Party will maintain workers' compensation insurance or self-insurance coverage, covering its own Employees while they are providing assistance pursuant to this Agreement.

Article 7

Damage to Equipment

Each Participating Party, to the extent a Party is at fault, shall be responsible for damage to or loss of its equipment while acting within the scope of this Agreement.

Article 8

Charges to the Requesting Party

- A. The Requesting Party shall take all steps necessary to seek reimbursement on behalf of the Responding Party for the actual cost of any Assistance provided during this initial eight (8) hour period including salaries, overtime, materials and supplies, and other necessary expenses.
- B. No charges will be levied by a Responding Party to this Agreement for Assistance rendered to a Requesting Party under the terms of this Agreement unless that Assistance continues for a period of more than 8 hours. If Assistance provided under this Agreement continues for more than eight (8) hours, the Responding Party may submit to the Requesting Party an itemized bill for the actual cost of any Assistance provided after the initial eight (8) hour period, including salaries, overtime, materials and supplies and other necessary expenses and the Requesting Party shall reimburse the party providing the Assistance for that amount.

- C. The Parties acknowledge that charges may be assessed without regard to the availability of federal or state government funds to reimburse the charges.

Article 9

Term of Agreement

This Agreement will commence upon approval of the Participating Party and the signature of the official with authority to bind the Party. This Agreement shall be in effect until such time as the Agreement is terminated pursuant to Article 11 herein. This Agreement will only apply to those Parties whose county boards, city council or other authorized signatory have lawfully executed the document.

Article 10

Merger and Modification

- A. It is understood and agreed that the entire Agreement between the Parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.
- B. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement and signed by the Participating Parties hereto.

Article 11

Default and Withdrawal

- A. A default in this Agreement may occur when a Party fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement. Unless the Party's default is excused by the other Participating Parties, the non-defaulting Parties may by majority, vote to remove the defaulting Party by providing written notice of termination of the Agreement as to the defaulting Party only. Any such removal or termination of this Agreement shall become effective upon the sending of such notice and will not cancel any obligations incurred by any Party prior to such termination.

- B. Any Party may withdraw from this Agreement with or without cause by providing thirty (30) days' prior written notice to the other Parties herein.
- C. The terms of Article 5, 6, 7, 12 and 13 shall survive the expiration, termination or withdrawal from this Agreement.
- D. Only the governing bodies or authorized signatory of the Participating Parties have authority to act pursuant to this provision of the Agreement.

Article 12

Records-Availability and Access

To the extent required by Minnesota Statutes Section 16C.05, Subd. 5 (as may be amended), the Parties agree that any Party, the State Auditor, the Legislative Auditor or any of their duly authorized representatives, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the other Parties and involve transactions relating to this Agreement. Such materials shall be maintained and such access and rights shall be in force and effect during the period of the Agreement and for seven (7) years after its termination or cancellation.

Article 13

Data Privacy

Each Party, its employees, agents, owners, partners, and subcontractors agree to abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 and implementing regulations, if applicable, and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, and as any of the same may be amended.

Article 14

Compliance

Participating Parties shall comply with all applicable federal, state and local statutes, regulations, rules and ordinances in force or hereafter enacted.

Article 15

Parties

Any governmental unit or entity identified in Minn. Stat. 471.59 Subdivision who has authorized and signed this Agreement is a "Party". "Parties" is the plural of Party. Other units of government or entities identified in Minn. Stat. 471.59 Subdivision 1 may become a party to this Agreement upon approval of those units of government that are Parties to this Agreement at the date of the request. The new Party will sign a copy of the Agreement. Existing Parties will not be required to re-sign.

Article 16

Execution

Each Party hereto has read, agreed to and executed this Agreement on the date indicated.

Article 17

Counterparts

This Agreement may be executed in any number of counterparts, each counterpart for all purposes being deemed an original, and all such counterparts shall together constitute one and the same agreement.

Article 18

Contract Administration

In order to coordinate the services so as to accomplish the purposes of this Agreement, each Participating Party's "Requesting Official"/"Responding Official" or equivalent counterpart, shall be the contact person for each Participating Party under this Agreement. A Participating Party may designate someone other than the "Requesting Official"/"Responding Official" or equivalent, as the contact person by providing written notice to all other Participating Parties.

Article 19

Duration

This Agreement will be in force for a period of 3 years from the date of execution. Any Party may withdraw from this Agreement upon thirty (30) days written notice to the other Party or Parties to the Agreement.

Aitkin County
Dated: _____

Bois Forte Band of Chippewa
Dated: _____

Carlton County
Dated: _____

Fond du Lac Band of Lake Superior Chippewa
Dated: _____

Cook County
Dated: _____

Grand Portage Band of Lake Superior Chippewa
Dated: _____

Itasca County
Dated: _____

Koochiching County
Dated: _____

Lake County
Dated: _____

Leech Lake Band of Ojibwe
Dated: _____

St. Louis County
Dated: _____



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, August 20, 2024

REQUEST FOR BOARD ACTION: RBA-2024-345

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Eric Villeneuve

AGENDA ITEM:

YMCA Rent Concession

BOARD ACTION REQUESTED:

Approve a rent concession for up to 6 months for 1 classroom starting September 6, 2024 with total rent concession to not exceed \$6,552.00.

BACKGROUND:

Due to unforeseen grant dollars which opened low or no-cost preschool for 4 year-olds in ISD 318 and Early Edge, the YMCA is temporarily closing 1 classroom at the IRC for up to 6 months to assess and develop stable programming moving forward. In context of their total lease, they lease 6,845 square feet at \$14 a square foot for a total of \$95,830 for a year. If they took the full six months, we would collect \$89,278 instead of \$95,830 or about 93% of the rent. They have been a good tenant and fit for us, so we do support this request, as obviously, if they close altogether we stand to lose the entire \$95,830 as well as the child care slots that the community needs. The YMCA will still be operating 5 out of the 6 classrooms they lease during this time period, providing 64 child care slots that the Community is using. The additional grant dollars that the schools and Early Edge got was unexpected, and while good for the community, certainly impacted the YMCA. Our building fund has over \$800k in it, so this would not jeopardize the building fund.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Itasca County 8.13.24 - YMCA

08/20/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 08/27/2024 2:30 PM
----------------	--------------------------------	---------------------------------



FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

August 13, 2024

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

Mr. Eric Villeneuve
Health & Human Services Director
1209 NE 2nd Avenue
Grand Rapids, MN 5744

Brett and Eric,

As we approach the end of the YMCA's first year of WeeFolksgarten at the IRC, we want to take this opportunity to bring recent changes in the childcare environment to your attention.

ISD 318 and Early Edge (previously Invest Early) have received additional grant dollars and Voluntary Pre-K slots. This is great news for our community as it provides low or no cost preschool to our 4-year-olds taught by licensed teachers. However, it has put pressure on our childcare as it has unexpectedly pulled several preschoolers out of our program. Because of this unanticipated loss in enrollment and a softening of preschool needs overall in our community, we find it necessary to close a room at the Itasca Resource Center as of September 6, 2024.

We are asking Itasca County for a concession in lease payments for this classroom space of 936 square feet for up to six months to offset expenses as we assess the best step forward for our program and our community. It is our intention to meet with leaders and business owners to gauge the need going forward and how the YMCA can best help with those needs. This concession in lease payments will be critical to the success of our program going forward.

Thank you for your consideration.

Respectfully,

Joni Namyst
Executive Director

Sarah Schrapp
Education Director



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, August 20, 2024

REQUEST FOR BOARD ACTION: RBA-2024-342

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Sara Thompson

AGENDA ITEM:

Minnesota Pergolas Services Contract

BOARD ACTION REQUESTED:

Approve Itasca County Service Contract with Minnesota Pergolas for the amount of \$54,550.00 and authorize necessary signatures.

BACKGROUND:

As a part of the Phase 2 Improvement Project at Bass Lake Park, plans are made to maximize the full potential use of the picnic area and construct a picnic shelter with 4 picnic tables (2 ADA picnic tables). Quotes were obtained per county policy for the design and materials of an 18' x 18' picnic shelter, Minnesota Pergolas came in the lowest which includes construction. The Phase 2 Improvement Project is funded through Yamaha, IRRR and ARP grants and park system funds, and it includes construction of a RV dump station, installation of a prefabricated vault toilet, and the construction of a picnic shelter at Bass Lake Park.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. MN Pergolas_Service Contract_08.27.2024

08/20/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 08/27/2024 2:30 PM
----------------	--------------------------------	---------------------------------

County of Itasca, Minnesota

Service Contract

A.1 DATES AND PARTIES

A.1.1 THIS CONTRACT, made this **27th day of August, 2024**, by and between the County of Itasca, herein called the “County,” and **Minnesota Pergolas**, a corporation organized and existing under the laws of the State of Minnesota, located at **16151 5th Street N., Lakeland, MN 55043**, 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 **pavilion design, materials and construction** 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 **September 1st, 2024 to July 31st, 2025**, 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 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 not to exceed **\$54,550.00** 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 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 Minnesota Statute 574.26 requires the vendor to furnish a Performance Bond and a Labor & Materials Payment Bond in the full amount, for any contract over \$75,000, in favor of the County, to protect the County against any breach of contract. The Surety company providing the bond(s) must be registered to do business in the State of Minnesota and be satisfactory to the County.

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 General Liability Insurance

J.1.3.1

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

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

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

J.1.4 Automobile Liability Insurance

J.1.4.1

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

J.1.4.2 Must cover owned, 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

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

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

J.1.7.1 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, its 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 27th day of August 2024.

**Minnesota Pergolas
Kregg Weispfenning Companies, LLC
16151 5th Street North
Lakeland, MN 55043**

**County of Itasca
Land Department
1177 LaPrairie Avenue
Grand Rapids, MN 55744**

By: _____

By: _____

Title: _____

Title: Land Commissioner

EXHIBIT A: SPECIAL CONDITIONS

BASS LAKE PARK & CAMPGROUND PAVILION PROJECT

PROJECT DESCRIPTION

To design, order pavilion materials, and construct an 18' x 18' pavilion at Bass Lake Park and Campground picnic area.

STARTING & ENDING DATES

For purposes of protecting the interests of Itasca County, starting and completion dates are specific and firm. Three days' notice must be given to the County prior to commencement and completion of work on the project.

Contractor agrees that the pavilion project work will be substantially completed by December 31st, 2024.

COUNTY'S RIGHTS

County shall have the right at all times during the performance of the work to conduct such tests and inspections as it deems necessary to assure Contractor's compliance with this contract. If any work or materials are found not to be in compliance with the specifications, the County shall have the right to order such work redone in conformance with this contract.

County shall have the right to order changes in the work at any time. Contractor shall proceed with such changes immediately upon receipt of a written change order signed by the County. The contract price and the completion date specified shall be equitably adjusted to reflect any increase or decrease in the work. Upon the County's request, Contractor shall provide satisfactory evidence from which contract price adjustments can be made. These changes include but are not limited to environmental conditions such as: drought, rain, and wind damage.

The County will stop work on sites if site and soil conditions develop as to cause excessive site damage as determined by the inspector.

COUNTY RESPONSIBILITIES

- Provide access to the site for equipment and personnel.
- Delineate the location of project areas and areas not to be disturbed (e.g., with flags, stakes, signs, etc.) on the project site before work begins.
- Copies of all permits required.
- Make on-site inspections on a regular basis or at the request of the contractor.
- Inspect the sites to determine compliance with specifications and to determine any adjustments prior to payment being made.

CONTRACTOR RESPONSIBILITIES

- Work conditions may be occurring during active campground season. Work may be conducted from 7:00 AM to 7:00 p.m.
- Contractor will accept responsibility in regard to protecting the site and adjacent property from damage as a result of the construction project.
- Contractor shall give the County a three day notice before moving any equipment or personnel on the site to begin and to end work.
- Site may not be left in an unsafe manner overnight, this includes where excavations are not backfilled before the end of the workday, the Contractor will be required to encircle the open area with a proper barrier such as standard snow fence, or equal type fencing, for public safety purposes.
- Contractor shall diligently prosecute the work, providing sufficient manpower, materials, and other supplies at all times to assure completion of the work in an orderly fashion by the completion date stated in these specifications.
- Contractor shall at all times keep the work site reasonably neat and clean and upon completion shall remove and dispose of all rubbish, trash and refuse from the work area and leave the work site clean.
- Contractors shall at all times coordinate its work and cooperate with the County.
- Contractor shall, in its performance of the work, comply with all applicable codes and industry standards and with all applicable federal, state and local laws, rules and regulations, including but not limited to, the requirements of the Federal Occupational Safety and Health Act, the Federal Fair Labor Standards Act of 1938 as amended, the Minnesota State Worker's Compensation Laws, and all applicable Civil Rights laws, rules and regulations.
- Contractor shall promptly pay all laborers, subcontractors or materialmen connected with the work and if any shall file liens against the work, contractor shall promptly obtain a release of any such lien or post a bond indemnifying the County against all loss by reason of such lien. The County shall have the right, prior to making any payment due under this contract, to require Contractor to deliver lien waivers duly executed by itself and each of its subcontractors and materialmen for all work done prior to such payment.

INSPECTION AND PENALTIES

- The Contractor shall contact the County a minimum of three days before moving off site. If the contractor moves off site before a final inspection is completed, they may be required to come back to the site for additional work at their own expense and contract payment(s) will be held until requested work is completed.
- The Contractor agrees that failure to complete the work as specified shall result in liquidated damages not less than the difference between their bid and another bid required to complete the work. Associated fees required to re-bid the work will be included with the liquidated damages.

- The contractor shall appoint a representative who shall be available to meet with the inspector(s) to discuss work progress.
- The contract work shall be completed by the specified dates indicated. A sum of \$100.00 will be deducted for each day beyond the deadline that work is not completed at the discretion of the County.
- A sum of \$100.00 will be deducted from the quote price for each instance of littering by the contractor on the site. Packaging, empty containers, oil cans, filters or other refuse shall be left on the sites.
- The contractor will be liable for all other unauthorized damages done (e.g. damaged trees, roads, gates, etc).

EXISTING UTILITIES

- Protect existing utilities that remain from damage.
- Do not disrupt public utilities without permit from authority having jurisdiction.

LICENSES

Contractor shall procure, at its own expense, all licenses, permits, or other rights required for the provision of services contemplated by the Contract. Contractor shall inform the County of any changes in the above within five (5) days of occurrence.

DELIVERABLES BY CONTRACTOR:

Proof of insurance meeting or exceeding County requirements, naming the County as additionally insured.

PAYMENT:

Payment will be made upon completing all work described in this contract. Partial payment will be made only in special circumstances deemed appropriate by the Itasca County Land Department.

Payment cutoff dates are monthly and will be given to the contractor upon request. Billings submitted by the contractor must be received by the County ten (10) days before the cutoff date to allow sufficient time for inspection of the sites by the County.

CONTRACTOR PERSONNEL:

CONTRACTOR'S key personnel, will include:

Name: Kregg Weispfenning Companies, LLC
Address: 16151 5th Street N, Lakeland, MN 55043
Office:
Cell: 612-817-0040
Email: kregg@mnpergolas.com

COUNTY'S AUTHORIZED AGENT AND PROJECT MANAGER

COUNTY'S AUTHORIZED AGENT, or his/her successor, will be:

Name: Kory Cease
Title: Itasca County Land Commissioner
Address: 1177 LaPrarie Ave, Grand Rapids, MN 55744
Phone: 218-327-2855
Fax: 218-327-4160
Email: kory.cease@co.itasca.mn.us

Agent has the authority to update and adjust all project schedules when necessary.

COUNTY'S Authorized Agent will have final authority to accept or reject CONTRACTOR'S services and/or goods. If such services and/or goods are acceptable and satisfactory, COUNTY'S Authorized Agent will certify each invoice submitted by CONTRACTOR.

COUNTY'S PROJECT MANAGER, or his/her successor, for this contract will be:

Name: Sara Thompson
Title: Forest Recreation Specialist
Address: 1177 LaPrarie Ave, Grand Rapids, MN 55744
Office: 218-327-7393
Cell: 218-398-5471
Fax: 218-327-4160
Email: sara.thompson@co.itasca.mn.us

COUNTY'S Project Manager will sign progress reports, review billing statements, make recommendations to the COUNTY'S Authorized Agent for acceptance or rejection of CONTRACTOR'S goods or services and make recommendations to the COUNTY'S Authorized Agent for certifications for payment of each invoice submitted by CONTRACTOR.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, August 20, 2024

REQUEST FOR BOARD ACTION: RBA-2024-96

DEPARTMENT: Administrative Services

TIME REQUESTED: 10 Minutes

PRESENTER: Chair

AGENDA ITEM:

Citizen Input

BOARD ACTION REQUESTED:

Receive Citizen Input

BACKGROUND:

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

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, August 20, 2024

REQUEST FOR BOARD ACTION: RBA-2024-345

DEPARTMENT: Environmental Services

TIME REQUESTED: 10 Minutes

PRESENTER: Katie Benes

AGENDA ITEM:

Public Hearing Re: Rezone Application of David Eckstein

BOARD ACTION REQUESTED:

Hold a Public Hearing Re: Rezone application of David Eckstein and consider action to adopt the Resolution Re: Application Submitted by David Eckstein to Rezone Property from Recreational Commercial to Rural Residential.

BACKGROUND:

At the Planning Commission's regular meeting on Wednesday, August 14, 2024, it was motioned to recommend approval of the rezone application submitted by David Eckstein for rezone from Recreational Commercial to Rural Residential as set forth in the attached record (application and findings of fact) and motion carried unanimously.

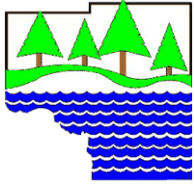
COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Eckstein Agenda Packet

Motion To: Adopt the Resolution Re: Application Submitted by David Eckstein to Rezone Property from Recreational Commercial to Rural Residential.

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, August 20, 2024

RESOLUTION 2024-37

**RE: APPLICATION SUBMITTED BY DAVID ECKSTEIN & JACALYN WARD-ECKSTEIN TO
REZONE PROPERTY FROM RECREATIONAL COMMERCIAL TO RURAL RESIDENTIAL
LOCATED AT 19-017-1304**

WHEREAS, the ordinance may be amended whenever the public health, safety, convenience, and general welfare would best be served by such amendments, in accord with the Itasca County Comprehensive Land Use Plan “CLUP” by the procedures set forth in Article 20; and

WHEREAS, on 6/25/2024, David Eckstein submitted an application for rezone from Recreational Commercial to Rural Residential on Parcel 19-017-1304; and

WHEREAS, the property was previously a resort and is now residentially developed; and

WHEREAS, the parcel is surrounded by Rural Residential zoning. The property is located within the shoreland overlay district of Pokegama Lake, General Development Class; and

WHEREAS, Per 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; and

WHEREAS, on 8/14/2024, the Planning Commission voted unanimously to approve the Rezone Application pursuant to Section 18.2.4 of the Itasca County Zoning Ordinance, and forwarded their recommendation for approval in the Findings of Fact dated 8/14/2024 for approval to the County Board in writing and within 30 days of the close of their hearing; and

WHEREAS, 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 that all the following exist: the proposed zoning does not substantially conflict with the CLUP; 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; the original zoning was inconsistent with the CLUP; or an error was made in the CLUP which should now be corrected along with the zoning; or substantial changes have occurred in the community which should result in the CLUP and the zoning being amended; and a clear public need for and benefit from the proposed rezoning shall exist beyond any benefit or convenience to the landowner; and

WHEREAS, the rezone from Recreational Commercial to Rural Residential was recommended for approval by the County Board because:

A. The proposed zoning does not substantially conflict with the Itasca County Comprehensive Land Use Plan (CLUP). The intent is to keep shoreland and rural areas in character and allow activities

that do not degrade the rural residential character and promote a high-quality residential living environment; the area is a residentially developed area and proposed zoning would not be spot zoning;

B. The proposed zoning is not spot zoning as the surrounding parcels are zoned Rural Residential; the area has become a high-quality residential community and should not be zoned commercial/recreational;

C. 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. There have been substantial changes in the area that was once commercial/recreational and is now residential (the property was originally a resort and is now developed with a single-family dwelling); the area is now all Rural Residential and the current zoning is not accurate, and

D. A clear public need for and benefit from the proposed rezoning shall exist beyond any benefit or convenience to the landowner. The area is now a high-quality residential area and it has become a safety need to change the zoning; it is the only parcel in the area zoned Recreational Commercial and proposed zoning would update zoning to the appropriate zoning district.

WHEREAS, the County Board conducted their public hearing on Tuesday, 8/20/2024, at 2:30 in the Itasca County Courthouse, 123 NE 4th Street, Grand Rapids, MN. Notice of the public hearing was published in the Grand Rapids Herald Review on 7/31/2024 and the Scenic Range NewsForum on 8/1/2024; and

WHEREAS, the County Board members utilized their independent judgment, reviewed the Planning Commission's recommendation for approval and used a criteria sheet to determine approval of the rezone application at the public hearing.

NOW THEREFORE BE IT RESOLVED that the County Board of Commissioners hereby enacts ordains and adopts the zoning map amendments recommended by the Planning Commission that accompanies this resolution.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 20th day of August A.D. 2024 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 20th day of August A.D. 2024.



Administrator

Date: June 18, 2024

Permit #: _____

Itasca County Application To Amend Zoning Map/Rezone

Applicant/Address: David P. Eckstein and Jacalyn R. Ward-Eckstein
32382 Southwood Road, Grand Rapids, MN 55744

Parcel No.: 19-017-1304

Legal Description: 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

Lake Name/Class:	Pokegama Lake (GD)	Ex. Use: Seasonal
Zoning District		Zoning District
(Existing)	Recreation Commercial	(Proposed) Rural Residential

Reason for Proposed Amendment of Zone Change: Our intent has always been non-commercial with a single-family residence matching what exists in the rural residential Southwood Road neighborhood.

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 applicant acknowledges that no one can be prohibited from coming onto the property Yes. The applicant chooses a site inspection by staff X Yes.

Signature Date [Signature] Date: June 18, 2024

On 6/25/2024 (Date), at 4:45 (Time) am/pm, the Zoning Office received the completed application, accompanying information and fee 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 reasons 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 applicants receive written notice with reasons for extension. The extension may not exceed 60 days unless approved by the applicant. The 60 days will end on: 8/24/2024.

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:

Signatures _____ Witness: _____

RECOMMENDATION

TOWN BOARD OF _____ APPROVAL CHAIR _____

OR _____ AMEND DATE _____

PCBA 01
C: PCBA

RECOMMENDATION

TOWN BOARD OF _____ APPROVAL CHAIR _____
OR AMEND DATE _____
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 8/14/2024 the Planning Commission/Board of Adjustment unanimously/ majority vote recommends, to the County Board of Commissioners, APPROVAL AMENDMENT REJECTION of the map amendment/rezone submitted by David Eckstein for rezone from Recreational Commercial to Rural Residential as per findings of fact

Lisa Maasch

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: David and Jocelyn Eckstein DATE July 24, 2024
REQUEST FOR: Rezone from Recreational Commercial C to Rural Residential

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

2. From the information received, does it appear that this request should be considered a spot rezone? Yes or No or N/A
Comments:

3. If granted, from the information received, will the rezone maintain the essential character of the neighborhood? Yes or No or N/A
Comments:

4. From the information received, have environmental concerns or precautions been addressed? Yes or No or N/A
Comments:

4. From the information received, have boundary/property lines been found, correctly identified, and agreed upon by all property owners involved? Yes or No or N/A
Comments:

5. From the information received, 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
Comments:

Other Comments: Motion by Supervisor Schack and
Seconded by Supervisor Gilbert, Aug-5; Map O MC.

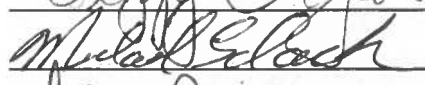
Based on the criteria above, the Harris Town Board will make the following recommendation to the Itasca County Planning Commission / Board of Adjustment regarding the Rezone Request:

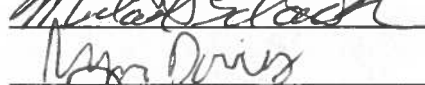
✓ RECOMMEND AS PRESENTED/REQUESTED _____ DO NOT RECOMMEND
_____ RECOMEND IF AMENDED AS FOLLOWS:

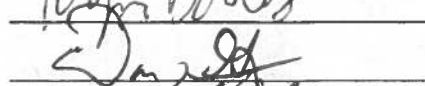
PCBA O/A
C: PCBA

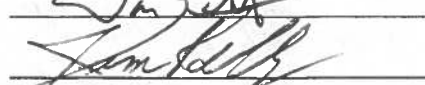
Signed, the Harris Township Board of Supervisors:

 _____ Peggy Clayton, Chair

 _____ Mike Schack

 _____ Ryan Davies

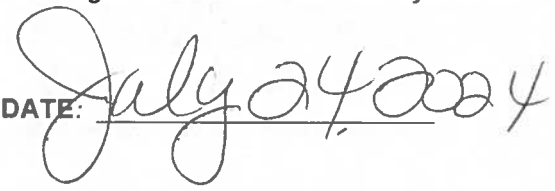
 _____ Dan Gilbert

 _____ 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: _____

 July 24, 2004

** Submitted by applicant*

GUIDELINES FOR AMENDMENTS TO THE ZONING MAP

Applicant: David & Jacalyn Eckstein

Property Location: 32382 Southwood Rd, Grand Rapids, MN 55744

Present Zoning District: Recreation Commercial

Proposed Zoning District: Rural Residential

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:

It does not conflict. The Itasca County COMP p. 23 Residential Development Density Objective encourages, "2. Low density outside urban areas – Limit development outside of urban expansion areas to low densities through zoning." This rezoning request would conform to the residential nature of this neighborhood.

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:

It is the reverse of spot zoning – it conforms to rural residential zoning along Southwood Road.

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 property was previously Birch Cove Resort with a recreation commercial zoning designation since 1992. The resort has been out of business since 2012. It currently has a single-family residence.

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:

I believe the neighborhood benefit to keep Southwood Road rural residential vs. recreation commercial has been overwhelmingly, and successfully supported and presented recently. There is no economic benefit to us, quite frankly the reverse.

Thanks for your consideration of this rezoning modification request.

Recommendation to County Board:

Approval

Rejection

Chairperson of the Planning Commission/BoA

Date

- CONFIDENTIAL -

Content is not to be distributed or shared outside of participating parties.

C: PCBA

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

Rezone application for: David Eckstein & Jacalyn R. Ward-Eckstein

Property Location/Address: 32382 Southwood Rd., Grand Rapids, MN 55744
W 210' of Part of Lot 4 Lyg E of LI 1900' E of & Para with W Line of Lot 3
said SEC, Section 17, Harris Township 54-25, PIN 19-017-1304

The rezone application, from Recreational Commercial to Rural Residential on the above parcel came before the Planning Commission/Board of Adjustment at their regular meeting on 8/14/2024 with David Eckstein present and also present were the following: Board Members Maasch, Bellomy, Butterfield, Oja, Kortekaas; Environmental Services Director Katie Benes and Peggy Clayton.

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

FINDINGS OF FACT

1. The parcel is:
 - a. Approximately 3.70 acres in area;
 - b. Zoned Recreational Commercial;
 - c. Located within the shoreland overlay district of Pokegama Lake, a General Development Class lake;
 - d. Borders Southwood Road, a Class C Highway;
 - e. Located in Harris Township T54 R25, Commissioner District #4 and
 - f. Developed with a dwelling, boathouse, well and septic.
2. On 6/25/2024, David Eckstein submitted an application for rezone from Recreational Commercial to Rural Residential.
3. Applicant is currently utilizing the parcel for residential purposes. The acreage is consistent with the Rural Residential zoning district requirements. In 1992, the property was rezoned from Residential to Recreational Commercial (P #921358) since at that time it was an existing resort (and had been utilized as a resort continuously since prior to zoning).
4. Per Zoning Map, the property is surrounded by Rural Residential zoning. The property is located within the shoreland overlay district overlay district of Pokegama Lake, General Development Class.
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. 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.
 7. Per 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.
 8. Notice of the Planning Commission/BoA 8/14/2024 site inspection and public hearing was published in the 7/24/2024 issue of the *Grand Rapids Herald Review* and the 7/25/2024 issue of the *Scenic Range News Forum*. Notice of the 8/20/2024 County Board public hearing was published in the 7/31/2024 issue of the *Grand Rapids Herald Review* and 8/1/2024 issue of the *Scenic Range News Forum*.
 9. As required in Article 18, notice of the 8/14/2024 Planning Commission/BoA hearing and the 8/20/2024 County Board hearing was sent to applicants, property owners within 1/2 mile of the affected property, SWCD (Andy Arena), DNR (Rian Reed), DNR Forestry, Harris Township Clerk, Itasca County Highway Engineer and Pokegama Lake Association for their information and comment.
 10. On 7/16/2024, an email was received from Karin Grandia, Itasca County Engineer, with comments that there are no concerns from the Transportation Dept.
 11. On 7/24/2024, Harris Township has recommended approval of the rezone application.
 12. The site was viewed by the PC/BoA on 8/14/2024 in the morning prior to the hearing.
 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, 8/20/2024, and the meeting will begin at 2:30 p.m. at 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 8/24/2024.
 17. The record consists of:
PCBA 01- Rezone application submitted 6/25/2024, Harris Township findings (4 pgs.);
PCBA 02- Zoning map (2 pgs.);

PCBA 03- Property details (3 pgs.);
PCBA 04- Notice dated 7/12/2024 to property owners, etc.;
PCBA 05- Notice dated 7/12/2024 to Harris Township Clerk;
PCBA 06- Notice dated 7/12/2024 to affected property owners, map, list of property owners (9 pgs.);
PCBA 07- Email (7/16/2024) from Karin Grandia, Itasca County Engineer;
PCBA 08- Permit #921358;
PCBA 09- Staff report dated 8/9/2024 (2 pgs.);
PCBA 10- Guidelines for Zoning Map Amendments form completed by members (5 pgs.).

CONCLUSIONS OF LAW

The rezone from Recreational Commercial to Rural Residential is recommended for approval to the County Board because:

- A. The proposed zoning does not substantially conflict with the Itasca County Comprehensive Land Use Plan (CLUP). The intent is to keep shoreland and rural areas in character and allow activities that do not degrade the rural residential character and promote a high-quality residential living environment; the area is a residentially developed area and proposed zoning would not be spot zoning;
- B. The proposed zoning is not spot zoning as the surrounding parcels are zoned Rural Residential; the area has become a high-quality residential community and should not be zoned commercial/recreational;
- C. 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. There has been substantial changes in the area that was once commercial/recreational and is now residential (the property was originally a resort and is now developed with a single-family dwelling); the area is now all Rural Residential and the current zoning is not accurate, and
- D. A clear public need for and benefit from the proposed rezoning shall exist beyond any benefit or convenience to the landowner. The area is now a high-quality residential area and it has become a safety need to change the zoning; it is the only parcel in the area zoned Recreational Commercial and proposed zoning would update zoning to the appropriate zoning district.

RESOLUTION

Now therefore, Butterfield/Kortekaas motioned to recommend (to the County Board) approval of the rezone application submitted David Eckstein and Jacalyn Ward-Eckstein for rezone from Recreational Commercial to Rural Residential as set forth in the 8/9/2024 staff report in accordance with the conclusions of law and motion carried unanimously.


Lisa Maasch, Chairperson


Date

ATTEST:


Katie Beres, Environmental Services Director


Date

GUIDELINES FOR AMENDMENTS TO THE ZONING MAP

Applicant: David Eckstein & Jacalyn Ward-Eckstein

Property Location: 32382 Southwood Road, Grand Rapids MN

Present Zoning District: Rec. Commercial Proposed Zoning District: Rural Residential

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

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. Surrounded by Rural Residential 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 area has changed over the years

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:

76

Recommendation to County Board:

Approval

Rejection

Mike Bellamy
8-14-24

Chairperson of the Planning Commission/BoA

Date

GUIDELINES FOR AMENDMENTS TO THE ZONING MAP

Applicant: David Eckstein & Jacalyn Ward-Eckstein

Property Location: 32382 Southwood Road, Grand Rapids MN

Present Zoning District: Rec. Commercial Proposed Zoning District: Rural Residential

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

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:

It will not be

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:

Was a resort at one time and now supports a single family dwelling

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:

yes because it is the only commercial property in that area

Recommendation to County Board:

Approval

Rejection

Chairperson of the Planning Commission/BoA

Date

Bethane Kortt

8/14/24

GUIDELINES FOR AMENDMENTS TO THE ZONING MAP

Applicant: David Eckstein & Jacalyn Ward-Eckstein

Property Location: 32382 Southwood Road, Grand Rapids MN

Present Zoning District: Rec. Commercial Proposed Zoning District: Rural Residential

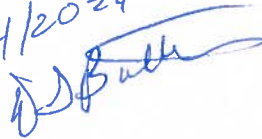
Amendments to the Zoning Map shall be recommended for approval to the County Board upon finding by the Planning Commission that all of the following conditions exist:

1. The proposed zoning does not substantially conflict with the Itasca County Comprehensive Land Use Plan. Why or Why not: No. No spot zoning all residential area
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: It's not spot zoning, surrounding parcels are Rural 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: originally a resort area. Now all Rural Residential area
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: updating zoning to appropriate zoning status.

Recommendation to County Board:

Approval

Rejection

8/14/2024


Chairperson of the Planning Commission/BoA

Date

GUIDELINES FOR AMENDMENTS TO THE ZONING MAP

Applicant: David Eckstein & Jacalyn Ward-Eckstein

Property Location: 32382 Southwood Road, Grand Rapids MN

Present Zoning District: Rec. Commercial Proposed Zoning District: Rural Residential

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

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:

parcel does 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:

current zoning not accurate.

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:

property owner development is higher after construction

Recommendation to County Board:

Approval

Rejection

Michael P Gja

Chairperson of the Planning Commission/BoA

Date

GUIDELINES FOR AMENDMENTS TO THE ZONING MAP

Applicant: David Eckstein & Jacalyn Ward-Eckstein

Property Location: 32382 Southwood Road, Grand Rapids MN

Present Zoning District: Rec. Commercial Proposed Zoning District: Rural Residential

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 -> The intent is to keep shoreland and rural areas in character and allow activities that do not degrade the rural residential character and to promote a high quality residential living environment.
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 is not. The area has now become a high residential community and as such should not be zoned commercial/recreation.
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: there has been substantial changes in the community that once was com./rec. and now is a large residential area.
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: Since the area is now a high residential area, it has now become a safety need to change to residential.

Recommendation to County Board:

Approval

Rejection

Lisa Marsh
Chairperson of the Planning Commission/BoA

8-14-24
Date



ITASCA COUNTY
PLANNING COMMISSION/BOARD OF ADJUSTMENT
123 NE 4th St
Grand Rapids, MN 55744
(218) 327-2857

Wednesday, 8/14/2024

9:30 A.M.

Meeting Room J135

The regular meeting of the Itasca County Planning Commission/Board of Adjustment (PC/BoA) was held on Wednesday, 8/14/2024, at 9:30 a.m.* in the Meeting Room J135 of the Courthouse with the following in attendance:

MEMBERS PRESENT: Lisa Maasch, Richard Kortekaas, Dan Butterfield, Mike Bellomy, Mike Oja;
ABSENT: None;
EXOFFICIO: Environmental Services Director Katie Benes;
GUESTS: David Eckstein, Peggy Clayton

*Members met at the Courthouse at 8:45 a.m. to view the property and then returned to the Courthouse to hold the meeting.

Chair Maasch called the Planning Commission/Board of Adjustment meeting to order, opening with the Pledge of Allegiance. Copies of the agenda and opening statement were available for the audience.

Agenda. There were no additions/corrections.

Minutes. Upon the motion of Bellomy/Kortekaas, which carried unanimously, the minutes of the 7/10/2024 hearing were approved as distributed.

David Eckstein & Jacalyn Ward-Eckstein/Rezone—(W 210' of Part of Lot 4 Lyg E of LI 1900' E of & Para with W Line of Lot 3 said SEC, Section 17, Harris Township 54-25, PIN 19-017-1304) — submitted a rezone application for rezone from Recreational Commercial to Rural Residential. David Eckstein was present and discussed his rezone request and reviewed his responses to the rezone guidelines/criteria. Peggy Clayton, Harris Township, was present and commented that Harris Township had recommended approval.

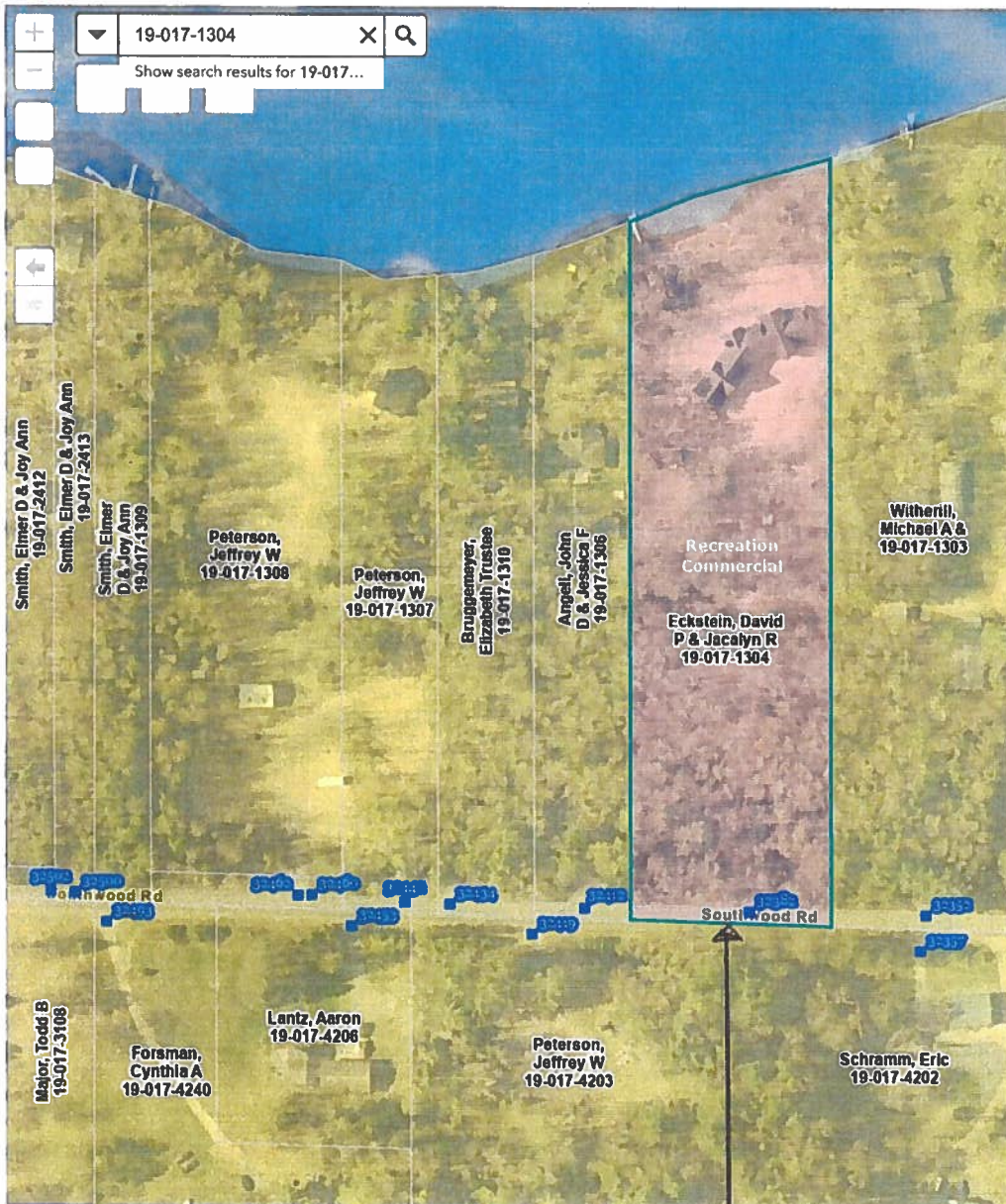
Motion: Butterfield/Kortekaas motioned to recommend (to the County Board) approval of the rezone application submitted by David Eckstein and Jacalyn Ward-Eckstein for rezone from Recreational Commercial to Rural Residential as set forth in the 8/9/2024 staff report. Motion carried unanimously.

Other:

Water Plan Implementation Committee (WPIC) Report. Member Butterfield reported that there was discussion that Starry Stonewort has been found in Pokegama Lake and further discussion regarding the 1W1P.

At 9:55 a.m. Bellomy/Kortekaas motioned to adjourn, and motion carried unanimously.

By: *Diane Nelson*
Diane Nelson, Recording Secretary



Parcel 19-017-1304
for Rezoning Request

Layers

E911 Address Points

Parcel Lines

- CEMETERY
- RESLINE
- GLOMEAN
- RIVERBDRY
- GAP_OVERLAP
- CSAHRW
- LAKEBDRY
- MNDOTRW
- PARCELLN
- RRROW
- TWPROW

Tax Parcel

10 Foot Contour

2 Foot Contour

Index

Intermediate

MnDNR Preliminary Floodplain Delineation

Flood Plain

- 100
- 500

USFWS Updated Wetland Delineation

- 1 - Seasonally Flooded Basin or Flat
- 2 - Wet Meadow
- 3 - Shallow Marsh
- 4 - Deep Marsh
- 5 - Shallow Open Water
- 6 - Shrub Swamp
- 7 - Wooded Swamp
- 8 - Bogs
- Municipal and Industrial Activities
- Riverine Systems

Slope

- ≤ 18
- $\geq 18.1 < 30$
- ≥ 30

Zoning

- 1 - Rural Residential
- 2 - Farm Residential
- 3 - Recreational Commercial
- 4 - Light Industrial / Commercial
- 5 - Indust
- 6 - Public
- M - Munic

App State

Click to restore the map extent and layers visibility where you left off.

100ft

PCBA 02
C: PCBA

David P. Eckstein and Jacalyn R. Ward-Eckstein
32382 Southwood Road, Grand Rapids, MN 55744
PID: 19-017-1304



Notes:

This site layout is approximate as
of June 18, 2024.
Not drawn to scale.



PID
19-017-4203

PID
19-017-4202

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 restricted 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: approval Date 11/18/92 Chairman Larry Key
Town Board or _____ or _____
Co. Comm. _____

Unorganized Town _____

Reasons for rejection: _____

NOV 23 1992

ITASCA COUNTY ZONING OFFICE

Amendment of Zoning Ordinance/Map approved by the Planning Commission on 12/2/92
rejected (date)

in accordance with the following reasons: _____

Signed: John R. Payne
(Planning Commission Chairman)

Amendment of Zoning Ordinance/Map approved by Board of County Commissioners 12/22/92
rejected (date)

Signed: Matt Humi
(County Board Chairman)

Return all copies (3) to the ZONING OFFICE, COURTHOUSE, GRAND RAPIDS, MN 55744

*** COUNTY BOARD USE ***
GUIDELINES FOR AMENDMENTS TO THE ZONING MAP

Applicant: David Eckstein & Jacalyn Ward-Eckstein
Property Location: 32382 Southwood Road, Grand Rapids, MN 55744
Parcel: 19-017-1304

Present Zoning District: Recreational Commercial
Proposed Zoning District: Rural Residential

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, August 20, 2024

REQUEST FOR BOARD ACTION: RBA-2024-343

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Michael Gibbons

AGENDA ITEM:

Application for Repurchase of Tax-Forfeited Parcel by John Cline

BOARD ACTION REQUESTED:

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

BACKGROUND:

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

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Repurchase Application Cline
2. Location_Map Cline

08/20/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 08/27/2024 2:30 PM
----------------	--------------------------------	---------------------------------



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, August 20, 2024

RESOLUTION

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

SECOND ADDITION TO SWAN LAKE

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

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

WHEREAS, the Itasca County Board of Commissioners on March 19, 2024, determined that said property requires environmental remediation per Minn. Stat. 282.261, and

WHEREAS, the Itasca County Land Department and Environmental Services coordinated with John Cline to clean up the property, and

WHEREAS, on August 19, 2024, the Itasca County Land and Environmental Services Departments visited the property after receiving notice that John Cline's property had been remedied and, after further inspection, agreed with the remedy, and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Dated 2-23, 2024

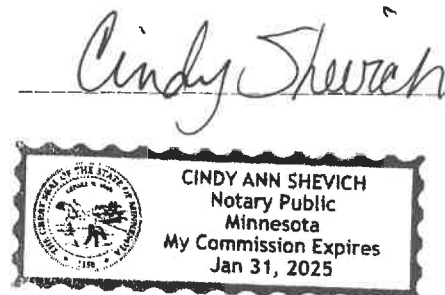
John Cline
John Cline

State of Minnesota }ss
County of Itasca

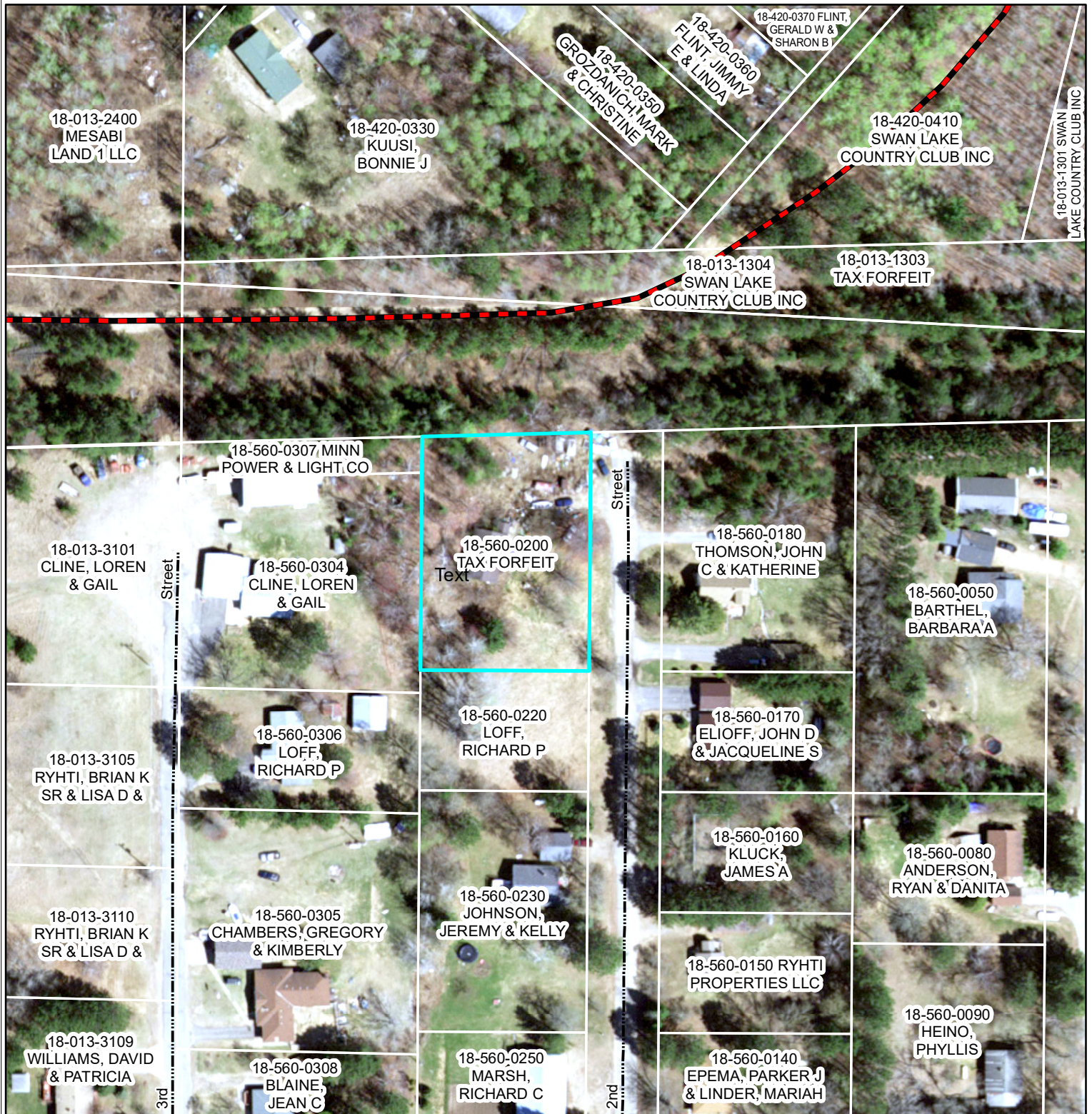
John Cline, being duly sworn, deposes and says: that they are the applicants and petitioners in the forgoing petition; that they have read said petition and knows the contents thereof; that the same is true of their own knowledge save as to the matters therein stated on information and belief and as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

Subscribed and sworn to before me this

23 day of February, 2024



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



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



0 25 50 100
Feet



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, August 20, 2024

REQUEST FOR BOARD ACTION: RBA-2024-346

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: Chair

AGENDA ITEM:

Sponsorship and/or Donation Request

BOARD ACTION REQUESTED:

Consider the request for a sponsorship or donation for the 2024 All-Terrain Vehicle Association of Minnesota (ATVMN) Ride & Rally Convention.

BACKGROUND:

Organization: All-Terrain Vehicle Association of Minnesota (ATVMN)

Website: ATVMN.org

This year the 2024 ATVMN Ride & Rally Convention is being held in Grand Rapids, MN and surrounding Itasca County on September 20th, 21st and 22nd. We are excited to reach out to this area and expand the recognition of the organization and the benefits provided to the entire State of Minnesota.

We are seeking sponsorship and/or donations for the Ride & Rally. This event is our largest fundraiser of the year, and your support will help the 70+ ATV Clubs and their 14,000+ members continue with the goal of providing more fun and safe ATV Trails along with the Youth ATV Certification and Safety Program and other tools to the clubs throughout the entire State of Minnesota. As part of this 3-day event there will be ride events in the Balsam and Pengilly\Goodland Areas.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. 2024 Ride & Rally Flyer
2. ATV MN Ride & Rally Sponsorship Brochure

08/20/2024

RESULT:	RECOMMENDED FOR REGULAR	NEXT: 08/27/2024 2:30 PM
----------------	--------------------------------	---------------------------------

ATV MINNESOTA

RIDE and Rally!

SEPTEMBER 20 - 22

2024

GRAND RAPIDS, MN

HOSTED BY:



REGISTER AT
[ATVMN.ORG](https://atvmn.org)

ATV MN Ride & Rally Sponsorship

2024

SEPT
20 - 22



HOSTED BY:



**NORTH WOODS
QUADS**





**FRI
SEPT
20**

**SAT
SEPT
21**

**SUN
SEPT
22**

The Ride & Rally is ATV MN's major fundraiser for the year. It supports our programs, projects, and publications; Minnesota Wheelin Magazine, lobbying efforts, and much more.

PRESIDENT'S RIDE

Friday: 10:00 am Ride from UPM Trailhead to Trails Inn Motel, Hill City. Lunch provided. 2:00 pm Return to UPM Trailhead

GUIDED RIDES

Saturday: Departure time dependent on ride option. Lunch and snack options per ride.

BANQUET

Saturday: 5:00 pm - 9:00 pm Timberlake Lodge Banquet Room. Meal, silent auction, live auction, and member meeting.

BUSINESS MEETING

Sunday: 9:00 am Driftskipper's Club House
33455 Wagon Wheel Court Rd
Grand Rapids, MN 55744



YOUR IMPACT

Your sponsorship allows ATV MN to continue to serve this sport and its proud community - today - and for generations to come!

ADVOCATE

ATV recreation with a focus on benefits of responsible behavior

ADVANCE

ATV use as a recreational opportunity and its importance to the state economy

ASSIST

Establish new ATV clubs and strengthen existing clubs with a shared vision and values

PROMOTE

Safe rider behavior through safety training programs with respect for the environment and in the accordance with the laws

INFORM

A source of information on recreation, clubs, activities and issues regarding the sport

LOBBY

Participate in the legislative process and public agency planning on matters of the ATV usage



SPONSORSHIP LEVELS

FULL THROTTLE (\$2,500+)

- Recognition before the event on the ATV MN website and social media
- Recognition during the event on banners and programs
- Three President's Ride registrations; includes lunch
- Opportunity to display business/club banner and share information
- Two banquet tickets

HALF- THROTTLE (\$1,000 - \$2,000)

- Recognition before the event on the ATV MN website and social media
- Recognition during the event on banners and programs
- Two President's Ride registrations; includes lunch
- Opportunity to display business/club banner and share information
- Two banquet tickets

IGNITION (\$500 - \$900)

- Recognition before the event on the ATV MN website and social media
- Recognition during the event in the event program

DONOR (\$50 - \$450)

- Recognition in the event program

SPECIALTY SPONSORSHIPS

GROUP RIDE SPONSORS \$1,000+

- Guides wear apparel with the guide sponsor logo
- Guides have sponsorship signage on their wheelers
- Trail Guides give verbal thank you/shout-outs during all trail rides
- Business listed in the banquet program and on the website
- Sponsorship in 2024 (one per guided ride available)
- One President's Ride registration (includes lunch) and one banquet ticket

PRESIDENT'S RIDE SPONSOR \$4,000+

- This is an exclusive sponsorship
 - Or can be offered to 2 (non-competing businesses as first come first serve)
- Guides wear apparel with the guide sponsor logo
- Guides have sponsorship signage on their wheelers
- Recognition during the ride to an exclusive guest list of sponsors, influential legislative professionals, ATV MN members, and fellow riders
- Business name & logo recognized in the banquet program and on the website
- Option to provide signage, business cards, and/or other promotional materials to the President's Ride participants
- Vendor booth option at the Trails Inn in Hill City and/or the banquet
- Four President's Ride registrations (includes lunch) and four banquet tickets



BANQUET SPONSOR \$5,000+

- This is an exclusive sponsorship
- Recognition during the event on the exclusive banner
- Recognition during the banquet to the exclusive guest list of sponsors, influential legislative professionals, ATV MN members, and fellow riders
- Business name & logo recognized in the banquet program and on the ATV MN website
- Option to provide signage, business cards, and/or other promotional material to the banquet participants
- Vendor booth option at the banquet
- Five President's Ride registrations (includes lunch) and five banquet tickets





IN-KIND SUPPORT

AUCTION

Variety of silent
auction items
valued at
\$100.00 or more
Variety of live
auction items
valued at
\$100.00 or more

MEDIA

Support for:
Printing
Signage
Services
Media

OTHER

Additional skills
or services that
could be of
benefit to the
Ride & Rally
event

***Contact us with In-Kind Sponsorship ideas
at:
rratvclub@gmail.com***



Pay Online:
ATV Minnesota Ride & Rally Sponsorship

Pay By Check:
Mail the form below and include check Payable to:

ATV MN - PO Box 300 Stacey, MN 55079

Or

Rapids Riders ATV Club, Inc. PO Box 5200 Grand Rapids, MN 55744

All organizations listed above are registered 501(c)3

Sponsor Level	Amount Pledged
--- Full-Throttle --- Half-Throttle --- Ignition --- Donor	\$-----
Specialty Level	Amount Pledged
--- Banquet Sponsor --- President's Ride --- Group Ride --- In-Kind	\$-----
Corporate Level	Amount Pledged
--- Platinum --- Gold --- Silver --- Bronze	\$-----

Name: _____

Company: _____

Address: _____

Phone/Cell: _____ Email: _____

Authorized Signature: _____



THANK YOU

CONTACT US



1-800-442-8826



atvmn.org



**atvmnoffice@atv
mn.org**



**ATV MN Minnesota | P.O. Box 300 |
Stacy, MN 55079**



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, August 20, 2024

REQUEST FOR BOARD ACTION: RBA-2024-249

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Michael Gibbons

AGENDA ITEM:

Application for Repurchase of Tax-Forfeited Parcel by Alan Wesley

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Repurchase of a Part of Government Lot One (1), Section Twenty-four (24), Township Fifty-five (55) North, Range Twenty-two (22) West.

BACKGROUND:

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

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Legal Description 14-124-4405
2. Location_Map
3. Application Wesley

08/20/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 08/27/2024 2:30 PM
----------------	--------------------------------	---------------------------------



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, August 20, 2024

RESOLUTION

RE: REPURCHASE OF PART OF GOVERNMENT LOT 1, SECTION 24, TOWNSHIP 55, RANGE 22 WEST, DESCRIBED IN THE ATTACHMENT

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

WHEREAS, the applicant, Alan Wesley, has applied to repurchase land held by the State of Minnesota in trust for the taxing districts legally described as:
PART OF GOVERNMENT LOT 1, SECTION 24, TOWNSHIP 55, RANGE 22 WEST, DESCRIBED
IN THE ATTACHMENT

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

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

NOW THEREFORE BE IT RESOLVED, the Itasca County Board approves the repurchase application by Alan Wesley, subject to payment including taxes, penalties and interest of \$253.34; deed tax \$1.65; deed fee \$25.00; recording fee \$46.00; and repurchase application fee \$300.00 for a total of \$625.99.

That part of Government Lot 1, Section Twenty-four (24), Township Fifty-five (55) North, Range Twenty-two (22) West, Itasca County, Minnesota, described as follows:

Beginning at the southeast corner of Lot 1, Block 1, BEAUTY-VILLE, according to the plat on file and of record in the Itasca County Recorder's Office (Document No. 403341). Thence North 63 degrees 57 minutes 17 seconds East, plat bearing, 266.00 along the easterly extension of the south line of said Lot 1, Block 1; thence North 12 degrees 01 minutes 41 seconds West 51.15 feet, to intersect the easterly extension of the northerly line of said Lot 1, Block 1; thence South 70 degrees 05 minutes 36 seconds West 287.58 feet to the northeast corner of Lot 1, Block 1; thence South 31 degrees 24 minutes 30 seconds East along the east line of Lot 1, Block 1, a distance of 80.73 feet to the point of beginning. Tract contains 0.41 acres more or less.

The State of Minnesota reserves a perpetual easement being a 66 foot strip of land for road purposes for ingress and egress over and across the existing road for access to Lots 1, 2, 3, 4, and 5, Block 2 and Outlot A of said plat and Government Lot 2, of Section Twenty-four (24), Township Fifty-five (55) North, Range Twenty-two (22) West, Itasca County, Minnesota.

AND

An easement for road purposes across Government Lots 1 and 2 Section Twenty-four (24), Township Fifty-five (55) North, Range Twenty-two (22) West of the Fourth Principal Meridian; said easement being 66.00 feet in width and lying 33.00 feet on both sides of the following described center line:

Commencing at the southeast corner of said Section Twenty-four (24); thence North 00 degrees 28 minutes 58 seconds East, assigned bearing along the east line of said Section Twenty-four (24), a distance of 441.74 feet to the point of beginning of the center line to be described; thence South 89 degrees 55 minutes 11 seconds West, 354.94 feet; thence westerly along a tangential curve, concave to the north, central angle 18 degrees 19 minutes 36 seconds, radius 400.00 feet, and length 127.94 feet; thence North 71 degrees 45 minutes 13 seconds West, 257.54 feet; thence westerly along a tangential curve, concave to the south, central angle 19 degrees 07 minutes 38 seconds, radius 1000.00 feet, arc length 333.83 feet to a point of reverse curvature; thence northwesterly along a reverse curve, central angle 59 degrees 28 minutes 21 seconds, radius 133.82 feet, arc length 138.90 feet; thence North 31 degrees 24 minutes 30 seconds West, 267.76 feet; thence northerly along a tangential curve, concave to the east, central angle 15 degrees 52 minutes 07 seconds, radius 210.14 feet, arc length 58.20 feet; thence North 15 degrees 32 minutes 23 seconds West, 505.01 feet; thence northerly along a tangential curve, concave to the east, central angle 29 degrees 33 minutes 20 seconds, radius 267.05 feet, arc length 137.76 feet; thence North 14 degrees 00 minutes 57 seconds East 184.10 feet; thence northerly along a tangential curve, concave to the west, central angle 89 degrees 13 minutes 38 seconds, radius 160.12 feet, arc length 249.35 feet; thence North 75 degrees 12 minutes 41 seconds West, 521.81 feet; thence westerly along a tangential curve, concave to the south, central angle 38 degrees 44 minutes 36 seconds, radius 238.94 feet, arc length 161.57 feet; thence South 66 degrees 02 minutes 43 seconds West, 92.70 feet to Point "A" and there terminate said center line; the side lines of the above described easement are to terminate at the easterly circumference of the following described circle:

An easement for road purposes lying within the circumference of a circle having a radius of 50.00 feet; the center of said circle is the point which bears South 75 degrees 15 minutes 52 seconds West a distance of 50.00 feet from said Point "A".

Said easement is hereby granted for benefit of access to all of the lots in the plat of BEAUTY-VILLE.

Repurchase of Parcel #14-124-4405
Pt of Gov't Lot 1, Section 24, Twp 55, Rge 22



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



0 2550 100
Feet

APPLICATION FOR REPURCHASE OF FORFEITED LANDS

Pursuant to Minnesota, Statutes Section 282.241

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

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

SEE ATTACHED EXHIBIT A

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

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

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

That the aggregate of all delinquent taxes and assessments, with penalties, costs and interest, exclusive of taxes and assessments to be reinstated as provided by Minnesota Statutes, Section 282.251, is the sum of Six hundred twenty-five and 99/100th Dollars (\$625.99), which includes (taxes, penalties & interest \$253.34; plus deed tax \$1.65; deed issuance fee \$25.00; recording fee \$46.00; application fee \$300.00)

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

Our family would like to continue to use this land. It lapsed due to not knowing it was separate. We use it for storage and have future developments in mind.

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

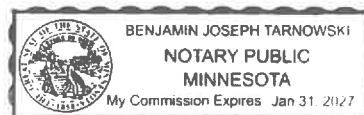
Dated MAY 16TH, 2024


Alan Wesley

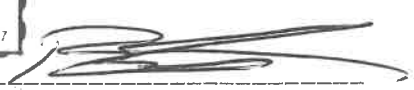
State of Minnesota } ss
County of Itasca

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

Subscribed and sworn to before me this



16TH day of MAY, 2024
BENJAMIN J. TARNOWSKI


Notary

That part of Government Lot 1, Section Twenty-four (24), Township Fifty-five (55) North, Range Twenty-two (22) West, Itasca County, Minnesota, described as follows:

Beginning at the southeast corner of Lot 1, Block 1, BEAUTY-VILLE, according to the plat on file and of record in the Itasca County Recorder's Office (Document No. 403341). Thence North 63 degrees 57 minutes 17 seconds East, plat bearing, 266.00 along the easterly extension of the south line of said Lot 1, Block 1; thence North 12 degrees 01 minutes 41 seconds West 51.15 feet, to intersect the easterly extension of the northerly line of said Lot 1, Block 1; thence South 70 degrees 05 minutes 36 seconds West 287.58 feet to the northeast corner of Lot 1, Block 1; thence South 31 degrees 24 minutes 30 seconds East along the east line of Lot 1, Block 1, a distance of 80.73 feet to the point of beginning. Tract contains 0.41 acres more or less.

The State of Minnesota reserves a perpetual easement being a 66 foot strip of land for road purposes for ingress and egress over and across the existing road for access to Lots 1, 2, 3, 4, and 5, Block 2 and Outlot A of said plat and Government Lot 2, of Section Twenty-four (24), Township Fifty-five (55) North, Range Twenty-two (22) West, Itasca County, Minnesota.

AND

An easement for road purposes across Government Lots 1 and 2 Section Twenty-four (24), Township Fifty-five (55) North, Range Twenty-two (22) West of the Fourth Principal Meridian; said easement being 66.00 feet in width and lying 33.00 feet on both sides of the following described center line:

Commencing at the southeast corner of said Section Twenty-four (24); thence North 00 degrees 28 minutes 58 seconds East, assigned bearing along the east line of said Section Twenty-four (24), a distance of 441.74 feet to the point of beginning of the center line to be described; thence South 89 degrees 55 minutes 11 seconds West, 354.94 feet; thence westerly along a tangential curve, concave to the north, central angle 18 degrees 19 minutes 36 seconds, radius 400.00 feet, and length 127.94 feet; thence North 71 degrees 45 minutes 13 seconds West, 257.54 feet; thence westerly along a tangential curve, concave to the south, central angle 19 degrees 07 minutes 38 seconds, radius 1000.00 feet, arc length 333.83 feet to a point of reverse curvature; thence northwesterly along a reverse curve, central angle 59 degrees 28 minutes 21 seconds, radius 133.82 feet, arc length 138.90 feet; thence North 31 degrees 24 minutes 30 seconds West, 267.76 feet; thence northerly along a tangential curve, concave to the east, central angle 15 degrees 52 minutes 07 seconds, radius 210.14 feet, arc length 58.20 feet; thence North 15 degrees 32 minutes 23 seconds West, 505.01 feet; thence northerly along a tangential curve, concave to the east, central angle 29 degrees 33 minutes 20 seconds, radius 267.05 feet, arc length 137.76 feet; thence North 14 degrees 00 minutes 57 seconds East 184.10 feet; thence northerly along a tangential curve, concave to the west, central angle 89 degrees 13 minutes 38 seconds, radius 160.12 feet, arc length 249.35 feet; thence North 75 degrees 12 minutes 41 seconds West, 521.81 feet; thence westerly along a tangential curve, concave to the south, central angle 38 degrees 44 minutes 36 seconds, radius 238.94 feet, arc length 161.57 feet; thence South 66 degrees 02 minutes 43 seconds West, 92.70 feet to Point "A" and there terminate said center line; the side lines of the above described easement are to terminate at the easterly circumference of the following described circle:

An easement for road purposes lying within the circumference of a circle having a radius of 50.00 feet; the center of said circle is the point which bears South 75 degrees 15 minutes 52 seconds West a distance of 50.00 feet from said Point "A".

Said easement is hereby granted for benefit of access to all of the lots in the plat of BEAUTY-VILLE.