



# ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, August 27, 2024

2:30 PM

Itasca County Boardroom

## FINAL

### REGULAR SESSION MINUTES

#### I. CALL TO ORDER

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

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

#### II. PLEDGE OF ALLEGIANCE

#### III. APPROVAL OF AGENDA

**Motion To:** Add Item #6.11 (Caltopo Software Presentation), and approve the agenda, as amended

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

#### IV. MINUTES APPROVAL

**Motion To:** Approve the Minutes as delineated below.

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

1. Approve the minutes of the Tuesday, August 20, 2024 County Board Work Session.

#### V. CONSENT AGENDA

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

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

1. Approve the Truancy Prevention Contract between ICHHS and Ross Resources, Ltd., for the

period of September 1, 2024 through August 31, 2025.

2. 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.
3. 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.
4. 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.
5. Approve Itasca County Service Contract with Minnesota Pergolas for the amount of \$54,550.00 and authorize necessary signatures.
6. Adopt the Resolution Re: Repurchase of Lots Twenty (20) and Twenty-one (21), Second Addition to Swan Lake.

#### **VI. REGULAR AGENDA**

1. Receive Citizen Input  
No Citizen input provided.
2. To recognize those employees who have either experienced a job change, given notice of leaving employment, received commendation, or to welcome any new employees.  
Farewell to Olivia O'Hern, whose last day as Corrections Deputy with the Sheriff's Department was August 17th, 2024, after 4 months of service.

Welcome to new employee, Cadence Erickson, Corrections Deputy, with the Sheriff's Department, which was effective August 19, 2024.

Welcome to new employee, K Rice, Eligibility Specialist, with the HHS Department, which was effective August 19, 2024.

Welcome to new employee, Christopher Lipsy, Corrections Deputy, with the Sheriff's Department, which was effective August 20, 2024.

Welcome to new employee, Jodi Bullock, Eligibility Specialist, with the HHS Department, which was effective August 20, 2024.

Welcome to new employee, Taylor Clark, Administrative Support, with the Environmental Services Department, which was effective August 20, 2024.

Welcome to new employee, Spring Higley, Park Operations Coordinator, with the Land Department, which was effective August 26, 2024.

Welcome to new employee, Jessica Jahn, Assessor/Appraiser I with the Assessor's Department, which was effective August 26, 2024.

Farewell to Angela Watson, whose last day as Case Aide, with the HHS Department was August 20, 2024, after 14+ years of service.

Welcome to new employee, Troy Harthan, Custodian, with Facilities/ASD, which was effective August 26, 2024.

|                |                                        |
|----------------|----------------------------------------|
| <b>RESULT:</b> | <b>INFORMATIONAL - NO ACTION TAKEN</b> |
|----------------|----------------------------------------|

3. Approve Commissioner Warrants with a check date of August 30, 2024, in the amount of \$2,912,540.32.

**Motion To:** Approve Commissioner Warrants with a check date of August 30, 2024, in the amount of \$2,912,540.32.

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Burl Ives                                          |
| <b>SECONDER:</b> | Commissioner Cory Smith                                         |
| <b>AYES:</b>     | Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema |

4. Approve the Itasca County Health and Human Services (ICHHS) Department Warrants for August 2024, in the amount of \$1,167,854.69.

**Motion To:** Approve the Itasca County Health and Human Services (ICHHS) Department Warrants for July 2024, in the amount of \$1,167,854.69.

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Cory Smith                                         |
| <b>SECONDER:</b> | Commissioner Terry Snyder                                       |
| <b>AYES:</b>     | Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema |

5. Receive a Second Harvest Northland presentation.

President/CEO Shaye Moris provided information regarding Second Harvest Northland.

|                |                                        |
|----------------|----------------------------------------|
| <b>RESULT:</b> | <b>INFORMATIONAL - NO ACTION TAKEN</b> |
|----------------|----------------------------------------|

6. Discussion

**Motion To:** Approve the posting of vacant positions with approval of Board Chair and County Administrator, effective immediately.

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Cory Smith                                         |
| <b>SECONDER:</b> | Commissioner Casey Venema                                       |
| <b>AYES:</b>     | Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema |

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

**Motion To:** Approve the sponsorship of the 2024 All-Terrain Vehicle Association of Minnesota (ATVMN) Ride and Rally Convention for the amount of \$1000.00 to come from TED (Tourism & Economic Development) funds.

|                  |                                                      |
|------------------|------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (4 TO 0)</b>                             |
| <b>MOVER:</b>    | Cory Smith                                           |
| <b>SECONDER:</b> | Terry Snyder                                         |
| <b>AYES:</b>     | Cory Smith, Terry Snyder, John Johnson, Casey Venema |
| <b>ABSTAIN:</b>  | Burl Ives                                            |

8. Receive the 2023 Soil & Water Conservation District (SWCD) Activities Report.

District Manager/Water Plan Coordinator, Andy Arens provided information on 2023 SWCD Activities.

|                |                                        |
|----------------|----------------------------------------|
| <b>RESULT:</b> | <b>INFORMATIONAL - NO ACTION TAKEN</b> |
|----------------|----------------------------------------|

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

Utilization Management Director, Peggy Rosik provided information regarding the Annual Emergency Utilization Pharmacy Report for DHS.

|                |                                        |
|----------------|----------------------------------------|
| <b>RESULT:</b> | <b>INFORMATIONAL - NO ACTION TAKEN</b> |
|----------------|----------------------------------------|

10. Reallocate 1 Public Health Nurse (PHN) position to Social Worker-Home and Community Based (HCBS).

**Motion To:** Reallocate 1 Public Health (PHN) Position to Social Worker-Home and Community Based (HCBS).

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Cory Smith                                         |
| <b>SECONDER:</b> | Commissioner Burl Ives                                          |
| <b>AYES:</b>     | Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema |

11. Receive highlights on Caltopo software.

Itasca County Sheriff, Joe Dasovich provided information on Caltopo Software.

|                |                                        |
|----------------|----------------------------------------|
| <b>RESULT:</b> | <b>INFORMATIONAL - NO ACTION TAKEN</b> |
|----------------|----------------------------------------|

## VII. COMMISSIONER COMMENTS

Commissioner Ives offered condolences to former Commissioner Davin Tinquist and family for their recent loss.

Commissioner Smith provided comment regarding Mesabi Metallica having a gathering at the Fire Department in Squaw Lake at 6:00 pm on September 9, 2024.

Commissioner Venema provided comment on the Masons donating 40 Fire Suppression Systems to the Sheriff Department.

Commissioner Johnson provided comment on attending the Northwest Regional Conservation Summit. He also offered condolences to former Commissioner Matthew Huju's family and friends due to his passing.

## RECESS

Chair Johnson recessed the meeting at 4:14 PM.

## RECONVENE

Chair Johnson reconvened the meeting at 4:21 PM, with all members present.

## VIII. CLOSED SESSIONS

1. Hold a Closed Session per MN Statutes 13D.05, Subd. 3(d) Re: Courthouse Security.

**Motion To:** Go into Closed Session per MN Statutes 13D.05 Subd. 3(d) Re: Courthouse Security

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Cory Smith                                         |
| <b>SECONDER:</b> | Commissioner Terry Snyder                                       |
| <b>AYES:</b>     | Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema |

Others Present: MIS Director Jennifer Sutherland, County Administrator Brett Skyles, and Administrative Assistant Shelley Kebart.

**Motion To:** Go into Open Session.

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Cory Smith                                         |
| <b>SECONDER:</b> | Commissioner Casey Venema                                       |
| <b>AYES:</b>     | Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema |



|                |                                        |
|----------------|----------------------------------------|
| <b>RESULT:</b> | <b>INFORMATIONAL - NO ACTION TAKEN</b> |
|----------------|----------------------------------------|

**RECESS**

Chair Johnson recessed the meeting at 5:15 PM.

**RECONVENE**

Chair Johnson reconvened the meeting at 5:17 PM, with all members present.

2. Hold a Closed Session per MN Statutes 13D.03 Re: Labor Negotiations.

**Motion To:** Go into Closed Session per MN Statutes 13D.03 Re: Labor Negotiations.

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Terry Snyder                                       |
| <b>SECONDER:</b> | Commissioner Casey Venema                                       |
| <b>AYES:</b>     | Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema |

Others Present: County Administrator Brett Skyles.

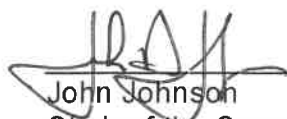
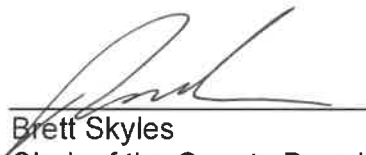
**Motion To:** Go into Open Session.

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Terry Snyder                                       |
| <b>SECONDER:</b> | Commissioner Casey Venema                                       |
| <b>AYES:</b>     | Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema |

|                |                                        |
|----------------|----------------------------------------|
| <b>RESULT:</b> | <b>INFORMATIONAL - NO ACTION TAKEN</b> |
|----------------|----------------------------------------|

**IX. ADJOURN**

Chair Johnson adjourned the meeting at 5:47 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 27, 2024

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**RESOLUTION 2024-38**

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**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.

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Ives                                               |
| <b>SECONDER:</b> | Commissioner Snyder                                             |
| <b>AYES:</b>     | Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema |

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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 27th 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 27th day of August A.D. 2024.

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

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Administrator



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, August 27, 2024

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**RESOLUTION 2024-39**

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**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.

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Ives                                               |
| <b>SECONDER:</b> | Commissioner Snyder                                             |
| <b>AYES:</b>     | 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 27th 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 27th day of August A.D. 2024.

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

Administrator



August 27, 2024

Chair:

**PULL:** None

**ADDITIONS:**

1. Item #6.11 – Caltopo software presentation

**CHANGES:** None

**INFORMATIONAL:** None



# ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, August 20, 2024

2:30 PM

Itasca County Boardroom

## DRAFT

### WORK SESSION MINUTES

#### I. CALL TO ORDER

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

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

#### II. PLEDGE OF ALLEGIANCE

#### III. APPROVAL OF AGENDA

**Motion To:** Pull Item #5.4 (Application for Repurchase of Tax-Forfeited Parcel by Alan Wesley), add the item as Item #6.4, and approve the agenda, as amended.

**RESULT:** APPROVED (5 TO 0)  
**MOVER:** Commissioner Cory Smith  
**SECONDER:** Commissioner Terry Snyder  
**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 Wednesday, August 14, 2024 County Board Regular Session.

#### V. RECOMMENDED FOR CONSENT AGENDA

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

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

2. 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.

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

3. 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.

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



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

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

## VI. DISCUSSION / INFORMATIONAL

1. Citizen Input  
No citizen input provided.
2. Public Hearing Re: Rezone Application of David Eckstein

**Motion To:** Open the Public Hearing Re: Rezone Application of David Eckstein.

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

**Motion To:** Close the above public hearing.

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

**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

3. Application for Repurchase of Tax-Forfeited Parcel by John Cline  
Assistant Land Commissioner Michael Gibbons provided information regarding the request to adopt the Resolution Re: Repurchase of Lots Twenty (20) and Twenty-one (21), Second Addition to Swan Lake.

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

4. Sponsorship and/or Donation Request  
Chair Johnson provided information regarding the request to consider a sponsorship or donation for the 2024 All-Terrain Vehicle Association of Minnesota (ATVMN) Ride and Rally Convention to be held in the Grand Rapids area from September 20-22, 2024.

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

5. Application for Repurchase of Tax-Forfeited Parcel by Alan Wesley  
Assistant Land Commissioner Michael Gibbons provided information regarding the request to 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.

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

## VII. COMMITTEE REPORTS

Commissioner Snyder reported on his attendance at recent Itasca County Township Association (ICTA), Fairground Task Force, and Itasca Economic Development Corporation (IEDC) meetings.

Commissioner Smith reported on his attendance at the recent Budget Work Sessions.

Commissioner Venema reported on his attendance at a recent 169 Coalition membership meeting, an Ambulance Service meeting with the City of Nashwauk, a ribbon cutting event for the AEOA Homeless Shelter in Hibbing, a Balsam Township meeting, and a 169 Safety Task Force meeting.

Commissioner Johnson reported on his attendance at recent Budget Work Sessions and an Air Permit meeting for Mag Iron, as well as Election Certification participation.

**VIII. ADMINISTRATOR UPDATE**

**IX. COMMISSIONER COMMENTS**

Commissioner Ives provided comment regarding the YMCA Rent Concession item and the area need for childcare.

Interim County Attorney Fauchald provided comment regarding the desire to renegotiate labor contracts.

Commissioner Johnson provided comment regarding the recent Itasca County Fair.

**X. CLOSED SESSIONS**

**XI. ADJOURN**

Chair Johnson adjourned the meeting at 3:01 PM.

**ATTEST**

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John Johnson  
Chair of the County Board

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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 27, 2024

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**REQUEST FOR BOARD ACTION: RBA-2024-337**

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**DEPARTMENT:** Health & Human Services

**TIME REQUESTED:** < 5 Minutes

**PRESENTER:** Eric Villeneuve

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**AGENDA ITEM:**

Ross Resources, Ltd Truancy Prevention Services Contract

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**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

|                |                                |                                 |
|----------------|--------------------------------|---------------------------------|
| <b>RESULT:</b> | <b>RECOMMENDED FOR CONSENT</b> | <b>NEXT: 08/27/2024 2:30 PM</b> |
|----------------|--------------------------------|---------------------------------|

08/27/2024

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Burl Ives                                          |
| <b>SECONDER:</b> | Commissioner Terry Snyder                                       |
| <b>AYES:</b>     | Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema |

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 6<sup>th</sup> 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 6<sup>th</sup> 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 6<sup>th</sup> 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 27, 2024

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**REQUEST FOR BOARD ACTION: RBA-2024-338**

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**DEPARTMENT:** Health & Human Services

**TIME REQUESTED:** < 5 Minutes

**PRESENTER:** Naesa Myers

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**AGENDA ITEM:**

Mutual Aid Agreement for Public Health and Human Services

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**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

|                |                                |                                 |
|----------------|--------------------------------|---------------------------------|
| <b>RESULT:</b> | <b>RECOMMENDED FOR CONSENT</b> | <b>NEXT: 08/27/2024 2:30 PM</b> |
|----------------|--------------------------------|---------------------------------|

08/27/2024

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Burl Ives                                          |
| <b>SECONDER:</b> | Commissioner Terry Snyder                                       |
| <b>AYES:</b>     | Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema |

# **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 27, 2024

---

**REQUEST FOR BOARD ACTION: RBA-2024-345**

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**DEPARTMENT:** Health & Human Services

**TIME REQUESTED:** < 5 Minutes

**PRESENTER:** Eric Villeneuve

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**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

|                |                                |                                 |
|----------------|--------------------------------|---------------------------------|
| <b>RESULT:</b> | <b>RECOMMENDED FOR CONSENT</b> | <b>NEXT: 08/27/2024 2:30 PM</b> |
|----------------|--------------------------------|---------------------------------|

08/27/2024

|                |                          |
|----------------|--------------------------|
| <b>RESULT:</b> | <b>APPROVED (5 TO 0)</b> |
| <b>MOVER:</b>  | Commissioner Burl Ives   |

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>SECONDER:</b> | Commissioner Terry Snyder                                       |
| <b>AYES:</b>     | Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema |



FOR YOUTH DEVELOPMENT  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY

August 13, 2024

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

Mr. Eric Villeneuve  
Health & Human Services Director  
1209 NE 2<sup>nd</sup> 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 27, 2024

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**REQUEST FOR BOARD ACTION: RBA-2024-249**

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**DEPARTMENT:** Land Department

**TIME REQUESTED:** < 5 Minutes

**PRESENTER:** Michael Gibbons

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**AGENDA ITEM:**

Application for Repurchase of Tax-Forfeited Parcel by Alan Wesley

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**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

|                |                                |                                 |
|----------------|--------------------------------|---------------------------------|
| <b>RESULT:</b> | <b>RECOMMENDED FOR CONSENT</b> | <b>NEXT: 09/03/2024 2:30 PM</b> |
|----------------|--------------------------------|---------------------------------|

08/27/2024

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Burl Ives                                          |
| <b>SECONDER:</b> | Commissioner Terry Snyder                                       |
| <b>AYES:</b>     | 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 27, 2024

---

**RESOLUTION 2024-38**

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**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.

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Burl Ives                                          |
| <b>SECONDER:</b> | Commissioner Terry Snyder                                       |
| <b>AYES:</b>     | Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema |

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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 27th 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 27th day of August A.D. 2024.

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

---

Administrator

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





# 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.

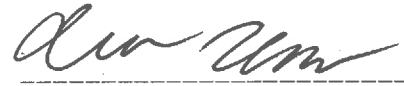
That the aggregate of all delinquent taxes and assessments, with penalties, costs and interest, exclusive of taxes and assessments to be reinstated as provided by Minnesota Statutes, Section 282.251, is the sum of Six hundred twenty-five and 99/100th Dollars (\$625.99), which includes (taxes, penalties & 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.

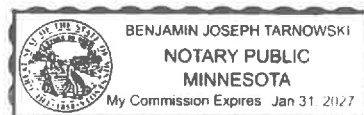
Dated MAY 16<sup>th</sup>, 2024

  
Alan Wesley

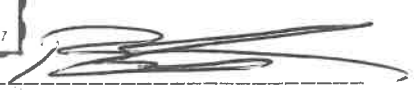
State of Minnesota } ss  
County of Itasca

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



16<sup>th</sup> 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.



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, August 27, 2024

---

**REQUEST FOR BOARD ACTION: RBA-2024-342**

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**DEPARTMENT:** Land Department

**TIME REQUESTED:** < 5 Minutes

**PRESENTER:** Sara Thompson

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**AGENDA ITEM:**

Minnesota Pergolas Services Contract

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**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

|                |                                |                                 |
|----------------|--------------------------------|---------------------------------|
| <b>RESULT:</b> | <b>RECOMMENDED FOR CONSENT</b> | <b>NEXT: 08/27/2024 2:30 PM</b> |
|----------------|--------------------------------|---------------------------------|

08/27/2024

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Burl Ives                                          |
| <b>SECONDER:</b> | Commissioner Terry Snyder                                       |
| <b>AYES:</b>     | Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema |



# **County of Itasca, Minnesota**

## **Service Contract**

### **A.1 DATES AND PARTIES**

A.1.1 THIS CONTRACT, made this **27<sup>th</sup> 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 5<sup>th</sup> 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 27<sup>th</sup> day of August 2024.

**Minnesota Pergolas  
Kregg Weispfenning Companies, LLC  
16151 5<sup>th</sup> 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 31<sup>st</sup>, 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 5<sup>th</sup> 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 27, 2024

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**REQUEST FOR BOARD ACTION: RBA-2024-343**

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**DEPARTMENT:** Land Department

**TIME REQUESTED:** < 5 Minutes

**PRESENTER:** Michael Gibbons

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**AGENDA ITEM:**

Application for Repurchase of Tax-Forfeited Parcel by John Cline

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**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

|                |                                |                                 |
|----------------|--------------------------------|---------------------------------|
| <b>RESULT:</b> | <b>RECOMMENDED FOR CONSENT</b> | <b>NEXT: 08/27/2024 2:30 PM</b> |
|----------------|--------------------------------|---------------------------------|

08/27/2024

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Burl Ives                                          |
| <b>SECONDER:</b> | Commissioner Terry Snyder                                       |
| <b>AYES:</b>     | 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 27, 2024

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**RESOLUTION 2024-39**

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**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.

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Burl Ives                                          |
| <b>SECONDER:</b> | Commissioner Terry Snyder                                       |
| <b>AYES:</b>     | 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 27th 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 27th day of August A.D. 2024.

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

Administrator

**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 72/100<sup>th</sup> 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*

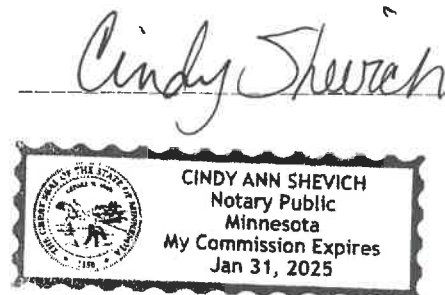
*John Cline*  
John Cline

**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.**

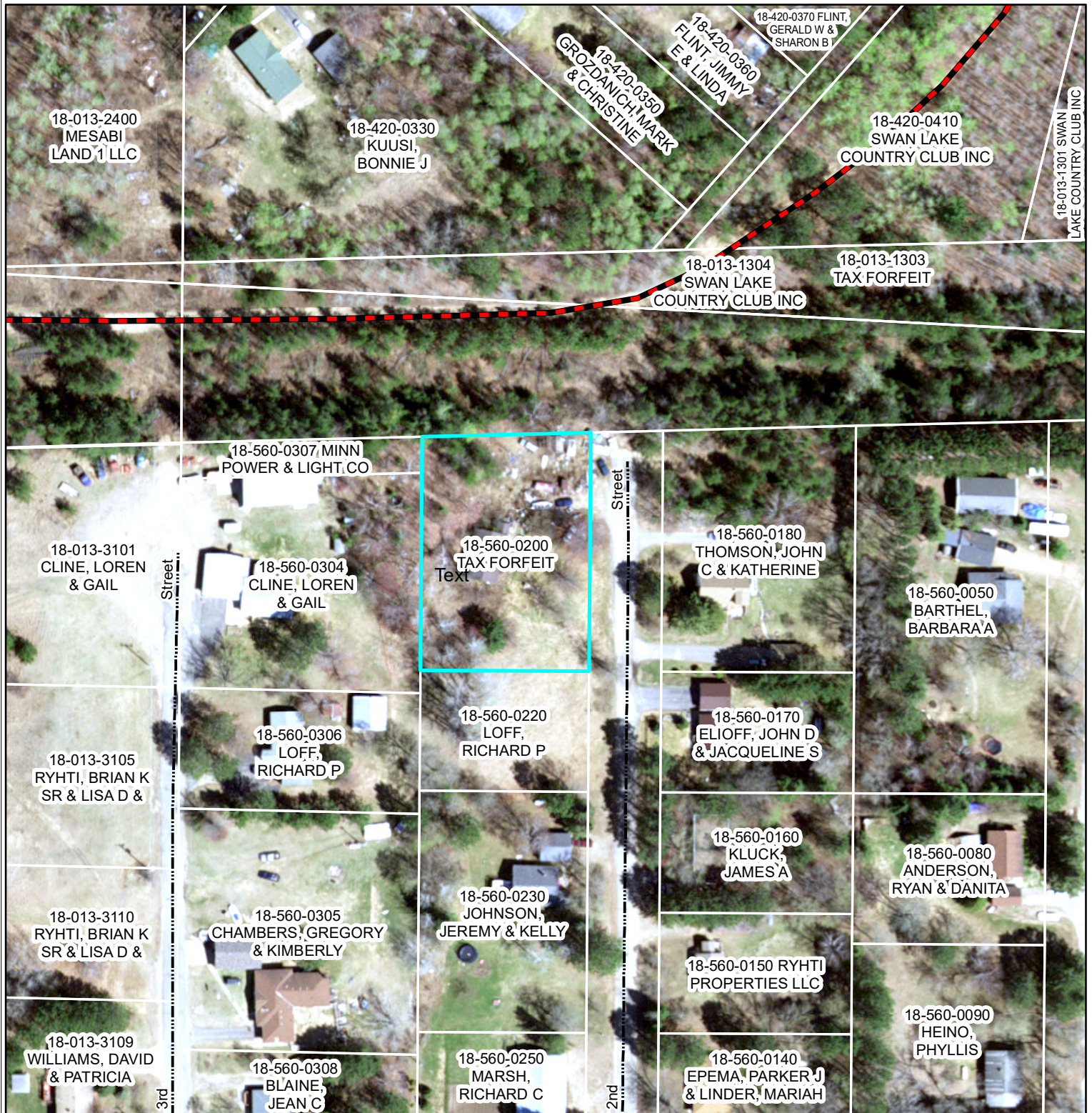
**Subscribed and sworn to before me this**

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  
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**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, August 27, 2024

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**REQUEST FOR BOARD ACTION: RBA-2024-97**

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**DEPARTMENT:** Administrative Services

**TIME REQUESTED:** 10 Minutes

**PRESENTER:** Chair

---

**AGENDA ITEM:**

Citizen Input

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**BOARD ACTION REQUESTED:**

Receive Citizen Input

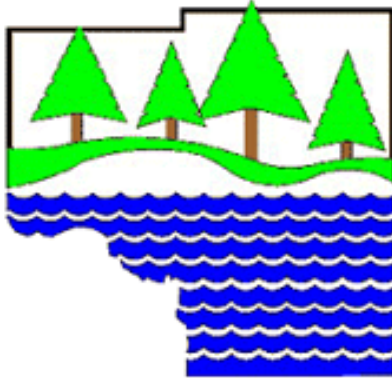
**BACKGROUND:**

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

|                |                                        |
|----------------|----------------------------------------|
| <b>RESULT:</b> | <b>INFORMATIONAL - NO ACTION TAKEN</b> |
|----------------|----------------------------------------|



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, August 27, 2024

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**REQUEST FOR BOARD ACTION: RBA-2024-3560**

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**DEPARTMENT:** Human Resources

**TIME REQUESTED:** < 5 Minutes

**PRESENTER:** Brett Skyles

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**AGENDA ITEM:**

Recognition of County Employees

---

**BOARD ACTION REQUESTED:**

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

Farewell to Olivia O'Hern, whose last day as Corrections Deputy with the Sheriff's Department was August 17th, 2024, after 4 months of service.

Welcome to new employee, Cadence Erickson, Corrections Deputy, with the Sheriff's Department, which was effective August 19, 2024.

Welcome to new employee, K Rice, Eligibility Specialist, with the HHS Department, which was effective August 19, 2024.

Welcome to new employee, Christopher Lipsy, Corrections Deputy, with the Sheriff's Department, which was effective August 20, 2024.

Welcome to new employee, Jodi Bullock, Eligibility Specialist, with the HHS Department, which was effective August 20, 2024.

Welcome to new employee, Taylor Clark, Administrative Support, with the Environmental Services Department, which was effective August 20, 2024.

Welcome to new employee, Spring Higley, Park Operations Coordinator, with the Land Department, which was effective August 26, 2024.

Welcome to new employee, Jessica Jahn, Assessor/Appraiser I with the Assessor's Department, which was effective August 26, 2024.

Farewell to Angela Watson, whose last day as Case Aide, with the HHS Department was August 20, 2024, after 14+ years of service.

Welcome to new employee, Troy Harthan, Custodian, with Facilities/ASD, which was effective August 26, 2024.

**BACKGROUND:**

**COUNTY ATTORNEY REVIEW:** N/A

**SUPPORTING DOCUMENTATION:** None

|                |                                        |
|----------------|----------------------------------------|
| <b>RESULT:</b> | <b>INFORMATIONAL - NO ACTION TAKEN</b> |
|----------------|----------------------------------------|



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, August 27, 2024

---

**REQUEST FOR BOARD ACTION: RBA-2024-123**

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**DEPARTMENT:** Auditor / Treasurer

**TIME REQUESTED:** < 5 Minutes

**PRESENTER:** Gail Guck

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**AGENDA ITEM:**

Commissioner Warrants

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**BOARD ACTION REQUESTED:**

Approve Commissioner Warrants with a check date of August 30, 2024, in the amount of \$2,912,540.32.

**BACKGROUND:**

**COUNTY ATTORNEY REVIEW:** N/A

**SUPPORTING DOCUMENTATION:** None

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Burl Ives                                          |
| <b>SECONDER:</b> | Commissioner Cory Smith                                         |
| <b>AYES:</b>     | 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 27, 2024

---

**REQUEST FOR BOARD ACTION: RBA-2024-137**

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**DEPARTMENT:** Health & Human Services

**TIME REQUESTED:** < 5 Minutes

**PRESENTER:** Christine Krebs

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**AGENDA ITEM:**

ICHHS Warrants

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**BOARD ACTION REQUESTED:**

Approve the Itasca County Health and Human Services (ICHHS) Department Warrants for August 2024, in the amount of \$1,167,854.69.

**BACKGROUND:**

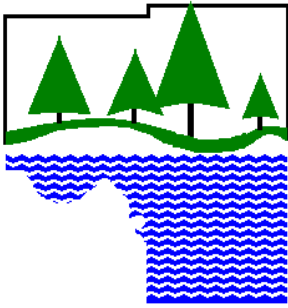
N/A

**COUNTY ATTORNEY REVIEW:** N/A

**SUPPORTING DOCUMENTATION:**

1. ICHHS report

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Cory Smith                                         |
| <b>SECONDER:</b> | Commissioner Terry Snyder                                       |
| <b>AYES:</b>     | Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema |



**ITASCA COUNTY HEALTH AND HUMAN SERVICES**  
**ITASCA RESOURCE CENTER**

1209 SE 2nd Avenue, Grand Rapids, MN 55744

Hearing Impaired Number TDD: 218-327-5549

**218-327-2941**

Visit us at : [www.co.itasca.mn.us](http://www.co.itasca.mn.us)

**August 2024**

|                                                         |                 |
|---------------------------------------------------------|-----------------|
| Income Maint/Admin Payments                             | \$ 160,842.89   |
| Social Services - Waivers                               | \$ 29,957.28    |
| Social Services - Non-Waivers                           | \$ 522,255.29   |
| Foster Care/Out of Home/FamilySupport                   | \$ 381,991.86   |
| Relative Custody/Preventive Placement Costs/Incidentals | \$ 49,497.69    |
| Public Health                                           | \$ 22,170.24    |
| Community Health Board                                  | \$ 1,139.44     |
| Total                                                   | \$ 1,167,854.69 |

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

**August 2024**  
**Out of Home Placement Breakdown**

| <b>Foster Care/Out-of-Home/Family Support Comparison</b> |                |                |                |                           |                |
|----------------------------------------------------------|----------------|----------------|----------------|---------------------------|----------------|
|                                                          | Actual<br>2024 | Actual<br>2023 | Actual<br>2022 | Actual<br>2021 (COVID Yr) | Actual<br>2020 |
| January                                                  | 358,655.03     | 481,711.66     | 433,150.76     | 375,450.87                | 459,792.92     |
| February                                                 | 392,553.96     | 553,117.21     | 348,631.48     | 276,036.33                | 591,619.05     |
| March                                                    | 406,513.25     | 549,963.91     | 390,198.68     | 470,336.10                | 503,054.15     |
| April                                                    | 490,023.47     | 519,051.04     | 552,814.60     | 327,746.28                | 447,083.94     |
| May                                                      | 499,374.53     | 438,535.58     | 487,698.28     | 435,540.15                | 533,038.47     |
| June                                                     | 358,348.53     | 563,762.89     | 585,853.92     | 453,742.31                | 382,221.73     |
| July                                                     | 424,373.46     | 429,881.33     | 400,212.87     | 295,647.79                | 361,553.69     |
| August                                                   | 381,991.86     | 482,732.73     | 484,467.08     | 406,809.83                | 324,126.58     |
| September                                                |                | 397,517.32     | 499,454.00     | 351,501.34                | 388,223.65     |
| October                                                  |                | 445,148.34     | 596,946.77     | 253,884.89                | 482,584.01     |
| November                                                 |                | 510,070.44     | 361,433.79     | 424,163.31                | 397,425.90     |
| December                                                 |                | 383,715.02     | 510,726.16     | 280,089.95                | 351,799.88     |
| Total                                                    | 3,311,834.09   | 5,755,207.47   | 5,651,588.39   | 4,350,949.15              | 5,222,523.97   |

| <b>Child Protection Statistics</b> |                         |                          |             |                    |                     |
|------------------------------------|-------------------------|--------------------------|-------------|--------------------|---------------------|
|                                    | Maltreatment<br>Reports | Opened<br>for Assessment | %<br>Opened | Children<br>Placed | %<br>Placed of Open |
| January                            | 49                      | 24                       | 49%         | 8                  | 33%                 |
| February                           | 35                      | 17                       | 49%         | 11                 | 65%                 |
| March                              | 38                      | 14                       | 37%         | 0                  | 0%                  |
| April                              | 40                      | 15                       | 38%         | 10                 | 67%                 |
| May                                | 36                      | 20                       | 56%         | 11                 | 55%                 |
| June                               | 38                      | 13                       | 34%         | 6                  | 46%                 |
| July                               | 27                      | 13                       | 48%         | 7                  | 54%                 |
| August                             | 42                      | 11                       | 26%         | 6                  | 55%                 |
| September                          |                         |                          | #DIV/0!     |                    | #DIV/0!             |
| October                            |                         |                          | #DIV/0!     |                    | #DIV/0!             |
| November                           |                         |                          | #DIV/0!     |                    | #DIV/0!             |
| December                           |                         |                          | #DIV/0!     |                    | #DIV/0!             |
|                                    | 305                     | 127                      | 42%         | 59                 | 46%                 |
|                                    | average                 |                          |             | average            |                     |
| 2023                               | 510                     | 275                      | 56%         | 84                 | 32%                 |
| 2022                               | 605                     | 300                      | 50%         | 96                 | 33%                 |
| 2021 (COVID Yr)                    | 522                     | 343                      | 67%         | 95                 | 28%                 |
| 2020                               | 573                     | 326                      | 56%         | 97                 | 33%                 |

**August 2024**  
**Out of Home Placement Payments by Vendor**

|                                 |   | Rate              | Invoices Paid     |
|---------------------------------|---|-------------------|-------------------|
| The Bridge Residential Facility | - | \$250/day         | \$ 72,165         |
| Northwestern MN Juvenile        | - | \$260-\$372/day   | \$ 67,559         |
| North Homes                     | - | \$175 - \$429/day | \$ 63,621         |
| Nexus                           | - | \$525/day         | \$ 45,846         |
| Snyders/Foundation for Life     | - | \$122/day         | \$ 21,400         |
| Northstar                       | - | \$128/day         | \$ 12,400         |
| Prairie Lakes Youth Program     | - | \$209 - \$239/day | \$ 11,654         |
| Northwood                       | - | \$294-\$331/day   | \$ 8,295          |
| Lutheran Social Services        | - | \$148-\$194/day   | \$ 5,010          |
| Lighthouse                      | - | \$128/day         | \$ 4,400          |
| Evergreen Shelter               | - |                   | \$ 1,270          |
| 180 Degrees Inc                 | - |                   | \$ -              |
| Anoka County Juvenile Center    | - | \$226 - \$282/day | \$ -              |
| Arrowhead Juvenile Center       | - | \$250/day         | \$ -              |
| Crow Wing Community Serv        | - | \$295/day         | \$ -              |
| Dakota County Juvenile Serv     | - | \$325 - \$340/day | \$ -              |
| Go Forward Group Home           | - | \$245/day         | \$ -              |
| Heartland Girls Ranch           | - | \$249 - \$316/day | \$ -              |
| Kidspeace Corp                  | - | \$266/day         | \$ -              |
| Kindred Family Focus            | - |                   | \$ -              |
| Little Sand Group Home          | - | \$366/day         | \$ -              |
| MCF - Redwing                   | - | \$260/day         | \$ -              |
| MN Dept of Corrections          | - | \$269/day         | \$ -              |
| New Trails Group Home           | - | \$242/day         | \$ -              |
| Pathfinders Children Treat      | - | \$106/day         | \$ -              |
| Peace House                     | - | \$115/day         | \$ -              |
| Port Group Homes                | - | \$269/day         | \$ -              |
| Serenity Christian Homes        | - | \$256.69/day      | \$ -              |
| St Cloud Children's Home        | - | \$221/day         | \$ -              |
| Village Ranch                   | - | \$175 - \$231/day | \$ -              |
| Volunteers of America           | - |                   | \$ -              |
| West Central Juvenile Center    | - | \$334/day         | \$ -              |
| Woodland Hills                  | - | \$152 - \$331/day | \$ -              |
|                                 |   |                   |                   |
| Individuals*                    | - | \$21 - \$121/day  | \$ 68,372         |
| <b>Total</b>                    |   |                   | <b>\$ 381,992</b> |

\*Individuals : Includes Foster Care & Family Support Programs



**August 2024**  
**North Homes & Northwestern Placement Breakdown**

| <b>North Homes</b> |                          |           |                 |                          |           |           |            |
|--------------------|--------------------------|-----------|-----------------|--------------------------|-----------|-----------|------------|
|                    | Assessment<br>Evaluation | Shelter   | Hawkins<br>Home | Boys & Girls<br>Programs | Cottage   | Foster    | Total      |
| Jan                | 7,263.05                 | 410.02    | 10,147.20       | 23,958.48                | 16,943.96 | 5,869.85  | 64,592.56  |
| Feb                | -                        | 6,396.26  | 10,485.44       | 19,965.40                | -         | 6,478.07  | 43,325.17  |
| Mar                | 12,082.25                | 3,280.16  | -               | 855.66                   | 20,692.67 | 7,986.16  | 44,896.90  |
| Apr                | 23,006.50                | 25,143.79 | 20,784.79       | 53,820.84                | 20,197.12 | 9,047.59  | 152,000.63 |
| May                | 9,045.02                 | 35,584.59 | 21,664.15       | 64,522.30                | 11,146.98 | 12,451.85 | 154,414.89 |
| Jun                | -                        | -         | -               | -                        | -         | -         | -          |
| Jul                | 5,072.10                 | 2,125.52  | 11,009.65       | 40,187.47                | -         | 9,542.84  | 67,937.58  |
| Aug                | 7,790.16                 | 7,439.32  | 12,638.16       | 35,753.70                | -         | -         | 63,621.34  |
| Sep                |                          |           |                 |                          |           |           | -          |
| Oct                |                          |           |                 |                          |           |           | -          |
| Nov                |                          |           |                 |                          |           |           | -          |
| Dec                |                          |           |                 |                          |           |           | -          |
|                    | 64,259.08                | 80,379.66 | 86,729.39       | 239,063.85               | 68,980.73 | 51,376.36 | 590,789.07 |

| <b>Northwestern</b> |   |             |                         |                     |                    |   |            |
|---------------------|---|-------------|-------------------------|---------------------|--------------------|---|------------|
|                     |   | Residential | Non-Secure<br>Detention | Secure<br>Detention | Satellite<br>Homes |   | Total      |
| Jan                 |   | 32,457.27   | 9,570.00                | 17,100.00           | 6,939.57           |   | 66,066.84  |
| Feb                 |   | 31,820.43   | 20,860.00               | 9,240.00            | 19,431.57          |   | 81,352.00  |
| Mar                 |   | 27,851.25   | 18,774.00               | 16,016.00           | 20,757.78          |   | 83,399.03  |
| Apr                 |   | 39,352.00   | 15,112.00               | 11,704.00           | 16,779.87          |   | 82,947.87  |
| May                 |   | 11,400.00   | 30,780.00               | 11,131.77           | 28,080.53          |   | 81,392.30  |
| Jun                 |   | 16,280.00   | 10,430.00               | 19,712.00           | 31,441.69          |   | 77,863.69  |
| Jul                 |   | 23,976.00   | 12,218.00               | 12,916.00           | 19,516.03          |   | 68,626.03  |
| Aug                 |   | 27,635.00   | 19,668.00               | 13,255.99           | 6,999.53           |   | 67,558.52  |
| Sep                 |   |             |                         |                     |                    |   | -          |
| Oct                 |   |             |                         |                     |                    |   | -          |
| Nov                 |   |             |                         |                     |                    |   | -          |
| Dec                 |   |             |                         |                     |                    |   | -          |
|                     | - | 210,771.95  | 137,412.00              | 111,075.76          | 149,946.57         | - | 609,206.28 |



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, August 27, 2024

---

**REQUEST FOR BOARD ACTION: RBA-2024-341**

---

**DEPARTMENT:** Administrative Services

**TIME REQUESTED:** 20 Minutes

**PRESENTER:** Shaye Moris

---

**AGENDA ITEM:**

Second Harvest Northland Presentation

---

**BOARD ACTION REQUESTED:**

Receive a Second Harvest Northland presentation.

**BACKGROUND:**

**COUNTY ATTORNEY REVIEW:** N/A

**SUPPORTING DOCUMENTATION:**

1. Itasca County Second Harvest Northland Presentation

|                |                                        |
|----------------|----------------------------------------|
| <b>RESULT:</b> | <b>INFORMATIONAL - NO ACTION TAKEN</b> |
|----------------|----------------------------------------|



SECOND HARVEST  
NORTHLAND

**Itasca County  
Board of Commissioners  
August 27, 2024**

# EVAN

“I’d rather eat food I don’t like, **than no food at all**”



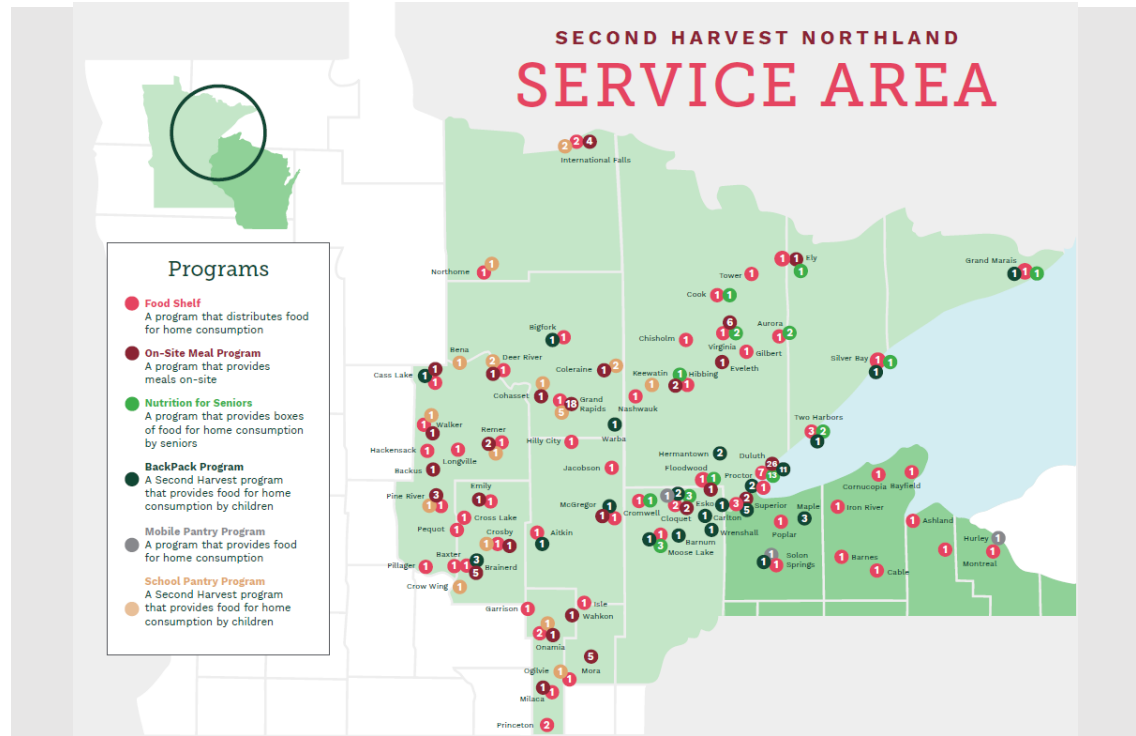
SECOND HARVEST  
NORTHLAND



# OUR IMPACT

Second Harvest Northland was formed with the merger of two similar and successful 40-year organizations (Second Harvest Northern Lakes Food Bank and Second Harvest North Central Food Bank) on January 1, 2024.

We ensure more than 10 million nutritious meals annually throughout our 15-county service area, reaching more than 70,000 food insecure children, seniors and adults through our network of agency and community partners (food shelves, on-site meal programs, tribal organizations) and our own direct services programs.



MEMBER OF  
**FEEDING  
AMERICA**



MEMBER OF  
**FEEDING  
AMERICA**



**SECOND HARVEST  
NORTHLAND**

# ABOUT US

## FOUNDED IN 1984

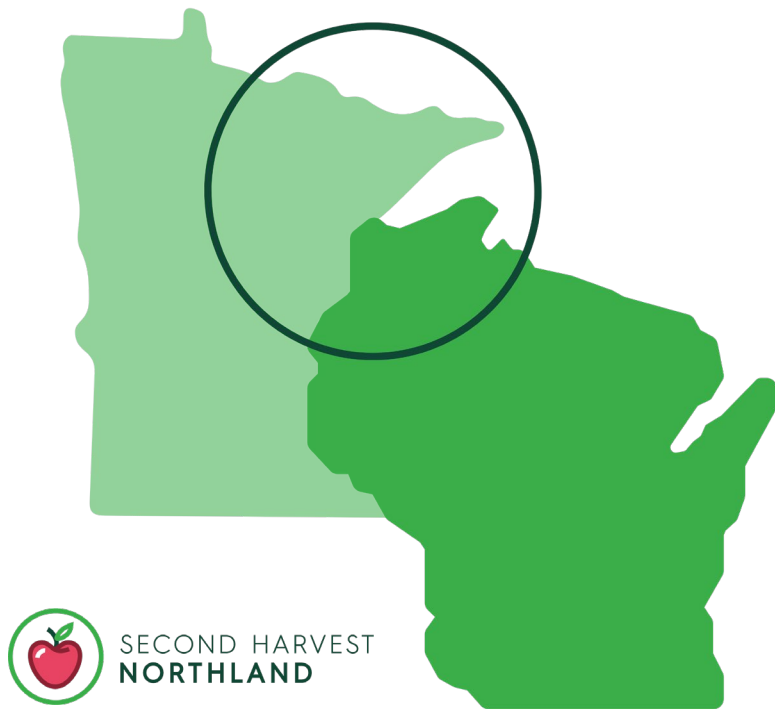
We are the Northland's largest  
hunger-relief organization and  
only "food bank"

## OUR VISION

Hunger-free communities  
where all voices are heard and  
valued

## OUR MISSION

End Hunger Together in  
NE Minnesota and NW Wisconsin



# OUR LEADERSHIP



**Shaye Moris**  
**President/CEO**

Shaye joined our organization in 1998, and with the retirement of colleague Sue Estee, now serves as the President/CEO of our newly merged organization Second Harvest Northland. She oversees an organization with a regional team of 31, a budget of \$5 million, and net assets totaling over \$20.9 million.



## Key Staff

- Kevin Bryant, Director of Operations
- Matt DeCook, Director of Finance
- Trisha Zimmerman, Director of Philanthropy
- Ashley Hall, Director of Partnerships and Programs



# BOARD LEADERSHIP

## Board Officers

Kate Dean, Board Chair

Erich Heppner, Board Vice Chair

Chris Thompson, Board Treasurer

Mike Stefan, Board Secretary



SECOND HARVEST  
NORTHLAND

- Charles “Huck” Andresen
- Jennifer Bymark
- Courtney Benson
- Mike Graves
- Ann Koetz
- Sarah McBroom
- Patrick Miner
- Tim Mowbray
- Diane Skelly
- Brianne Wagner



# THE NEED



- According to Feeding America’s “Map the Meal Gap,” **nearly 63,990 individuals including 18,390 children in our service area are food-insecure**
- Race and place-based inequities in food access exist – **rural and communities of color have a higher rate of food insecurity**
- High inflation and the end of USDA pandemic benefits like E-SNAP have led to a **30-40% increase in demand at the Northland food shelves we support**



SECOND HARVEST  
NORTHLAND

# OUR PROGRAMS

## Food Bank

- Our primary program, is serving as the region's only "food bank"
- We access nationally and regionally donated and purchased product for distribution to other eligible non-profit agencies (food shelves, on-site meal programs) and community partners (tribal organizations)
- All donated product is FREE to our partners, with the exception, of a nominal delivery charge

**As much as 90% of the food distributed by food shelves in their local communities comes from us!**



SECOND HARVEST  
NORTHLAND

# OUR PROGRAMS

## Direct Service Programs

- Food Shelf Program  
(Grand Rapids and Duluth)
- Mobile Food/Pop Up Pantry Programs
- Nutrition for Seniors Program
- School Pantry Program
- Backpack/Kids Pack Program

**Equity in food access is a priority in  
our 15-county region**



SECOND HARVEST  
NORTHLAND

# OUR IMPACT ITASCA COUNTY

- **Itasca County has a higher rate of food insecurity amongst its general population (12.2% vs. 9.4%) and population of children (17.7% vs. 14.2%)** when compared to Minnesota's state average
- **In Itasca County alone, nearly 1.2 million meals are distributed annually to 5,480 neighbors, including 1,620 children** – making it our second largest county of distribution and impact in our 15-county region
- **Itasca County partners like Northern Itasca Food Shelf, Palisade Food Shelf and Neighbors Helping Neighbors Food Shelf** report that as much as 90% of the food distributed in their local communities comes from us



SECOND HARVEST  
NORTHLAND



**“Without you, there’s a lot of people who wouldn’t get fed. I don’t know what we’d do without you”**

**Karl Oberstar  
Quad Cities Food Shelf  
Mt. Iron, MN**

# A VISION FOR OUR FUTURE



SECOND HARVEST  
NORTHLAND

## FY25 STRATEGIC PRIORITIES

- 1. Improve Neighbor Access and Experience** - prioritize efforts to ensure equitable access to preferred food, services and experiences, especially for disproportionately impacted neighbors and communities
- 2. Enhance Impact through Increased Organizational Capacity** - prioritize efforts to support our people, processes, and systems to increase our organizational effectiveness, efficiency, and impact



# STRATEGIC PRIORITIES



SECOND HARVEST  
NORTHLAND

## 1. Improve Neighbor Access and Experience

### Strategic Actions:

- Develop opportunities to learn from and with our neighbors to understand preferred food, services, and experiences (Community Needs Assessment – interviews, surveys, focus groups, etc.)
- Develop, engage, and support a diverse coalition of partners (neighbors, agency and community partners/leaders) to advance equitable access to preferred food, services, and experiences
- Develop and implement internal policies and procedures that support equitable access to preferred food, services and experiences

# STRATEGIC PRIORITIES



## PHASE 1



- Distribution Center (60,000+ sq. ft.)
- Freezer/Cooler (13,600 sq. ft.)
- Volunteer “Clean Room”
- Dedicated Program Space – Drive Through
- Operations Offices
- Exterior – Required parking, landscaping

**310% capacity increase for fresh and perishable food; 215% capacity increase for dry**

## 2. Enhance Impact through Increased Organizational Capacity

### Strategic Actions:

- Complete \$16.5 million Capital Campaign for phase 1 of new west Duluth facility
- Complete facility construction and move in January 2025
- Review and implement long-term facilities, vehicle, transportation, and logistics plan

# STRATEGIC PRIORITIES



## PHASE 2



- Dedicated Program Space – Market
- Volunteer Center
- Community Engagement Center
- Program Offices

## 2. Enhance Impact through Increased Organizational Capacity

### Strategic Actions:

- Begin \$3.5 million Capital Campaign for phase 2 of new west Duluth facility

When complete, our new facility will increase our organizational capacity to enhance our impact throughout our 15-county region – including **more and a better variety of nutritious food; higher quality, responsive programs, and reach; and enriching donor, volunteer and community experiences to deepen our public engagement.**



# OUR IMPACT



Our food provides stability and nourishes our Northland neighbors in need:

- It allows **children to grow up healthy**, focus and concentrate in school
- It ensures vitality, a sense of well-being and **stability for adults**
- It allows **seniors access to essential nutrients** which support their good health



SECOND HARVEST  
NORTHLAND

# Thank you for your time!



SECOND HARVEST  
NORTHLAND





**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, August 27, 2024

---

**REQUEST FOR BOARD ACTION: RBA-2024-347**

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**DEPARTMENT:** Administrative Services

**TIME REQUESTED:** 15 Minutes

**PRESENTER:** Chair

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**AGENDA ITEM:**

Vacant Position Posting Approval

---

**BOARD ACTION REQUESTED:**

Discussion

**BACKGROUND:**

**COUNTY ATTORNEY REVIEW:** N/A

**SUPPORTING DOCUMENTATION:** None

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Cory Smith                                         |
| <b>SECONDER:</b> | Commissioner Casey Venema                                       |
| <b>AYES:</b>     | 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 27, 2024

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**REQUEST FOR BOARD ACTION: RBA-2024-346**

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**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

|                |                                                         |
|----------------|---------------------------------------------------------|
| <b>RESULT:</b> | <b>RECOMMENDED FOR CONSENT NEXT: 08/27/2024 2:30 PM</b> |
|----------------|---------------------------------------------------------|

08/27/2024

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



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





# SPECIALTY SPONSORSHIPS

## 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](mailto: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***

|                                                                     |                       |
|---------------------------------------------------------------------|-----------------------|
| <b>Sponsor Level</b>                                                | <b>Amount Pledged</b> |
| --- Full-Throttle --- Half-Throttle --- Ignition --- Donor          | \$-----               |
| <b>Specialty Level</b>                                              | <b>Amount Pledged</b> |
| --- Banquet Sponsor --- President's Ride --- Group Ride --- In-Kind | \$-----               |
| <b>Corporate Level</b>                                              | <b>Amount Pledged</b> |
| --- 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 27, 2024

---

**REQUEST FOR BOARD ACTION: RBA-2024-352**

---

**DEPARTMENT:** Administrative Services

**TIME REQUESTED:** 20 Minutes

**PRESENTER:** Andy Arens

---

**AGENDA ITEM:**

2023 SWCD Activities Report

---

**BOARD ACTION REQUESTED:**

Receive the 2023 Soil & Water Conservation District (SWCD) Activities Report.

**BACKGROUND:**

**COUNTY ATTORNEY REVIEW:** N/A

**SUPPORTING DOCUMENTATION:**

1. 2023 SWCD Accomplishments Presentation

|                |                                        |
|----------------|----------------------------------------|
| <b>RESULT:</b> | <b>INFORMATIONAL - NO ACTION TAKEN</b> |
|----------------|----------------------------------------|

# Itasca County Soil and Water Conservation District (SWCD)

## 2023 Accomplishments Report

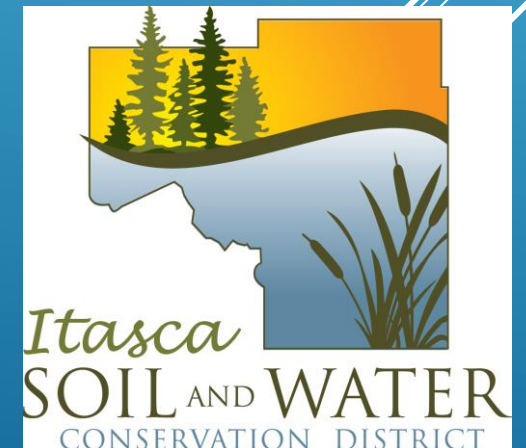
What is a “Soil and Water Conservation District” (SWCD) 101:

The Severe Dust Bowl years of 1930 to 1936 resulted in Federal ruling giving states the power to establish soil conservation districts.

The Minnesota legislature established SWCDs in 1937, as a 103c Political Subdivision of the State, and SWCDs are active today in all 87 Counties. Structure and names vary State to State, but Conservation District remain active in most Counties Nation wide.

The Mission of the Itasca County Soil and Water Conservation District (SWCD) is to provide a local organization through which landowners and operators, local units of government and state and federal agencies can cooperate to improve, develop and conserve soil, water, wildlife and recreational resources.

Although the Itasca SWCD is independent, we receive most of our funding from the County, most of which is pass through from the State for the administration of State programs.



# Current Elected Board of Supervisors



Chris Reed, District 1, Reporter



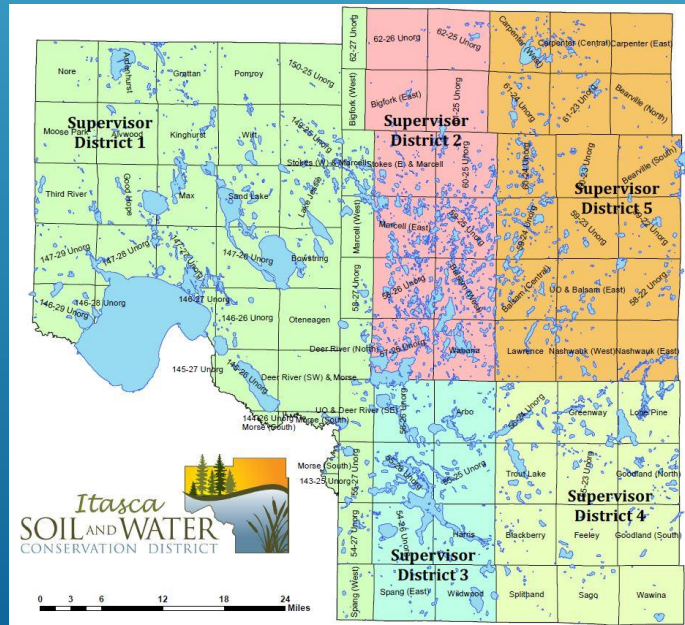
Tom Nelson, District 2, Vice Chair



Cal Saari, District 5, Chair



Paul Rustad, District 3, Treasurer



Mike Oja, District 4, Board Secretary



STAFF, Pictured left to right:

- \* Kathy Cone  
– Administrative Assistant
- \* Austin Steere  
– Projects Coordinator
- \* Matt Gutzmann  
– Water Resources Specialist
- \* Waylon Glienke  
– Wetland Specialist
- \* Bill Grantges  
– AIS Program Manager
- \* Chris Evans  
– AIS Monitoring & Control Specialist
- \* Andy Arens  
– District Manager & Water Plan Coord.



\* New July 15 2024: Matt Picklo - Soil Health Forester  
- In order to utilize 1W1P funding available to us, and achieve commitments, an additional staff was needed. A 4 year BWSR soil health grant covers 40% of the position, and additional 1W1P funding will cover the majority of the balance, now and into the future.





## ***FOUR STATE PROGRAMS DELEGATED TO ITASCA COUNTY, AND ADMINISTERED BY THE SWCD***

### **1. Mn DNR Aquatic Invasive Species program (AIS)**

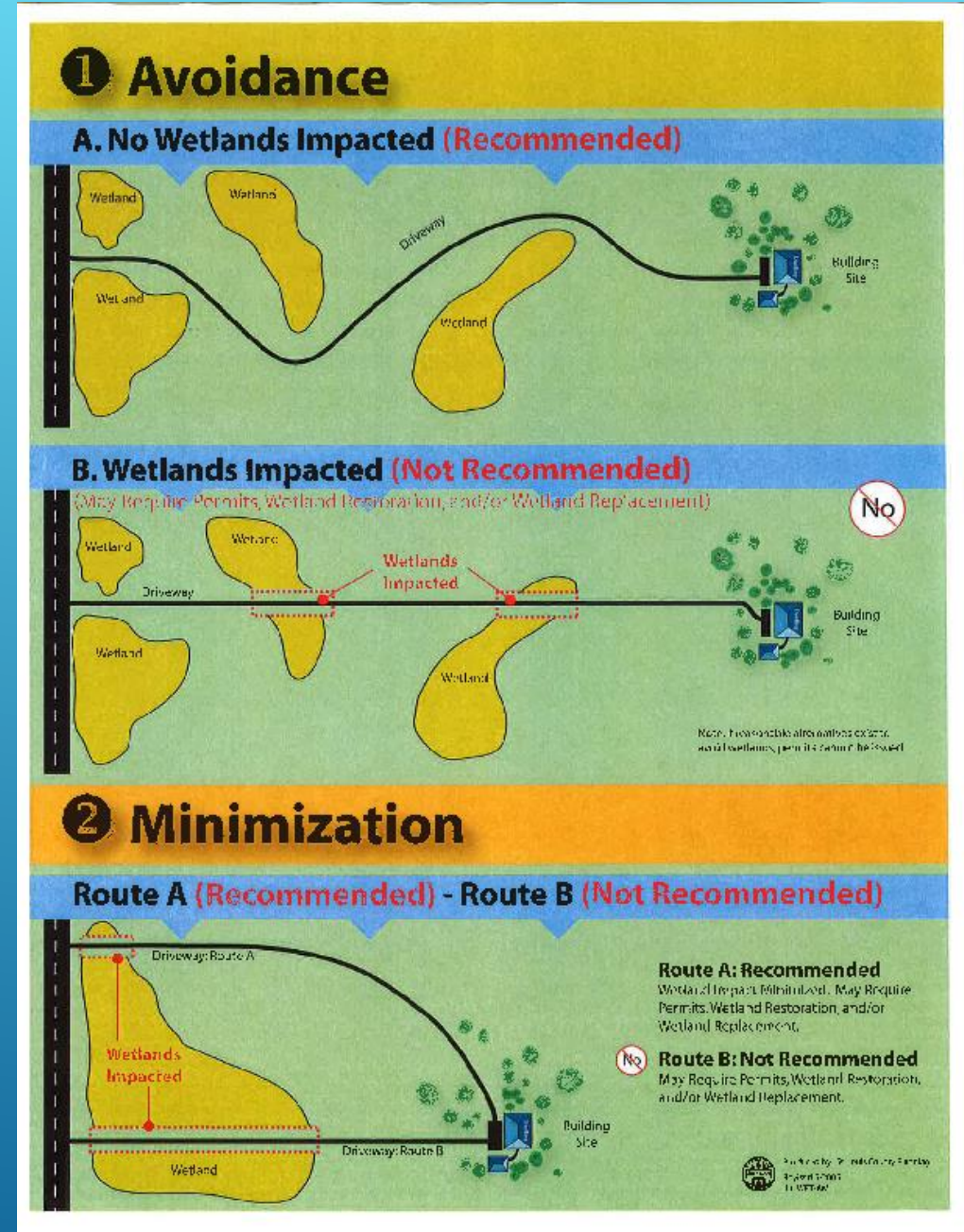
- ▶ 27,133 watercraft AIS inspections at public water accesses.
- ▶ 422 hot water decontaminations performed by 4 mobil and 2 stationary units.
- ▶ Surveyed 90 lakes and 6 river miles (3 rivers), for the presence of AIS.
- ▶ Removal/treatment of AIS on 64 water bodies via hand pulling, herbicide, and the use of beetles.
- ▶ 4 new AIS detections, and response plans coordinated.
  - ▶ Zebra mussels on Turtle, Trout (Bovey) and Jessie Lakes.
  - ▶ Starry Stonewort on Dora Lake.
- ▶ Chris Evans became scuba certified, and the SWCD has acquired full scuba gear for Evan's use; purchase was entirely via Co State Aid AIS funding. Evan's has began diving with Mn DNR AIS Specialist Rich Rezanka on AIS eradication efforts.
- ▶ Numerous public outreach events.



## 2. Mn Wetland Conservation Act (WCA) Administration:

- \* Mn Board of Water and Soil Resource (BWSR) administered at the State level.
- \* 230 wetland related landowner contacts.
- \* 84 property visits.
- \* 35 Wetland Conservation Act permits processed.
- \* 8 violation sites investigated, 4 violations confirmed and resolved, 2 w/ County attorney involvement.
- \* Work closely with the County highway department, land department, environmental services, DNR Waters, conservation officers, local businesses/cities/ATV groups, and to a lesser degree the County attorneys office:

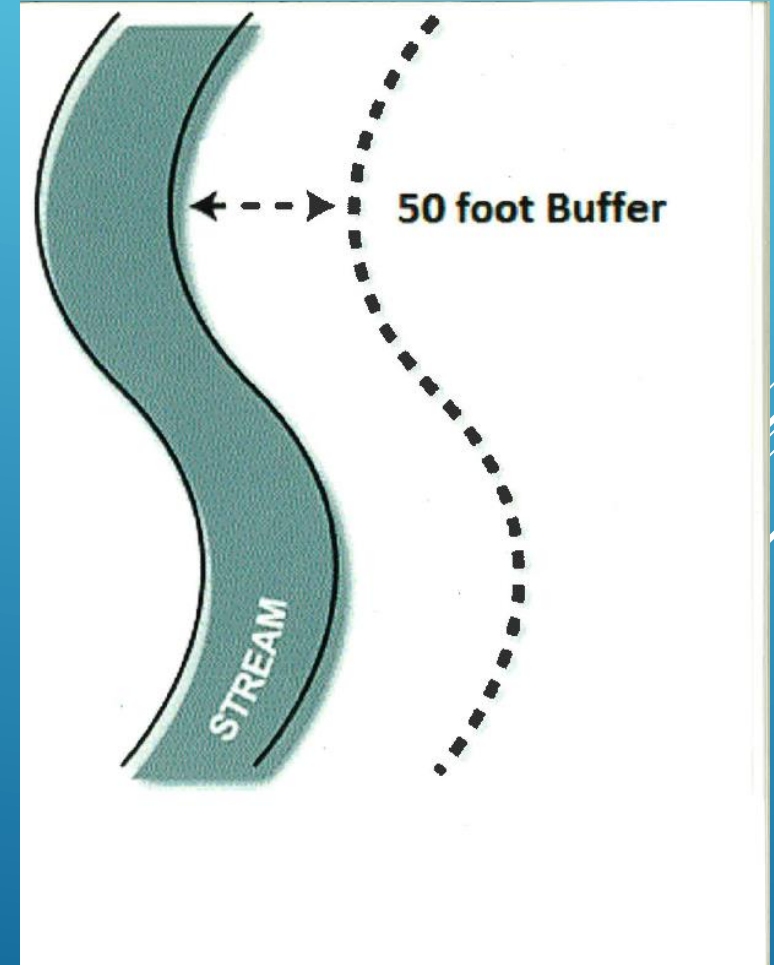
- 4 County road applications (CSAH 7, 17, 52 & 61 bridge).
- 4 trail system projects, 2 of which with Swampsiders and the Herb Brandstrom ATV Trail.
- 3 solar farm projects.
- New L&M distribution center
- Harris Township Sunny Beach Addition
- Nashwauk school
- Other 2023 project partners include Boswell, Enbridge, City of Marble, & more





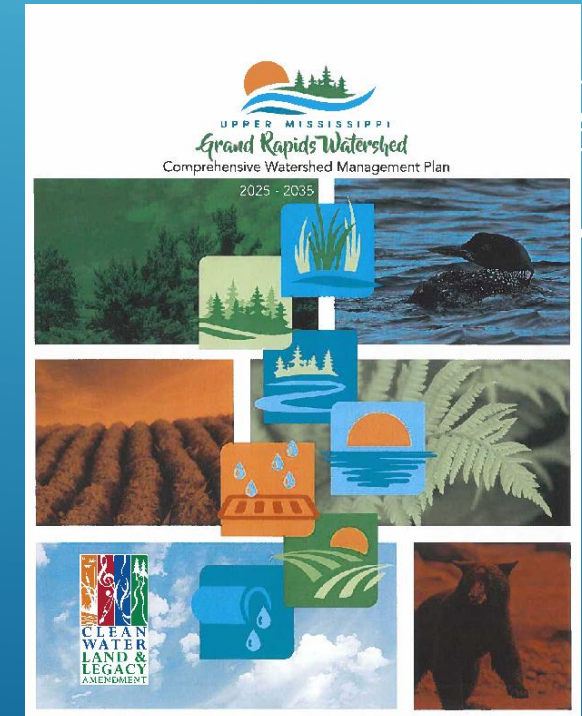
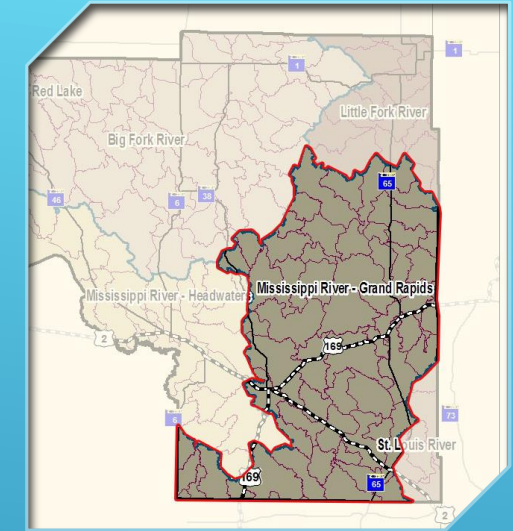
### 3. BWSR Administered Mn Buffer law Enforcement:

- Requires a minimum 50' width of perennial vegetation adjacent public waters.
- Annually we review one third of the County for compliance (entire County review every 3 years is required).
- Review starts with aerial photography review, with follow-up ground truthing where needed.
- No violations were confirmed in 2023.



## 4. COMPREHENSIVE LOCAL WATER MANAGEMENT PLAN ADMINISTRATION (BWSR ADMINISTERED):

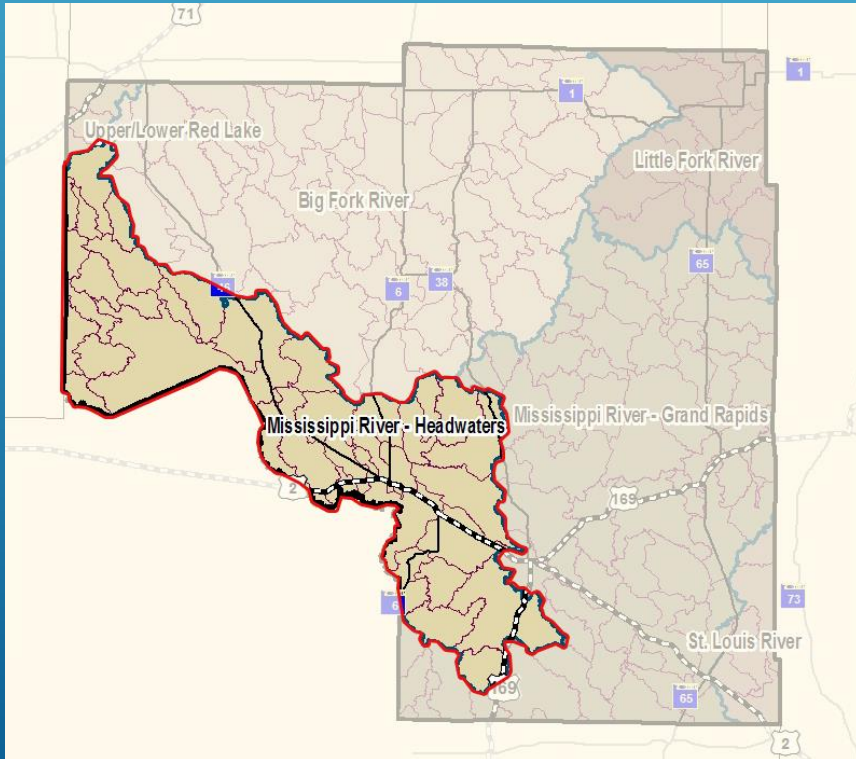
- Upper Mississippi Grand Rapids watershed planning in 2023 (1w1p)
  - Fiscal agent and coordination efforts are being performed by the Itasca SWCD.
  - The draft plan is in the public comment phase through the 11:30am Oct 18 public hearing at the Hill City School; the plan can be viewed at:  
[https://itascaswcd.org/images/UMGR\\_1W1P/UMGR\\_CWMP.pdf?type=file](https://itascaswcd.org/images/UMGR_1W1P/UMGR_CWMP.pdf?type=file)
- Applications are in to BWSR to administer and coordinate the writing of the Big Fork watershed plan, and for Koochiching to administer and coordinate the Little Fork watershed plan; awards are expected yet this year, with planning efforts to begin spring 2025.





# ***STATE FUNDED COST SHARE PROGRAMS DIRECT TO THE SWCD:***

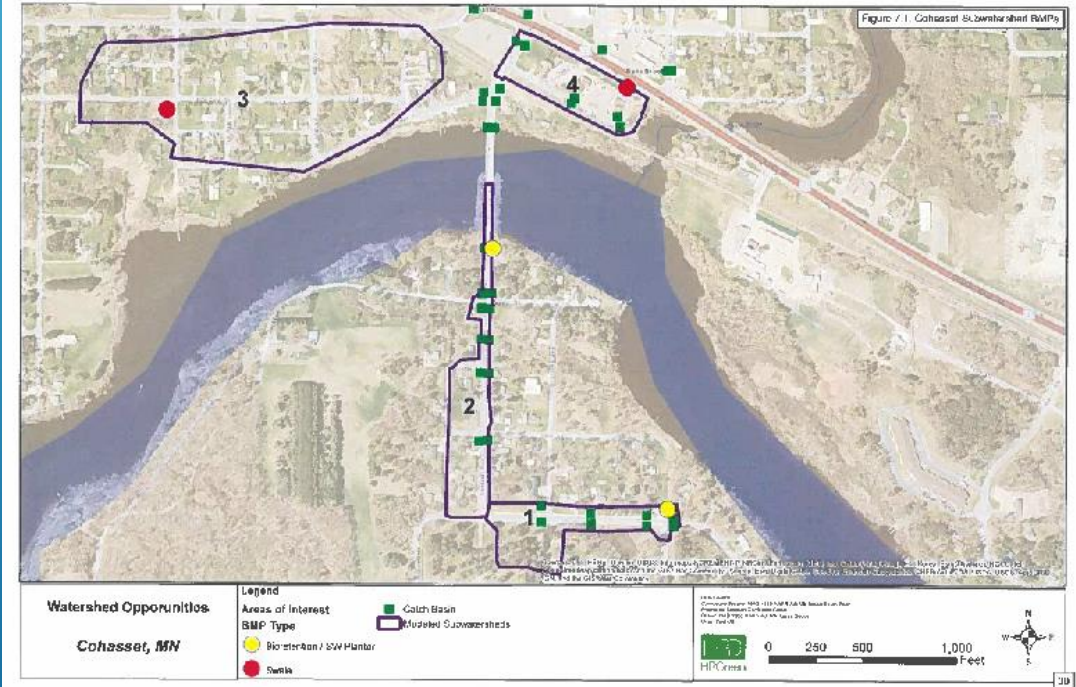
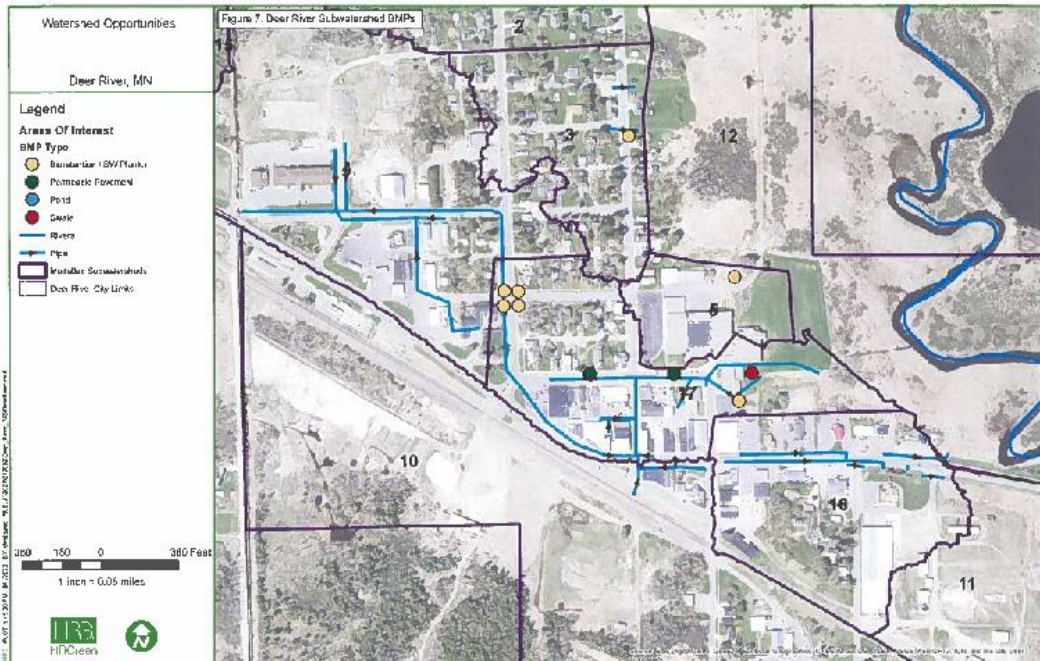
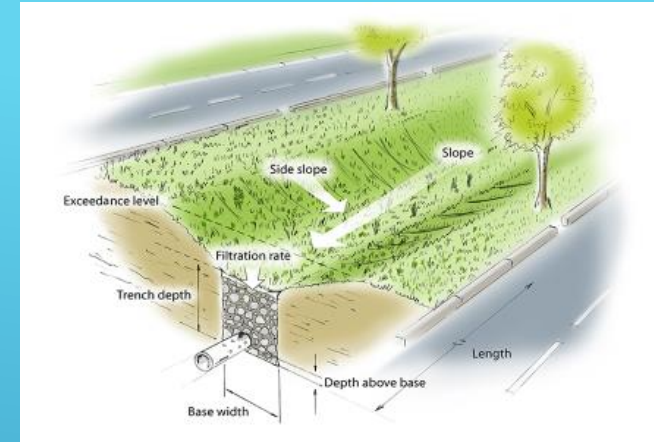
- **Upper Mississippi Headwaters (UMHW) watershed 1W1P funded activities in 2023**
  - \*75% BWSR cost share, and the 25% balance paid by the “landowner”.
  - 2 Woodland Stewardship Plan written, totaling 434 acres.
  - Held October 4 Buckthorn education and removal event at the Itasca SWCD office.
  - Public waters culverts under public roads inventory began, to be finished by winter 2024.
  - *Chloride brine application equipment purchased for 2 new County plow trucks; \$7,500 cost.*
  - *Road temp gauges purchased for 16 existing County plow trucks; \$21,000 cost; county match was for County staff installation of gauges (19%).*





## Upper Mississippi River Headwaters 1W1P Implementation - Continued:

- Deer River and Cohasset Stormwater Retrofit Analysis Study Completed in 2022:
  - Two high ranking stormwater management “Swale” projects have been identified in Cohasset, and one in Deer River. In 2023 SWCD staff presented these findings and recommended 4 swales improves to City officials. Both Cities are interested in moving forward. The request for contractor proposals (RFP) will go out this year, with construction anticipated in 2025. These three swales are included in the 2024 / 2025 watershed budget, for 75% cost share funding.





# TROUT LAKE STORMWATER ENHANCEMENT PROJECT

## - COMPETITIVE CLEAN WATER FUND BWSR GRANT

- Two stormwater filter vaults installed in Longyear Park in Coleraine. Ties into existing stormwater piping.
- 65lbs of phosphorus and 8 tons of soil sediment removed annually = upwards of 33,000 lbs of algae reduction in Trout Lake annually.
- \$320,000.00 total project cost: \$230,000 from the BWSR grant, \$30,000 from TSA8, and partner match totaling \$60,000 (19%).
- Match contributions included: \$10k Mississippi Headwaters Board, \$5k Blandin Foundation, \$1,200 Trout Lk Assoc, \$100 anonymous, \$3,300 Coleraine staff and council time, and \$41k Coleraine cash.





# Grassed waterway project to repair and prevent 600 feet of gully erosion in southeast Itasca County

- Partnership with the USDA Natural Resource Conservation Service (NRCS). NRCS survey, design, and construction oversight, and Itasca SWCD cost shared 75%.

Itasca County GIS Web Map



8/23/2024, 2:43:49 PM

☐ Tax Parcel

1:564  
0 0 0.01 0.02 mi  
0 0.01 0.01 0.03 km

Itasca County  
This information is a compilation of data from different sources with varying degrees of accuracy and requires a qualified field survey to verify.







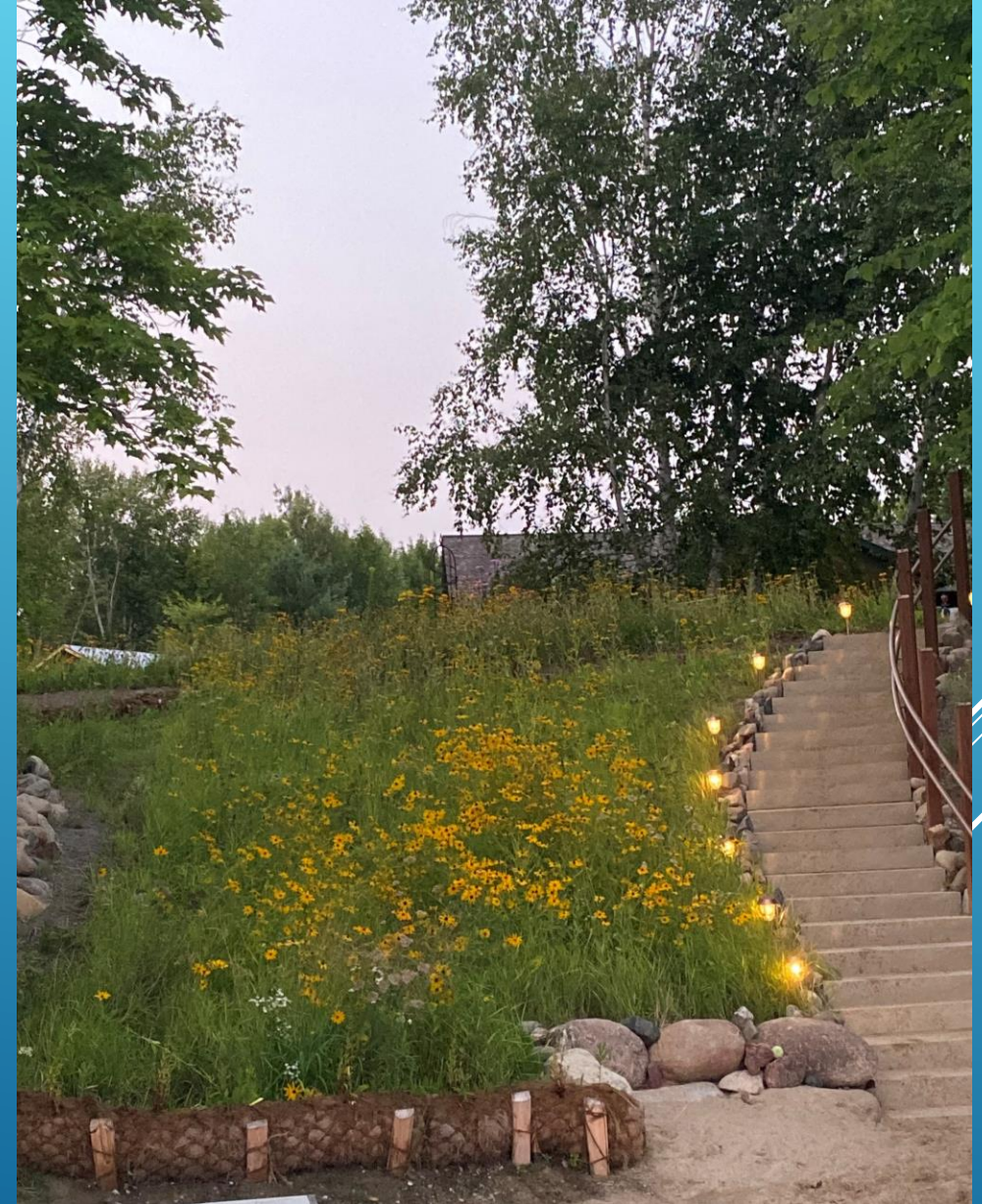


## 150 FOOT BANK STABILIZATION PLANTING ON PRAIRIE LAKE





## 500 SQUARE FOOT POLLINATOR AND SLOPE STABILIZATION PLANTING ON LOON LAKE (COHASSET)





## BANK STABILIZATION AND POLLINATOR BUFFER PLANTING ON DEER LAKE (COHASSET)

- 66 FEET OF SHORELINE AND 660 SQUARE FEET OF BANK PLANTING









## TROUT LAKE (COLERAINE) WALLEYE SPAWNING RIFFLE IN HAY CREEK

- DNR COOPERATIVE PARTNERS LEGACY (CPL) GRANT ADMINISTERED FOR THE TROUT LAKE ASSOCIATION. DNR FISHERIES DESIGNED AND CONSTRUCTION OVER-SIGHT.





## ***EASEMENT PROGRAMS:***

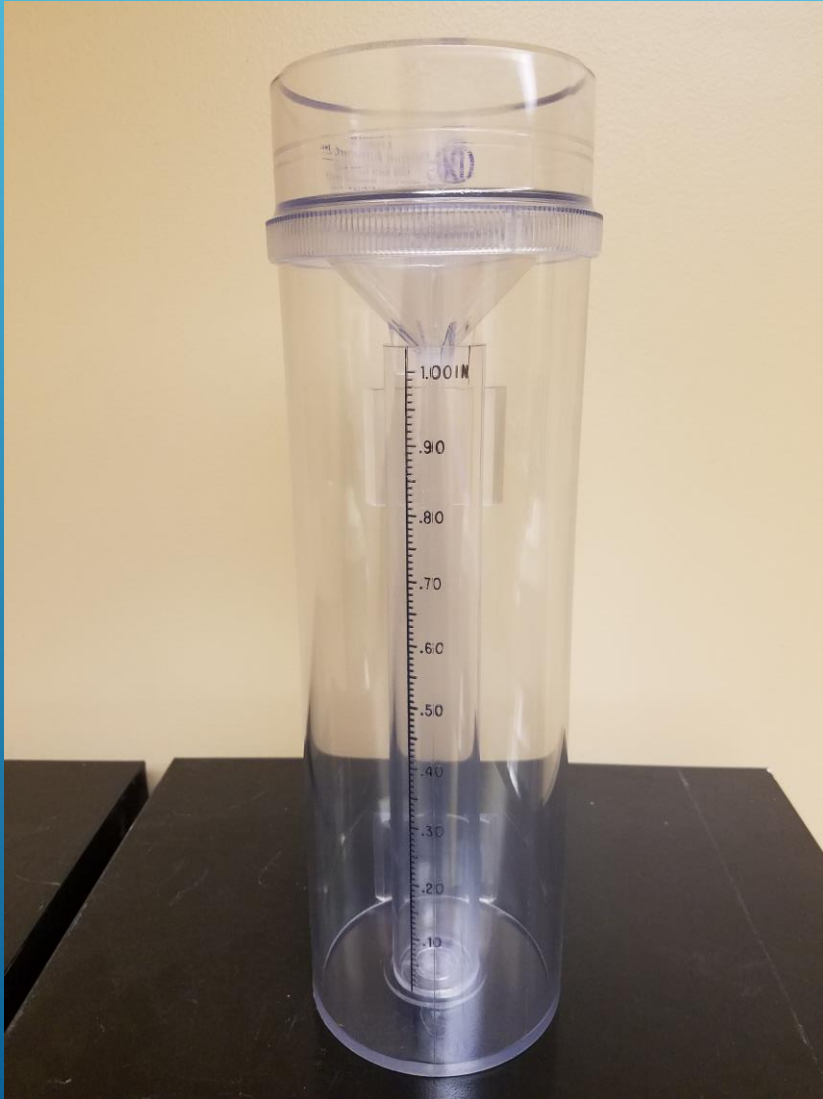
- Inspection of 6 existing RIM Reserve wild rice easements; all were compliant.
- Two new easements were finalized in 2023
  - 91 acre Mississippi Headwaters Board (MHB) Mississippi river corridor easement south of Grand Rapids; completed by Aitkin SWCD through an agreement with the Itasca SWCD.
  - 27 acre duck camp wild rice easement on Squaw Lake.





## ***MN DNR RAIN GAUGE PROGRAM:***

- Coordinate 16 volunteer readers, 10 of which also read through the winter.
- Summary sheets sent to the DNR monthly for entry and use in monitoring Itasca County drought levels.



NA-02732-07

Minnesota Board of Water and Soil Resources  
Soil and Water Conservation Districts

MINNESOTA CLIMATOLOGICAL NETWORK

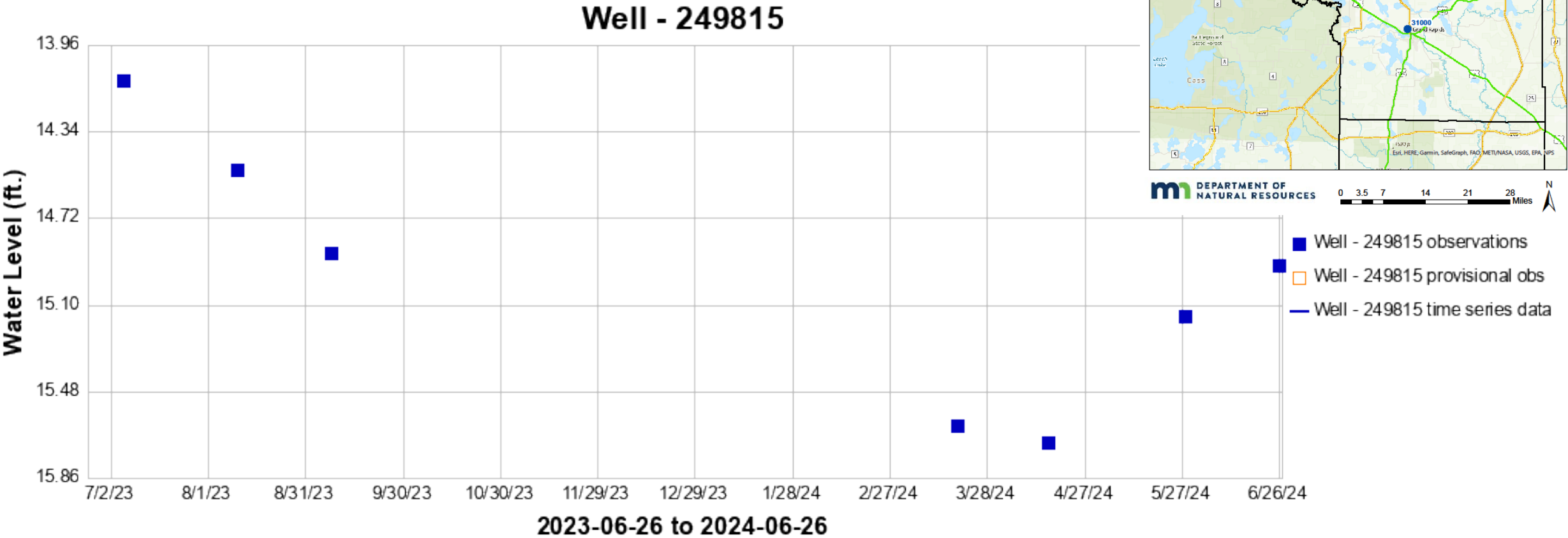
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|------|-------|-----|------|--------|----------|-------|---------|--|--|---|
|      |       |     |      | a.m.   |          |       |         |  |  | 7 |
| Year | Month | Day | Time | County | Township | Range | Section |  |  |   |

| Name _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | County name _____            |                          |                                                                                                                          |                                |                                                                                                                          |                                                                                                                        |  |                                                                                                                        |                                                |                     |                          |                                |                                     |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |
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| Address _____<br>_____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Township name _____<br>_____ |                          |                                                                                                                          |                                |                                                                                                                          |                                                                                                                        |  |                                                                                                                        |                                                |                     |                          |                                |                                     |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |
| e-mail _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Telephone No. (      ) _____ |                          |                                                                                                                          |                                |                                                                                                                          |                                                                                                                        |  |                                                                                                                        |                                                |                     |                          |                                |                                     |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |
| <table border="1"><thead><tr><th colspan="3">24-HOUR AMOUNTS</th><th rowspan="2">REMARKS:<br/><small>Please insert and comments about events.<br/>Temperature and Phenology items are very useful!</small></th><th colspan="2">Gauge type (Check One)</th><th rowspan="2">Cannon covering dimensions (inches;<br/>maximum catch depth (inches);<br/>barograph pressure used for snow ____yes____no</th></tr><tr><th>Rain,<br/>Melts Snow,<br/>Ice, Hail,<br/>&amp; Hinds?</th><th>Snowfalling &amp; Temp?</th><th>Away or Cloudy Increase?</th><th>Cylinder<br/>last time<br/>usage</th><th>Lipping bucket<br/>weighed?<br/>Other</th></tr></thead><tbody><tr><td></td><td></td><td></td><td>01</td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td>02</td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td>03</td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td>04</td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td>05</td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td>06</td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td>07</td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td>08</td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td>09</td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td>10</td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td>11</td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td>12</td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td>13</td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td>14</td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td>15</td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td>16</td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td>17</td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td>18</td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td>19</td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td>20</td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td>21</td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td>22</td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td>23</td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td>24</td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td>25</td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td>26</td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td>27</td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td>28</td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td>29</td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td>30</td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td>31</td><td></td><td></td><td></td></tr></tbody></table> |                              | 24-HOUR AMOUNTS          |                                                                                                                          |                                | REMARKS:<br><small>Please insert and comments about events.<br/>Temperature and Phenology items are very useful!</small> | Gauge type (Check One)                                                                                                 |  | Cannon covering dimensions (inches;<br>maximum catch depth (inches);<br>barograph pressure used for snow ____yes____no | Rain,<br>Melts Snow,<br>Ice, Hail,<br>& Hinds? | Snowfalling & Temp? | Away or Cloudy Increase? | Cylinder<br>last time<br>usage | Lipping bucket<br>weighed?<br>Other |  |  |  | 01 |  |  |  |  |  |  | 02 |  |  |  |  |  |  | 03 |  |  |  |  |  |  | 04 |  |  |  |  |  |  | 05 |  |  |  |  |  |  | 06 |  |  |  |  |  |  | 07 |  |  |  |  |  |  | 08 |  |  |  |  |  |  | 09 |  |  |  |  |  |  | 10 |  |  |  |  |  |  | 11 |  |  |  |  |  |  | 12 |  |  |  |  |  |  | 13 |  |  |  |  |  |  | 14 |  |  |  |  |  |  | 15 |  |  |  |  |  |  | 16 |  |  |  |  |  |  | 17 |  |  |  |  |  |  | 18 |  |  |  |  |  |  | 19 |  |  |  |  |  |  | 20 |  |  |  |  |  |  | 21 |  |  |  |  |  |  | 22 |  |  |  |  |  |  | 23 |  |  |  |  |  |  | 24 |  |  |  |  |  |  | 25 |  |  |  |  |  |  | 26 |  |  |  |  |  |  | 27 |  |  |  |  |  |  | 28 |  |  |  |  |  |  | 29 |  |  |  |  |  |  | 30 |  |  |  |  |  |  | 31 |  |  |  |
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| TOTALS State Climatology Office, 439 Boring Hall, 1991 Upper Buford Circle, St. Paul, MN 55103-6026                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                              |                          |                                                                                                                          |                                |                                                                                                                          |                                                                                                                        |  |                                                                                                                        |                                                |                     |                          |                                |                                     |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |  |  |  |    |  |  |  |



● ***MN DNR GROUNDWATER LEVEL MONITORING PROGRAM:***

■ OBSERVATION WELL PROGRAM: SPRING THROUGH FALL MONTHLY READINGS OF 4 GROUNDWATER OBSERVATION WELLS IN 3 LOCATIONS IN THE COUNTY; UP HWY 46, IN GRAND RAPIDS NEAR HIGH SCHOOL, AND SAND LAKE NEAR WABANA. DATA IS REPORTED TO THE MN DNR FOR GROUND-WATER AQUIFER ANALYSIS AND REPORTING.



# ***MN POLLUTION CONTROL AGENCY (MPCA) GRANT ACTIVITIES***

## **Bigfork Watershed:**

- MPCA sampling and reporting process presentations and displays at the following events; in collaboration with the Koochiching SWCD:
  - \* Itasca County and Koochiching County fairs, Marcel Discovery Center, Big Fork/Effie homeschool students, and Bigfork/Effie 4H club.
- Spring through fall open water sampling of the Big Fork River at the Hwy 6 County 14 and Craigsville bridges.
  - \* Sampling occurs after rain events, to determine sediment runoff levels.





## ***COUNTY AND SWCD PROGRAMS:***

- 130 Shoreland Alteration Permit on-site reviews with Environmental Services.
- Shoreland mitigation planning upon Environmental Services and Planning Board request or condition.
- Active on the planning committee for the Itasca County and Mn Extension Master Woodland Owner training series.
- 72 landowners provided on-site general technical assistance on shoreland stabilization, stormwater management, and forest management.
- Numerous Lake Association, conservation group, and township meeting presentations, by multiple staff.
- 125 residents served through the SWCD spring native tree and plant sale.





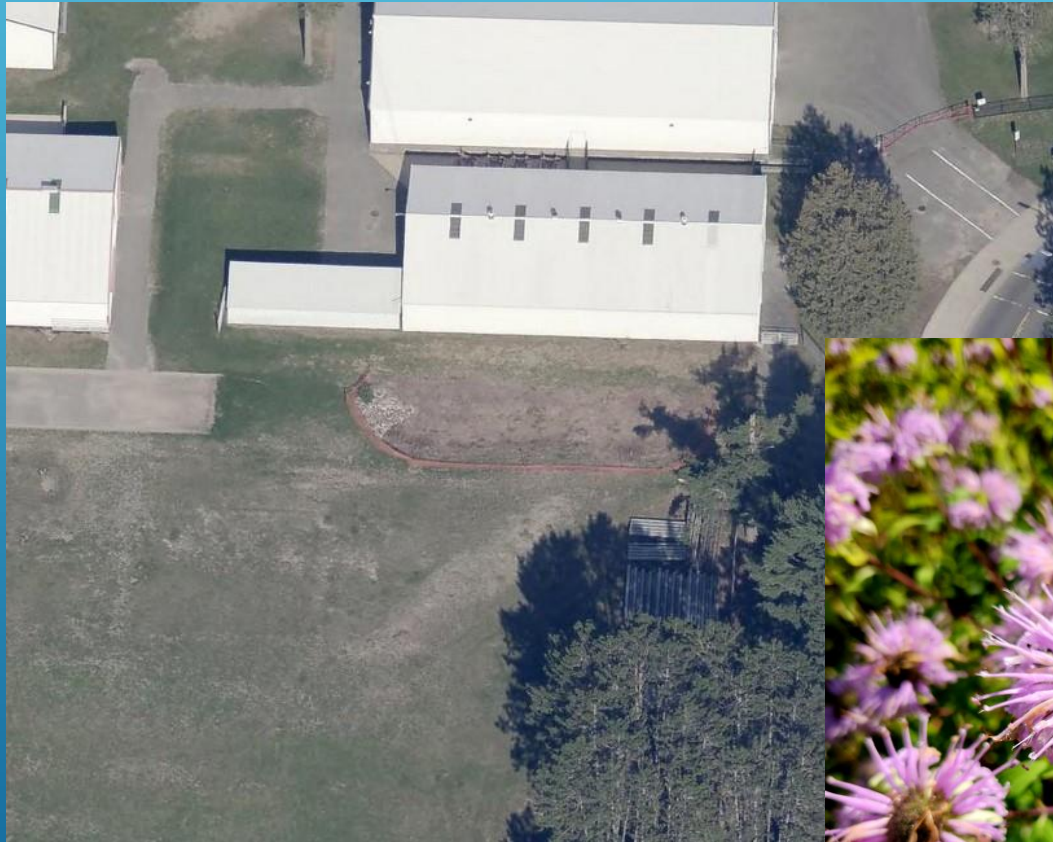
- Adopt-a-River clean-up May 11 2023. Cleaned Mississippi River from grand rapids to the Prairie River inlet. Coordinated event with Itasca County Trails Task Force and the City of Grand Rapids maintenance staff, and KAXE. Two miles of river and four miles of shoreline cleaned.





# YOUTH WATER SUMMIT FAIRGROUNDS RAINGARDEN PLANTING

\* ITASCA WATERS AND THE FAIRGROUNDS BOARD FUNDED MATERIALS, GRAND RAPIDS HIGH SCHOOL GREW THE PLANTS, AND THE ITASCA SWCD STAFF WORKED WITH KIDS THE DAY OF THE SUMMIT TO PLANT THE GARDEN.





- Maintained a spring through fall drop off location, at the Itasca SWCD office, for surface water sample pick-up and analysis by RMB Laboratories.
- Numerous public engagement and education events.





**THANK YOU FOR YOUR CONTINUED  
PARTNERSHIP AND SUPPORT!**







**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, August 27, 2024

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**REQUEST FOR BOARD ACTION: RBA-2024-147**

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**DEPARTMENT:** Health & Human Services

**TIME REQUESTED:** 5 Minutes

**PRESENTER:** Sarah Anderson

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**AGENDA ITEM:**

County Based Purchasing (IMCare) Division Update/Presentation

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**BOARD ACTION REQUESTED:**

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

**BACKGROUND:**

**COUNTY ATTORNEY REVIEW:** N/A

**SUPPORTING DOCUMENTATION:**

1. 2023 ED FS Report
2. 2023 Polypharmacy FS Report

|                |                                        |
|----------------|----------------------------------------|
| <b>RESULT:</b> | <b>INFORMATIONAL - NO ACTION TAKEN</b> |
|----------------|----------------------------------------|



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, August 27, 2024

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**REQUEST FOR BOARD ACTION: RBA-2024-348**

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**DEPARTMENT:** Health & Human Services

**TIME REQUESTED:** < 5 Minutes

**PRESENTER:** Naesa Myers

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**AGENDA ITEM:**

Reallocate PHN position to Social Worker-HCBS

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**BOARD ACTION REQUESTED:**

Reallocate 1 Public Health Nurse (PHN) position to Social Worker-Home and Community Based (HCBS).

**BACKGROUND:**

We have a PHN who gave her notice on 8/19/24 and her last day will be 9/3/24. The opening in our unit will be a case manager position in Home and Community Based Services, so we are requesting this position be reallocated to a social worker-HCBS.

**COUNTY ATTORNEY REVIEW:** N/A

**SUPPORTING DOCUMENTATION:** None

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED (5 TO 0)</b>                                        |
| <b>MOVER:</b>    | Commissioner Cory Smith                                         |
| <b>SECONDER:</b> | Commissioner Burl Ives                                          |
| <b>AYES:</b>     | 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 27, 2024

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**REQUEST FOR BOARD ACTION: RBA-2024-354**

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**DEPARTMENT:** Sheriff

**TIME REQUESTED:** 10 Minutes

**PRESENTER:** Joe Dasovich

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**AGENDA ITEM:**

Caltopo software Presentation

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**BOARD ACTION REQUESTED:**

Receive highlights on Caltopo software.

**BACKGROUND:**

Receive highlights on Caltopo software.

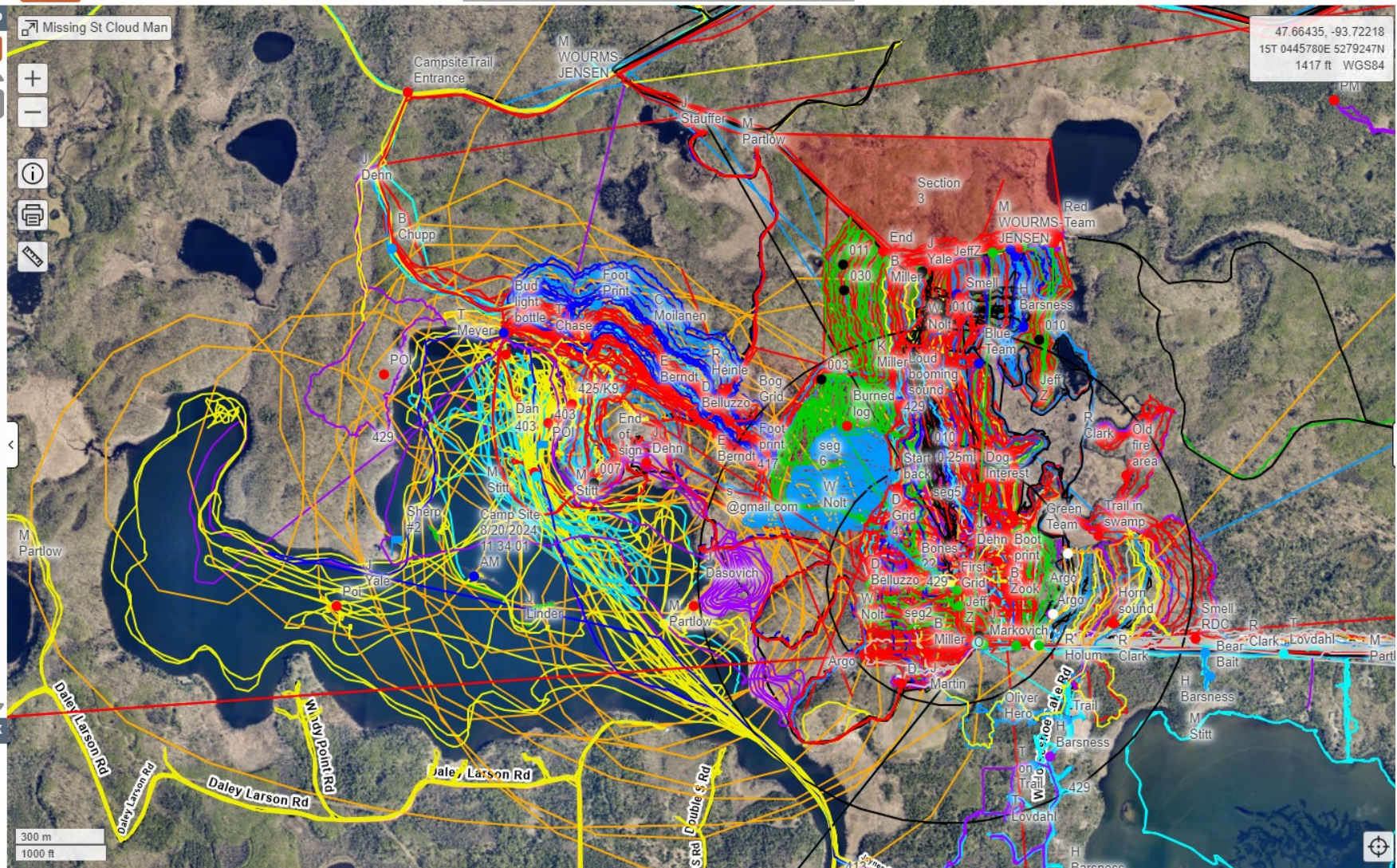
**COUNTY ATTORNEY REVIEW:** N/A

**SUPPORTING DOCUMENTATION:**

1. Caltopo

|                |                                        |
|----------------|----------------------------------------|
| <b>RESULT:</b> | <b>INFORMATIONAL - NO ACTION TAKEN</b> |
|----------------|----------------------------------------|









**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, August 27, 2024

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**REQUEST FOR BOARD ACTION: RBA-2024-339**

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**DEPARTMENT:** Management Information Services    **TIME REQUESTED:** 30 Minutes  
**PRESENTER:** Jennifer Sutherland

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**AGENDA ITEM:**  
Closed Session Re: Courthouse Security

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**BOARD ACTION REQUESTED:**  
Hold a Closed Session per MN Statutes 13D.05, Subd. 3(d) Re: Courthouse Security.

**BACKGROUND:**  
13D.05, Subd. 3. What meetings may be closed.  
(d) Meetings may be closed to receive security briefings and reports, to discuss issues related to security systems, to discuss emergency response procedures and to discuss security deficiencies in or recommendations regarding public services, infrastructure and facilities, if disclosure of the information discussed would pose a danger to public safety or compromise security procedures or responses. Financial issues related to security matters must be discussed and all related financial decisions must be made at an open meeting. Before closing a meeting under this paragraph, the public body, in describing the subject to be discussed, must refer to the facilities, systems, procedures, services, or infrastructures to be considered during the closed meeting. **A closed meeting must be tape recorded at the expense of the governing body, and the recording must be preserved for at least four years.**

**COUNTY ATTORNEY REVIEW:** N/A

**SUPPORTING DOCUMENTATION:**  
1. Courthouse Security Confidential

|                                                       |
|-------------------------------------------------------|
| <b>RESULT:</b> <b>INFORMATIONAL - NO ACTION TAKEN</b> |
|-------------------------------------------------------|



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, August 27, 2024

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**REQUEST FOR BOARD ACTION: RBA-2024-349**

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**DEPARTMENT:** Administrative Services

**TIME REQUESTED:** 15 Minutes

**PRESENTER:** Chair

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**AGENDA ITEM:**

Closed Session Re: Labor Negotiations

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**BOARD ACTION REQUESTED:**

Hold a Closed Session per MN Statutes 13D.03 Re: Labor Negotiations.

**BACKGROUND:**

**13D.03 CLOSED MEETINGS FOR LABOR NEGOTIATIONS STRATEGY.**

Subdivision 2. **Meeting must be recorded.** (a) The proceedings of a closed meeting to discuss negotiation strategies shall be tape-recorded at the expense of the governing body. (b) The recording shall be preserved for two years after the contract is signed and shall be made available to the public after all labor contracts are signed by the governing body for the current budget period.

**COUNTY ATTORNEY REVIEW:** N/A

**SUPPORTING DOCUMENTATION:** None

|                |                                        |
|----------------|----------------------------------------|
| <b>RESULT:</b> | <b>INFORMATIONAL - NO ACTION TAKEN</b> |
|----------------|----------------------------------------|