ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744
(218) 327-2847

Tuesday, September 3, 2024	2:30 PM	Itasca County Boardroom

FINAL

WORK SESSION MINUTES

I. CALL TO ORDER

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

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

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Pull Item #5.5 (Event Lease Agreement between Minnesota Producers Association and Itasca County) as it was a duplicate, and add Item #5.6 (Contract Services for Nashwauk Trailhead) and approve Agenda as amended.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes as delineated below.

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

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

V. RECOMMENDED FOR CONSENT AGENDA

1. Approve the Amendment to Joint Powers Agreement with the City of Grand Rapids and authorize necessary signatures.

RESULT:	**RECOMMENDED FOR REGULAR**	**NEXT: 09/10/2024 2:30 PM**

2. Approve the donation of 4 laptop computers and docks to Project Care Clinic and 2 laptop computers and docks to Bovey Public Library.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 09/10/2024 2:30 PM**

3. Approve final payment for Contract 60732 - Bituminous Paving Projects and authorize the

County Board Chairperson and Clerk to the County Board to sign the Certificate of Final Payment.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 08/10/2024 2:30 PM**

4. Approve the Event Lease Agreement between the Minnesota Timber Producers Association and Itasca County for the 2024 North Star Expo, and authorize necessary signatures.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 09/10/2024 2:30 PM**

6. Approve service contract with Aune Fernandez Landscape Architects in the amount of $68,950 for professional design, bidding, and construction management services and authorize necessary signatures.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 09/10/2024 2:30 PM**

VI. DISCUSSION / INFORMATIONAL

1. Receive Citizen Input

   No input given.

2. Receive an update from the Itasca County Housing & Redevelopment Authority (HRA).

   Executive Director, Diane Larson and Board Chair, Pat Casey of Itasca County Housing Redevelopment Authority (HRA) provided information on items completed and also items working on currently.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

3. Consider the American Rescue Plan (ARP) request, in the amount of $45,000, from the City of Bovey to be used for Phase 2.

   Motion To: Approve the American Rescue Plan Request in the amount of $45,000 from the City of Bovey to be used for Phase 2.

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

4. Discuss changing the amount of wheelage tax the County imposes.

   County Engineer, Karin Grandia provided information on Wheelage Tax and options to make changes.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

5. Receive information on a new ATV Trail proposal from Bigfork to Effie presented by the Wilderness Wheelers ATV Club, and schedule a public meeting for September 25, 2024, at Effie City Hall at 6:00 p.m.

   Forest Recreation Specialist Sara Thompson and Wilderness Wheeler member, Archie Waas providing information regarding a new ATV Trail proposal from Bigfork to Effie.

   Motion To: Schedule a Public Meeting Re: New ATV Proposal: Effie Connection beginning at 6:00 p.m. on September 9, 2024, at Effie City Hall.

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

VII. COMMITTEE REPORTS

Commissioner Ives reported on a meeting with one of his unorganized township and the possibility of using ARP funds.

Commissioner Smith reported on upcoming Mesabi Metallics meeting for updates on progress.

Commissioner Johnson reported on going to a Probation Advisory Meeting, a Land Use Conference, an Armor Radio Upgrade Grant Committee meeting, an Elite Energy Reception and a Mag Iron Open House.

VIII. ADMINISTRATOR UPDATE

Administrator Skyles reported on work being done on 5th Street so watch for signs when traveling that direction.

IX. COMMISSIONER COMMENTS

Commissioner Johnson provided comment regarding the Commissioner Workshop going well and planning a Legislative Luncheon for November 20, 2024.

X. RECESS

Chair Johnson recessed the meeting at 3:17 PM.

XI. RECONVENE

Chair Johnson reconvened the meeting at 3:28 PM, with all members present.

XII. CLOSED SESSIONS

1. Hold a Closed Session per MN Statutes 13D.05, Subd. 3(a), to conduct County Assessor Amber Peratalo's Reappointment Performance Review.

Motion To: Go into a Closed Session per MN Statutes 13D.05, Subd. 3(a) Re: County Assessor Reappointment Performance Review.

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

Others Present: County Administrator Brett Skyles and Administrative Services Assistant Shelley Kebart.

Motion To: Go into Open Session.

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: Not reappoint County Assessor, Amber Peratalo at the end of the current term.

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

XIII. ADJOURN

Chair Johnson adjourned the meeting at 4:02 PM.

ATTEST

John Johnson
Chair of the County Board

Brett Skyles
Clerk of the County Board

September 3, 2024

Chair:

PULL: Item #5.5 (Event Lease Agreement between the Minnesota Timber Producers Association and Itasca County for the 2024 North Star Expo) for Clarification of Agenda.

ADDITIONS:

1. Item #5.6 (Contract Services for Nashwauk Trailhead)

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 27, 2024	2:30 PM	Itasca County Boardroom

DRAFT

REGULAR SESSION MINUTES

I. CALL TO ORDER

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

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

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Add Item #6.11 (Caltopo Software Presentation), and approve the agend, 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.

   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

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: 09/03/2024 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: 09/03/2024 2:30 PM**

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.

RESULT:	**RECOMMENDED FOR CONSENT NEXT: 09/03/2024 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: 09/03/2024 2:30 PM**

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

RESULT:	**RECOMMENDED FOR CONSENT NEXT: 09/03/2024 2:30 PM**

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 Lipscy, 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.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

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.

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

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Terry Snyder
AYES:	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.

	RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

6. Discussion

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

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Casey Venema
AYES:	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.

RESULT:	**APPROVED (4 TO 0)**
MOVER:	Cory Smith
SECONDER:	Terry Snyder
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
ABSTAIN:	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.

	RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

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

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

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

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

    Motion To: Approve Reallocate PHN Position to Social Worker - HCBS.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Cory Smith
SECONDER:	Burl Ives
AYES:	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.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

VII. COMMISSIONER COMMENTS

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

Commissioner Smith provided comment regarding Mesabi Metallics 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

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Terry Snyder
AYES:	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.

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

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

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.

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

Others Present: County Administrator Brett Skyles.

Motion To: Go into Open Session.

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

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

IX. ADJOURN

Chair Johnson adjourned the meeting at 5:47 PM.

ATTEST

John Johnson	Brett Skyles
Chair of the County Board	Clerk of the County Board

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

Tuesday, September 3, 2024

REQUEST FOR BOARD ACTION: RBA-2024-355

DEPARTMENT: Administrative Services **TIME REQUESTED:** 5 Minutes
PRESENTER: Brett Skyles

AGENDA ITEM:
Approve the Amendment to Joint Powers Agreement with the City of Grand Rapids and authorize necessary signatures

BOARD ACTION REQUESTED:
Approve the Amendment to Joint Powers Agreement with the City of Grand Rapids and authorize necessary signatures.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. Itasca County Documentation
2. Itasca Amendment

09/03/2024

RESULT:	RECOMMENDED FOR REGULAR	NEXT: 09/10/2024 2:30 PM

Rutgers

JOINT POWERS AGREEMENT

Lodging 704

THIS JOINT POWERS AGREEMENT, made pursuant to Minn. Stat. Sec. 471.59 between City of Grand Rapids, a political subdivision of the State of Minnesota, hereinafter referred to as "Grand Rapids", on behalf of the office of Grand Rapids City Clerk, hereinafter referred to as "Tax Administrator", and Itasca County, hereinafter referred to as "Municipality".

RECITALS

WHEREAS, Grand Rapids and Municipality have each adopted an ordinance/resolution pursuant to Minn. Stat. Sec. 477A.018, et. seq. imposing a lodging tax; and

WHEREAS, said ordinance/resolution each imposes the same duties on a Tax Administrator; and

WHEREAS, Municipality wishes to enter into a contract for the purpose of procuring Tax Administrator services from Grand Rapids through the offices of the Grand Rapids City Clerk;

NOW, THEREFORE, Grand Rapids and Municipality, for good and valuable consideration, mutually agree as follows:

1. TAX ADMINISTRATOR SERVICES:

a) Grand Rapids, through the office of the Grand Rapids City Clerk, shall perform the duties of Tax Administrator under Municipality's aforesaid lodging tax ordinance/resolution for the term of this Agreement.

b) Municipality agrees to hold harmless, indemnify and defend Grand Rapids, its officers, employees and agents and the Grand Rapids City Clerk acting as Tax Administrator from any and all claims, losses, damages, or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder.

c) Tax Administrator's only obligation to Municipality is to exercise a good faith effort to provide the services of Tax Administrator under Municipality's ordinance/resolution. Tax Administrator shall have exclusive discretion to determine whether to undertake investigation or enforcement activities, beyond routine collection of tax payments. Provided, however, Municipality may undertake investigation or enforcement activities at its option and sole expense.

2. **FEE FOR SERVICES**:

As Payment for Tax Administrator services, Grand Rapids shall retain five percent (5%) of each tax collection payment received pursuant to Municipality's lodging tax ordinance.

3. **DISPOSITION OT TAX COLLECTION PROCEEDS**:

Tax Administrator shall pay the lodging tax collection proceeds to the Grand Rapids Area Visitors and Convention Bureau with such frequency as Tax Administrator deems appropriate, but not less frequently than monthly. Said payments are intended to be used by Grand Rapids Visitors and Convention Bureau solely in accordance with Minn. Stat. Sec. 477A.018, subd. 3.

4. **ACCOUNTING**:

Tax Administrator shall account to Muncipality not less frequently than annually. Said accounting shall reflect total tax collections, total payments to Grand Rapids Area Visitors and Convention Bureau, total fees for services, and such additional information as Tax Administrator deems appropriate.

5. **ORDINANCE AMENDMENTS**:

Municipality shall not amend its lodging tax ordinance except upon at least sixty (60) days advance notice to Tax Administrator of any proposed amendment.

6. **TERM, CANCELLATION**:

a) This Agreement shall be in effect from the 1st day of December, 1986, and for one calendar year thereafter and shall automatically renew itself from year to year thereafter unless earlier cancelled in accordance with Paragraph 6(b) hereof.

b) Cancellation: This Agreement may be cancelled by either party hereto upon thirty (30) days advance written notice by one party to the other.

Dated this 4th day of December, 1986.

MUNICIPALITY	CITY OF GRAND RAPIDS
Robert O. Schaar	
Chairperson	Mayor
Robert R. Olson	
Clerk to the County Board	City Clerk

Certified Copy of Resolution of County Board of Itasca County, Minnesota,

Adopted November 10, 1986

Commissioner Carpenter **moved the adoption of the following resolution:**

Resolution No. 11-86-1

RE: LODGING TAX

WHEREAS, Minnesota Statutes, Section 477A.018, Subdivision 4, permits the County Board, acting as a town board, to impose a lodging tax with respect to an unorganized territory; and

WHEREAS, in compliance with Minnesota Statutes 477A.018, Subdivision 5, the County Board held a public hearing on November 10 1986 at 10:00 A.M. in the Itasca County Boardroom to take public input on the proposed 3% lodging tax for the unorganized territory, township 54, range 26;

NOW THEREFORE BE IT RESOLVED that the Itasca County Board of Commissioners supports the 3% lodging tax for the unorganized territory, township 54, range 26 effective December 1, 1986 or as soon as the collecting agent is able to commence with the tax collection.

Commissioner Jokinen **seconded the motion for the adoption of the resolution and it was declared adopted upon the following vote: Ayes:** 5 **Nays:** 0

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

Robert K. Olson, Coordinator

~~I, LLOYD R. NESSETH, 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 10th **day of** November **, A.D. 19**86 **, 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 10th **day of** November **, A.D. 19** 86.

Robert K. Olson

County Administrator
Coordinator

By ______________________ **Deputy**

Certified Copy of Resolution of County Board of Itasca County, Minnesota,

Adopted November 10, 1986

Commissioner Wanala **moved the adoption of the following resolution:**

Resolution No. 11-86-2

RE: JOINT POWERS AGREEMENT - LODGING TAX

WHEREAS, Minnesota Statutes, Section 477A.018, Subdivision 4, permits the County Board, acting as a town board, to impose a lodging tax with respect to an unorganized territory; and

WHEREAS, in compliance with Minnesota Statutes 477A.018, Subdivision 5, the County Brard held a public hearing on November 10, 1986 at 10:00 A.M. in the Itasca County Boardroom to take public input on the proposed 3% lodging tax for the unorganized territory, township 54, range 26; and

WHEREAS, The Itasca County Board of Commissioners supports the 3% lodging tax for the unorganized territory, township 54, range 26 effective December 1, 1986 or as soon as the collecting agent is able to commence with the tax collection.

NOW THEREFORE BE IT RESOLVED that the Itasca County Board exercises its authority to enter into a joint powers agreement pursuant to M.S. 471.59 with the city of Grand Rapids for the purpose of imposing the tax and disposing of its proceeds in accordance to County Board direction.

Commissioner LaPlant **seconded the motion for the adoption of the resolution and it was declared adopted upon the following vote: Ayes:** 5 **Nays:** 0

STATE OF MINNESOTA,
County of Itasca } **ss.**
Office of County Administrator

I, LLOYD K. NESSETH, 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 10th **day of** November **, A.D. 19**86**, 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 10th **day of** November **, A.D. 19**86

County Administrator
Coordinator

By ____________________ **. Deputy**

Itasca County

AMENDMENT

LODGING TAX
JOINT POWERS AGREEMENT

7. <u>FAILURE TO FILE A RETURN:</u>

a) If any operator required by this chapter to file a return shall fail to do so within the time prescribed, or shall make, willfully or otherwise, an incorrect, false, or fraudulent return, the operator shall, upon written notice and demand, file such return or corrected return within five days of receipt of such written notice and shall at the same time pay any tax due on the basis thereof. If such persons shall fail to file such return or corrected return, the tax administrator shall make a return or corrected return, for such person from such knowledge and information as the tax administrator can obtain, and assess a tax on the basis thereof, which tax (less any payments theretofore made on account of the tax for the taxable period covered by such return) shall be paid upon within five days of the receipt of written notice and demand for such payment. Any such return or assessment made by the tax administrator shall be prima facie correct and valid, and such person shall have the burden of establishing its incorrectness or invalidity in any action or proceedings in respect thereto.

b) If any portion of a tax imposed by this chapter, including penalties thereon, is not paid within 30 days after it is required to be paid, the Prosecuting Attorney for the municipality may institute such legal action as may be necessary to recover the amount due plus interest, penalties, the costs and disbursements of any action.

c) Upon a showing a good cause, the tax administrator may grant an operator one thirty (30) day extension of time within which to file a return and make payment of taxes as required by this chapter provided that interest during such period of extension shall be added to the taxes due at the rate of ten percent (10%) per annum.

8. <u>PENALTIES.</u>

a) If any tax imposed by this chapter is not paid within the time herein specified for the payment, or any extension thereof, there shall be added thereto a specific penalty equal to ten percent (10) of the amount remaining unpaid.

b) In case of any failure to make and file a return within the time prescribed by this chapter, unless it is shown that such failure is not due to willful neglect, there shall be added to the tax in addition to the ten percent (10%) specific penalty provided in subd. a) above, ten percent (10%) if the failure is for not more than 30 days with an additional five percent (5%) for each additional 30 days or fraction thereof during which such failure continues not exceeding twenty-five percent (25%) in the aggregate. If the penalty as computed does not exceed $10, a minimum penalty of $10 shall be assessed. The amount so added to any tax shall be collected at the same time and the same manner and as a part of the tax unless the tax has been paid before the discovery of the negligence, in which case the amount so added shall be collected in the same manner as the tax.

c) If any person willfully fails to file any return or make any payment required by this chapter, or willfully files a false or fraudulent return or willfully attempts in any manner to evade or defeat any such a tax of payment thereof, there shall also be imposed as a penalty an amount equal to 50 percent (50%) of any tax (less any amounts paid on the basis of such false or fraudulent return) found due for the period to which such return related. The penalty imposed by this subdivision shall be collected as part of the tax and shall be in addition to any other penalties provided by this chapter.

d) All payments received shall be credited first to penalties, next to interest, and then to the tax due.

e) The amount of tax not timely paid, together with any penalty provided by this section, shall bear interest at the maximum rate per annum as prescribed by Minnesota Statute 270.75 from the time such tax should have been paid until paid. Any interest and penalty shall be added to the tax and be collected as part thereof.

MUNICIPALITY

Bob Williams
Chairperson Date

Robert L. Olson
Clerk/County Board Date

CITY OF GRAND RAPIDS

Mayor 7/14/98
Date

Karlene M. Gale 7/14/98
City Clerk Date

RESOLUTION
OF THE
COUNTY BOARD OF COMMISSIONERS
ITASCA COUNTY, MINNESOTA
Adopted June 9, 1998

Commissioner Ives moved the adoption of the following resolution:

Resolution No. 06-98-01

RE: Ratification of Lodging Tax Ordinance and Amendment to Lodging Tax Joint Powers Agreement

WHEREAS, after holding a public hearing, the Itasca County Board of Commissioners supported a 3% Lodging Tax for Unorganized Territory Township 54, Range 26, effective December 1, 1986; and

WHEREAS, the Itasca County Board of Commissioners has a Lodging Tax Joint Powers Agreement with the City of Grand Rapids for the purpose of imposing the tax and disposing of its proceeds in accordance to County Board direction; and,

WHEREAS, in compliance with Minnesota Statutes 469.190 LOCAL LODGING TAX Subd. 5., the County Board held a public hearing on June 9, 1998, at 3:05 p.m. in the Itasca County Boardroom to take public input on the ratification of the Itasca County Lodging Tax Ordinance and the amendment to the Lodging Tax Joint Powers Agreement,

NOW, THEREFORE, BE IT RESOLVED that the Itasca County Board of Commissioners hereby ratifies the Itasca County Lodging Tax Ordinance and amends the Lodging Tax Joint Powers Agreement between the City of Grand Rapids and the County of Itasca to include additional enforcement language.

Commissioner Saxhaug seconded the motion for the adoption of the resolution and it was declared adopted upon the following vote:

Yeas __5__ Nays __0__
Other _N/A_

District #1 __Y__ District #2 __Y__
District #3 __Y__ District #4 __Y__
District #5 __Y__

[ST]ATE OF MINNESOTA
[Of]fice of County Coordinator. ss.
[Co]unty of Itasca

I, ROBERT R. OLSON, Coordinator of County of Itasca, do hereby certify that I have compared the foregoing with the [or]iginal resolution filed in my office on the 9th day of June, A.D. 1998, and that the same is a true and correct copy of the [wh]ole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 9th day of June, A.D. 1998.

County Coordinator

By ______________________ Deputy

AMENDMENT

ITASCA COUNTY
LODGING TAX ORDINANCE

FAILURE TO FILE A RETURN:

a) If any operator required by this chapter to file a return shall fail to do so within the time prescribed, or shall make, willfully or otherwise, an incorrect, false, or fraudulent return, the operator shall, upon written notice and demand, file such return or corrected return within five days of receipt of such written notice and shall at the same time pay any tax due on the basis thereof. If such persons shall fail to file such return or corrected return, the tax administrator shall make a return or corrected return, for such person from such knowledge and information as the tax administrator can obtain, and assess a tax on the basis thereof, which tax (less any payments theretofore made on account of the tax for the taxable period covered by such return) shall be paid upon within five days of the receipt of written notice and demand for such payment. Any such return or assessment made by the tax administrator shall be prima facie correct and valid, and such person shall have the burden of establishing its incorrectness or invalidity in any action or proceedings in respect thereto.

b) If any portion of a tax imposed by this chapter, including penalties thereon, is not paid within 30 days after it is required to be paid, the Prosecuting Attorney for the municipality may institute such legal action as may be necessary to recover the amount due plus interest, penalties, the costs and disbursements of any action.

c) Upon a showing a good cause, the tax administrator may grant an operator one thirty (30) day extension of time within which to file a return and make payment of taxes as required by this chapter provided that interest during such period of extension shall be added to the taxes due at the rate of ten percent (10%) per annum.

PENALTIES.

a) If any tax imposed by this chapter is not paid within the time herein specified for the payment, or any extension thereof, there shall be added thereto a specific penalty equal to ten percent (10) of the amount remaining unpaid.

b) In case of any failure to make and file a return within the time prescribed by this chapter, unless it is shown that such failure is not due to willful neglect, there shall be added to the tax in addition to the ten percent (10%) specific penalty provided in subd. a) above, ten percent (10%) if the failure is for not more than 30 days with an additional five percent (5%) for each additional 30 days or fraction thereof during which such failure continues not exceeding twenty-five percent (25%) in the aggregate. If the penalty as computed does not exceed $10, a minimum penalty of $10 shall be assessed. The amount so added to any tax shall be collected at the same time and the same manner and as a part of the tax unless the tax has been paid before the discovery of the negligence, in which case the amount so added shall be collected in the same manner as the tax.

c) If any person willfully fails to file any return or make any payment required by this chapter, or willfully files a false or fraudulent return or willfully attempts in any manner to evade or defeat any such a tax of payment thereof, there shall also be imposed as a penalty an amount equal to 50 percent (50%) of any tax (less any amounts paid on the basis of such false or fraudulent return) found due for the period to which such return related. The penalty imposed by this subdivision shall be collected as part of the tax and shall be in addition to any other penalties provided by this chapter.

d) All payments received shall be credited first to penalties, next to interest, and then to the tax due.

e) The amount of tax not timely paid, together with any penalty provided by this section, shall bear interest at the maximum rate per annum as prescribed by Minnesota Statute 270.75 from the time such tax should have been paid until paid. Any interest and penalty shall be added to the tax and be collected as part thereof.

PENALTIES.

a) If any tax imposed by this chapter is not paid within the time herein specified for the payment, or any extension thereof, there shall be added thereto a specific penalty equal to ten percent (10) of the amount remaining unpaid.

b) In case of any failure to make and file a return within the time prescribed by this chapter, unless it is shown that such failure is not due to willful neglect, there shall be added to the tax in addition to the ten percent (10%) specific penalty provided in subd. a) above, ten percent (10%) if the failure is for not more than 30 days with an additional five percent (5%) for each additional 30 days or fraction thereof during which such failure continues not exceeding twenty-five percent (25%) in the aggregate. If the penalty as computed does not exceed $10, a minimum penalty of $10 shall be assessed. The amount so added to any tax shall be collected at the same time and the same manner and as a part of the tax unless the tax has been paid before the discovery of the negligence, in which case the amount so added shall be collected in the same manner as the tax.

c) If any person willfully fails to file any return or make any payment required by this chapter, or willfully files a false or fraudulent return or willfully attempts in any manner to evade or defeat any such a tax of payment thereof, there shall also be imposed as a penalty an amount equal to 50 percent (50%) of any tax (less any amounts paid on the basis of such false or fraudulent return) found due for the period to which such return related. The penalty imposed by this subdivision shall be collected as part of the tax and shall be in addition to any other penalties provided by this chapter.

d) All payments received shall be credited first to penalties, next to interest, and then to the tax due.

e) The amount of tax not timely paid, together with any penalty provided by this section, shall bear interest at the maximum rate per annum as prescribed by Minnesota Statute 270.75 from the time such tax should have been paid until paid. Any interest and penalty shall be added to the tax and be collected as part thereof.

AMENDMENT
TO
JOINT POWERS AGREEMENT (JPA)

This Amendment to the JPA between the City of Grand Rapids ("City") and Itasca County ("County"), is related to the collection of lodging tax in accordance with Minnesota Statutes, section 469.190.

WHEREAS, The City is currently administering the lodging tax for the County; and

WHEREAS, The City will be transferring the tax administration to the MN Department of Revenue as early as October 1, 2024;

NOW, THEREFORE, in exchange for the promises and other consideration set forth below, the parties agree as follows:

1. The City may enter into an agreement with the Commissioner of Revenue regarding each party's respective roles and responsibilities related to the imposition, administration, collection, enforcement and termination of the lodging tax in the county, township or city.

IN WITNESS WHEREOF the parties have signed this Amendment to the JPA as of the date set forth below.

City of Grand Rapids:

By:______________________________ ____

Name: Tasha Connelly, Mayor

By:______________________________

Name: Kim Gibeau, City Clerk

Itasca County:

By:______________________________

Name: John Johnson, Board Chair

By:______________________________

Name: Brett Skyles, County Administrator

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

Tuesday, September 3, 2024

REQUEST FOR BOARD ACTION: RBA-2024-351

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

AGENDA ITEM:
Approve the donation of 4 laptop computers and docks to Project Care Clinic and 2 laptop computers and docks to Bovey Public Library

BOARD ACTION REQUESTED:
Approve the donation of 4 laptop computers and docks to Project Care Clinic and 2 laptop computers and docks to Bovey Public Library.

BACKGROUND:
Donation of surplus equipment that has been decommissioned for County use, and needs to be disposed of. Many non-profit charitable organizations work on very thin budgets. The computers we recycle to places such as PC's for People could be redirected to charitable or educational organizations such as public libraries. This greatly benefits the **local** communities by providing access to resources that actually function properly. Thank you for your consideration.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

09/03/2024

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 09/10/2024 2:30 PM**

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

Tuesday, September 3, 2024

REQUEST FOR BOARD ACTION: RBA-2024-350

DEPARTMENT: Transportation **TIME REQUESTED:** < 5 Minutes
PRESENTER: Ryan Sutherland

AGENDA ITEM:
Approve final payment for Contract 60732 - Bituminous Paving Projects and authorize the County Board Chairperson and Clerk to the County Board to sign the Certificate of Final Payment

BOARD ACTION REQUESTED:
Approve final payment for Contract 60732 - Bituminous Paving Projects and authorize the County Board Chairperson and Clerk to the County Board to sign the Certificate of Final Payment.

BACKGROUND:
Ulland Brothers has completed the contract and it is recommended that final payment be processed. Contract 60732 included bituminous projects on CSAH 7 and CSAH 78 in Bigfork.

Bid Amount: $3,452,659.00
Final Amount: $3,567,078.63

Factors contributing to the final contract amount include bituminous density incentives earned by the contractor as well as the decision by the transportation department to add additional work to the project to take advantage of bid prices and available federal funding.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. FINAL RBA DOCUMENTS

09/03/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 09/10/2024 2:30 PM

CERTIFICATE FOR FINAL PAYMENT

State Of Minnesota

Project No.: SP 031-607-032, SAP 031-607-033
& SAP 031-678-006

County of Itasca

Contract No.: 60732

The County Board of Itasca County hereby recognizes that the work done by Ulland Brothers, Inc, of Cloquet, MN, under contract with Itasca County, made and entered into on July 25, 2023, relating to the furnishing of materials, and/or, the construction of the above named project has been completed.

We hereby approve of the Engineer's Final Estimate hereto attached, including variations from the original plans, and hereby find the Contractor entitled to total compensation for said work according to said estimate.

Dated: ____________, 2024

Signed: ________________________________
Chairman, Itasca County Board

____
Clerk to the County Board

CERTIFICATE OF PERFORMANCE FORM

County of Itasca

Project No.: SP 031-607-032, SAP 031-607-033 & SAP 031-678-006

Name of Contractor: Ulland Brothers, Inc

Contract No.: 60732

Total Value of Work: $3,567,078.63

I HEREBY CERTIFY to the Board of commissioners of the above named County, that I have been in charge of the work required by the above described contract; that all of such work has been done and performed as measured by and in accordance with and pursuant to the terms of said contract.

Karin Grandia Digitally signed by Karin Grandia Date: 2024.08.22 16:17:36 -05'00'

Date

County Highway Engineer
Karin Grandia

* CERTIFICATE of FINAL ACCEPTANCE *

CONTRACT NUMBER 60732 CONTRACTOR Ulland Brothers, Inc

DATE CERTIFIED

PAYMENT NUMBER 6

THE UNDERSIGNED CONTRACTOR DOES HEREBY CERTIFY THAT HE HAS PERFORMED AND COMPLETED ALL THE WORK DESCRIBED HEREIN IN ACCORDANCE WITH AND PURSUANT TO THE TERMS OF HIS CONTRACT, AND DOES HEREBY ACCEPT THIS FINAL VOUCHER AS BEING CORRECT, FULL AND COMPLETE AND DOES MAKE CLAIM FOR FINAL PAYMENT ON THIS CONTRACT IN ACCORDANCE WITH THE FINAL VOUCHER.

CONTRACTOR:

BY Ulland Brothers, Inc.

STATE OF MINNESOTA AND Ryan Swanson, V.P. Ryan Swanson

COUNTY OF ITASCA AND Tiffany Sathre, CFO

**** INDIVIDUAL ACKNOWLEDGMENT ****

ON THIS ______ DAY OF ______, 20 ___ , BEFORE ME PERSONALLY

APPEARED ______ TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING ACCEPTANCE AND ACKNOWLEDGED THAT HE EXECUTED THE SAME AS (HIS / THEIR) FREE ACT AND DEED.

**** CORPORATE ACKNOWLEDGMENT ****

Ryan Swanson AND Tiffany Sathre , TO ME PERSONALLY KNOWN, WHO, BEING EACH BY ME PERSONALLY SWORN, EACH DID SAY THAT THEY ARE RESPECTIVELY THE Vice President AND CFO OF THE Ulland Brothers, Inc. CORPORATION NAMED IN THE FOREGOING INSTRUMENT, AND THAT THE SEAL AFFIXED TO SAID INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION AND THE SAID INSTRUMENT WAS SIGNED AND SEALED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS President, Jeff Carlson , AND SAID Ryan Swanson AND Tiffany Sathre ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID CORPORATION.

NOTARIAL SEAL

MY COMMISSION AS NOTARY PUBLIC IN ITASCA COUNTY EXPIRES 1-31 , 20 25

Darla A Berge-Angell
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan 31 2025

Darla A Berge

SIGNATURE

Contract Number: 607032
Pay Request Number: 6

Project Number	Project Description
SAP 031-607-032	CSAH 7 Bituminous Rehabilitation - Bigfork to CSAH 75
SAP 031-607-033	CSAH 7 Bigfork - Hwy 38 to Scenic Estates
SAP 031-678-006	CSAH 78 BITUMINOUS REHABILITATION AND AGGREGATE SHOULDERING

Contractor:	Ulland Brothers, Inc. PO Box 340 Cloquet, MN 55720	**Vendor Number:** **Up To Date:**	000101209 07/10/2024

Contract Amount		Funds Encumbered	
Original Contract	$3,452,659.00	Original	$3,452,659.00
Contract Changes	$18,662.71	Additional	N/A
Revised Contract	$3,471,321.71	Total	$3,452,659.00

Work Certified To Date	
Base Bid Items	$3,548,415.92
Contract Changes	$18,662.71
Material On Hand	$0.00
Total	$3,567,078.63

Project	Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
SAP 031-607-032	$0.00	$2,761,113.78	$0.00	$2,733,502.63	$27,611.15	$2,761,113.78
SAP 031-607-033	$0.00	$590,523.15	$0.00	$584,617.92	$5,905.23	$590,523.15
SAP 031-678-006	$0.00	$215,441.70	$0.00	$213,287.29	$2,154.41	$215,441.70

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
$0.00	$3,567,078.63	$0.00	$3,531,407.84	$35,670.79	$3,567,078.63
		Percent: Retained: 0%			Percent Complete: 102.76%

This is to certify that the items of work shown in this certificate of Pay Estimate have been actually furnished for the work comprising the above-mentioned projects in accordance with the plans and specifications heretofore approved.

Approved By

County/City/Project Engineer

Date 7/15/2024

Approved By Ulland Brothers, Inc.

Contractor

Date 7/12/2024

Contract Payment Summary				
Payment Number	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2023-09-06	$441,330.50	$22,066.53	$419,263.97
2	2023-09-26	$607,308.19	$30,365.40	$576,942.79
3	2023-10-17	$2,110,065.38	$105,503.27	$2,004,562.11
4	2023-12-05	$388,492.21	$19,424.61	$369,067.60
5	2023-12-31	$19,882.35	($141,689.02)	$161,571.37
6	2024-07-10	$0.00	($35,670.79)	$35,670.79

Contract Funding Category Summary						
Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
SAP 031-607-032	1	$2,761,113.78	$0.00	$2,733,502.63	$27,611.15	$2,761,113.78
SAP 031-607-033	2	$590,523.15	$0.00	$584,617.92	$5,905.23	$590,523.15
SAP 031-678-006	3	$215,441.70	$0.00	$213,287.29	$2,154.41	$215,441.70

Contract Funding Source Summary					
Accounting Number	Funding Source Name	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
1	Regular (CSAH)	$5,661.14	$547,306.37	$543,920.84	$566,113.78
1	Federal	$21,950.01	$2,189,225.69	$2,175,683.53	$2,195,000.00
2	Regular (CSAH)	$5,905.23	$517,285.59	$516,521.61	$590,523.15
3	Municipal (CSAH < 5000)	$2,154.41	$217,504.06	$216,533.02	$215,441.70

Project Payment Summary					
Project	Payment Number	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
SAP 031-607-032	1	2023-09-06	$375,250.14	$18,762.52	$356,487.62
SAP 031-607-032	2	2023-09-26	$243,429.29	$12,171.46	$231,257.83
SAP 031-607-032	3	2023-10-17	$1,942,728.74	$97,136.43	$1,845,592.31
SAP 031-607-032	4	2023-12-05	$182,777.92	$9,138.90	$173,639.02
SAP 031-607-032	5	2023-12-31	$16,927.69	($109,598.16)	$126,525.85
SAP 031-607-032	6	2024-07-10	$0.00	($27,611.15)	$27,611.15
SAP 031-607-033	1	2023-09-06	$55,427.35	$2,771.36	$52,655.99
SAP 031-607-033	2	2023-09-26	$285,330.32	$14,266.52	$271,063.80
SAP 031-607-033	3	2023-10-17	$137,450.60	$6,872.53	$130,578.07
SAP 031-607-033	4	2023-12-05	$110,331.26	$5,516.56	$104,814.70
SAP 031-607-033	5	2023-12-31	$1,983.62	($23,521.74)	$25,505.36
SAP 031-607-033	6	2024-07-10	$0.00	($5,905.23)	$5,905.23
SAP 031-678-006	1	2023-09-06	$10,653.01	$532.65	$10,120.36
SAP 031-678-006	2	2023-09-26	$78,548.58	$3,927.42	$74,621.16
SAP 031-678-006	3	2023-10-17	$29,886.04	$1,494.31	$28,391.73
SAP 031-678-006	4	2023-12-05	$95,383.03	$4,769.15	$90,613.88
SAP 031-678-006	5	2023-12-31	$971.04	($8,569.12)	$9,540.16
SAP 031-678-006	6	2024-07-10	$0.00	($2,154.41)	$2,154.41

Project Funding Category Summary						
Project	**Funding Category Name**	**Work Certified to Date**	**Less Amount Retained**	**Less Previous Payments**	**Amount Paid this Request**	**Total Amount Paid to Date**
SAP 031-607-032	SAP 031-607-032	$2,761,113.78	$0.00	$2,733,502.63	$27,611.15	$2,761,113.78
SAP 031-607-033	SAP 031-607-033	$590,523.15	$0.00	$584,617.92	$5,905.23	$590,523.15
SAP 031-678-006	SAP 031-678-006	$215,441.70	$0.00	$213,287.29	$2,154.41	$215,441.70

Project Funding Source Summary					
Project	**Funding Source Name**	**Amount Paid this Request**	**Revised Contract Amount**	**Funds Encumbered to Date**	**Paid Contractor to Date**
SAP 031-607-032	1	$5,661.14	$547,306.37	$543,920.84	$566,113.78
SAP 031-607-032	1	$21,950.01	$2,189,225.69	$2,175,683.53	$2,195,000.00
SAP 031-607-033	2	$5,905.23	$517,285.59	$516,521.61	$590,523.15
SAP 031-678-006	3	$2,154.41	$217,504.06	$216,533.02	$215,441.70

Contract Item Status										
Project	**Line**	**Item**	**Description**	**Units**	**Unit Price**	**Contract Quantity**	**Quantity This Request**	**Amount This Request**	**Quantity To Date**	**Amount To Date**
SAP 031-607-032	1	2021.501/00010	MOBILIZATION	LS	$143,399.68	1	0	$0.00	1	$143,399.68
SAP 031-607-032	2	2104.502	REMOVE ECCENTRIC LOADER BCT	EACH	$825.00	4	0	$0.00	2	$1,650.00
SAP 031-607-032	3	2104.503/00205	SAWING BIT PAVEMENT (FULL DEPTH)	L F	$1.87	720	0	$0.00	720	$1,346.40
SAP 031-607-032	4	2104.504/00120	REMOVE BITUMINOUS PAVEMENT	S Y	$3.50	18609	0	$0.00	18386	$64,351.00
SAP 031-607-032	5	2106.507	EXCAVATION - COMMON (P)	C Y	$20.00	4793	0	$0.00	4561	$91,220.00
SAP 031-607-032	6	2106.507	SELECT GRANULAR EMBANKMENT (CV) (P)	C Y	$43.00	2682	0	$0.00	2015	$86,645.00
SAP 031-607-032	7	2108.607	GEOFOAM	C Y	$114.00	1585	0	$0.00	1145	$130,530.00
SAP 031-607-032	8	2112.519	SUBGRADE PREPARATION	RDST	$350.00	41.9	0	$0.00	41.3	$14,455.00

Contract Item Status

Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SAP 031-607-032	9	2118.509/00010	AGGREGATE SURFACING CLASS 1	TON	$32.50	3907	0	$0.00	3322.36	$107,976.70
SAP 031-607-032	10	2211.509	AGGREGATE BASE CLASS 5	TON	$20.00	4938	0	$0.00	5422.2	$108,444.00
SAP 031-607-032	12	2232.504/00040	MILL BITUMINOUS SURFACE (1.5")	S Y	$1.38	85691	0	$0.00	86008	$118,691.04
SAP 031-607-032	13	2360.509/12200	TYPE SP 9.5 WEARING COURSE MIXTURE (2,B)	TON	$59.50	23992	0	$0.00	25447.72	$1,514,139.34
SAP 031-607-032	14	2360.509/32205	TYPE SP 19.0 NON WEARING COURSE MIXTURE (2,B)	TON	$82.00	2381	0	$0.00	2772.35	$227,332.70
SAP 031-607-032	15	2540.602/00150	MAIL BOX SUPPORT	EACH	$110.00	6	0	$0.00	7	$770.00
SAP 031-607-032	16	2540.602/00155	RELOCATE MAIL BOX SUPPORT	EACH	$100.00	22	0	$0.00	10	$1,000.00
SAP 031-607-032	17	2554.502	END TREATMENT-TANGENT TERMINAL	EACH	$4,600.00	4	0	$0.00	2	$9,200.00
SAP 031-607-032	18	2554.603	RAISE GUARDRAIL	L F	$15.00	1220	0	$0.00	1137	$17,055.00
SAP 031-607-032	19	2563.601/00010	TRAFFIC CONTROL	LS	$6,533.33	1	0	$0.00	1	$6,533.33
SAP 031-607-032	20	2573.503/00023	SILT FENCE, TYPE MS	L F	$3.76	1688	0	$0.00	4158	$15,634.08
SAP 031-607-032	21	2575.501/00020	TURF ESTABLISHMENT	LS	$3,800.00	1	0	$0.00	1	$3,800.00
SAP 031-607-032	22	2580.503/00010	INTERIM PAVEMENT MARKING	L F	$0.30	27847	0	$0.00	41743	$12,522.90

Contract Item Status

Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SAP 031-607-032	23	2582.503	4" SOLID LINE PAINT	L F	$0.32	12851	0	$0.00	14021	$4,486.72
SAP 031-607-032	24	2582.503/10204	4" BROKEN LINE PAINT	L F	$0.32	2313	0	$0.00	4991	$1,597.12
SAP 031-607-032	25	2582.503/10404	4" DOUBLE SOLID LINE PAINT	L F	$0.64	12683	0	$0.00	9827	$6,289.28
SAP 031-607-032	26	2582.503	4" SOLID LINE PAINT GROUND IN (WR)	L F	$0.80	69456	0	$0.00	68896	$55,116.80
SAP 031-607-033	1	2021.501	MOBILIZATION	LS	$56,111.80	1	0	$0.00	1	$56,111.80
SAP 031-607-033	2	2101.501	CLEARING AND GRUBBING	LS	$8,275.00	1	0	$0.00	1	$8,275.00
SAP 031-607-033	3	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	L F	$1.87	2052	0	$0.00	2056	$3,844.72
SAP 031-607-033	4	2104.503	REMOVE CURB AND GUTTER	L F	$9.00	140	0	$0.00	174	$1,566.00
SAP 031-607-033	5	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	$6.25	796	0	$0.00	841	$5,256.25
SAP 031-607-033	6	2104.618	REMOVE AND REPLACE BITUMINOUS PAVEMENT	S F	$6.50	3232	0	$0.00	3232	$21,008.00
SAP 031-607-033	7	2106.507	EXCAVATION - COMMON	C Y	$34.00	453	0	$0.00	45	$1,530.00
SAP 031-607-033	8	2106.507	COMMON EMBANKMENT (CV)	C Y	$21.00	283	0	$0.00	248	$5,208.00
SAP 031-607-033	9	2211.507	AGGREGATE BASE (CV) CLASS 5	C Y	$59.00	150	0	$0.00	332.58	$19,622.22
SAP 031-607-033	10	2232.504	MILL BITUMINOUS SURFACE (2.0")	S Y	$2.81	6307	0	$0.00	6307	$17,722.67

Contract Item Status

Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SAP 031-607-033	11	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (2,B)	TON	$80.00	701	0	$0.00	1187.27	$94,981.60
SAP 031-607-033	12	2501.502	15" RC PIPE APRON	EACH	$1,750.00	2	0	$0.00	2	$3,500.00
SAP 031-607-033	13	2501.602	TRASH GUARD FOR 15" PIPE APRON	EACH	$980.00	2	0	$0.00	2	$1,960.00
SAP 031-607-033	14	2503.503	15" RC PIPE SEWER	L F	$120.00	83	0	$0.00	90	$10,800.00
SAP 031-607-033	15	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN G OR H	EACH	$4,000.00	3	0	$0.00	3	$12,000.00
SAP 031-607-033	16	2506.502	CASTING ASSEMBLY	EACH	$1,080.00	3	0	$0.00	3	$3,240.00
SAP 031-607-033	17	2521.518	4" CONCRETE WALK	S F	$10.00	7726	0	$0.00	7488	$74,880.00
SAP 031-607-033	18	2521.518	6" CONCRETE WALK	S F	$12.00	273	0	$0.00	244	$2,928.00
SAP 031-607-033	19	2531.503	CONCRETE CURB AND GUTTER DESIGN B618	L F	$40.00	599	0	$0.00	658	$26,320.00
SAP 031-607-033	20	2531.503	CONCRETE CURB AND GUTTER DESIGN D418	L F	$40.00	1144	0	$0.00	1144	$45,760.00
SAP 031-607-033	21	2531.504	7" CONCRETE DRIVEWAY PAVEMENT	S Y	$126.00	38	0	$0.00	81.5	$10,269.00
SAP 031-607-033	22	2531.618	TRUNCATED DOMES	S F	$60.00	48	0	$0.00	55.7	$3,342.00
SAP 031-607-033	23	2545.502	LIGHTING UNIT TYPE SPECIAL	EACH	$7,438.00	4	0	$0.00	4	$29,752.00
SAP 031-607-033	24	2545.502	LIGHT FOUNDATION DESIGN E	EACH	$1,132.00	4	0	$0.00	4	$4,528.00

Contract Item Status

Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SAP 031-607-033	25	2545.502	SERVICE CABINET -TYPE B	EACH	$7,663.00	2	0	$0.00	2	$15,326.00
SAP 031-607-033	26	2545.503	2" NON-METALLIC CONDUIT	L F	$10.00	800	0	$0.00	964	$9,640.00
SAP 031-607-033	27	2545.503	UNDERGROUND WIRE 1/C 8 AWG	L F	$1.32	2400	0	$0.00	2877	$3,797.64
SAP 031-607-033	28	2563.601	TRAFFIC CONTROL	LS	$5,600.00	1	0	$0.00	1	$5,600.00
SAP 031-607-033	29	2571.502	DECIDUOUS TREE 2" CAL CONT	EACH	$1,500.00	10	0	$0.00	10	$15,000.00
SAP 031-607-033	30	2573.502	STORM DRAIN INLET PROTECTION	EACH	$199.00	5	0	$0.00	9	$1,791.00
SAP 031-607-033	31	2573.503	SILT FENCE, TYPE MS	L F	$3.76	1940	0	$0.00	2898	$10,896.48
SAP 031-607-033	32	2575.501	TURF ESTABLISHMENT	LS	$32,577.50	1	0	$0.00	1.75	$57,010.63
SAP 031-607-033	33	2582.503	4" DOUBLE SOLID LINE PAINT	L F	$0.64	1300	0	$0.00	1394	$892.16
SAP 031-607-033	34	2582.518	CROSSWALK PREFORM THERMOPLASTIC GROUND IN	S F	$37.50	144	0	$0.00	144	$5,400.00
SAP 031-678-006	1	2021.501	MOBILIZATION	LS	$36,986.80	1	0	$0.00	1	$36,986.80
SAP 031-678-006	2	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	L F	$1.87	50	0	$0.00	153	$286.11
SAP 031-678-006	3	2104.503	REMOVE PIPE CULVERTS	L F	$19.00	72	0	$0.00	72	$1,368.00
SAP 031-678-006	4	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	$4.50	1431	0	$0.00	1431	$6,439.50
SAP 031-678-006	5	2106.507	EXCAVATION - SUBGRADE	C Y	$17.00	483	0	$0.00	355	$6,035.00

Contract Item Status

Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SAP 031-678-006	6	2108.504	GEOTEXTILE FABRIC TYPE 5	S Y	$2.00	1130	0	$0.00	1130	$2,260.00
SAP 031-678-006	7	2112.519	SUBGRADE PREPARATION	RDST	$450.00	3.4	0	$0.00	3.4	$1,530.00
SAP 031-678-006	8	2118.509	AGGREGATE SURFACING CLASS 1	TON	$62.00	230	0	$0.00	142.7	$8,847.40
SAP 031-678-006	9	2211.509	AGGREGATE BASE CLASS 5	TON	$20.00	762	0	$0.00	594.08	$11,881.60
SAP 031-678-006	10	2231.509	BITUMINOUS PATCHING MIXTURE	TON	$114.00	58	0	$0.00	115.75	$13,195.50
SAP 031-678-006	11	2232.504	MILL BITUMINOUS SURFACE (1.75")	S Y	$2.24	6097	0	$0.00	6097	$13,657.28
SAP 031-678-006	12	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (2,B)	TON	$75.00	881	0	$0.00	904.04	$67,803.00
SAP 031-678-006	13	2360.509	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2,B)	TON	$97.00	129	0	$0.00	143.43	$13,912.71
SAP 031-678-006	14	2451.507	COARSE AGGREGATE BEDDING (CV)	C Y	$60.00	40	0	$0.00	45	$2,700.00
SAP 031-678-006	15	2501.502	24" GS PIPE APRON	EACH	$850.00	2	0	$0.00	2	$1,700.00
SAP 031-678-006	16	2501.503	24" CP PIPE CULVERT	L F	$78.00	72	0	$0.00	72	$5,616.00
SAP 031-678-006	17	2506.602	ADJUST FRAME AND RING CASTING	EACH	$775.00	1	0	$0.00	1	$775.00
SAP 031-678-006	18	2563.601	TRAFFIC CONTROL	LS	$1,866.67	1	0	$0.00	1	$1,866.67
SAP 031-678-006	19	2573.503	SILT FENCE, TYPE HI	L F	$4.21	800	0	$0.00	490	$2,062.90

Contract Item Status

Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SAP 031-678-006	20	2575.501	TURF ESTABLISHMENT	LS	$12,398.39	1	0	$0.00	1	$12,398.39
SAP 031-678-006	21	2582.503	4" SOLID LINE PAINT	L F	$0.32	4942	0	$0.00	4920	$1,574.40
SAP 031-678-006	22	2582.503	4" DOUBLE SOLID LINE PAINT	L F	$0.64	2471	0	$0.00	2460	$1,574.40
Base Bid Totals:								**$0.00**		**$3,548,415.92**

Project Category Totals

Project	Category	Amount This Request	Amount To Date
SAP 031-607-032	P-607-032	$0.00	$2,744,186.09
SAP 031-607-033	P-607-033	$0.00	$589,759.17
SAP 031-678-006	P-678-006	$0.00	$214,470.66

Contract Change Item Status

Project	CC	Line	Item	Unit Price	Contract Quantity	Contract Amount	New Item or Adj to Existing	Quantity This Request	Amount This request	Quantity To date	Amount To Date
SAP 031-607-032	BK1	27	2360 Bituminous Density Incentive (LS)	$16,927.69	1	$16,927.69	ITM	0	$0.00	1	$16,927.69
SAP 031-607-033	BK1	35	2360 Bituminous Density Incentive (LS)	$763.98	1	$763.98	ITM	0	$0.00	1	$763.98
SAP 031-678-006	BK1	23	2360 Bituminous Density Incentive (LS)	$971.04	1	$971.04	ITM	0	$0.00	1	$971.04
Contract Change Totals:									**$0.00**		**$18,662.71**

Contract Change Totals

Number	Description	Effective Date	Amount
1	Bituminous Density Incentive	10/23/2023	$16,927.69
1	Bituminous Density Incentive	10/23/2023	$763.98
1	Bituminous Density Incentive	10/23/2023	$971.04

Material On Hand Additions

Line	Item	Description	Date	Added	Comments

Material On Hand Balance

Line	Item	Description	Date	Added	Used	Remaining

Contract Total	$3,567,078.63

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

Tuesday, September 3, 2024

REQUEST FOR BOARD ACTION: RBA-2024-357

DEPARTMENT: Land Department
TIME REQUESTED: < 5 Minutes
PRESENTER: Kory Cease

AGENDA ITEM:
Approve the Event Lease Agreement between the Minnesota Timber Producers Association and Itasca County for the 2024 North Star Expo, and authorize necessary signatures

BOARD ACTION REQUESTED:
Approve the Event Lease Agreement between the Minnesota Timber Producers Association and Itasca County for the 2024 North Star Expo, and authorize necessary signatures.

BACKGROUND:
The event contract layout and language used in this event lease agreement was developed with the County Attorney's Office (Re: CRT-4171). Proceeds will be sent to the Itasca County Agricultural Association to be placed in the Fairgrounds Maintenance Fund. The security deposit will be held by Itasca County.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. 2021 North Star Expo Lease Agreement

09/03/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 09/10/2024 2:30 PM

County of Itasca, Minnesota
Lease Agreement

This Agreement is made effective this **27th day** of **July 2021**, by and between **Itasca County ("Lessor")**; and **MN Timber Producers Association**, ("Lessee"). For good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge the parties agree as follows:

1. **Authority.** This Agreement is granted pursuant to the provisions of Minnesota Statutes Section 373.01, Subdivision(1)(a)(4) and Minnesota Statutes Section 398.32, Subdivision 3.

2. **Premises**. Lessor in consideration of the terms, conditions and contracts contained herein, and subject to such special conditions as are set forth in the Special Conditions attached hereto and made a part hereof and marked as Exhibit A, Exhibit B attached hereto and made a part hereof, and the payment of the Lease Agreement Fee to be paid by Lessee, Lessor hereby leases to the Lessee, subject at all times to sale, contract and use for other purposes, the non-exclusive rights in the described Premises as set forth below:

☐ A - Cattle barn	☐ B - Horse barn
☐ C - Beef Barn	☐ D – Poultry
☐ F - United Methodist Church	☐ H - New Moose Club
☐ I - Corn Palace	☐ J - Solid Rock
☐ K - Bingo Hall	☐ L – Eagles
☐ M - All Purpose	☐ N - Announcement Booth
☐ O - Children's barn	☐ P – Restroom
☒ Q - 4H Food Booth	☐ T - Conservation Building
☐ V - Agriculture/Horticulture Building	☐ W - 4H Exhibit
☒ X - Commercial Exhibit	☐ Y - Committee on Aging
☒ Z - Arts and Craft	☐ AA – Gazebo
☐ CC - Old Beer Garden	☐ DD - DNR Building
☐ EE - Grand Stand	☐ FF – Storage
☐ GG – Shelter	☒ HH - Trailhead Building
☒ Grounds	☒ Parking Lot
☐ Race Track	☒ Horse Arena

2.1 Personal Property/Fixtures: Personal Property or fixtures within the Premises shall not be deemed leased under this Agreement, unless otherwise authorized in writing.

3. **Warranties.** Lessor does not warrant its title to the premises nor undertake to defend the Lessee in the peaceable possession or use thereof. No covenant of quiet enjoyment is made. Lessee shall indemnify and hold Lessor harmless from any and all claims for damages against Lessor by third parties as a result of this Agreement.

4. **Exhibits.** This Lease Agreement is subject to such special conditions as are set forth in the Special Conditions Supplement attached hereto and made a part hereof and marked as Exhibit A. This Lease Agreement is subject to such terms as are set forth in Exhibit B as to insurance and indemnification.

5. **Term**. The term of this Agreement shall commence on the date set forth above and shall end at 12:00 a.m. on **September 20, 2021**. The term of this Agreement is subject to termination pursuant to the default provisions in paragraph 10 herein. The Agreement may be extended or modified if provided for in the Special Conditions marked as Exhibit A.

6. **Lease Agreement-Fee.** Lessee shall pay to Lessor a non-refundable Lease Agreement Fee of **$ 2,500.00** for the non-exclusive rights to the Premises as set forth above or as set forth in the Special Conditions marked as Exhibit A.

7. **Security Deposit**. Simultaneously with the execution of this Lease, Lessee shall deposit with Lessor the sum of **Five Hundred Dollars ($ 500.00)** as a security deposit. Such security deposit shall be considered as security for the payment and performance by Lessee of all of Lessee's obligations, covenants, conditions and agreements under this Lease. Upon the expiration of the term hereof, Lessor shall, provided that Lessee is not in default under the terms hereof, return and pay back such security deposit to Lessee as set forth below. In the event of any default by Lessee hereunder, Lessor shall have the right, but shall not be obligated, to apply all or any portion of the security deposit to cure such default, in which event Lessee shall be obligated to promptly deposit with Lessor the amount necessary to restore the security deposit to its original amount.

7.1 The Security Deposit may be applied to offset any damages that may occur during the event from the Lessee or the Lessee's invitees. Review of all Premises will be conducted prior to and following the term of this Agreement. Deposits will be returnable up to two weeks after the termination of this Agreement and only if no damage has occurred. In the event of damages exceeding the amount as set forth above the Lessee will be liable for the balance of the damages.

7.2 The Security Deposit may be applied to offset any cleanup that has not been completed during or after the event. Review of all Premises will be conducted prior to and following the Term of this Agreement. Deposits will be returnable up to two weeks after the termination of this Agreement and only if no cleanup is needed. In the event of the cost of cleanup exceeds the amount as set forth above the Lessee will be liable for the balance of the cost.

8. **Encumbrance.** This Agreement is subject to all existing easements, rights-of-way, licenses, contracts, commingling contracts and other encumbrances upon the Premises and Lessor shall not be liable to Lessee for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that holder thereunder.

9. **Maintenance.** Lessee shall maintain the Premises in good repair, keeping them safe and clean, removing all refuses and debris that may accumulate, to the extent consistent with sound and customary practices. Lessee shall comply with all laws affecting the Premises, including Federal, state or local statute, law, rule, regulation or ordinance, unless otherwise exempt.

10. **Termination.** The Lessor has the right to cancel this Agreement for nonpayment of any amount due under this Agreement or other violation of the terms and conditions of this Agreement. Termination of this Agreement does not relieve the Lessee from any liability for payment or other liability incurred under this Agreement.

10.1 This Agreement may be cancelled by the Lessor, if the Lessee has failed to secure all permits/licenses and approvals if any are necessary for the Lessee's approved activity as stated on the Special Conditions marked as Exhibit A.

10.2 Lessee shall, on the termination date, or earlier as provided for in this Agreement, peaceably and quietly surrender the Premises to the Lessor in a condition satisfactory to the Lessor. If the Lessee fails to surrender the Premises on the termination of this Agreement, the Lessor may obtain a court order as permitted by law to eject or remove the Lessee from the Premises and Lessee shall indemnify the Lessor for all expenses incurred by the Lessor.

10.3 In addition, Lessee shall remove all of Lessee's personal property at Lessee's expense, from the Premises prior to or at the termination date and time per this Agreement. Any personal property remaining shall be considered abandoned and shall be disposed of by the Lessor according to law. If this Agreement is terminated prior to its termination date, the Lessee shall not be relieved of any obligation incurred prior to termination.

10.4 Lessee acquires no additional rights by holding the Premises after termination and shall be subject to legal action for removal.

10.5 If Lessee defaults in compliance with its obligations under this Agreement, Lessor shall have the right in its exclusive discretion to permit Lessee to cure, and Lessor shall have the right upon Lessee's failure to cure such default within 10 days after receipt of written notice specifying such default, to seek such remedies or combination of remedies as may be available at law or in equity, including without limitation specific performance, damages, or termination of this Agreement. Lessor's remedies shall expressly include the right to evict Lessee and take possession of the Premises.

10.6 Lessee may terminate this Agreement for good cause, which will be at the discretion of the Lessor. In the event that this Agreement is terminated for good cause at the discretion of the Lessor, the lease-fee shall not be refundable, and the security deposit shall be handled in accordance with numbers 7, 7.1, and 7.2 above.

11. Right of Entry. Lessor, or its agents, contractors, or employees shall have the right to enter upon and into said Premises at any time to inspect the same. Such inspection shall not unreasonably hinder or interrupt the operations of the Lessee, except in cases where emergency entry is necessary to preserve the Premises and other property.

12. Liability. This Agreement shall not be construed as imposing any liability on the Lessor for injury or damage to the person or property of the Lessee, or to any other persons or property, arising out of any use of the Premises, or under any other easement, right-of-way, license, lease or other encumbrance now in effect.

12.1 Indemnification. Lessee agrees to defend, indemnify and hold harmless Lessor, its elected officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney fees resulting directly or indirectly from any act or omission of Lessee, anyone directly or indirectly employed by them and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Agreement and against all loss by reason of failure of said Lessee to perform fully, in any respect, all obligations under this Agreement. See **Exhibit B**.

12.2 Insurance. Lessee agrees at all times during the term of this Agreement to have and keep in force insurance, either under a self-insurance program or separate insurance policy, as indicated and shown in attached Exhibit B and/or the Special Conditions marked as Exhibit A.

12.3 The Lessor reserves the right to terminate, suspend or rescind any Agreement not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Lessee. All insurance policies shall be open to inspection by the Lessor, and copies of policies shall be submitted to the Lessor upon written request.

13. Banned Substances. Lessee agrees that no tobacco products, drugs, or illegal substances of any kind shall be sold or distributed on the premises under any circumstances. Alcohol may be served or sold if Lessee is properly licensed/permitted by the appropriate licensing/permitting authority and as authorized in the Special Conditions marked as Exhibit A. Lessee understands that any violation of this paragraph shall give the Lessor the rights to terminate this Agreement without penalty to the Lessor, and permanently bar Lessee, or any member or guest of lessee, from the Premises.

14. Lost Property. The Lessor assumes no responsibility whatsoever, for any property placed on the Premises, and the Lessor is hereby expressly released and discharged from any and all liabilities for any loss of property and discharged from any and all liabilities for any loss of property that may be sustained by the use of said Premises under this Agreement.

15. Right to Control. It is understood that the Lessor hereby reserves the right to control and manage the Premises and to enforce all necessary and proper rules for the management and operation of the Premises and for the Lessor employees or other authorized representatives to enter and exercise their authority at the Premises at any time. The Lessor also reserves the right, but not the duty, through its employees and representatives, to eject any objectionable person or persons from the Premises and Lessee hereby waives any and all claims for damages against the Lessor or any of its representatives resulting from the exercise of this authority.

16. Recovery of Expenses. If it is necessary for the Lessor to incur expenses by court action or otherwise for the ejectment of Lessee or Lessee's invitees, or the removal from the leased premises of the Lessee's or Lessee's invitee's personal property, or recovery of the amount due under this Agreement , or for any other remedy of the Lessor under this lease, and the Lessor prevails in the court action or otherwise, then the Lessee shall pay to the Lessor all expenses, including attorney's fees, thus incurred by the Lessor.

17. Severability. If any clause or provision of this Agreement is or becomes illegal, invalid or unenforceable because of present or future laws or any rule or regulation or ordinance, unless exempt, the intentions of the Lessor and Lessee here is that the remaining parts of this Agreement shall not be affected thereby.

18. Governing Law. The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties herein and performance under it. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located within the County of Itasca, State of Minnesota. Litigation, however, in the federal courts involving the parties herein will be in the appropriate federal court within the State of Minnesota. Any claim, controversy or dispute arising out of this Agreement may upon mutual agreement of the parties be referred to non-binding or binding arbitration in accordance with the commercial rules of the American Arbitration Association. If any provisions of this Agreement are held invalid, illegal or unenforceable, the remaining provisions will not be affected.

19. Modifications/Amendment. Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, and signed by authorized representative of the Lessor and Lessee.

20. Notification. Any notice given under this Contract shall be in writing and served upon the other party either personally or by depositing such notice in the United States mail with proper address and sent by certified mail, return receipt requested. Service shall be effective on the earlier of receipt or five days after the depositing of the notice in the United States mail. The proper mailing addresses for Lessor and Lessee for the purposes of serving notice are as follows:

<u>**Lessor**</u>

Itasca Lessor Land Department
c/o Land Commissioner
1177 LaPrairie Avenue
Grand Rapids, Minnesota 55744

Itasca Lessor Auditor
Lessor Courthouse
123 NE 4th Street
Grand Rapids, Minnesota 55744

<u>**Lessee**</u>

Ray Higgins
MN Timber Producers Association
324 West Superior Street Suite 903
Duluth, MN 55802

21. Compliance with Laws. Lessee shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations, unless exempt, now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, programs and staff for which Lessee is responsible.

22. Records Audition and Retention. Lessee's books, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Agreement 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 Agreement. Lessee 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.

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

24. Assignment. Lessee shall not encumber or assign this Agreement or sublet the Premises or any part thereof without prior written consent of Lessor. No action of Lessor in collecting payment from any sublessee, assignee, or occupant shall constitute a waiver hereof.

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

25.1 If this Agreement conflicts with a Special Conditions, the Special Conditions shall control.

EXECUTION

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

Dated this ______ day of ____________________, __________.

Lessee:___________________________
(Lessee's Name)

By: _______________________________
Its _____________________________

Lessor: County of Itasca

By: _________________________________
Its__________________________________
Chair of the Board of Commissioners

By:________________________________
Its__________________________________
Clerk of the Board of Commissioners

APPROVED AS TO FORM & EXECUTION

By: _________________________________
Itasca County Attorney

Special Conditions Supplement

Event Agreement

Exhibit A

This document shall be considered the Special Conditions to the Lease Agreement between **Itasca County**, hereinafter referred to as "Lessor", and **MN Timber Producers Association**, hereinafter referred to as "Lessee", which was made effective on the **27th** day of **July 2021**.

Both Lessor and Lessee mutually agree to the following in addition to the terms contained in the Lease Agreement made effective on the **27th** day of **July 2021**.

Please describe activities below (i.e. beer garden, vendors, food booths, activities requiring license/permit, detailed description of event, etc.):

MN Timber Producers will be putting on the 2021 North Star Expo to display heavy equipment and supplies used in the Logging industry. They will be having food vendors and vendor displays throughout the grounds.

Both parties of this contract mutually agree to the following in addition to the terms contained in the Lease Agreement.

1. Lessee will be responsible for providing garbage dumpsters and removal after event.
2. Lessee will be responsible for providing and maintaining additional portable restrooms.
3. Lessee will be responsible for all Parking Staff as needed.
4. Licensed/Permitted Activity under Section ____ "Banned Substances" of the Lease Agreement, if applicable (i.e. beer garden, etc.):
    a. **No Beer Garden will be Provided**.
5. Lessee is allowed to use the following personal property or fixtures within the leased Premises, if applicable: **Electricity.**
6. Movement and use of Picnic Tables: **Additional $500.00 rental fee**
7. Extension of Term, if applicable: **No extension of Terms will be needed**.
8. Insurance, if different than that contained in Exhibit B: **N/A**
9. Sublease/subcontract, if applicable: **All Vendors**
10. **All visitor parking will be confined to the west parking lot and the grass area north and west of the Mesabi Trail entrance. Use west entrance gate.**

Mobile Food booths will be limited to ___**10**_____ mobile food booths

COVID-19 Addendum.

To help minimize the spread of COVID-19 within Itasca County, Lessor may need to make decisions that affect events and facilities on County property.

Lessor reserves the right to postpone or close any event pertaining to this Agreement for the protection and general welfare of the public during the Term of this Agreement. Any postponement or closer will be reduced to writing either by email or in the form of a letter. When possible, the notification will be given 24 to 48 hours in advanced but may be less if an emergency. If the Lessor postpones or cancels an event no fee will be charged for the planned event.

Lessee acknowledges there may be inherent public health risks to event staff and participants when holding this event. Lessee supports the following recommended safety practices to help reduce public health risks at the event.

1. Wearing of masks for attendees who are unvaccinated.
2. Social distancing of 6 feet between attendees from different households.
3. Minimize overall number of attendees or crowd size, limiting size of groups.
4. Manage traffic flow and prevent congregating of people at the event.
5. Avoid serving food buffet style, use single boxed foods or single server with proper PPE.
6. Have masks and hand sanitation stations available, disinfecting frequently touched surfaces.
7. Have people stay at home if sick and discourage participation of those who are at high risk.

Lessee agrees to follow all CDC and Minnesota Department of Health COVID-19 guidelines applicable at the time of the event, as well as any State of Minnesota Executive Orders applicable at the time of the event. Lessee also agrees to develop and utilize a COVID-19 Preparedness Plan for the event that is approved by the Itasca County Health and Human Services Public Health Division.

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

Tuesday, September 3, 2024

REQUEST FOR BOARD ACTION: RBA-2024-358

DEPARTMENT: Land Department **TIME REQUESTED:** < 5 Minutes
PRESENTER: Sara Thompson

AGENDA ITEM:
Approve the Event Lease Agreement between the Minnesota Timber Producers Association and Itasca County for the 2024 North Star Expo, and authorize necessary signatures

BOARD ACTION REQUESTED:
Approve the Event Lease Agreement between the Minnesota Timber Producers Association and Itasca County for the 2024 North Star Expo, and authorize necessary signatures.

BACKGROUND:
Planning for this project since 2021 has included ARDC, City of Nashwauk, mineral stakeholders, MNDNR Land and Minerals, IRRR, GRIMBA, CEDA, and Itasca County, who have worked with Aune Fernandez Landscape Architects and Kay-Linn Enterprises to identify potential outcomes, develop cost estimates, and conceptual designs. The location of the trailhead would provide connections to existing ATV trails, snowmobile trails, the Mesabi Trail, LaRue Pit, disk golf course, community garden, and the future mountain biking trail development. Trailhead amenities roughly outlined to include 24 trailer parking stalls, 30 standard parking stalls, monument sign, picnic shelter, kiosk and bike racks, ATV/bike wash station, double vault toilet & water hydrant, gravel trail, and stormwater management.

COUNTY ATTORNEY REVIEW: No

SUPPORTING DOCUMENTATION:
1. NASHWAUK-TH-PROJ-PROPOSAL

RESULT:	**PULLED FROM AGENDA**

ITASCA COUNTY: NASHWAUK TRAILHEAD PROJECT - SCHEMATIC DESIGN, CONSTRUCTION BID DOCUMENTS & CONSTRUCTION ADMINISTRATION

Submitted to Itasca County
Attn: Sara Thompson
Submitted by Aune Fernandez Landscape Architects
April 4, 2024

Overview

This scope of work provides design and engineering services to provide completed construction bid documents, bidding and construction administration services related to the development of a trailhead facility located in the City of Nashwauk, Itasca County Minnesota. Per our conversations and communication to date we understand the scope of work is to be rooted in a process with Itasca county staff, city staff and CDEDA to scope and develop the appropriate project for available project funding. The process will use the current concept(Attachment A: Area within the red boundary represents the extents of this work) as the direction for design development through construction documents. Key elements of the project will include, but are not limited to, gravel parking area, ATV/UTV wash station, boulder alignment, new water and electrical utilities, stormwater management system, site light, trailhead sign, pre-fabricated open air shelter and other potential project amenities. It is understood that cost vetting and owner considerations will result in changes to the design as the design process develops. We understand that funding for the Trailhead is not currently understood and that the scope of the work will adjust when and if the budget is secured. We have provided our scope and fees so that our process could pause at the completion of Design Development 60% documents while funding is secured. This would allow the construction bid document phase of work to adjust to final budgets and scheduling.

We are proposing 3 design partners; Paulson & Clark Engineering(Elec.), Rehder and Associates (Civil) and Loeffler Consulting (cost estimating) to assist in the developmf design and engineering documents, vetting of the plans and cost estimates. We have a long history with all three firms extending back more than 10 years on over 25 projects.

The scope is proposed as follows:

- Design Development: 60% Complete
    - Conduct a Kick-off meeting with Itasca Co., City of Nashwauk & CEDA representatives. Confirm project scope expectations and establish a construction

budget range. This will meeting will be used to guide the work and approach. Conduct site visit during this meeting visit. (Mtg. 1-In-person)
  - Due diligence and outreach for utility considerations, permitting and other entitlement requirements of the project.
  - Conduct multi-discipline engineering review and assessment. Identify issues/requirements related to stormwater requirements, access to and the provision of electrical service to the site, potable water options and types and sizing of services for DD documents.
  - Benchmarking: Provide narrative and existing concept for cost estimating.
  - Hold a budget review meeting with County, City & CEDA, determine direction or any considerations for scope adjustments. (Mtg. 2-Virtual)
  - Develop 60% DD Documents. Site plan, layout plan, grading, drainage, utilities, electrical design, connection points, wash station power and site light, site details, pre-fab shelter system identification, pavement sections, and other plans and information as appropriate for 60% complete documentation.
  - 60% DD documents to include Itasca county front end (Div.0 & Div.1) specifications and Div. 2 thru Div. 32 technical specifications as needed.
  - Develop phasing diagram and narrative and/or alternate bid items for consideration in cost estimating.
  - Conduct 60% construction estimate.
  - Review DD plans and cost estimate with County staff, City & CEDA. (Mtg. 3-Virtual)
  - Provide final 60% plans, cost estimates, phasing diagrams and phasing estimate.
  - If needed, the concept rendering will be revised to reflect the current scope and direction of the project.

**We have identified that at the completion of the 60% phase of documents that the project could pause for fundraising and/or other funding activities.*

- Construction Documents: 100% Bid Documents
  - Conduct review meeting with county staff City and CEDA to determine the final scope for construction document production. (Mtg. 4-Virtual)
  - Based on feedback, develop 95% complete construction bid documents and manual.
  - Conduct 95% cost estimate.
  - Conduct Itasca Co. Staff, city and CEDA review meeting. (Mtg. 5)
  - Based on meeting outcomes, outline directions for final revisions.
  - Revise construction bid documents and deliver 100% manual for Bidding.

- Bidding
  - Assist Itasca Co. staff with bidding
  - Provide addendum questions and answer
  - Pre-bid site meeting by Co. staff
  - Review Bids and provide feedback
  - Provide bidder follow up and procurement assistance in preparation for construction.

- Construction Administration
  - Attend Pre-con meeting (Virtual)
  - Provide 2 CA Site visits (In-person)

  - Issue ASI, CO, shop review, submittals and other information as needed.
  - Punch list site visit Issue punch list after site visit
  - Punch list site review by Co. staff.
  - Provide 11 mo. Warrantee site visit. And issue memo for observations and any warrantee items.

ASSUMPTIONS

- A site survey consisting of, but not limited to, property lines, easements, topography, site features, vegetation, utilities, adjacent roads, will be provided by others in Auto CAD format. AFLA to assist with determining the scope of the survey and obtaining up to 3 quotes on behalf of the county.
- Geotechnical investigation and report will be provided by others. The geotechnical report to provide boring and soils information, paving recommendations, other structural footing and foundation recommendations. AFLA to assist with determining the scope of the geotechnical report and obtaining up to 3 quotes on behalf of the county.
- Shelter will be a prefabricated type. Design and engineering of the structure and footing system by manufacturer. AFLA to coordinate and specify the make and model for inclusion in the project if budgets allow.
- There are no wetland, historical or environmental considerations at this site in need of documentation or impacting the project.
- Construction Staking by Contractor
- No environmental work/reports are included.
- Electrical design will account for future needs at the site.
- Services are for the deliverable of 1 Bid document, that may include an alternate.
- Bidding will be hosted/provided by Itasca Co.
- Pending the length of time the project may be on hold and/or potential changes to the scope of the work, the AFLA team will readdress fees related to the 100% document, bidding and Construction administration phases of work.

FEE PROPOSAL

We propose to perform the above described scope of work as a Lump Sum not to exceed fee based on the following breakdown of tasks:

Current Suggest Services		
-	Design Development: 60% Documents	$38,920.00
Potential Future Services		
-	Construction Documents: 100% Bid Documents	$21,780.00
-	Bidding	$1,150.00
-	Construction Administration	$7,100.00
	Future Services Sub-Total	$30,030.00
	All SERVICES TOTAL FEE	**$68,950.00**

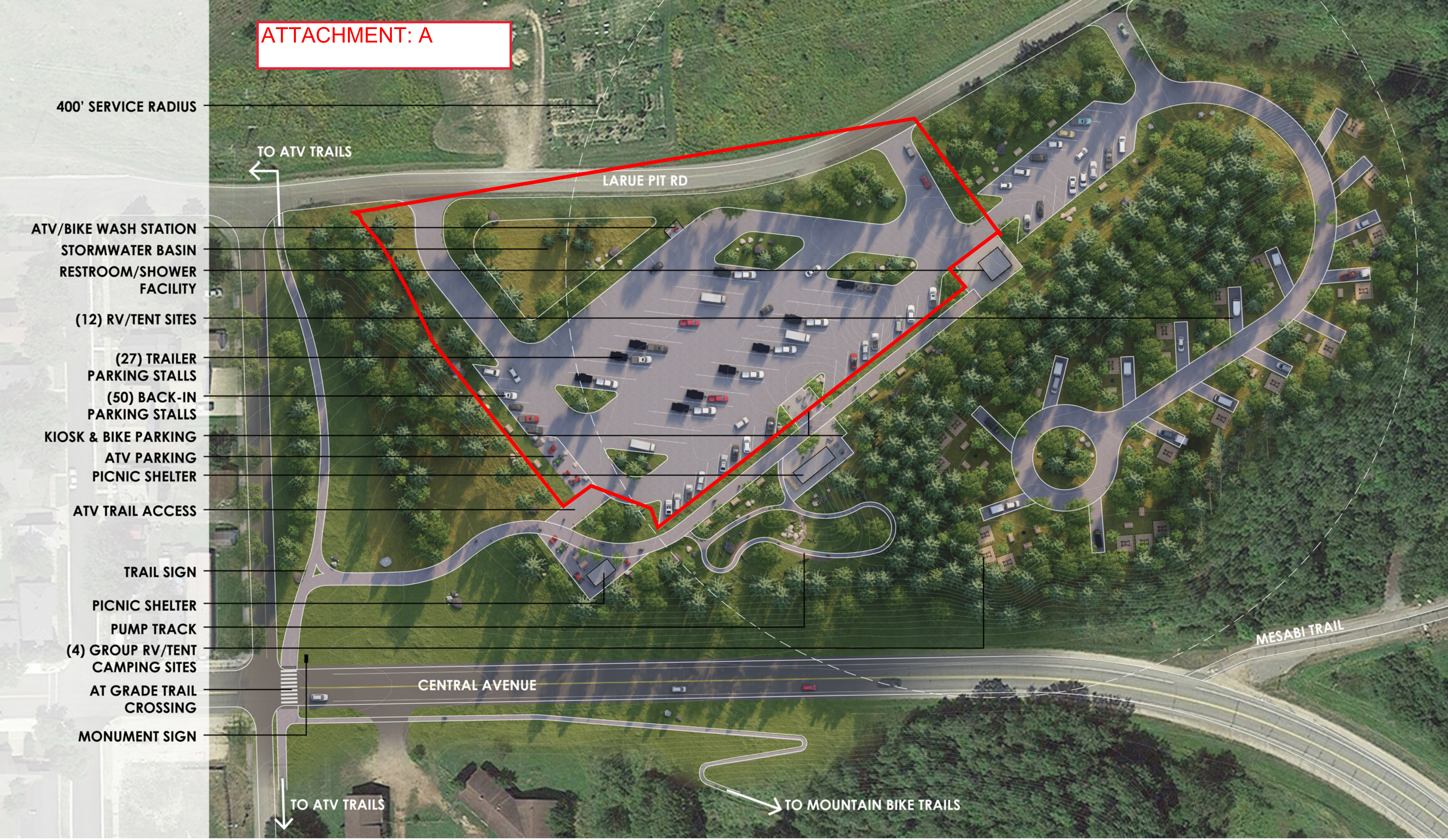
Our current proposal includes services through Design Develop: 60% Documents for a Lump Sum Fee not to exceed $38,920.00 and is inclusive of reimbursable expenses. We feel, based on your project needs, that the completion of 60% document phase will adequately define budgets and support fundraising efforts. If the owner determines it is in their best interest to provide more thorough bid documents and cost estimates additional services can be added as described in the Fee Propoosal. If this proposal is acceptable AFLA would like to discuss and determine a schedule that best serves the needs of Itasca Co, City of Nashwauk and CEDA.

Thank you again for the opportunity to propose on this great project. We are excited to continue our working collaborations and we are looking forward to a unique and exciting trailhead improvement. If there are any questions or feedback please feel free to contact me at any time. With your approval of the proposal and fee we are able to start upon the execution of a contract or a written notice to proceed.

Sincerely,

Carlos Fernandez
President, Aune Fernandez, LLC
DBA: Aune Fernandez Landscape Architects.

ATTACHMENT: A



aune fernandez landscape architects

ARDC Arrowhead Regional Development Commission

mn DEPARTMENT OF IRON RANGE RESOURCES & REHABILITATION

MULTI-USE TRAILHEAD & CAMPGROUND

NASHWAUK MOUNTAIN BIKE RECREATION AREA

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

Tuesday, September 3, 2024

REQUEST FOR BOARD ACTION: RBA-2024-364

DEPARTMENT: Administrative Services **TIME REQUESTED:** 10 Minutes
PRESENTER: Sara Thompson

AGENDA ITEM:
Contract Services for Nashwauk Trailhead

BOARD ACTION REQUESTED:
Approve service contract with Aune Fernandez Landscape Architects in the amount of $68,950 for professional design, bidding, and constructin management services and authorize necessary signatures.

BACKGROUND:
Planning for this project since 2021 has included ARDC, City of Nashwauk, mineral stakeholders, MNDNR Land and Minerals, IRRR, GRIMBA, CEDA, and Itasca County, who have worked with Aune Fernandez Landscape Architects and Kay-Linn Enterprises to identify potential outcomes, develop cost estimates, and conceptual designs. The location of the trailhead would provide connections to existing ATV trails, snowmobile trails, the Mesabi Trail, LaRue Pit, disk golf course, community garden, and the future mountain biking trail development. Trailhead amenities roughly outlined to include 24 trailer parking stalls, 30 standard parking stalls, monument sign, picnic shelter, kiosk and bike racks, ATV/bike wash station, double vault toilet & water hydrant, gravel trail, and stormwater management.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. NASHWAUK-TH-PROJ-PROPOSAL

09/03/2024

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 09/10/2024 2:30 PM**

ITASCA COUNTY: NASHWAUK TRAILHEAD PROJECT - SCHEMATIC DESIGN, CONSTRUCTION BID DOCUMENTS & CONSTRUCTION ADMINISTRATION

Submitted to Itasca County
Attn: Sara Thompson
Submitted by Aune Fernandez Landscape Architects
April 4, 2024

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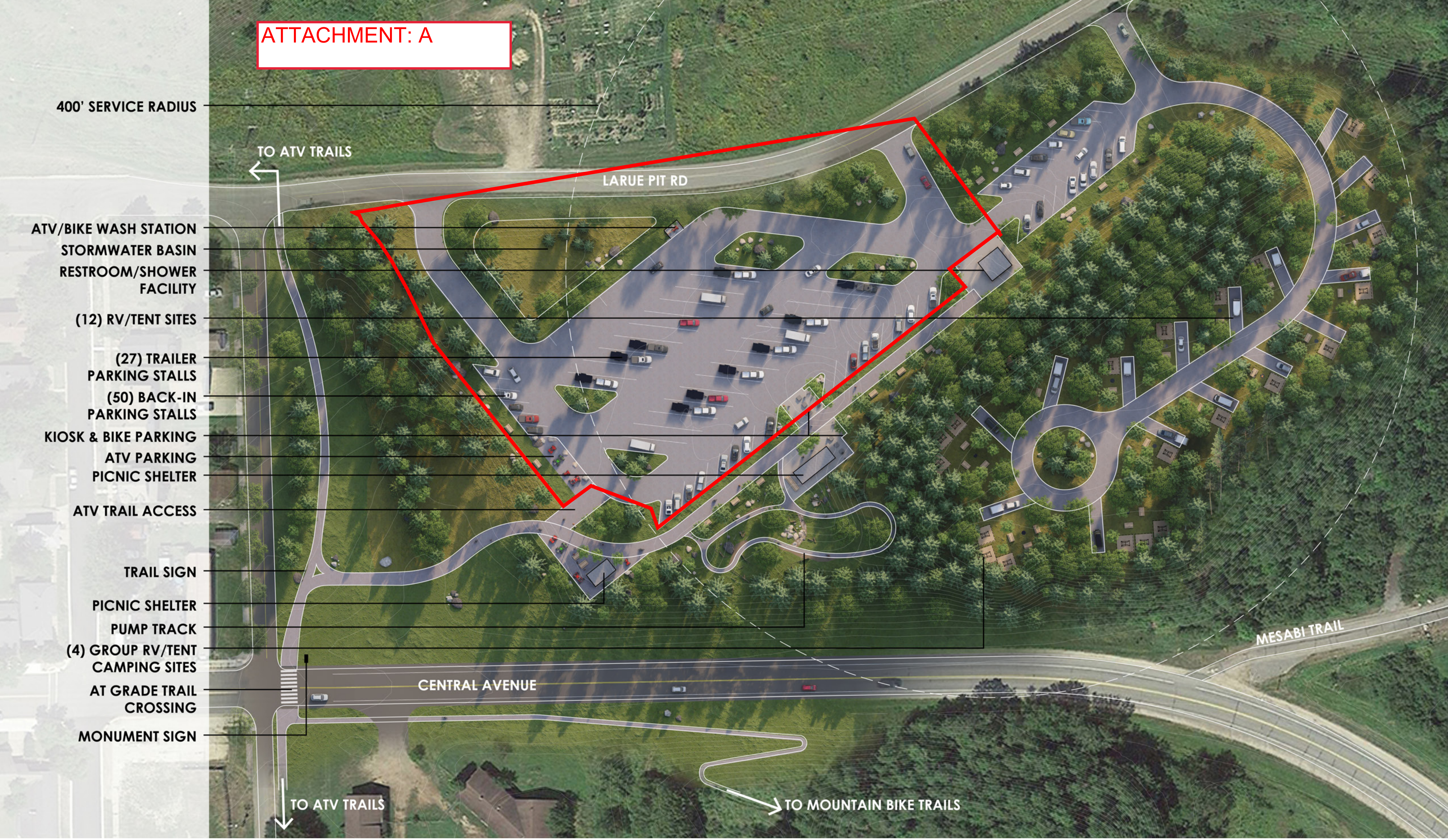
Sincerely,

Carlos Fernandez

Carlos Fernandez
President, Aune Fernandez, LLC
DBA: Aune Fernandez Landscape Architects.

ATTACHMENT: A



aune fernandez landscape architects

ARDC Arrowhead Regional Development Commission

DEPARTMENT OF IRON RANGE RESOURCES & REHABILITATION

MULTI-USE TRAILHEAD & CAMPGROUND

NASHWAUK MOUNTAIN BIKE RECREATION AREA

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

Tuesday, September 3, 2024

REQUEST FOR BOARD ACTION: RBA-2024-98

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

AGENDA ITEM:
Citizen Input

BOARD ACTION REQUESTED:
Receive Citizen Input

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

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

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

Tuesday, September 3, 2024

REQUEST FOR BOARD ACTION: RBA-2024-330

DEPARTMENT: Administrative Services **TIME REQUESTED:** 15 Minutes
PRESENTER: Diane Larson, Pat Casey

AGENDA ITEM:
Itasca County Housing & Redevelopment Authority (HRA) Update

BOARD ACTION REQUESTED:
Receive an update from the Itasca County Housing & Redevelopment Authority (HRA).

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. State of the State's Housing by MHP - Northland Section only
2. Itasca County Housing & Redevelopment information
3. 9.3.2024 Conversation with County Board.Final

RESULT: INFORMATIONAL - NO ACTION TAKEN

Northland Region

The Northland region is located in the northeast area of the state. It is comprised of seven counties and includes the Duluth Metropolitan Statistical Area (MSA) and three Native Nations. The Northland region contains the highest percentage of both cost-burdened renters and severely cost-burdened renters in the state.

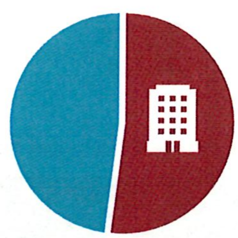
COUNTIES: Aitkin, Carlton, Cook, Itasca, Koochiching, Lake, St. Louis

NATIVE NATIONS: Bois Forte Band of Chippewa, Fond du Lac Band of Lake Superior Chippewa, Grand Portage Band of Lake Superior Chippewa

Key Findings

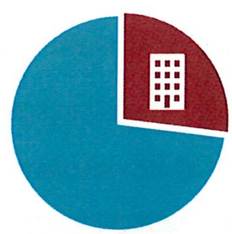
Northland contains the highest percentage of cost-burdened renters in the state, with 52% or **15,736** renter households spending more than 30% of their income on housing.

Two counties in the region are in the top five for highest renter cost burden in the state: Itasca (60%) and Saint Louis (53%).



Northland also has the highest percentage of severely cost-burdened renters; 27% of renter households pay over 1/2 their income on housing.

Itasca County has the highest percentage of severe renter cost burden in the state at 35%.



A quarter of homeowners in Aitkin and Cook Counties are cost burdened, making them the counties with the largest share of owner cost burden.

Northland Region | 137,850 Households

Counties: Aitkin, Carlton, Cook, Itasca, Koochiching, Lake, St. Louis | **Native Nations:** Bois Forte Band of Chippewa, Fond du Lac Band of Lake Superior Chippewa, Grand Portage Band of Lake Superior Chippewa

Minnesota's homes are aging, and in some areas of the state there are fewer new ones being built.

RENTER HOUSEHOLDS
33,680 | 24% of households

% of rental units built before 1970: **50%**

2023 multi-family units permitted: **302**

Change in # of units permitted since 2022: ↑ **103**

OWNER HOUSEHOLDS
104,170 | 76% of households

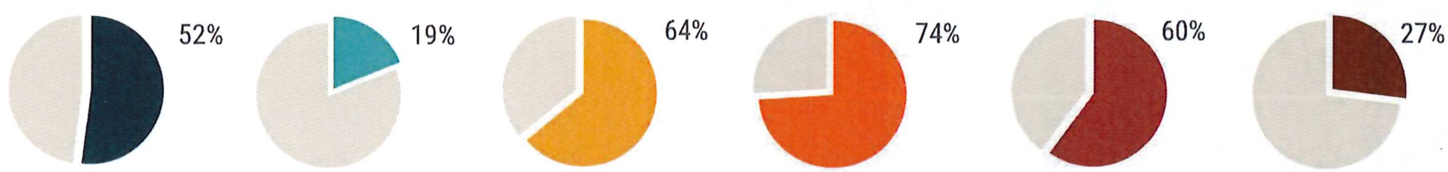
% of houses built before 1970: **51%**

2023 single-family units permitted: **776**

Change in # of units permitted since 2022: ↑ **24**

Too many Minnesotans experience cost burden—paying more than they can afford for housing.

COST-BURDENED HOUSEHOLDS IN THE NORTHLAND: 34,950



Renters 15,736

Owners 19,214

Low-Income Minnesotans 14,088

Low-Income Renters 3,444

Senior Renters 4,119

Renters with Severe Cost Burden: 8,164

Cost burden: spending 30% or more of household income on housing costs. **Severe cost burden:** more than 50%. **Low-income:** households earning under $35K.

Renters who have extremely low incomes have few housing options available to them.

HOMES FOR RENTERS WITH EXTREMELY LOW INCOMES (ELI) ARE SCARCE

Total ELI renter households in the region: **11,445**

Shortage of affordable & available homes for ELI: **5,610**

In other words, **49%** of all Minnesotans in the region with extremely low incomes have **no** housing options they can afford.

Cost burden can lead to people being evicted or losing their home.

EVICTIONS IN THE NORTHLAND

793 evictions were filed on average per year pre-pandemic.

888 evictions were filed in 2023. ↑

Pre-pandemic is defined as the his orical average from 2012-2019.

HOMELESSNESS IN THE REGION

721 experienced homelessness on a single night in 2023.

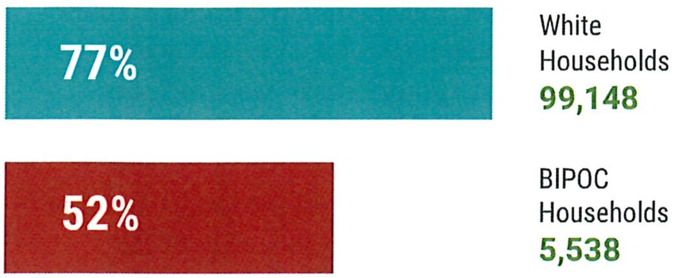
322 were Black, Indigenous, or people of color (BIPOC).

147 children were experiencing homelessness.

Does not include counts from participating Native American reservations. **Children** are defined as under 18 ears old.

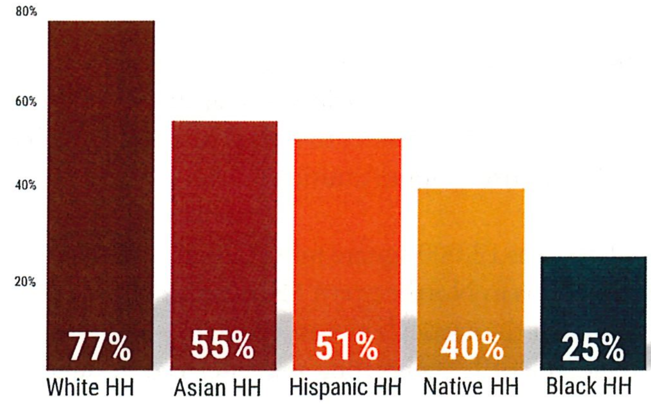
There are significant racial disparities in who owns a home in the Northland.

RACIAL DISPARITIES IN HOMEOWNERSHIP



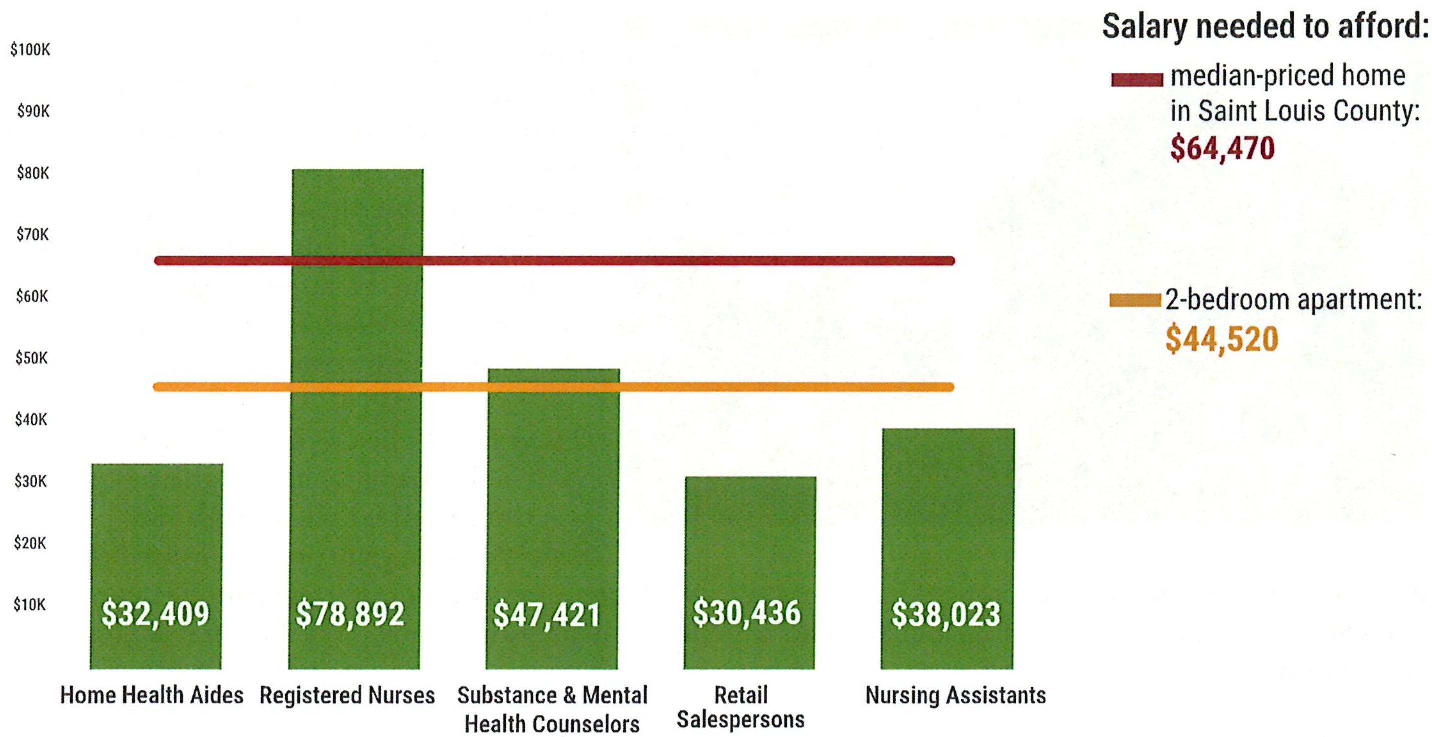
White = non-Hispanic white

BREAKING DOWN HOMEOWNERSHIP BY RACE



The cost of housing is out of reach for many hard-working renters and homeowners.

THE WAGES FOR THE REGION'S MOST IN-DEMAND JOBS OFTEN FALL SHORT



Sources

Affordable housing is defined as housing that costs an owner or enter no more than 30% of their household income. A unit is **affordable and available** if that unit is both affordable and vacant or is currently occupied by a household at the defined income th eshold or below.

Cost burden: U.S. Census Bureau, American Community Survey 2022, 5-year estimates | **Evictions**: Eviction Lab, Eviction Tracking System 2023 | **Homelessness**: Wilder Research Center, *2023 Minnesota Homeless Study* | **ELI Units and Renters**: National Low Income Housing Coalition (NLIHC), *The Gap 2024* | **Homeownership**: U.S. Census Bureau, Americana Community Survey 2022, 5-year estimates | **In-demand jobs**: Minnesota Department of Employment and Economic Development (MN DEED), Occupations in Demand, 2023.

MHP is an equal opportunity provider. | http://www.mhponline.org

mhp
improving home & community

Northland Region Spotlight

Iron Range Resources & Rehabilitation (IRRR)

Located on Minnesota's Iron Range, the Department of Iron Range Resources & Rehabilitation (IRRR) is a state of Minnesota economic development agency that reinvests local taconite production taxes back into the region's businesses and communities to strengthen and diversify the economy. Part of the agency's recent work includes expanding housing opportunities.

IRRR services 13,000 square miles (about twice the area of Connecticut), nearly 200 cities and townships, and four Tribal nations in Northeastern Minnesota. Whitney Ridlon, Community Development Director at the IRRR, explains that the agency's newest program—their housing grant—was created in response to business partners across the region identifying housing as a crucial component in their ability to attract and retain workers.

The region is facing numerous housing challenges across the board. On Lake Superior's North Shore there is a need for more housing that is accessible to people working in tourism and hospitality, which are among the area's most vibrant industries. In the city of Virginia and many similarly positioned cities, greenfield development is limited. As its name suggests, "these communities were built along the iron formation, they were originally mining communities," Ridlon says. "We have communities that are right next to the taconite mines, and that often limits their opportunity for growth and creates constraints." This culminates in some of the most challenging land use questions in the state, and means redevelopment has to be a major strategy to address housing needs. With some of the oldest housing stock in the state, the region faces a need for both new development and the ability to rehabilitate already existing homes.

One of IRRR's best tools to address housing needs in their communities are grant allocation programs. These include a Residential Redevelopment grant program which helps demolish residential structures to promote health and safety while preparing sites for redevelopment. The agency also offers Site Readiness grants which help municipalities with the cost of preparing shovel-ready sites for new housing developments.

One such recipient is the city of Chisholm, where a section of land will be developed as an owner-occupied residential neighborhood. This will help to support the city's business attraction, retention, and expansion efforts by providing attractive housing for the city's current and future labor force. The project is estimated to result in the construction of up to 45 new for-sale, owner-occupied, one and two-unit homes.

In addition, through a Development Partnership grant, the agency recently suppported the establishment of the Itasca County Community Land Trust. The project helped finance eight new single-family homes on the site of the former Forest Lake School in Grand Rapids. The for-sale homes, which have just been unveiled, are targeted to those families earning 80% or less of the statewide area median income and affordable to those in the community's workforce. Using the land trust model, the homes are permanently affordable, and these are the first community land trust homes in the county. The effort was made possible through the collaboration of multiple local organizations including KOOTASCA Community Action and One Roof Community Housing.

Photo: One of the eight land trust homes on the former Forest Lake School site in Grand Rapids, June 2024. Credit: Minnesota Housing

ICRHA Strategic Plan

2024-2028

This strategic plan is based upon intensive staff work and two planning sessions with board and staff members along with input from nine partners.

ITASCA COUNTY
HOUSING & REDEVELOPMENT AUTHORITY

"Creating Affordable Housing Opportunities"

ICHRA Mission

Provide affordable housing by developing, redeveloping, managing housing, and administering housing programs across Itasca County.

ICHRA Vision

Influence and create communities where partners and citizens work together to create inclusive, sustainable housing solutions that provide pathways for people to enhance their quality of life.

ICHRA Core Values

Execution: We deliver positive results on our projects.

Action: We work hard to address problems and drive change

Integrity: We do what we say with pride and responsibility

Innovation: We are innovative, and solution focused

Teamwork: We are best working together and with partners

Stewardship: We responsibly and efficiently use the resources entrusted to us

Respect: We treat people with honor and dignity

Strategic Priorities

Several cross-cutting strategic priorities will guide all our work:

1. Impact both the quantity and quality of housing in Itasca County by partnering and accessing existing and new housing resources available through local, state, and federal sources.
2. Increase our impact in smaller communities in Itasca County.
3. Continue to serve as an advocate to reduce housing barriers and increase resources devoted to housing in Itasca County.
4. Explore potential to impact single-family housing access, including both new home development and existing home rehabilitation throughout the county.
5. Identify opportunities for new multifamily housing developments based upon need, resources available, and feasibility.
6. Continue to make capital improvements to owned properties and increase rental assistance funding whenever possible given the financial constraints of funding sources.
7. Assess and manage staffing capacity to achieve the priorities of the organization.

Pillars of Work

ICHRA's work is defined by five key work areas or roles:

- Rental Assistance Administrator
- Developer & Redeveloper
- Property Owner & Manager
- Partner & Advocate
- Organizational Development

We Believe

- Everyone needs a safe and secure place to live.
- Communities are stronger when everyone has a chance to thrive.
- Affordable housing is critical to a high quality of life in thriving communities.

ITASCA COUNTY BOARD CONVERSATION 9/3/2024

Pat Casey
Board Chair

Diane Larson
Executive Director

Itasca County
Housing & Redevelopment Authority

HRA BOARD OF COMMISSIONERS

- Pat Casey, Chair
- Tim Johnson, Vice-Chair
- Leo Trunt, Secretary
- Kathleen Blake, Commissioner
- Barb Sanderson, Commissioner
- Vacant, Commissioner
- Vacant - pending, Resident Commissioner

What is *Itasca County HRA*?

Mission: "Provide affordable housing by developing, redeveloping, managing housing, and administering housing programs across Itasca County"

Created in 1972

Governed by a 7-member board – appointed by County Board

Annual operating budget $6.2 million

13 Employees

HRAs in Minnesota are governed by State Statute

NAHRO (national)

NCRC (8-state region)

Minn NAHRO

2023 STRATEGIC PLANNING

2024-2028 Strategic Plan – one page summary

Mission, vision, core values

Strategic Priorities

PILLARS OF WORK

Itasca County Housing & Redevelopment Authority

Owner/Landlord

392 units

10 properties

Locations:

Bigfork

Calumet

Grand Rapids

Taconite

Administrator of Rental Assistance Programs

HCV 50 1974-2024

Federal & State

365 HH per month

County-wide

Direct partnership with landlords

$2.5m annually

Developer

WilderNest in Bigfork (12)

Beacon Hill in Grand Rapids (48)

Aurora Heights in Grand Rapids (56)

LOCAL IMPACT

HRA OWNED HOUSING

- 392 units across Itasca County

HRA RENTAL ASSISTANCE

- 6 different programs
- 365 households per month

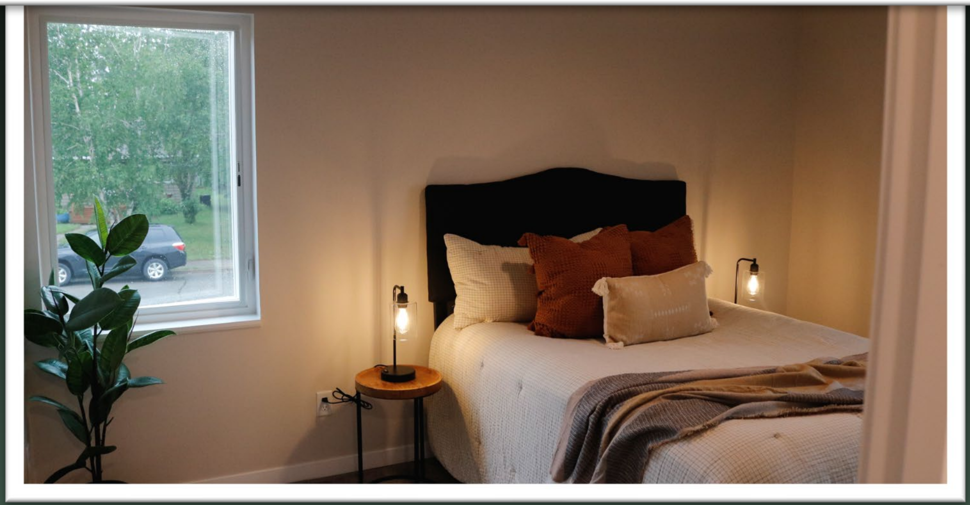
760 Itasca County Households served per month

COMMUNITY INVOLVEMENT

- Continuum of Care Board (regional)
- Itasca Housing Resource Team (local)
- NE Regional Director's Association (regional)
- NCRC – board member 8 state region (regional)
- National NAHRO (national)
- Minn NAHRO (state-wide)
- National Hill Day and MN Day at Capitol (national and state)
- MN NAHRO Legislative Committee (state)
- Community Connect (local)
- Itasca County Housing Summit (local)
- Homeless Awareness Annual Event (local)

INITIATIVES



Single Family Development – using the Land Trust Model

CAPITAL IMPROVEMENTS

Itasca County
Housing & Redevelopment Authority

Local Housing Trust Fund

"Bring It Home"

- Created in the '23 legislative session
- State-wide rental assistance
- HRA's asked to administer

Bring It Home
Minnesota

County-Wide Housing Study

- LOCi and HKGI
- Housing demand and land use/zoning analysis
- Public presentation
  - Monday, September 23rd @ 6 pm
  - Blandin Foundation Stender Room

Questions?

ITASCA COUNTY HOUSING & REDEVELOPMENT AUTHORITY

ITASCA COUNTY HRA

- Pat Casey
- Board Chair
- 218-326-7978 ext. 111

- Diane R. Larson
- Executive Director
- 218-326-7978 ext. 111
- diane@itascacountyhra.org

Office location: 1115 NW 4th Street
Grand Rapids, MN 55744

Web address:
www.itascacountyhra.org

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

Tuesday, September 3, 2024

REQUEST FOR BOARD ACTION: RBA-2024-360

DEPARTMENT: Administrative Services **TIME REQUESTED:** < 5 Minutes
PRESENTER: Casey Venema

AGENDA ITEM:
American Rescue Plan (ARP) Request - City of Bovey

BOARD ACTION REQUESTED:
Consider the American Rescue Plan (ARP) request, in the amount of $45,000, from the City of Bovey to be used for Phase 2.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

Motion To: Approve the American Rescue Plan (ARP) Request, in the amount of $45,000, from the City of Bovey to be used for Phase 2.

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

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

Tuesday, September 3, 2024

REQUEST FOR BOARD ACTION: RBA-2024-356

DEPARTMENT: Transportation
TIME REQUESTED: 5 Minutes
PRESENTER: Karin Grandia

AGENDA ITEM:
Wheelage Tax Discussion

BOARD ACTION REQUESTED:
Discuss changing the amount of wheelage tax the County imposes.

BACKGROUND:
In 2013, the Minnesota Legislature approved the use of a wheelage tax for transportation for all Minnesota Counties and in 2014, Itasca County implemented that tax. The legislation allows for a rate of up to $20 per vehicle per year, in any increment of a whole dollar. It does not apply to vehicles that do not require an annual registration tax. Exempt vehicles include motorcycles, motorized bicycles, trailers and mopeds. It is currently set at $10/vehicle.

There are 54 counties in Minnesota that have implemented this tax. Of those counties, 18 have a $20 tax, 4 have a $15 tax and 32 have a $10 tax.

If the County wants to change the tax charged, a resolution must be passed and submitted to the Mn Department of Revenue prior to August 1st the year before the tax is to be changed.

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION:
1. 163.051 County Wheelage Tax
2. RBA 2013-28 Imposition of Wheelage Tax

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

163.051 COUNTY WHEELAGE TAX.

Subdivision 1. **Tax authorized.** (a) Except as provided in paragraph (c), the board of commissioners of each county is authorized to levy by resolution a wheelage tax at the rate specified in paragraph (b), on each motor vehicle that is kept in such county when not in operation and that is subject to annual registration and taxation under chapter 168. The board may provide by resolution for collection of the wheelage tax by county officials or it may request that the tax be collected by the state registrar of motor vehicles. The state registrar of motor vehicles shall collect such tax on behalf of the county if requested, as provided in subdivision 2.

(b) The wheelage tax under this section is at the rate of up to $20 per year, in any increment of a whole dollar, as specified by each county that authorizes the tax.

(c) The following vehicles are exempt from the wheelage tax:

(1) motorcycles, as defined in section 169.011, subdivision 44;

(2) motorized bicycles, as defined in section 169.011, subdivision 45;

(3) motorized foot scooters, as defined in section 169.011, subdivision 46; and

(4) vehicles that meet the requirements under section 168.012, subdivision 13.

(d) For any county that authorized the tax prior to May 24, 2013, the wheelage tax continues at the rate provided under paragraph (b).

Subd. 2. **Collection by registrar of motor vehicles.** The wheelage tax levied by any county, if made collectible by the state registrar of motor vehicles, shall be certified by the county auditor to the registrar not later than August 1 in the year before the calendar year or years for which the tax is levied, and the registrar shall collect such tax with the motor vehicle taxes on the affected vehicles for such year or years. Every owner and every operator of such a motor vehicle shall furnish to the registrar all information requested by the registrar. No state motor vehicle tax on any such motor vehicle for any such year shall be received or deemed paid unless the applicable wheelage tax is paid therewith.

Subd. 2a. **Tax proceeds deposited; costs of collection; appropriation.** Notwithstanding the provisions of any other law, the state registrar of motor vehicles shall deposit the proceeds of the wheelage tax imposed by subdivision 2, to the credit of the county wheelage tax account of each county. The amount necessary to pay the costs of collection of said tax is appropriated from the county wheelage tax account of each county to the state registrar of motor vehicles.

Subd. 3. **Distribution to county; appropriation.** On a monthly basis, the registrar of motor vehicles shall issue a payment in favor of the treasurer of each county for which the registrar has collected a wheelage tax in the amount of such tax then on hand in the county wheelage tax account. There is hereby appropriated from the county wheelage tax account each year, to each county entitled to payments authorized by this section, sufficient moneys to make such payments.

Subd. 4. **Use of tax.** The treasurer of each county receiving payments under subdivision 3 shall deposit such payments in the county road and bridge fund. The moneys shall be used for purposes authorized by law which are highway purposes within the meaning of the Minnesota Constitution, article 14.

Subd. 5. [Repealed, 2008 c 154 art 2 s 33]

Subd. 6. [Repealed by amendment, 2013 c 117 art 3 s 4]

Subd. 7. **Offenses; penalties; application of other laws.** (a) Any owner or operator of a motor vehicle who willfully gives any false information relative to the tax authorized by this section to the registrar of motor vehicles or any county, or who willfully fails or refuses to furnish any such information, is guilty of a misdemeanor.

(b) Except as otherwise provided in this section, the collection and payment of a wheelage tax and all matters relating thereto are subject to all provisions of law relating to collection and payment of motor vehicle taxes so far as applicable.

History: *1971 c 830 s 11; Ex1971 c 48 s 12; 1973 c 492 s 14; 1973 c 551 s 1,2; 1976 c 2 s 172; 1986 c 444; 2003 c 112 art 2 s 50; 2008 c 350 art 1 s 4; 2008 c 366 art 9 s 1; 2009 c 101 art 2 s 109; 2013 c 117 art 3 s 4; 1Sp2019 c 10 art 3 s 40; 2022 c 55 art 1 s 50; 2023 c 68 art 3 s 3*

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

July 9, 2013
Regular Meeting

REQUEST FOR BOARD ACTION RES-2013-28

DEPARTMENT: Transportation

PRESENTER: Dave Christy **TIME REQUIRED**: 10 minutes

AGENDA ITEM:
Imposition of Wheelage Tax

BOARD ACTION REQUESTED:
Adopt the Resolution Re: Imposition of Wheelage Tax, which authorizes imposition of wheelage tax and directs the County Auditor to certify to the State Registrar of Motor Vehicles Itasca County's levy of the wheelage tax.

BACKGROUND:
In 2013 the Minnesota Legislature approved the use of a wheelage tax and the local sales tax option for transportation for all Minnesota Counties. These two funding options were discussed previously at the June 18, 2013 and the July 2, 2013 work session meeting with the County Board.

At the July 2, 2013 meeting, the Board directed the County Engineer to prepare a resolution authorizing the imposition of a wheelage tax

ITEM HISTORY:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Rusty Eichorn, District #4
SECONDER: Davin Tinquist, District #1
AYES: Davin Tinquist, Terry Snyder, Rusty Eichorn, Mark Mandich
ABSENT: Leo Trunt

RESOLUTION AUTHORIZING IMPOSITION OF WHEELAGE TAX

WHEREAS, Itasca County's transportation infrastructure forms the backbone of the county's economy and has a direct impact on future economic development; and

WHEREAS, too many motorists and pedestrians are being killed in traffic crashes on dangerous roadways, diminishing our citizens' quality of life; and

WHEREAS, funding for highway and transit systems in Minnesota has remained stagnant and is failing to keep pace with growing population and growing demands; and

WHEREAS, local governments throughout the state are struggling to maintain local transportation systems while state funding has not kept up with the needs on the State Aid system;

WHEREAS, Minn. Stat. 163.051, Section 4, provides, in part, that the board of commissioners of each county is authorized to levy a wheelage tax on each motor vehicle which is kept in such county when not in operation and which is subject to annual registration and taxation under Chap. 168 at a rate of $10 per vehicle through 2017 and up to $20 per vehicle in 2018 and beyond; and

WHEREAS, Minn. Stat. 163.051 further provides that the board may provide by resolution for collection of the wheelage tax by county officials or it may request that the tax be collected by the state registrar of motor vehicles, and the state registrar of motor vehicles shall collect such tax on behalf of the county if requested; and

Whereas, Minn. Stat. 163.051, Section 4, Subd. 2, provides, in part, that the wheelage tax levied by any county, if made collectible by the state registrar of motor vehicles, shall be certified by the county auditor to the registrar not later than August 1 in the year before the calendar year or years for which the tax is levied, and the registrar shall collect such tax with the motor vehicle taxes on the affected vehicles for such year or years; and

WHEREAS, Minn. Stat. 163.051, Section 4, Subd. 4, provides that the treasurer of each county receiving proceeds from the wheelage tax is to deposit such proceeds in the county road and bridge fund, which moneys shall be used for purposes authorized by law which are highway purposes within the meaning of the Minnesota Constitution, article 14; and

WHEREAS, the Itasca County Board of Commissioners desires to implement such a wheelage tax and have the state registrar of motor vehicles collect the same; and

WHEREAS, the proceeds of such a wheelage tax would be used to help improve the quality of the county road system;

NOW, THEREFORE, BE IT RESOLVED, THAT THE Itasca County Board of Commissioners authorize and impose a wheelage tax as provided for in Minn. Stat. 163.051 of $10.00 for the year 2014 and each subsequent year thereafter, subject to levy limits and other factors, on each motor vehicle which is kept in Itasca County when not in operation and which is subject to taxation and registration under Chapter 168.

BE IT FURTHER RESOLVED that the county requests the state registrar of motor vehicles to collect the wheelage tax on behalf of the county.

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

Tuesday, September 3, 2024

REQUEST FOR BOARD ACTION: RBA-2024-359

DEPARTMENT: Land Department **TIME REQUESTED:** < 5 Minutes
PRESENTER: Sara Thompson, Wilderness Wheelers ATV Club

AGENDA ITEM:
New ATV Trail Proposal: Effie Connection

BOARD ACTION REQUESTED:
Receive information on a new ATV Trail proposal from Bigfork to Effie presented by the Wilderness Wheelers ATV Club, and schedule a public meeting for September 25, 2024, at Effie City Hall at 6:00 p.m.

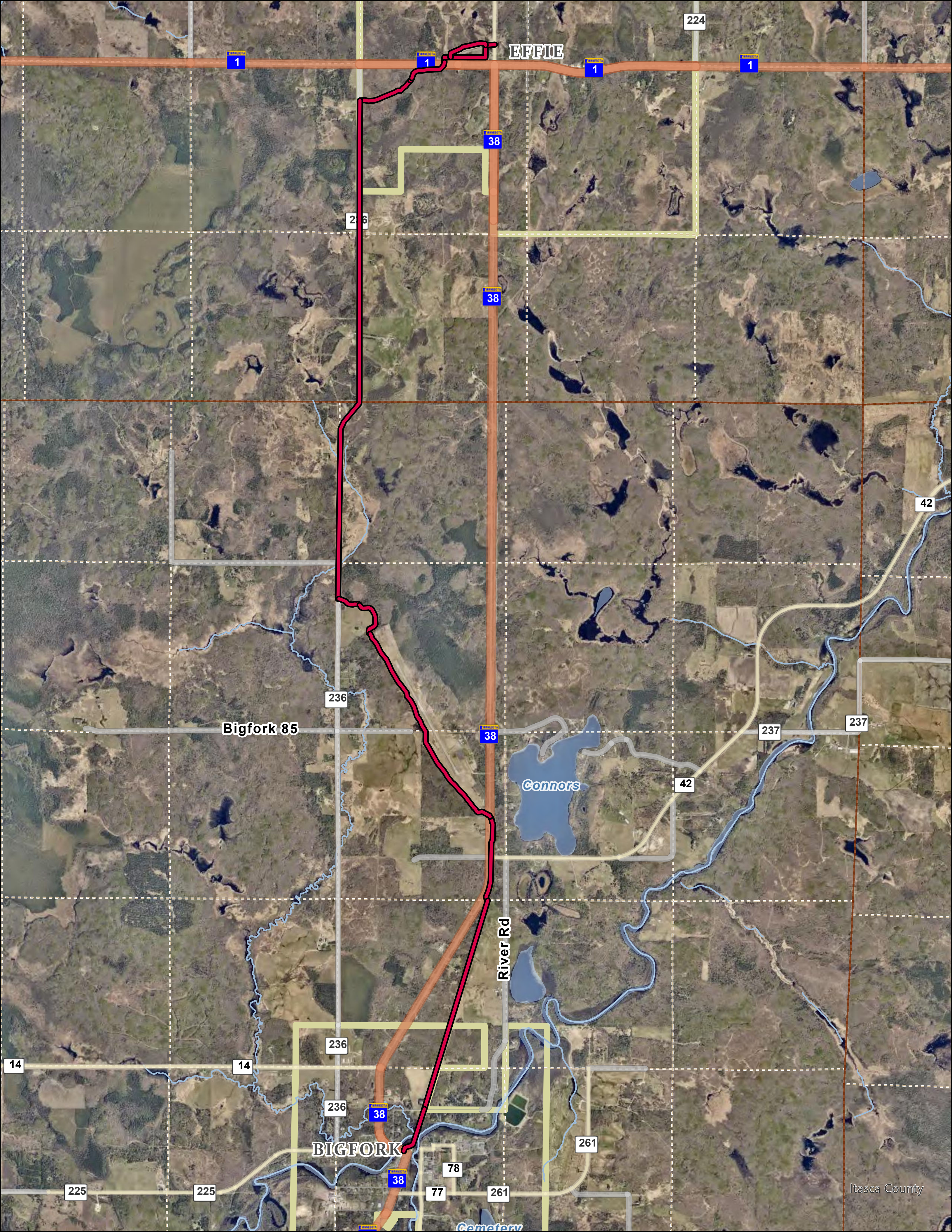
BACKGROUND:
The Wilderness Wheelers ATV Club is looking into a connection from the B & B Connection ATV/OHM Trail to the City of Effie. The club has been working with the Land Department to align a corridor between the two communities. This is the beginning stages of implementing our Itasca County OHV Development Policy and more information will be provided at the board meeting.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Tentative Route: Effie Connection ATV Trail

Motion To: Schedule a Public Meeting Re: New ATV Proposal: Effie Connection beginning at 6:00 p.m on September 25, 2024, at Effie City Hall.

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



EFFIE
224
1
38
236
42
Bigfork 85
237
Connors
River Rd
14
BIGFORK
78
77
261
225
Cemetery
Itasca County

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

Tuesday, September 3, 2024

REQUEST FOR BOARD ACTION: RBA-2024-353

DEPARTMENT: Administrative Services **TIME REQUESTED:** 15 Minutes
PRESENTER: Brett Skyles

AGENDA ITEM:
Closed Session Re: County Assessor Reappointment Performance Review

BOARD ACTION REQUESTED:
Hold a Closed Session per MN Statutes 13D.05, Subd. 3(a), to conduct County Assessor Amber Peratalo's Reappointment Performance Review.

BACKGROUND:
Subd. 3. **What meetings may be closed.** (a) A public body may close a meeting to evaluate the performance of an individual who is subject to its authority. The public body shall identify the individual to be evaluated prior to closing a meeting. At its next open meeting, the public body shall summarize its conclusions regarding the evaluation. A meeting must be open at the request of the individual who is the subject of the meeting.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

Motion To: Not reappoint the County Assessor, Amber Peratalo at the end of the current term.

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