



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, November 12, 2024

2:30 PM

Itasca County Boardroom

FINAL

REGULAR SESSION MINUTES

I. CALL TO ORDER

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

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

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Approve the agenda, as presented.

RESULT: APPROVED (4 TO 0)
MOVER: Commissioner Cory Smith
SECONDER: Commissioner Casey Venema
AYES: Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT: District #4

IV. MINUTES APPROVAL

Motion To: Approve the minutes, as delineated below.

RESULT: APPROVED (4 TO 0)
MOVER: Commissioner Casey Venema
SECONDER: Commissioner Terry Snyder
AYES: Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT: District #4

1. Approve the minutes of the Tuesday, October 22, 2024 County Board Regular Session.

V. CONSENT AGENDA

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

RESULT: APPROVED (4 TO 0)
MOVER: Commissioner Terry Snyder
SECONDER: Commissioner Casey Venema
AYES: Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT: District #4

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

2. Approve Taconite State Trail Agreement between Itasca County and the State of Minnesota and authorize necessary signatures.

VI. REGULAR AGENDA

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

Farewell to Heidi Leppala, whose last day as a Child Support Officer with Health and Human Services was October 31, 2024, after 18+ years of service.

Farewell to Jason Johnson, whose last day as Financial Assistance Supervisor, Family Services in Health & Human Services was October 25, 2024, after 15+ years of service.

Welcome to new employee, Desiree Schneider, Administrative Support with the Probation Department, effective October 28, 2024.

Welcome to new employee, Peter Garsow, Human Service Support Specialist with the HHS Department, effective November 4, 2024.

Congratulations to Lisa Munger, who transferred from Eligibility Specialist to Case Aide with the HHS Department, which was effective October 27, 2024.

Congratulations to Lindsey Staydohar, who transferred from Human Services Support Specialist to Medical Support Specialist with the HHS Department, which was effective November 10, 2024.

Congratulations to Jodi Bullock, who transferred from Eligibility Specialist to Social Worker with the HHS Department, which was effective November 10, 2024.

Congratulations to Mary Chambers, who transferred from Data/Project Coordinator to Financial Assistance Supervisor in the HHS Department, which was effective November 10, 2024.

Welcome to new employee, James Nichols, Corrections Deputy with the Sheriff Department, effective October 28, 2024.

Farewell to Michael O'Claire, whose last day as a Custodian in Facility Management was October 19, 2024, after 3+ years of service.

Farewell to Carrie Whitman, whose last day as a Medical Claims Examiner in the IMCare Division will be November 18, 2024, after 10+ years of service.

Congratulations to Blake Thompson, who transferred from Helpdesk Technician to Network Telecom Specialist with the MIS Department, which was effective November 10, 2024.

Welcome to new employee, Dan Holman II, Highway Maintenance Worker, with the Transportation Department which was effective, today, November 12, 2024.

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

3. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of November 13, 2024, in the amount of \$1,480,892.60.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Terry Snyder
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4

4. Potential Schedule Change for December

Motion To: Reschedule the Tuesday, December 10, 2024 County Board Regular Session to Thursday, December 12, 2024 at 1:30 PM in the Itasca County Boardroom.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4

5. 2025 Legislative Priorities.

County Administrator Brett Skyles provided information regarding 2025 Legislative Priorities.

It was the consensus of the County Board to direct Commissioners to communicate 2025 legislative priorities to County Administrator Brett Skyles for consideration at the November 19, 2024 County Board Work Session.

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

6. Appoint Interim County Assessor

Motion To: Appoint Chief Deputy Assessor William Hilback as Interim Itasca County Assessor effective October 4, 2024 until such time as a County Assessor is appointed, and authorize salary adjustment as provided in Teamsters 320 CBA.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4

7. County Assessor Office Structure Discussion

Commissioner Johnson provided information regarding the potential opportunity to restructure the County Assessor's office.

It was the consensus of the County Board to direct County Administrator Brett Skyles, Interim County Assessor William Hilback, and County Recorder Nicolle Zuehlke to coordinate on a proposal to be brought to a future County Board meeting.

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

8. American Rescue Plan (ARP) Request – Veteran Services

Motion To: Approve the American Rescue Plan (ARP) request, in the amount of \$2,500, from Veteran Services for a Counseling Enhancement project.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner Terry Snyder
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4

9. American Rescue Plan (ARP) Request – City of Bigfork
Motion To: Approve the American Rescue Plan (ARP) request, in the amount of \$7,000, from the City of Bigfork for a City Property/Parks Improvement project.
- | | |
|------------------|--|
| RESULT: | APPROVED (4 TO 0) |
| MOVER: | Commissioner Cory Smith |
| SECONDER: | Commissioner Casey Venema |
| AYES: | Cory Smith, Terry Snyder, John Johnson, Casey Venema |
| VACANT: | District #4 |
10. American Rescue Plan (ARP) Request – Coleraine Bovey Taconite Joint Wastewater Commission
Motion To: Approve the American Rescue Plan (ARP) request, in the amount of \$50,000, from the Coleraine Bovey Taconite Joint Wastewater Commission for the CBT Joint Wastewater Effluent Line Replacement project.
- | | |
|------------------|--|
| RESULT: | APPROVED (4 TO 0) |
| MOVER: | Commissioner Casey Venema |
| SECONDER: | Commissioner Terry Snyder |
| AYES: | Cory Smith, Terry Snyder, John Johnson, Casey Venema |
| VACANT: | District #4 |
11. Local Regulation of Adult-Use Cannabis
 Environmental Services Director Katie Benes and Public Health Division Manager Naesa Myers provided information regarding the request to form a committee, comprised of County staff and Commissioners, to explore and address the responsibilities placed on Itasca County under MN Statute 342 legalizing adult-use cannabis.
- | | |
|----------------|--|
| RESULT: | INFORMATIONAL - NO ACTION TAKEN |
|----------------|--|
12. Lights in the Pines Event Agreement
Motion To: Approve the lease agreement between the Itasca County Agricultural Association and Itasca County for the 2024 Lights in the Pines event at the Itasca County Fairgrounds, as amended to change the Lease Agreement Fee from \$500 to \$1,000 and to add the request of a Financial Report Presentation, and authorize the necessary signatures.
- | | |
|------------------|--|
| RESULT: | APPROVED (4 TO 0) |
| MOVER: | Commissioner Cory Smith |
| SECONDER: | Commissioner Casey Venema |
| AYES: | Cory Smith, Terry Snyder, John Johnson, Casey Venema |
| VACANT: | District #4 |
13. Cohasset Connection Spur Trail – County Road 63 Use
Motion To: Authorize the utilization of the County Road 63 bridge and road surface to Hwy 2 intersection for the Cohasset Connection Snowmobile Spur Trail.
- | | |
|------------------|--|
| RESULT: | APPROVED (4 TO 0) |
| MOVER: | Commissioner Cory Smith |
| SECONDER: | Commissioner Terry Snyder |
| AYES: | Cory Smith, Terry Snyder, John Johnson, Casey Venema |
| VACANT: | District #4 |

VII. COMMISSIONER COMMENTS

Commissioner Johnson reported on his attendance at a recent Veterans Committee event at Rapids Brewing and a Itasca County Township Association (ICTA) meeting, as well as provided comment regarding First Call for Help.

RECESS

Chair Johnson recessed the meeting at 3:54 PM.

RECONVENE

Chair Johnson reconvened the meeting at 4:00 PM, with all members present except District #4 vacant.

VIII. CLOSED SESSIONS**1. Closed Session Re: Walmart vs Itasca County 23 Pay 24**

Motion To: Go into Closed Session pursuant to Minn. Stat. 13D.05, Subd. 3(b) and 13D.05, Subd. 1(d) based upon Attorney Client Privilege Minn.Stat. 595.02, Subd. 1(b) to consult with its attorney in reference to pending litigation in the matter of Walmart 23 pay 24.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4

Others Present: County Attorney Jacob Fauchald, Interim County Assessor William Hilback, County Auditor/Treasurer Austin Rohling, County Administrator Brett Skyles, and Deputy Clerk of the County Board Amanda Schultz.

Motion To: Go into Open Session.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4

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

IX. ADJOURN

Chair Johnson adjourned the meeting at 4:10 PM.

ATTEST

John Johnson
Chair of the County Board



Brett Skyles
Clerk of the County Board



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, October 22, 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	Absent	
John Johnson	District #3	Present	2:30 PM
	District #4	Vacant	
Casey Venema	District #5	Present	2:30 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Approve the agenda, as presented.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, John Johnson, Casey Venema
ABSENT:	Terry Snyder
VACANT:	District #4

IV. MINUTES APPROVAL

Motion To: Approve the minutes, as delineated below.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, John Johnson, Casey Venema
ABSENT:	Terry Snyder
VACANT:	District #4

1. Approve the minutes of the Tuesday, October 15, 2024 County Board Work Session.

V. CONSENT AGENDA

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

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, John Johnson, Casey Venema
ABSENT:	Terry Snyder
VACANT:	District #4

1. Adopt the Resolution Re: Authorization to Execute Minnesota Department of Transportation Grant Agreement for Airport Improvement Excluding Land Acquisition, which approves Agreement #1058210 with the State of Minnesota for State Project No. A3101-103 at the Grand Rapids/Itasca County Airport in the amount of \$12,460 and authorizes necessary signatures.
2. Appoint Kim Clark to the vacant Resident Commissioner position on the Itasca County Housing and Redevelopment Authority (HRA), effective October 22, 2024, with an expiration date of December 31, 2025.
3. Authorize IMCare Director and County Board Chair to sign the contract between IMCare and Grand Rapids Orthodontics.
4. Authorize IMCare Director and County Board Chair to sign the contract between IMCare and Port City Dental dba West Range Dental effective 11/22/2024.
5. Authorize the notice of intermediate and regular oral bid auction of timber to be given by publication in the official newspaper of the County as provided by law, and the Land Commissioner offers such tracts of timber in order which they appear in said notice for sale, and sale shall commence at 10:00 AM on Wednesday, December 11, 2024, at Cohasset Community Center.
6. Approve tentative sponsorship of the proposed Effie Connection ATV Trail.
7. Approve service contract with Widseth in the amount of \$93,090 for professional design, bidding, and construction management services for the Squaw Lake Multi-use Recreational Trail bridge and authorize necessary signatures.

VI. REGULAR AGENDA

1. Citizen Input

Kelly Thelen and Michelle Hipsag provided citizen input to raise awareness of the extremely weak sentencing practices for persons convicted of possessing, distributing, and producing child sexual abuse materials.

2. Recognition of County Employees

The following employees were recognized:

Farewell to Todd Perala, whose last day as Probation Officer-Career with the Probation Department was October 18, 2024, after 6+ years of service.

Welcome to Derekia Kuschel, the new Administrative Support for the Environmental Services Department, which was effective October 14, 2024.

Welcome to Michael Hagley, the new Assistant County Attorney with the Attorney's Office, which was effective October 14, 2024.

Welcome to Nora Trombley, a new Social Worker with the HHS Department, which was effective October 14, 2024.

Farewell to Lori Stavnes, whose last day as a Social Worker with Family Services/HHS Department was October 9, 2024, after 5+ months of service.

Farewell to David Clark, whose last day as a Highway Maintenance Worker in the Transportation Department was October 15, 2024, after 6+ years of service.

Congratulations to Brittany Garner who has accepted a transfer from Medical Support Specialist to Lead Medical Support Specialist, HHS Department, effective October 13, 2024.

Welcome to Sarah Reid, the new Administrative Support for the Recorder Department, which was effective October 14, 2024.

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

3. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of October 23, 2024, in the amount of \$1,248,502.34.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, John Johnson, Casey Venema
ABSENT:	Terry Snyder
VACANT:	District #4

4. Cancellation of Old Warrants/Checks

Motion To: Adopt the Resolution Re: Cancellation of Old Warrants/Checks.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, John Johnson, Casey Venema
ABSENT:	Terry Snyder
VACANT:	District #4

5. ICHHS Warrants

Motion To: Approve the Itasca County Health and Human Services (ICHHS) Department Warrants for October 2024, in the amount of \$1,618,178.46.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, John Johnson, Casey Venema
ABSENT:	Terry Snyder
VACANT:	District #4

6. Bid Award for Runway Obstruction Removals Project

Motion To: Award contract for the Runway Obstruction Removals Project at the Bowstring Municipal Airport to the lowest responsible bidder, Foth's Top Notch Tree Service, in the amount of \$7,200, contingent on grant funding through MnDOT Aeronautics and authorize necessary signatures.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, John Johnson, Casey Venema
ABSENT:	Terry Snyder
VACANT:	District #4

7. Memorandum of Agreement between Itasca County, Teamsters Local 320 and Todd Webb

Motion To: Approve proposed Memorandum of Agreement (MOA) for Work Out of Class Assignment completed by Todd Webb.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, John Johnson, Casey Venema
ABSENT:	Terry Snyder
VACANT:	District #4

8. TriMin 2025-2027 Contract Ratification

Motion To: Authorize the Board Chair to sign the Ratification Agreement for the 2025-2027 TriMin contract for IFS support.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, John Johnson, Casey Venema
ABSENT:	Terry Snyder
VACANT:	District #4

9. Township and City Maintenance Contracts – Billing Rates

Motion To: Approve the proposed City and Township maintenance contract for 2025/2026 billing rates of \$850/mile grading and \$950/mile snowplowing and set the rates for the 2026/2027 season at \$1,250/mile for grading and \$1,625/mile for snowplowing.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, John Johnson, Casey Venema
ABSENT:	Terry Snyder
VACANT:	District #4

10. Coleraine Bovey Taconite Wastewater Commission Effluent Line Replacement

Motion To: Adopt the Resolution Re: Coleraine Bovey Taconite (CBT) Wastewater Commission Effluent Line Replacement and authorize necessary signatures.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, John Johnson, Casey Venema
ABSENT:	Terry Snyder
VACANT:	District #4

VII. COMMISSIONER COMMENTS

Commissioner Johnson provided comment regarding his attendance of a recent Habitat for Humanity home dedication event.

VIII. CLOSED SESSIONS**IX. ADJOURN**

Chair Johnson adjourned the meeting at 2:53 PM.

ATTEST

John Johnson
Chair of the County Board

Brett Skyles
Clerk of the County Board



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 12, 2024

REQUEST FOR BOARD ACTION: RBA-2024-437

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Kory Cease, Spring Higley

AGENDA ITEM:

Joint Powers Agreement with the City of Grand Rapids

BOARD ACTION REQUESTED:

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

BACKGROUND:

Amendment will allow lodging tax to be collected from the Itasca County-owned campground at the Itasca County Fairground Park located within the City of Grand Rapids.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Itasca_City of GR JPA_Amendment 2
2. Itasca_GR_Lodging Tax JPA_October 2024

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4

**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 of January 1, 2025;

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

1. The City will collect lodging tax from Itasca County owned campgrounds in the following locations:
 - a. Itasca County Fairgrounds Park Campground located in Section 16, Township 55, Range 25, located in Itasca County, within the City of Grand Rapids.

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

Rutgers *Let's go 704*

JOINT POWERS AGREEMENT

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 OF 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 Municipality 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

Robert Oschear
Chairperson

Robert L. Olson
Clerk to the County Board

CITY OF GRAND RAPIDS

John J. ...
Mayor

William A. ...
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 A. Olson, Coordinator

I, LLOYD E. 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. 1986, 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. 1986.

Robert A. Olson
County Administrator
Coordinator

By _____ Deputy

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

Adopted

November 10,

1986

Commissioner Yunala **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 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; 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 LaPlante **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 E. 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. 1986, 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. 1986

County Administrator
Coordinator

By _____ **Deputy**

AMENDMENT

LODGING TAX
JOINT POWERS AGREEMENT

7. 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.

8. 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 - Lodging Tax Joint Powers Agreement
Page 2

MUNICIPALITY

Bob Williams
Chairperson Date

Robert L. Olson
Clerk/County Board Date

CITY OF GRAND RAPIDS

Paul J. [Signature] 7/14/98
Mayor Date

Kathleen [Signature] 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	<u>Y</u>	District #2	<u>Y</u>
District #3	<u>Y</u>	District #4	<u>Y</u>
District #5	<u>Y</u>		

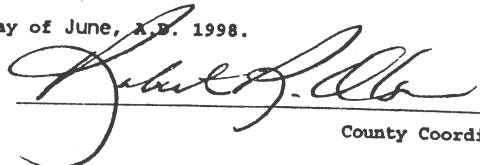
STATE OF MINNESOTA

Office of County Coordinator. ss.

County of Itasca

I, ROBERT R. OLSON, Coordinator of County of Itasca, do hereby certify that I have compared the foregoing with the original 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 whole 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: Tasha Connelly
By: Tasha Connelly (Oct 15, 2024 15:34 CDT)

Name: Tasha Connelly, Mayor

By: Kimberly Gibeau

Name: Kim Gibeau, City Clerk

Itasca County:

By: John Johnson
By: John Johnson (Oct 15, 2024 16:05 CDT)

Name: John Johnson, Board Chair

By: Brett Skyles
By: Brett Skyles (Oct 15, 2024 16:24 CDT)

Name: Brett Skyles, County Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 12, 2024

REQUEST FOR BOARD ACTION: RBA-2024-438

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Kory Cease, Sara Thompson

AGENDA ITEM:

Taconite State Trail Cooperative Agreement

BOARD ACTION REQUESTED:

Approve Taconite State Trail Agreement between Itasca County and the State of Minnesota and authorize necessary signatures.

BACKGROUND:

The state currently has several trail bridges along the Taconite State Trail that reside on tax-forfeited land in the county with some needing assessment for replacement. This agreement allows to proceed with funding, engineering, permitting and replacement of bridges given the large investment required.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. TaconiteST.Cooperative Agreement.Itasca County for signature

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4



TACONITE STATE TRAIL
COOPERATIVE AGREEMENT
BETWEEN
THE STATE OF MINNESOTA AND ITASCA COUNTY

This Agreement, between the State of Minnesota, acting by and through the Commissioner of the Department of Natural Resources, hereinafter referred to as the "State" and the County of Itasca, hereinafter referred to as the "County".

WITNESSETH:

WHEREAS, the Commissioner of Natural Resources has the authority, duty and responsibility under Minnesota Statutes Section 85.015, sub. 13, to establish, develop, maintain and operate the Taconite State Trail, an all season, multi-use recreational trail; and

WHEREAS, the State and the County are authorized under Minnesota Statutes Section 471.59, to enter into agreements to jointly or cooperatively exercise common powers; and

WHEREAS, the County owns, has easement over and/or administers land described as located entirely in Itasca County, as further described in the Property Descriptions and Map, which are attached and incorporated into this agreement as Exhibit A and hereinafter referred to as the "County Property"; and

WHEREAS, the State and the County have determined that providing a contiguous trail corridor for the Taconite State Trail within the County Property, hereinafter referred to as the "Trail", as shown on the attached map which is attached and incorporated into this agreement as Exhibit B, is of high priority; and

WHEREAS, the State shall have sole responsibility for the operations, maintenance, administration and improvement of the Trail; and

WHEREAS, the County shall have sole responsibility for the operations, maintenance, administration and improvement of all County administered roads, including Forest Management Access Roads; and

WHEREAS, the State shall develop all plans and specifications required for the operations, maintenance, administration, required rerouting and improvement of the Trail; and

WHEREAS, a copy of the County Board Resolution authorizing the entities to enter into this agreement is attached and incorporated into this agreement as Exhibit C; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the public bodies hereto and for the benefit of the general public, the parties agree as follows:

I. STATE'S DUTIES AND RESPONSIBILITIES

- a. The State shall have sole responsibility for the administration, operations, maintenance, required rerouting and improvements of the Trail, including trail bridges and all trail associated improvements, developed by the State.
- b. The State shall operate and maintain the Trail, including trail bridges and trail improvements consistent with all state and federal laws, regulations and rules that may apply to the management, operation and maintenance of facilities of this type.
- c. The State will provide, install and maintain appropriate signage for the Trail. The State shall also provide all Trail related informational signs for the Trail as determined by Department of Natural Resources policy.
- d. The State shall obtain all federal and state and permits necessary for the operations, maintenance and improvement of the Trail, including trail bridges and all trail associated improvements.
- e. The State will encumber funds for the development of the Trail, including trail bridges and trail associated improvements through the standard internal purchasing process including, but not limited to, a separate requisition request
- f. The State shall permit the County to review and approve preliminary and final plans for the development of the any improvements to the Trail proposed by the State during the term of this Agreement. All proposed modifications shall meet the applicable requirements of the Americans with Disabilities Act (ADA) and all State and Federal Recreational Trail standards.
- g. The State shall be permitted to review and approve any improvements to the Trail proposed by the County during the term of this Agreement. All proposed modifications shall meet the applicable requirements of the ADA, as applied to facilities of this type, and all State and Federal Recreational Trail standards.
- h. The State shall be solely responsible for all costs and actions associated with reroutes of the Trail as determined by County Management Activities. All proposed Trail reroutes shall be approved by the State and the County.
- i. The State acknowledges and will permit the County to use the Trail for County Management

Activities.

- j. The State reserves the right to inspect the Trail at any time to ensure that the County is in compliance with this agreement.

II. COUNTY'S DUTIES AND RESPONSIBILITIES

- a. The County shall permit the State to administer, operate, maintain and improve the Trail, including trail bridges and trail associated improvements along and within the corridor identified in **Exhibit B**.
- b. The County shall be permitted to review and approve any improvements to the Trail proposed by the State during the term of this Agreement. All proposed modifications shall meet the applicable requirements of the ADA, as applied to facilities of this type, and all State and Federal Recreational Trail standards.
- c. The County shall permit the State to review and approve any improvements to the Trail proposed by the County during the term of this Agreement. All proposed modifications shall meet the applicable requirements of the ADA, as applied to facilities of this type, and all State and Federal Recreational Trail standards.
- d. The County will provide the State a minimum of 180 days written notice of any lands referenced under this Agreement that are to be transferred or sold by the County in order to provide the State the opportunity to request a permanent easement over the potentially affected lands.
- e. The County reserves the right to inspect the Trail at any time to ensure that the State is in compliance with this agreement.
- f. The County may during the term of this agreement, require a portion of the trail be rerouted to an alternative corridor due to County management activities. Alternative corridors for Trail reroutes will be agreed upon by the County and the State.
- g. The County shall provide the State prior notice when the County intends on using the Trail for management activities and agrees to cooperate with the State on the implementation of appropriate safety measures during the County's use of the Trail. The County shall be solely responsible for damage to the Trail resulting from County management activities.

III. FUNDING

The State shall provide funding for its responsibilities under Article I (a)(b)(c)(d)(e)(f)(g)(h)(j) above through the standard internal purchasing process including, but not limited to, a separate requisition in which funds will be encumbered. However, the total obligation of the State shall be limited to the amount of funds legislatively appropriated and administratively

allocated to this project. No additional funding will be provided, unless agreed upon by all parties and an amendment to this Agreement is completed and executed.

IV. LIABILITY

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by the law and shall not be responsible for the acts of the other party and the results thereof. The State's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, and other applicable law. The County's liability shall be governed by Minnesota Statutes Sections 466.01-466.15, and other applicable law.

V. TERM

- a. *Effective Date:* **September 1, 2024, or when the State obtains all required signatures** under Minnesota Statutes Section 16C.05, Subdivision 2, **whichever is later**. The County shall not begin work under this Agreement until it is fully executed and the County has been notified by the State's authorized representative to begin the work.
- b. *Expiration Date:* **September 1, 2049**, for a period of twenty-five (25) years except as otherwise provided herein or agreed to in writing by both parties. This agreement shall renew at the end of the term for an additional five (5) year period unless a party gives three (3) months written notice to the other party to terminate the agreement. This agreement shall continue to automatically renew as the end of each five (5) year period unless the required given notice is given.

VI. AUDIT

Under Minnesota Statutes Section 16C.05, sub. 5, the books, records, documents and accounting procedures and practices of the County relevant to the agreement shall be subject to examination by the Commissioner of Natural Resources, the Legislative Auditor and the State Auditor for a minimum of six years from the end of this agreement.

VII. ANTITRUST

The County hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this Agreement resulting from antitrust violations that arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.

VIII. FORCE MAJEURE

Neither party shall be responsible to the other or considered in default of its obligations within this Agreement to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to

perform. A party relying on this provision to excuse performance must provide the other party prompt written notice of inability to perform and take all necessary steps to bring about performance as soon as practicable.

IX. CANCELLATION

This Agreement may be cancelled by the State at any time with or without cause or as necessary as provided in Article III, upon three (3) months written notice to the County. This Agreement may also be cancelled by the State if it does not obtain funding from the Minnesota Legislature, or other funding sources, or if funding cannot be continued at a level sufficient to allow for the payment of services covered under this agreement. The State will notify the County by written or fax notice. The State will not be obligated to pay for services provided after the notice is given and the effective date of cancellation. However, the County shall be entitled to payment, determined on a pro-rated basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is cancelled because of a decision of the Minnesota Legislature, or other funding source, not to appropriate the necessary funds. The State shall provide the County notice of lack of funding within a reasonable time of the State's receiving that notice.

This Agreement may be cancelled by the County at any time with or without cause upon three (3) months written notice to the State.

X. GOVERNMENT DATA PRACTICES

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

XI. PUBLICITY AND ENDORSEMENT

Any publicity regarding the subject matter of this agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the County individually or jointly with others, or any subcontractors, with respect to the program and services provided from this agreement.

XII. COMPLETE AGREEMENT

This Agreement, and amendments, constitutes the entire agreement between the parties. Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

XIII. OTHER TERMS AND CONDITIONS

NOTICES: Any notice, demand or communication under this Agreement by either party to the other shall be deemed to be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid to:

The State

Minnesota Department of Natural Resources
Parks and Trails Division Area Supervisor
1201 E. Highway 2
Grand Rapids, MN 55744

The County

County of Itasca
County Land Commissioner
1177 La Prairie Avenue
Grand Rapids, MN 55744

[The Balance OF This Page is Left Intentionally Blank]

IN WITNESS WHEREOF, the parties have caused the Agreement to be duly executed intending to be bound thereby.

DEPARTMENT OF NATURAL RESOURCES

By: _____

Title: _____

Date: _____

COUNTY OF ITASCA

By: _____

Title: _____

Date: _____

DEPARTMENT OF ADMINISTRATION

Delegated to Materials Management Division

By: _____

Title: _____

Date: _____

(Effective Date)

COUNTY OF ITASCA

By: _____

Title: _____

Date: _____

COUNTY OF ITASCA

By: _____

Title: _____

Date: _____

STATE ENCUMBERANCE VERIFICATION

Individual certifies that funds have been encumbered as req. by Minn. Stat. 16A.15 and 16C.05.

Signed: _____

Date: _____

Contract: _____

Exhibit A

Taconite State Trail Itasca County Tax Forfeited Parcels						
LEGAL DESCRIPTION					INTEREST TYPE	LAND ADMINISTRATION
SEC	TWP	RANGE	COUNTY	FORTY		
6	57	24	Itasca	SWNW	Fee Surface	Itasca County Tax Forfeit
35	57	25	Itasca	SENE	Fee Surface	Itasca County Tax Forfeit
24	57	25	Itasca	SESW	Fee Surface	Itasca County Tax Forfeit
25	57	25	Itasca	NWNE	Fee Surface	Itasca County Tax Forfeit
25	57	25	Itasca	SWNE	Fee Surface	Itasca County Tax Forfeit
25	57	25	Itasca	NENW	Fee Surface	Itasca County Tax Forfeit
25	57	25	Itasca	SWNW	Fee Surface	Itasca County Tax Forfeit
25	57	25	Itasca	SENW	Fee Surface	Itasca County Tax Forfeit
2	56	25	Itasca	SWNW	Fee Surface	Itasca County Tax Forfeit
2	56	25	Itasca	NESW	Fee Surface	Itasca County Tax Forfeit
2	56	25	Itasca	NWSW	Fee Surface	Itasca County Tax Forfeit
3	56	25	Itasca	SWNE	Fee Surface	Itasca County Tax Forfeit
3	56	25	Itasca	SENE	Fee Surface	Itasca County Tax Forfeit
3	56	25	Itasca	SENW	Fee Surface	Itasca County Tax Forfeit
13	57	25	Itasca	NWNE	Fee Surface	Itasca County Tax Forfeit
26	56	25	Itasca	NENW	Fee Surface	Itasca County Tax Forfeit
26	56	25	Itasca	SENW	Fee Surface	Itasca County Tax Forfeit
35	56	25	Itasca	NENW	Fee Surface	Itasca County Tax Forfeit
35	56	25	Itasca	NENW	Fee Surface	Itasca County Tax Forfeit
35	56	25	Itasca	SENW	Fee Surface	Itasca County Tax Forfeit
35	56	25	Itasca	SENW	Fee Surface	Itasca County Tax Forfeit
35	56	25	Itasca	NWSW	Fee Surface	Itasca County Tax Forfeit
35	56	25	Itasca	NWSW	Fee Surface	Itasca County Tax Forfeit
35	56	25	Itasca	SENW	Fee Surface	Itasca County Tax Forfeit
23	56	25	Itasca	NENW	Fee Surface	Itasca County Tax Forfeit
23	56	25	Itasca	SENW	Fee Surface	Itasca County Tax Forfeit
23	56	25	Itasca	NESW	Fee Surface	Itasca County Tax Forfeit
23	56	25	Itasca	SESW	Fee Surface	Itasca County Tax Forfeit
1	58	24	Itasca	SWSE	Fee Surface	Itasca County Tax Forfeit
1	58	24	Itasca	SESE	Fee Surface	Itasca County Tax Forfeit
11	58	24	Itasca	SWSE	Fee Surface	Itasca County Tax Forfeit
11	58	24	Itasca	SESE	Fee Surface	Itasca County Tax Forfeit
12	58	24	Itasca	NENE	Fee Surface	Itasca County Tax Forfeit
12	58	24	Itasca	NWNE	Fee Surface	Itasca County Tax Forfeit
12	58	24	Itasca	SWNE	Fee Surface	Itasca County Tax Forfeit
12	58	24	Itasca	NWSE	Fee Surface	Itasca County Tax Forfeit
14	58	24	Itasca	NWNW	Fee Surface	Itasca County Tax Forfeit
28	58	24	Itasca	NWNW	Fee Surface	Itasca County Tax Forfeit
11	58	24	Itasca	SWSW	Fee Surface	Itasca County Tax Forfeit
21	58	24	Itasca	NWSW	Fee Surface	Itasca County Tax Forfeit
21	58	24	Itasca	SWSW	Fee Surface	Itasca County Tax Forfeit
20	58	24	Itasca	SENE	Fee Surface	Itasca County Tax Forfeit
22	58	24	Itasca	NWNW	Fee Surface	Itasca County Tax Forfeit

Exhibit A

LEGAL DESCRIPTION					INTEREST TYPE	LAND ADMINISTRATION
SEC	TWP	RANGE	COUNTY	FORTY		
6	57	24	Itasca	SENW	Fee Surface	Itasca County Tax Forfeit
3	59	23	Itasca	SENE	Fee Surface	Itasca County Tax Forfeit
3	59	23	Itasca	SESW	Fee Surface	Itasca County Tax Forfeit
3	59	23	Itasca	NESE	Fee Surface	Itasca County Tax Forfeit
3	59	23	Itasca	SWSE	Fee Surface	Itasca County Tax Forfeit
3	59	23	Itasca	SESE	Fee Surface	Itasca County Tax Forfeit
7	59	23	Itasca	SWSE	Fee Surface	Itasca County Tax Forfeit
9	59	23	Itasca	SWNE	Fee Surface	Itasca County Tax Forfeit
9	59	23	Itasca	SENE	Fee Surface	Itasca County Tax Forfeit
9	59	23	Itasca	NESW	Fee Surface	Itasca County Tax Forfeit
9	59	23	Itasca	NWSW	Fee Surface	Itasca County Tax Forfeit
9	59	23	Itasca	SWSW	Fee Surface	Itasca County Tax Forfeit
10	59	23	Itasca	NWSW	Fee Surface	Itasca County Tax Forfeit
17	59	23	Itasca	NESW	Fee Surface	Itasca County Tax Forfeit
17	59	23	Itasca	NWSW	Fee Surface	Itasca County Tax Forfeit
17	59	23	Itasca	SESW	Fee Surface	Itasca County Tax Forfeit
18	59	23	Itasca	SWNE	Fee Surface	Itasca County Tax Forfeit
18	59	23	Itasca	NWNW	Fee Surface	Itasca County Tax Forfeit
18	59	23	Itasca	SWNW	Fee Surface	Itasca County Tax Forfeit
18	59	23	Itasca	NESE	Fee Surface	Itasca County Tax Forfeit
18	59	23	Itasca	NWSE	Fee Surface	Itasca County Tax Forfeit
2	59	23	Itasca	NENW	Fee Surface	Itasca County Tax Forfeit
2	59	23	Itasca	NWNW	Fee Surface	Itasca County Tax Forfeit
34	59	24	Itasca	NENE	Fee Surface	Itasca County Tax Forfeit
34	59	24	Itasca	SENE	Fee Surface	Itasca County Tax Forfeit
35	59	24	Itasca	SWNW	Fee Surface	Itasca County Tax Forfeit
35	59	24	Itasca	NESW	Fee Surface	Itasca County Tax Forfeit
35	59	24	Itasca	NWSW	Fee Surface	Itasca County Tax Forfeit
35	59	24	Itasca	SESW	Fee Surface	Itasca County Tax Forfeit
35	59	24	Itasca	SWSE	Fee Surface	Itasca County Tax Forfeit
1	58	24	Itasca	NESW	Fee Surface	Itasca County Tax Forfeit
1	58	24	Itasca	NWSW	Fee Surface	Itasca County Tax Forfeit
1	58	24	Itasca	NWSE	Fee Surface	Itasca County Tax Forfeit
27	59	24	Itasca	NESE	Fee Surface	Itasca County Tax Forfeit
27	59	24	Itasca	SESE	Fee Surface	Itasca County Tax Forfeit
25	59	24	Itasca	NWNE	Fee Surface	Itasca County Tax Forfeit
25	59	24	Itasca	NENW	Fee Surface	Itasca County Tax Forfeit
26	59	24	Itasca	NENE	Fee Surface	Itasca County Tax Forfeit
26	59	24	Itasca	NWNE	Fee Surface	Itasca County Tax Forfeit
26	59	24	Itasca	SWNE	Fee Surface	Itasca County Tax Forfeit
26	59	24	Itasca	SENW	Fee Surface	Itasca County Tax Forfeit
26	59	24	Itasca	NESW	Fee Surface	Itasca County Tax Forfeit
26	59	24	Itasca	NWSW	Fee Surface	Itasca County Tax Forfeit
13	59	24	Itasca	SENE	Fee Surface	Itasca County Tax Forfeit
24	59	24	Itasca	NWNE	Fee Surface	Itasca County Tax Forfeit

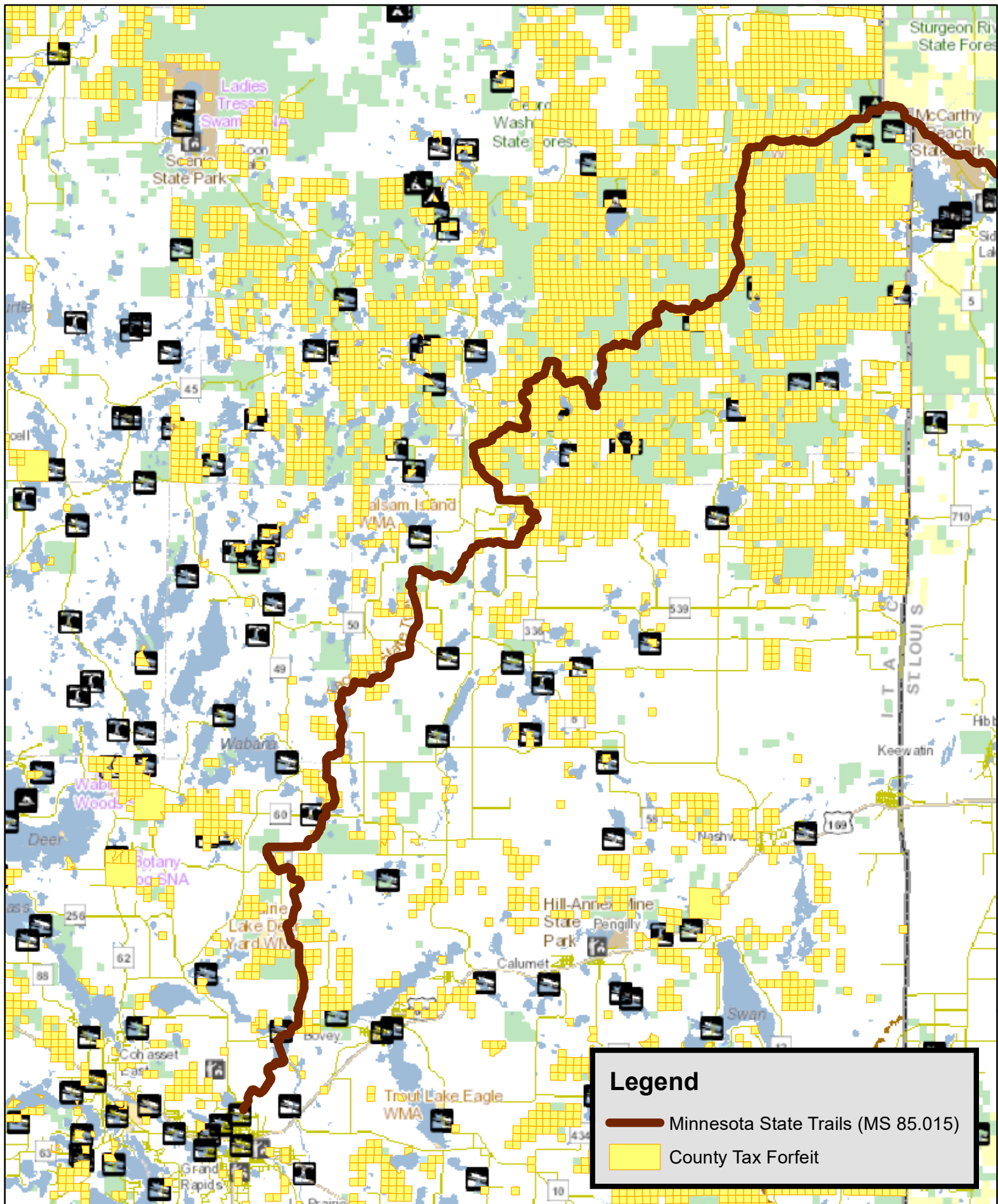
Exhibit A

LEGAL DESCRIPTION					INTEREST TYPE	LAND ADMINISTRATION
SEC	TWP	RANGE	COUNTY	FORTY		
24	59	24	Itasca	SWNE	Fee Surface	Itasca County Tax Forfeit
24	59	24	Itasca	NENW	Fee Surface	Itasca County Tax Forfeit
24	59	24	Itasca	NWSE	Fee Surface	Itasca County Tax Forfeit
24	59	24	Itasca	SWSE	Fee Surface	Itasca County Tax Forfeit
13	59	24	Itasca	NESE	Fee Surface	Itasca County Tax Forfeit
13	59	24	Itasca	NWSE	Fee Surface	Itasca County Tax Forfeit
13	59	24	Itasca	SWSE	Fee Surface	Itasca County Tax Forfeit
24	59	24	Itasca	SENW	Fee Surface	Itasca County Tax Forfeit
1	59	23	Itasca	NWNE	Fee Surface	Itasca County Tax Forfeit
1	59	23	Itasca	NENW	Fee Surface	Itasca County Tax Forfeit
1	59	23	Itasca	NWNW	Fee Surface	Itasca County Tax Forfeit
1	59	23	Itasca	SWNW	Fee Surface	Itasca County Tax Forfeit
2	59	23	Itasca	SWNE	Fee Surface	Itasca County Tax Forfeit
2	59	23	Itasca	SENE	Fee Surface	Itasca County Tax Forfeit
7	60	22	Itasca	NESE	Fee Surface	Itasca County Tax Forfeit
7	60	22	Itasca	NWSE	Fee Surface	Itasca County Tax Forfeit
7	60	22	Itasca	SWSE	Fee Surface	Itasca County Tax Forfeit
30	60	22	Itasca	NWNE	Fee Surface	Itasca County Tax Forfeit
30	60	22	Itasca	SWNE	Fee Surface	Itasca County Tax Forfeit
30	60	22	Itasca	NENW	Fee Surface	Itasca County Tax Forfeit
30	60	22	Itasca	SENW	Fee Surface	Itasca County Tax Forfeit
30	60	22	Itasca	NWSE	Fee Surface	Itasca County Tax Forfeit
30	60	22	Itasca	SWSE	Fee Surface	Itasca County Tax Forfeit
31	60	22	Itasca	NENW	Fee Surface	Itasca County Tax Forfeit
31	60	22	Itasca	SENW	Fee Surface	Itasca County Tax Forfeit
31	60	22	Itasca	NWSW	Fee Surface	Itasca County Tax Forfeit
31	60	22	Itasca	SWSW	Fee Surface	Itasca County Tax Forfeit
3	60	22	Itasca	NESW	Fee Surface	Itasca County Tax Forfeit
3	60	22	Itasca	SWSW	Fee Surface	Itasca County Tax Forfeit
8	60	22	Itasca	NENW	Fee Surface	Itasca County Tax Forfeit
8	60	22	Itasca	NWNW	Fee Surface	Itasca County Tax Forfeit
9	60	22	Itasca	NENE	Fee Surface	Itasca County Tax Forfeit
9	60	22	Itasca	NWNE	Fee Surface	Itasca County Tax Forfeit
18	60	22	Itasca	NWNE	Fee Surface	Itasca County Tax Forfeit
18	60	22	Itasca	SWNE	Fee Surface	Itasca County Tax Forfeit
18	60	22	Itasca	NWSE	Fee Surface	Itasca County Tax Forfeit
18	60	22	Itasca	SWSE	Fee Surface	Itasca County Tax Forfeit
4	60	22	Itasca	SWSW	Fee Surface	Itasca County Tax Forfeit
4	60	22	Itasca	SESW	Fee Surface	Itasca County Tax Forfeit
4	60	22	Itasca	SWSE	Fee Surface	Itasca County Tax Forfeit
4	60	22	Itasca	SESE	Fee Surface	Itasca County Tax Forfeit
5	60	22	Itasca	SESW	Fee Surface	Itasca County Tax Forfeit
5	60	22	Itasca	SWSE	Fee Surface	Itasca County Tax Forfeit
5	60	22	Itasca	SESE	Fee Surface	Itasca County Tax Forfeit
19	60	22	Itasca	NWNE	Fee Surface	Itasca County Tax Forfeit

Exhibit A

LEGAL DESCRIPTION						LAND ADMINISTRATION
SEC	TWP	RANGE	COUNTY	FORTY	INTEREST TYPE	
19	60	22	Itasca	SWNE	Fee Surface	Itasca County Tax Forfeit
19	60	22	Itasca	NWSE	Fee Surface	Itasca County Tax Forfeit
7	60	22	Itasca	NENE	Fee Surface	Itasca County Tax Forfeit
7	60	22	Itasca	SWNE	Fee Surface	Itasca County Tax Forfeit
7	60	22	Itasca	SENE	Fee Surface	Itasca County Tax Forfeit
2	60	22	Itasca	NWNW	Fee Surface	Itasca County Tax Forfeit

Taconite State Trail, Itasca County





**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 12, 2024

REQUEST FOR BOARD ACTION: RBA-2024-106

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, November 12, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3565

DEPARTMENT: Human Resources

TIME REQUESTED: < 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Recognition of County Employees

BOARD ACTION REQUESTED:

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

Farewell to Heidi Leppala, whose last day as a Child Support Officer with Health and Human Services was October 31, 2024, after 18+ years of service.

Farewell to Jason Johnson, whose last day as Financial Assistance Supervisor, Family Services in Health & Human Services was October 25, 2024, after 15+ years of service.

Welcome to new employee, Desiree Schneider, Administrative Support with the Probation Department, effective October 28, 2024.

Welcome to new employee, Peter Garsow, Human Service Support Specialist with the HHS Department, effective November 4, 2024.

Congratulations to Lisa Munger, who transferred from Eligibility Specialist to Case Aide with the HHS Department, which was effective October 27, 2024.

Congratulations to Lindsey Staydohar, who transferred from Human Services Support Specialist to Medical Support Specialist with the HHS Department, which was effective November 10, 2024.

Congratulations to Jodi Bullock, who transferred from Eligibility Specialist to Social Worker with the HHS Department, which was effective November 10, 2024.

Congratulations to Mary Chambers, who transferred from Data/Project Coordinator to Financial Assistance Supervisor in the HHS Department, which was effective November 10, 2024.

Welcome to new employee, James Nichols, Corrections Deputy with the Sheriff Department, effective October 28, 2024.

Farewell to Michael O'Claire, whose last day as a Custodian in Facility Management was October 19, 2024, after 3+ years of service.

Farewell to Carrie Whitman, whose last day as a Medical Claims Examiner in the IMCare division will be November 18, 2024, after 10+ years of service.

Congratulations to Blake Thompson, who transferred from Helpdesk Technician to Network Telecom Specialist with the MIS Department, which was effective November 10, 2024.

Welcome to new employee, Dan Holman II, Highway Maintenance Worker, with the Transportation Department which was effective, today, November 12, 2024.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 12, 2024

REQUEST FOR BOARD ACTION: RBA-2024-128

DEPARTMENT: Auditor / Treasurer

TIME REQUESTED: < 5 Minutes

PRESENTER: Gail Guck

AGENDA ITEM:

Commissioner Warrants

BOARD ACTION REQUESTED:

Approve Commissioner Warrants with a check date of November 13, 2024, in the amount of \$1,480,892.60.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Terry Snyder
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 12, 2024

REQUEST FOR BOARD ACTION: RBA-2024-434

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Potential Schedule Change for December

BOARD ACTION REQUESTED:

Discuss a potential schedule change for the December 10, 2024 Regular Session due to the lack of a quorum.

BACKGROUND:

There are 2 Commissioners registered to attend the Association of Minnesota Counties (AMC) Annual Conference being held December 9-11, 2024 in Bloomington, MN and we are short another due to the passing of Commissioner Ives, meaning there will not be a quorum present for the December 10, 2024 Regular Session.

Possible options in response to this and information regarding each option are as follows:

* The board meeting could be canceled. Any items needing action could be handled at the meetings scheduled before or after this date.

* The board meeting could be rescheduled to another date/time during the week. In consultation with ICTV, it seems rescheduling the meeting to Thursday, December 12, 2024 is an option if the meeting is concluded no later than 3:45 p.m. The Boardroom is also available on this date; however, it is recommended that the meeting be held earlier in the day to allow sufficient time for preparation of the next meeting if this option is selected.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

Motion To: Reschedule the Tuesday, December 10, 2024 County Board Regular Session to Thursday, December 12, 2024 at 1:30 PM in the Itasca County Boardroom.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith

AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 12, 2024

REQUEST FOR BOARD ACTION: RBA-2024-422

DEPARTMENT: Administrative Services

TIME REQUESTED: 10 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

2025 Legislative Priorities

BOARD ACTION REQUESTED:

Discuss 2025 Legislative Priorities.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. 2025 LEGISLATIVE PRIORITIES
2. MACPO Legislative Agenda 2025 Probation
3. 2024 Legislative Priorities FINAL

It was the consensus of the County Board to direct Commissioners to communicate 2025 legislative priorities to County Administrator Brett Skyles for consideration at the November 19, 2024 County Board Work Session.

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

2025 LEGISLATIVE PRIORITIES

HHS

- Stable, flexible funding for Public Health
- Data modernization with SSIS, CATCH, etc.

PROBATION

- Dept fully funded based on initial funding formula which would be add'l \$14-20 million spread across the 87 counties.
- Supervision fees-sundowning will take place 8/1/2027, meaning probation dept will no longer be able to charge/collect these fees. Request that this amount be considered when looking at dept being fully funded.
- Reasonable retirement-Age 60 or 35 yrs of service. To make this happen, employees would self-fund.
- Increased funding for the mental health continuum of care for youth and adults in the justice system including increased early youth intervention, long term treatment and housing, and supports for youth and adults experiencing severe mental illness.

LAND

- Blight clean-up-state assistance with the costs associated with managing and cleaning up tax forfeit property to ensure public health and safety and community resiliency.
- Red Lake and White Earth State and Tax Forfeited Land Transfer (give away) bills.



Minnesota Association of County Probation Officers

2025 LEGISLATIVE PRIORITIES

MACPO provides a strong voice to over 200 professionals and strongly supports the County Probation Delivery System in Minnesota. MACPO has grown steadily for over 60 years and will continue to do so with the dedication and support of all corrections professionals involved. Maintaining partnerships with all correctional delivery systems (CCA - DOC - CPO) in Minnesota. Providing quality and cost-effective training for MACPO membership on evidence-based practices and cultural diversity.

Minnesota Association of County Probation Officers 2025 Legislative Agenda Supports:

1. Fully funding Minnesota's community supervision services through the recently implemented single funding formula to deliver core supervision services. This includes critical biennial funding updates to account for inflation, population changes and fees.
2. Probation officers to have an opportunity to secure an unreduced reasonable retirement after reaching 60 years of age or 35 years of service. This option of reasonable retirement after 60 years of age or 35 years of service will help maintain a vital, productive, and safe probation, parole, and supervised release workforce in Minnesota.
3. Increased funding for the mental health continuum of care for youth and adults in the justice system including increased early youth intervention, long term treatment and housing, and supports for youth and adults experiencing severe mental illness.

MACPO Lobbyist~ Nancy Haas of Poul & Haas

651-274-5166

A handwritten signature in cursive script that reads "Nancy Haas".

Nancy.Haas@poulhaas.com

MACPO President~ Kevin Glass, Director Itasca County

218-256-7443

A handwritten signature in cursive script that reads "Kevin Glass".

Kevin.glass@co.itasca.mn.us

MACPO Legislative Chair~ Nicole Grams, Waseca County

507-461-7315

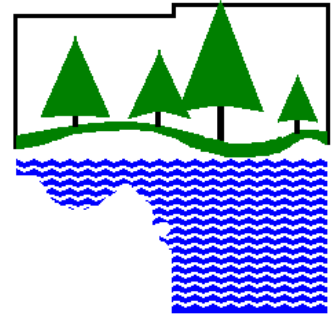
A handwritten signature in cursive script that reads "Nicole M. Grams".

Nicole.grams@wasecacounty.gov

WWW.MACPO.NET

ITASCA COUNTY

Courthouse
Administrative Services
123 NE 4th Street
Grand Rapids, MN 55744-2600
Office (218) 327-7363 Fax (218) 327-2848



Itasca County 2024 Legislative Priorities FINAL

- Canisteo Mine Pit – Dewatering efforts.
- Hwy 169 – Support efforts for double lane completion.
- Increased PILT reimbursement.
- Increased County Program Aid – direct reduction to property tax.
- Property Valuation Caps – Pass legislation that limits year over year property valuation increases.
- Anoka Regional Treatment Center cost shift to Counties – placements cost County's over \$40,000 per month with little or no input from the County.
- Appropriate reimbursement on ICWA funding based on costs and utilization.
- Tort Law Updates
- EMS Funding
- Discussions with State/DNR Re: Wolf Issue
- Harvest Tax for moving resources from one county to another
- Sunset of Coal Generation Electricity
- Hennepin vs Tyler Resolution
- Trails & Tourism Relative to Insurance



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 12, 2024

REQUEST FOR BOARD ACTION: RBA-2024-426

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Appoint Interim County Assessor

BOARD ACTION REQUESTED:

Appoint Chief Deputy Assessor William Hilback as Interim Itasca County Assessor effective October 4, 2024 until such time as a County Assessor is appointed, and authorize salary adjustment as provided in Teamsters 320 CBA.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION: None

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 12, 2024

REQUEST FOR BOARD ACTION: RBA-2024-427

DEPARTMENT: Administrative Services

TIME REQUESTED: 10 Minutes

PRESENTER: John Johnson

AGENDA ITEM:

County Assessor Office Structure Discussion

BOARD ACTION REQUESTED:

Discuss County Assessor Office Structure.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

It was the consensus of the County Board to direct County Administrator Brett Skyles, Interim County Assessor William Hilback, and County Recorder Nicolle Zuehlke to coordinate on a proposal to be brought to a future County Board meeting.

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 12, 2024

REQUEST FOR BOARD ACTION: RBA-2024-429

DEPARTMENT: Administrative Services

TIME REQUESTED: < 5 Minutes

PRESENTER: John Johnson

AGENDA ITEM:

American Rescue Plan (ARP) Request - Veteran Services

BOARD ACTION REQUESTED:

Approve the American Rescue Plan (ARP) request, in the amount of \$2,500, from Veteran Services for a Counseling Enhancement project.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. ARP Form - Veteran Services

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner Terry Snyder
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4

From: noreply@civicplus.com
To: [Brett Skyles](#); [Gail Guck](#); [Amanda Schultz](#); [Shelley Kebart](#); [John Johnson](#)
Subject: Online Form Submittal: American Rescue Plan (ARP) Request Form
Date: Thursday, October 24, 2024 11:29:19 AM

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

American Rescue Plan (ARP) Request Form

AMERICAN RESCUE PLAN (ARP) REQUEST FORM

Entity Name:	Veterans Services
Name of Contact:	John Prepodnik
Address:	410 2nd ave NE
City:	Grand Rapids
State:	MN
Zip Code:	55744
Phone Number:	218-327-2858
E-mail Address:	john.prepodnik@co.itasca.mn.us
Commissioner District:	District 3 - John Johnson
Project Name:	Counseling Enhancement
Amount Requested:	2500
Project Budget & Summary of Project:	Requesting \$2500 to enhance the environment and quality of services for combat veterans obtaining counseling within the Veterans Services office.
Additional Information:	<i>Field not completed.</i>

Email not displaying correctly? [View it in your browser.](#)



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 12, 2024

REQUEST FOR BOARD ACTION: RBA-2024-430

DEPARTMENT: Administrative Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Terry Snyder

AGENDA ITEM:

American Rescue Plan (ARP) Request - City of Bigfork

BOARD ACTION REQUESTED:

Approve the American Rescue Plan (ARP) request, in the amount of \$7,000, from the City of Bigfork for a City Property/Parks Improvement project.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. ARP Form - City of Bigfork

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4

From: noreply@civicplus.com
To: [Brett Skyles](#); [Gail Guck](#); [Amanda Schultz](#); [Shelley Kebart](#); [Terry Snyder](#)
Subject: Online Form Submittal: American Rescue Plan (ARP) Request Form
Date: Wednesday, October 16, 2024 11:22:52 AM

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

American Rescue Plan (ARP) Request Form

AMERICAN RESCUE PLAN (ARP) REQUEST FORM

Entity Name:	City of Bigfork
Name of Contact:	Melissa David
Address:	200 Main Ave
City:	Bigfork
State:	MINNESOTA
Zip Code:	56628
Phone Number:	2187433782
E-mail Address:	cityclerk@bigfork.net
Commissioner District:	District 2 - Terry Snyder
Project Name:	City Property/Parks Improvment
Amount Requested:	7,000.00
Project Budget & Summary of Project:	City council has developed a plan for improvements to the City Softball field, the city park, and the city skating rink. Total investment is \$30,000.00 The City of Bigfork is requesting ARP funds to assist in improvements in the City owned skating rink.
Additional Information:	<i>Field not completed.</i>

Email not displaying correctly? [View it in your browser.](#)



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 12, 2024

REQUEST FOR BOARD ACTION: RBA-2024-431

DEPARTMENT: Administrative Services

TIME REQUESTED: < 5 Minutes

PRESENTER: John Johnson / Cory Smith

AGENDA ITEM:

American Rescue Plan (ARP) Request - Coleraine Bovey Taconite Joint Wastewater Commission

BOARD ACTION REQUESTED:

Approve the American Rescue Plan (ARP) request, in the amount of \$50,000, from the Coleraine Bovey Taconite Joint Wastewater Commission for the CBT Joint Wastewater Effluent Line Replacement project.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. ARP Form - CBT

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner Terry Snyder
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4

Amanda Schultz

From: noreply@civicplus.com
Sent: Friday, October 25, 2024 2:15 PM
To: Brett Skyles; Gail Guck; Amanda Schultz; Shelley Kebart; Cory Smith; John Johnson
Subject: Online Form Submittal: American Rescue Plan (ARP) Request Form

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

American Rescue Plan (ARP) Request Form

AMERICAN RESCUE PLAN (ARP) REQUEST FORM

Entity Name:	Coleraine Bovey Taconite Joint Wastewater Commission
Name of Contact:	Karin Grandia
Address:	123 NE 4th Street
City:	Grand Rapids
State:	MN
Zip Code:	55744
Phone Number:	218-327-2853
E-mail Address:	karin.grandia@co.itasca.mn.us
Commissioner District:	District 1 - Cory Smith, District 3 - John Johnson
Project Name:	CBT Joint Wastewater Effluent Line Replacement
Amount Requested:	50,000
Project Budget & Summary of Project:	The Trout Creek Bridge is being fully upgraded with a new bridge. The current bridge has an effluent line owned by the Coleraine Bovey Taconite (CBT) Joint Wastewater Commission attached to the bridge which must be replaced and is set to be trenched below the creek as an emergency project which must be done in the next few weeks to allow for uninterrupted wastewater service. The total amount of the project is \$134,000. Of this total cost, we are requesting \$50,000 from County ARP funding and the

remaining total balance will be funded by IRRR, at \$40,000,
with the remaining \$44,000 coming from CBT.

The request for ARP funds is as follows:

\$25,000 ARP Commissioner District 1

\$25,000 ARP Commissioner District 3

Additional Information: [RE-BID Bid Tab.pdf](#)

Email not displaying correctly? [View it in your browser.](#)

Trout Creek Bridge Effluent Line Replacement (#9271240)
Owner: CBT Joint Wastewater Commission
Solicitor: SEH - Grand Rapids, MN
09/10/2024 11:00 AM CDT

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Engineer Estimate		Casper Construction, Inc.		Utility Systems of America	
						Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
BASE BID SECTION - REQUIRED COMPLETION							\$119,801.50		\$134,000.00		\$148,479.50
	1	2011.601	CONSTRUCTION SURVEYING	LUMP SUM	1	\$5,000.00	\$5,000.00	\$6,250.00	\$6,250.00	\$500.00	\$500.00
	2	2021.501	MOBILIZATION	LUMP SUM	1	\$25,000.00	\$25,000.00	\$21,606.50	\$21,606.50	\$52,000.00	\$52,000.00
	3	2101.501	CLEARING AND GRUBBING	LUMP SUM	1	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00	\$1,000.00	\$1,000.00
	4	2104.503	REMOVE METAL PIPE	LIN FT	264	\$25.00	\$6,600.00	\$32.50	\$8,580.00	\$25.00	\$6,600.00
	5	2118.507	AGGREGATE SURFACING (CV) CLASS 5	CU YD	10	\$55.00	\$550.00	\$106.00	\$1,060.00	\$50.00	\$500.00
	6	2451.607	CRUSHED ROCK	CU YD	30	\$50.00	\$1,500.00	\$92.00	\$2,760.00	\$40.00	\$1,200.00
	7	2503.602	CONNECT TO EXISTING FORCE MAIN	EACH	2	\$8,000.00	\$16,000.00	\$7,000.00	\$14,000.00	\$5,000.00	\$10,000.00
	8	2503.603	INSTALL 10" FORCEMAIN	LIN FT	331	\$100.00	\$33,100.00	\$140.00	\$46,340.00	\$131.00	\$43,361.00
	9	2504.602	INSTALL 10" GATE VALVE AND BOX	EACH	2	\$5,000.00	\$10,000.00	\$2,929.00	\$5,858.00	\$5,000.00	\$10,000.00
	10	2506.602	SEAL MANHOLE	EACH	2	\$450.00	\$900.00	\$1,800.00	\$3,600.00	\$2,500.00	\$5,000.00
	11	2563.601	TRAFFIC CONTROL	LUMP SUM	1	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00
	12	2573.501	EROSION CONTROL	LUMP SUM	1	\$2,500.00	\$2,500.00	\$650.00	\$650.00	\$1,000.00	\$1,000.00
	13	2573.503	SILT FENCE, TYPE MS	LIN FT	550	\$3.50	\$1,925.00	\$8.50	\$4,675.00	\$8.25	\$4,537.50
	14	2573.503	SEDIMENT CONTROL LOG TYPE STRAW	LIN FT	550	\$6.00	\$3,300.00	\$10.00	\$5,500.00	\$8.50	\$4,675.00
	15	2574.507	COMMON TOPSOIL BORROW (LV)	CU YD	81	\$36.00	\$2,916.00	\$65.00	\$5,265.00	\$30.00	\$2,430.00
	16	2574.508	FERTILIZER TYPE 4	POUND	23	\$22.00	\$506.00	\$6.00	\$138.00	\$5.00	\$115.00
	17	2575.509	MULCH MATERIAL TYPE 1	TON	0.4	\$7,500.00	\$3,000.00	\$5,000.00	\$2,000.00	\$5,500.00	\$2,200.00
	18	2575.608	SEED NORTHEAST ROADSIDE	POUND	28.7	\$35.00	\$1,004.50	\$25.00	\$717.50	\$30.00	\$861.00
Base Bid Total:							\$119,801.50		\$134,000.00		\$148,479.50



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 12, 2024

REQUEST FOR BOARD ACTION: RBA-2024-425

DEPARTMENT: Health & Human Services

TIME REQUESTED: 5 Minutes

PRESENTER: Katie Benes, Naesa Myers

AGENDA ITEM:

Local Regulation of Adult-Use Cannabis

BOARD ACTION REQUESTED:

Form a committee, comprised of County staff and Commissioners, to explore and address the responsibilities placed on Itasca County under MN State 342 legalizing adult-use cannabis.

Discuss whether local regulation is beneficial.

BACKGROUND:

Chapter 342 of Minnesota law was established by the State Legislature in 2023 and was updated in 2024. Local governments play a critical role in the licensing process and must conduct compliance checks for cannabis and hemp businesses holding retail registration. Many neighboring counties are considering options for local regulations on the time, place, and manner of cannabis business and usage. Public health agencies are beginning to collect statistics on the impacts of cannabis use which is on the rise.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Cannabis Handouts

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

This data reflects the number of GICH ED patients who had a cannabis related diagnosis during the specified timeframes. Cannabis was legal to use and possess on 8/1/2023. I ran 12 months of data using 8/1/23 as the start date.

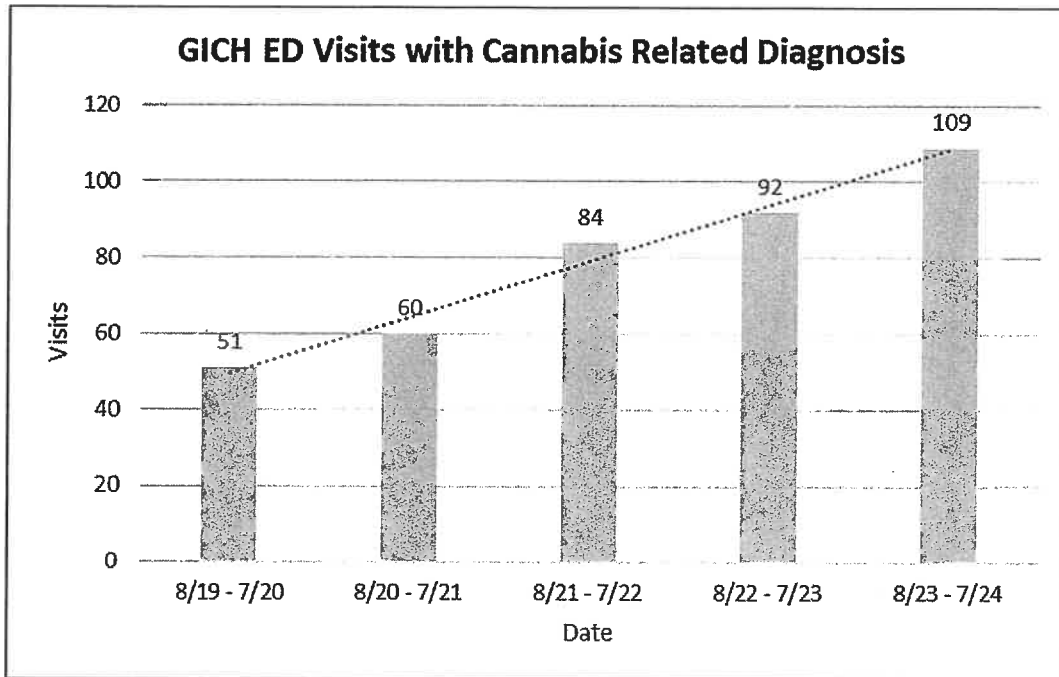
8/1/19 – 7/31/20 = 51

8/1/20 – 7/31/21 = 60

8/1/21 – 7/31/22 = 84

8/1/22 – 7/31/23 = 92

8/1/23 – 7/31/24 = 109



Inspections and Compliance Checks (342.22)

Local governments must conduct **compliance checks** for cannabis and hemp businesses holding retail registration **at least once per calendar year**. These compliance checks must verify compliance with age verification procedures and compliance with any applicable local ordinance established pursuant to 342.13. OCM maintains inspection authorities for all cannabis licenses to verify compliance with operation requirements, product limits, and other applicable requirements of Chapter 342.



FACTS ABOUT MARIJUANA AND THC PRODUCTS

WHAT ARE THE BASICS OF CANNABIS?

Cannabis is a species of plant. It can be found naturally around the world and is grown by individuals and organizations on farms and in enclosed labs.

- ▶ **Marijuana** is a cannabis product known for its high THC levels.
- ▶ **THC** is another natural compound found in cannabis. This compound can make users feel "high."

FORMS of THC:

Delta-8*, Delta-9, and Delta-10 are forms of THC and can be impairing or intoxicating. Delta-9 is the more potent form.

* See FDA warning at [www.fda.gov](https://www.fda.gov/search/Delta-8) search Delta-8

- ▶ **CBD** is a natural compound found in cannabis. CBD does not cause a "high" but can still affect the user.
- ▶ **Hemp** is another part of cannabis that has lower THC levels than marijuana.

EFFECTS OF THC ON PEOPLE:

Effects can vary across products and people and may include the following:



- ▶ Reduced hand-eye coordination
- ▶ Relaxed or "high" feeling
- ▶ Dizziness
- ▶ Increased heart rate
- ▶ Increased blood pressure
- ▶ Slower reactions
- ▶ Confusion, anxiety, panic or paranoia
- ▶ Trouble thinking or concentrating, including impaired learning and memory
- ▶ Psychosis (rare); seeing or hearing things that are not real

WHAT ARE EDIBLES?

Edibles are food and drink products that are made with cannabis-derived THC. The THC compound can come naturally from the marijuana plant, or it can be synthetically created from CBD. THC edibles can be impairing if the amount of THC is high enough to cause intoxication.

Edibles can come in many forms, including:

- ▶ Gummy candies
- ▶ Sodas and juices
- ▶ Chocolates
- ▶ Cookies and other treats

CONSUMPTION:



When consuming edibles, or smoking marijuana, not all people experience the same thing.



and
LAST UP
to 10 hours

TAKE UP to
2 hours to
KICK-IN



Under MN current law, Hemp-derived THC edibles are legal for sale/use/possession that contain no more than 5mg per serving and 50mg per package.

Everyone processes THC products differently. An individual's weight, metabolism, gender, and eating habits can affect how quickly a product gets absorbed into the body.



Marijuana use can worsen mental health conditions. If used frequently, marijuana might increase the risk of depression or worsen depression symptoms.

Research shows that marijuana use increases the risk of psychosis for those at-risk to mental illness.



DRIVING WHILE IMPAIRED IS ILLEGAL:

Driving while impaired is illegal and unsafe. You should not drive, bike, ski, snowboard, skate or operate machinery after consuming edibles.

Getting high before you drive could lead to a driving under the influence (DUI) charge.



SAFE STORAGE:



Safely Store THC Products

Storing THC products safely and securely can help prevent accidental THC consumption.

- ▶ Store THC products in their original child-resistant packaging and keep the label on.
- ▶ Keep THC products in a secure and locked place.
- ▶ Store cannabis edibles separate from food.
- ▶ THC products should be out of sight and reach of children and pets.

RESOURCES:

Search "marijuana" on these websites:

- ▶ [samhsa.gov](https://www.samhsa.gov)
- ▶ [nida.nih.gov](https://www.nida.nih.gov)
- ▶ [mayoclinic.org](https://www.mayoclinic.org)
- ▶ [ccsa.ca](https://www.ccsa.ca)
- ▶ [cdc.gov](https://www.cdc.gov)

MARIJUANA IS ADDICTIVE:

Over the past few decades, the amount of THC in marijuana has steadily climbed.

Research shows that:

- ▶ 1-in-6 people who start using the drug before the age of 18 can become addicted.
- ▶ 1-in-10 adults who use the drug can become addicted.

TODAY'S MARIJUANA HAS **3x** THE STRENGTH OF THC COMPARED TO 25 YEARS AGO



MARIJUANA AND BABY DEVELOPMENT:

Marijuana can affect baby development

Marijuana use during pregnancy may cause fetal growth restriction, premature birth, stillbirth, and problems with brain development.

THC can also be passed from a mother to her baby through breast milk, further impacting a child's healthy development.

CHILD SAFETY:

Child consumption can be dangerous

THC edibles pose a high risk for accidental child consumption. Emergency Rooms across the country and in Minnesota have seen an increase in intoxication events.



WARNING:

If a child consumes a THC product, parents should immediately call the free **Poison Control Hotline at 1-800-222-1222**, regardless if symptoms are present.

This is because edible THC products can take 30 minutes to 2 hours to have an effect, with the peak effect happening 3 to 4 hours later.

Poison Control will help parents determine if they need to bring their child to the hospital.



Dakota County Public Health Department
651-554-6100
www.dakotacounty.us

DCPHD-HR-3252 (02/23)





**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 12, 2024

REQUEST FOR BOARD ACTION: RBA-2024-435

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Kory Cease, Spring Higley

AGENDA ITEM:

Lights in the Pines Event Agreement

BOARD ACTION REQUESTED:

Approve the lease agreement between the Itasca County Agricultural Association and Itasca County for the 2024 Lights in the Pines event at the Itasca County Fairgrounds, and authorize the necessary signatures.

BACKGROUND:

The event contract layout and language used in this lease agreement was developed with the County Attorney's office (Re: CRT-4171). Lease fees will be placed in the ICAA Fairgrounds Maintenance Fund. The security deposit will be held by Itasca County.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. 2024_Lights in the Pines_Lease Agreement

Motion To: Approve the lease agreement between the Itasca County Agricultural Association and Itasca County for the 2024 Lights in the Pines event at the Itasca County Fairgrounds, as amended to change the Lease Agreement Fee from \$500 to \$1,000 and to add the request of a Financial Report Presentation, and authorize the necessary signatures.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4

County of Itasca, Minnesota

Event Lease Agreement

This Agreement is made effective this **12th** day of **November, 2024**, by and between **Itasca County ("Lessor")**; and **Itasca County Agricultural 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 – Grumpy’ s | ☐ H - New Moose Club |
| ☐ I - Corn Palace | ☐ J – Bixby’s |
| ☐ K - Bingo Hall | ☐ L – Eagles |
| ☐ M - All Purpose | ☐ N - Announcement Booth |
| ☐ O - Children’s barn | ☐ P – Restroom |
| ☐ Q - 4H Food Booth | ☐ T – Fine Arts Building |
| ☐ V - Agriculture/Horticulture Building | ☐ W - 4H Exhibit |
| ☒ X - Commercial Exhibit | ☐ Y - Committee on Aging |
| ☐ Z – Master Gardener’s | ☐ AA – Gazebo |
| ☐ CC – Sheriff’s | ☐ DD - Conservation Building |
| ☐ EE - Grand Stand | ☒ HH - Trailhead |
| ☒ Midway | ☒ West Parking Lot |
| ☒ General Grounds | ☒ North Parking Lot |
| ☐ Race Track | ☐ Horse Arena |
| ☒ RV Campground | |

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 **November 15, 2024** and shall end at 12:00 a.m. on **December 30, 2024**. 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 **\$ 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 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, cannabis 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:

Lessor

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

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

Lessee

Itasca County Agricultural Association
P.O Box 673
Grand Rapids, MN 55744

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 12th day of November, 2024.

**LESSEE: Itasca County Agricultural
Association (ICAA)**

LESSOR: County of Itasca

By: _____

By: _____

Title: ICAA President

Title: Chair of the Board of Commissioners

Exhibit A

Special Conditions Supplement

Event Lease Agreement

This document shall be considered the Special Conditions to the Event Lease Agreement between **Itasca County**, hereinafter referred to as “Lessor”, and **Itasca County Agricultural Association**, hereinafter referred to as “Lessee”. Both Lessor and Lessee mutually agree to the following in addition to the terms contained in the Event Lease Agreement for the 2024 “Lights in the Pines” event, occurring on November 22nd through December 23rd, 2024 at the Itasca County Fairgrounds Park.

- A. Itasca County Agricultural Association will be putting on the 2024 “Lights in the Pines” event with a drive-through holiday light display on the general grounds and walk-in displays in the commercial building.

Event hours of operation:

14 nights for the drive-through holiday light display on the general grounds and the walk-in North Pole Junction in the commercial building at the Itasca County Fairgrounds.

5:00 pm until the gate closes at 9:00 pm and the lights off at 10:00 pm.

Event dates are as follows:

November 22, 23, 29, 30 &

December 4, 6, 7, 11, 13, 14, 20, 21, 22, 23

- B. A modification to the Indemnification and Insurance Policy dated April 27, 2010 is approved as a minimum and required as follows: Auto Liability Insurance in the amount of \$1,000,000 combined single limit naming Itasca County as additional insured; and a signed Worker’s Compensation Insurance Certificate of Compliance on file.

- C. 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 during/after event.
2. Lessee will be responsible for providing and maintaining portable restrooms for event.
3. Lessee will be responsible for maintaining the fairground facilities and grounds in good and safe condition during the event.
4. Lessee will be responsible for coordinating with the Itasca County Transportation Department for snow removal in the fairgrounds during the term of the agreement.
5. Lessee will be responsible for coordinating with the Grand Rapids Police Department for directing and controlling traffic flow on city streets adjacent to the fairgrounds during the event.
6. Lessee will be responsible for coordinating with the Grand Rapids Fire Department and any other responsible agencies for compliant and safe winter use of the Commercial Building by the public for the event.

7. Lessee will be responsible for coordinating and to be in compliance with the MN Department of Health and any other responsible agencies for any food made available to the public in association with the event.
8. Lessee will allow for and identify public access to and public parking for the Taconite and Mesabi trails during the term of the agreement.
9. Lessee will clearly delineate and allow for safe use of the snowmobile trail corridor by snowmobiles through the fairgrounds during the term of the agreement.
10. Lessee will be responsible for clearly identifying all event entrances (west entrance) and event exits (east exit), and any event emergency exits for the event attendees and the general public.
11. Lessee will be responsible for all directing of traffic and providing parking staff for the event as needed, event parking will be confined to the north parking lot and east of the Commercial Building for volunteers.
12. Lessee are authorized to install “No Loitering After Dark” or similar signs and security cameras in the event areas.
13. Licensed/Permitted Activity under Section 13. “Banned Substances” of the Lease Agreement, if applicable (i.e. beer garden, etc.): N/A
14. Lessee is allowed to use the following personal property or fixtures within the leased Premises, if applicable: Electricity.
15. Movement and use of Picnic Tables: N/A
16. Extension of Term, if applicable: N/A.
17. Insurance, if different than that contained in Exhibit B: N/A
18. Sublease/subcontract, if applicable: All Vendors
19. Mobile Food booths will be limited to 0 mobile food booths.

Exhibit B

Indemnification and Insurance

Event Lease Agreement

- A. LESSEE agrees to defend, indemnify and hold harmless COUNTY, its elected officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney fees resulting directly or indirectly from any act or omission of 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 contract and against all loss by reason of failure of said LESSEE to perform fully, in any respect, all obligations under this contract.
- B. A modification to the Indemnification and Insurance Policy by the County Board dated April 27, 2010 is approved as a minimum and required as follows: Auto Liability Insurance in the amount of \$1,000,000 combined single limit naming Itasca County as additional insured; and a signed Worker's Compensation Insurance Certificate of Compliance on file. Considering the above modifications, 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 follows:

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

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

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

- c. Workers' Compensation and Employer's Liability:
- | | |
|---|---------------------|
| | Statutory
Limits |
| If the LESSEE is based outside the State of Minnesota, coverage must apply to Minnesota Laws. | |

- d. Employer's Liability
- | | |
|--------------------------|-----------|
| Bodily injury by: | |
| Accident - Each Accident | \$500,000 |
| Disease - Policy Limit | \$500,000 |
| Disease - Each Employee | \$500,000 |

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

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

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

1. List Itasca County as Certificate holder and as an additional insured with respect to operations covered under the contract for all liability coverages except Workers' Compensation and Employer's Liability and Professional Liability, if applicable; and,
 2. Be amended to show that Itasca County will receive thirty (30) days written notice in the event of cancellation, non-renewal or material change in any described policies.
- C. LESSEE also agrees that any contract let by LESSEE for the performance of the work on the Site as provided herein shall include clauses that will: (1) require the LESSEE to defend, indemnify and hold harmless COUNTY, its elected officials, officers, agents and employees for any liability, claims, causes of action, losses, demands, damages, judgments, costs, interest, expenses (including, without limitation, reasonable attorney fees, witness fees and disbursements incurred in the defendant thereof) arising out of or by reason of the acts and/or omissions of said LESSEE, its subcontractors, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable for; and (2) require the LESSEE to provide and maintain insurance in accordance with the following:

- a. Workers' Compensation: (Statutory Limits)

Employer's Liability Insurance:

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

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

- b. Commercial General and Automobile Liability Insurance:

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

Coverages above shall also include:

- Premises - Operations
- Contractual Liability (including oral and written contracts)
- Explosion, Collapse, Underground Property Damage (XCU)

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

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

- D. **LESSEE further agrees the minimum requirements set forth above shall at all times be in an amount at least equal to the maximum liability of the COUNTY under Minn. Stat. 466.04 now or as said statute is hereafter amended or as otherwise required by law, statute or rule.**
- E. In addition to any other rights contained herein the COUNTY reserves the right to terminate, suspend or rescind this contract if the LESSEE is not in compliance with the requirements contained herein and retains all rights its thereafter to pursue any legal remedies against LESSEE. All insurance policies shall be open to inspection by the COUNTY upon written request.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 12, 2024

REQUEST FOR BOARD ACTION: RBA-2024-440

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: City of Cohasset and Deer River Bushwackers Snowmobile Club

AGENDA ITEM:

Cohasset Connection Spur Trail - County Road 63 Use

BOARD ACTION REQUESTED:

Authorize the utilization of the County Road 63 bridge and road surface to Hwy 2 intersection for the Cohasset Connection Snowmobile Spur Trail.

BACKGROUND:

The City of Cohasset has been working with clubs on a connection to Cohasset. A route was identified from Tioga Beach utilizing the paved trail corridor along Co Rd 63 to Hwy 2. It will proceed within the right of way of Hwy 2 up to Bear Ridge Pizza connecting to the Bushwackers Snowmobile Trail. This trail will be maintained by the Deer River Bushwackers.

COUNTY ATTORNEY REVIEW: Counsel requested by Itasca County departments

SUPPORTING DOCUMENTATION:

1. Cohasset 63 project

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Terry Snyder
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4





**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 12, 2024

REQUEST FOR BOARD ACTION: RBA-2024-428

DEPARTMENT: Attorney

TIME REQUESTED: 10 Minutes

PRESENTER: Mike Haig

AGENDA ITEM:

Closed Session Re: Walmart Vs. Itasca County 23 Pay 24

BOARD ACTION REQUESTED:

Hold a meeting which may be closed pursuant to Minn. Stat. 13D.05, subd. 3(b) and 13D.05, subd. 1(d) based upon Attorney Client Privilege Minn.Stat. 595.02, subd. 1(b) to consult with its attorney in reference to pending litigation in the matter of Walmart 23 pay 24.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION: None

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