



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, January 28, 2025

2:30 PM

Itasca County Boardroom

FINAL

REGULAR SESSION MINUTES

I. CALL TO ORDER

Chair Venema 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: Add Item #10.1 (County Administrator Performance Review) and approve the agenda, as amended.

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

1. Approve the minutes of the Tuesday, January 21, 2025, County Board Regular Session.

V. CONSENT AGENDA

VI. REGULAR AGENDA

1. Citizen Input
No citizen input provided.
2. Legislative Conference Call

A Legislative Conference Call was provided by Itasca County Lobbyist Shane Zahrt.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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3. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of January 29, 2025, in the amount of \$492,732.76.

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

4. ICHHS Warrants

Motion To: Approve the Itasca County Health and Human Services (ICHHS) Department Warrants for January 2025, in the amount of \$914,326.61.

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

5. County Assessor Business Model

Chair Venema provided information regarding County Assessor office organizational options.

RESULT:	RECOMMENDED FOR REGULAR NEXT: 02/04/2025 2:30 PM
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6. 2025 CEDA Contract

Chair Venema provided information regarding the 2025 CEDA Contract and CEDA Representatives Lisa Sutherland and Amanda Lamppa were introduced.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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7. Royalty rate for earthen materials from tax-forfeited trust lands.

Motion To: Approve updating the Royalty Rates for earthen materials from tax-forfeited trust lands to \$2.50 per cubic yard, plus reclamation fee and any relevant tax.

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

8. Revised Canisteo Mine Pit Outlet Lease

Motion To: Approve revised long-term Canisteo Legacy Mine Pit Outflow Project Lease with the State of Minnesota and authorize necessary signatures.

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

VII. ADMINISTRATOR UPDATE

VIII. COMMITTEE REPORTS

Commissioner Johnson reported on attending a Cannabis Ordinance meeting, ARDC meeting, ARDC interview process, NW Juvenile Detention Center, and a Chamber event.

Commissioner Smith reported on attending a Grand Village meeting and Mississippi Headwaters meeting.

Commissioner Venema reported on attending a meeting Re: Nashwauk Ambulance Service.

IX. COMMISSIONER COMMENTS

Commissioner Johnson provided comment regarding Regional Behavioral Health Summit, NW Juvenile Detention Centers functioning School to stay caught up for release to public and cuts affecting it.

Commissioner Smith provided comment regarding the many snowmobiles in the area and to remain careful while out riding.

Commissioner Venema provided comment regarding cities seeking prosecuting attorneys.

RECESS

Chair Venema recessed the meeting at 3:30 PM.

RECONVENE

Chair Venema reconvened the meeting at 3:37 PM, with all members present except District #4 vacant and Snyder absent.

X. CLOSED SESSIONS

1. Closed Session Re: County Administrator Brett Skyles' Performance Review

Motion To: Go into a Closed Session per MN Statutes 13D.05, subd. 3, to conduct a Performance Review on Administrator Brett Skyles.

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

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

Motion To: Go into Open Session.

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

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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XI. ADJOURN

Chair Venema adjourned the meeting at 4:21 PM.

ATTEST



Casey Venema
Chair of the County Board



Brett Skyles
Clerk of the County Board



January 28, 2025

Chair:

PULL: None

ADDITIONS:

1. Item #10.1 Closed Session Re: County Administrator Performance Review

CHANGES: None

INFORMATIONAL: None



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2:30 PM

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DRAFT

REGULAR SESSION MINUTES

I. CALL TO ORDER

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

1. Approve the minutes of the Tuesday, January 14, 2025 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 Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4

1. Accept the resignation of Sarah Carling from the Park and Recreation Commission, representing an At-Large designation, effective January 10, 2025.

2. Adopt the Resolution Re: Seeking special legislation to sell tax-forfeited trust land to Swampsiders Snowmobile and ATV Club, which would allow sale of a portion of the Southwest Quarter of the Southeast Quarter (SW SE), Section 15, Township 59 North, Range 24 West, Fourth Principle Meridian, approximately 5.2 acres, PID# 55-015-4300.
3. Approve road easement for public use to the State of Minnesota over and across tax forfeited trust land located in a portion of the SW¼ of SW¼ in Section 13, Township 55N, Range 26W.

VI. REGULAR AGENDA

1. Citizen Input
No Citizen Input presented.

2. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of January 22, 2025, in the amount of \$1,465,626.66.

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

3. County Based Purchasing (IMCare) Division Update/Presentation
Health Plan Division Manager, Sarah Anderson gave a County Based Purchasing (IMCare) Division Update/Presentation.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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4. Schedule a Public Hearing

Motion To: Schedule a Public Hearing Re: Adoption of an updated Floodplain Ordinance to be held at the Tuesday, February 11, 2025 County Board Regular Session, which begins at 2:30 p.m.

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

5. County State Aid Highway Funds Advance Resolution

Motion To: Adopt the Resolution Re: County State Aid Highway Funds Advance and authorize the Transport Department to request an advance from the Regular County State Aid account.

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

6. Lease for AIS Program at Sherry's Arm Public Water Access

Motion To: Approve surface lease to Itasca County AIS Program for aquatic invasive species (AIS) station at Sherry's Arm public water access on Pokegama Lake, and authorize necessary signatures.

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

7. Out of State Travel

Motion To: Authorize out of state travel to Phoenix, AZ for Corrections Sergeant Erin Nelson and Road Deputy Nathaniel Grossell to attend a 4-day Axon Conference.

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

VII. ADMINISTRATOR UPDATE

VIII. COMMITTEE REPORTS

Commissioner Johnson reported on the Chamber of Commerce State Event, ARDC meeting, and Interviewing for Planning Director position for ARDC.

Commissioner Snyder reported on Lake Jessie Township meeting, Camp Mishawaka Mens Group meeting, and Probation Advisory meeting.

Commissioner Smith reported on speaking with a lot of constituents regarding various items, meeting Transportation Director, Karin Grandia regarding Road and Bridge.

IX. COMMISSIONER COMMENTS

Commissioner Smith provided comment regarding snow accumulation.

RECESS

Chair Venema recessed the meeting at 2:59 PM.

RECONVENE

Chair Venema reconvened the meeting at 3:40 PM, with all members present except District #4 vacant.

X. CLOSED SESSIONS

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

Motion To: Go into Closed Session pursuant to Minn. Stat. 13D.03 Re: Labor Negotiations.

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 Administrator Brett Skyles, Labor Negotiations Attorney Scott Lepak via teleconference.

Motion To: Go into Open Session.

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

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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XI. ADJOURN

Chair Venema adjourned the meeting at 4:39 PM.

ATTEST

Casey Venema
Chair of the County Board

Brett Skyles
Clerk of the County Board



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1. Approve the minutes of the Tuesday, January 14, 2025 County Board Regular Session.

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

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MOVER:	Commissioner Terry Snyder
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1. Accept the resignation of Sarah Carling from the Park and Recreation Commission, representing an At-Large designation, effective January 10, 2025.

2. Adopt the Resolution Re: Seeking special legislation to sell tax-forfeited trust land to Swampsiders Snowmobile and ATV Club, which would allow sale of a portion of the Southwest Quarter of the Southeast Quarter (SW SE), Section 15, Township 59 North, Range 24 West, Fourth Principle Meridian, approximately 5.2 acres, PID# 55-015-4300.
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SECONDER:	Commissioner Terry Snyder
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VACANT:	District #4

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Motion To: Authorize out of state travel to Phoenix, AZ for Corrections Sergeant Erin Nelson and Road Deputy Nathaniel Grossell to attend a 4-day Axon Conference.

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

VII. ADMINISTRATOR UPDATE

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X. CLOSED SESSIONS

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Motion To: Go into Closed Session pursuant to Minn. Stat. 13D.03 Re: Labor Negotiations.

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 Administrator Brett Skyles, Labor Negotiations Attorney Scott Lepak via teleconference.

Motion To: Go into Open Session.

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

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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XI. ADJOURN

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ATTEST



Casey Venema
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, January 28, 2025

REQUEST FOR BOARD ACTION: RBA-2025-130

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

1/28/2025

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 28, 2025

REQUEST FOR BOARD ACTION: RBA-2025-223

DEPARTMENT: Administrative Services

TIME REQUESTED: 15 Minutes

PRESENTER: Shane Zahrt

AGENDA ITEM:

Legislative Conference Call

BOARD ACTION REQUESTED:

Hold a Legislative Conference Call with Lobbyist Shane Zahrt.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

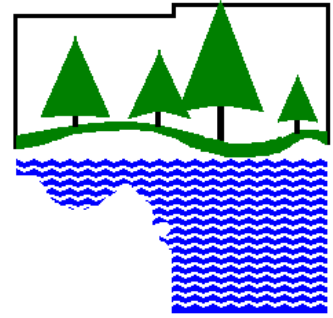
1. 2025 Legislative Priorities FINAL

1/28/2025

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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ITASCA COUNTY

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



Itasca County 2025 Legislative Priorities FINAL

- Canisteo Mine Pit Continued O & M Costs
- Hwy 169 – Support efforts for double lane completion
- Increase PILT Reimbursement, Emphasis on Lakeshore Property PILT
- Appropriate reimbursement on ICWA funding based on costs and utilization
- EMS Funding
- Lift Nuclear Moratorium/Energy Transition – Include Biomass as Carbon Neutral
- New Business Economic Development/Investment – Recent Leg Impacts
- Recreation Enforcement State Funding Process
- Tax Forfeiture and Funding

For Legislative Discussion:

Wolf Management and Economic Impact



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 28, 2025

REQUEST FOR BOARD ACTION: RBA-2025-60

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 January 29, 2025, in the amount of \$492,732.76.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, John Johnson, Casey Venema
ABSENT:	Terry Snyder
VACANT:	District #43



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 28, 2025

REQUEST FOR BOARD ACTION: RBA-2025-105

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Christine Krebs

AGENDA ITEM:

ICHHS Warrants

BOARD ACTION REQUESTED:

Approve the Itasca County Health and Human Services (ICHHS) Department Warrants for January 2025, in the amount of \$914,326.61.

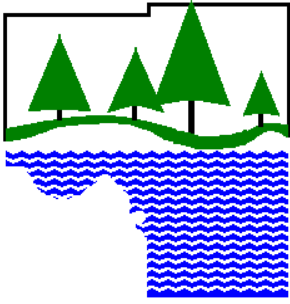
BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. 01-28-2025 ICHHS Warrants

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



ITASCA COUNTY HEALTH AND HUMAN SERVICES

ITASCA RESOURCE CENTER

1209 SE 2nd Avenue, Grand Rapids, MN 55744

Hearing Impaired Number TDD: 218-327-5549

218-327-2941

Visit us at : www.co.itasca.mn.us

January 2025

Income Maint/Admin Payments	\$ 100,328.52
Social Services - Waivers	\$ 5,639.00
Social Services - Non-Waivers	\$ 387,062.29
Foster Care/Out of Home/FamilySupport	\$ 407,984.28
Relative Custody/Preventive Placement Costs/Incidentals	\$ 9,735.43
Public Health	\$ 3,577.09
Community Health Board	\$ -
Total	\$ 914,326.61

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

January 2025
Out of Home Placement Breakdown

Foster Care/Out-of-Home/Family Support Comparison					
	Actual 2025	Actual 2024	Actual 2023	Actual 2022	Actual 2021 (COVID Yr)
January	407,984.28	358,655.03	481,711.66	433,150.76	375,450.87
February		392,553.96	553,117.21	348,631.48	276,036.33
March		406,513.25	549,963.91	390,198.68	470,336.10
April		490,023.47	519,051.04	552,814.60	327,746.28
May		499,374.53	438,535.58	487,698.28	435,540.15
June		358,348.53	563,762.89	585,853.92	453,742.31
July		424,373.46	429,881.33	400,212.87	295,647.79
August		381,991.86	482,732.73	484,467.08	406,809.83
September		471,425.74	397,517.32	499,454.00	351,501.34
October		465,927.89	445,148.34	596,946.77	253,884.89
November		384,937.51	510,070.44	361,433.79	424,163.31
December		422,698.84	383,715.02	510,726.16	280,089.95
Total	407,984.28	5,056,824.07	5,755,207.47	5,651,588.39	4,350,949.15

Child Protection Statistics					
	Maltreatment Reports	Opened for Assessment	% Opened	Children Placed	% Placed of Open
January	34	8	24%	4	50%
February			#DIV/0!		#DIV/0!
March			#DIV/0!		#DIV/0!
April			#DIV/0!		#DIV/0!
May			#DIV/0!		#DIV/0!
June			#DIV/0!		#DIV/0!
July			#DIV/0!		#DIV/0!
August			#DIV/0!		#DIV/0!
September			#DIV/0!		#DIV/0!
October			#DIV/0!		#DIV/0!
November			#DIV/0!		#DIV/0!
December			#DIV/0!		#DIV/0!
	34	8	24%	4	50%
	average			average	
2024	472	191	40%	80	42%
2023	510	275	56%	84	32%
2022	605	300	50%	96	33%
2021 (COVID Yr)	522	343	67%	95	28%

January 2025
Out of Home Placement Payments by Vendor

		Rate	Invoices Paid
The Bridge Residential Facility	-	\$250/day	\$ 61,760
North Homes	-	\$175 - \$429/day	\$ 53,589
Northwestern MN Juvenile	-	\$260-\$372/day	\$ 52,714
Nexus	-	\$556/day	\$ 39,440
Snyders/Foundation for Life	-	\$122/day	\$ 19,200
Lutheran Social Services	-	\$148-\$194/day	\$ 16,477
Northwood	-	\$294-\$331/day	\$ 15,246
Village Ranch	-	\$175 - \$231/day	\$ 15,176
Northstar	-	\$128/day	\$ 12,400
Little Sand Group Home	-	\$366/day	\$ 11,352
Port Group Homes	-	\$269/day	\$ 10,849
Dungarvin	-		\$ 2,606
Fond Du Lac Foster Care	-		\$ 165
Lighthouse	-	\$128/day	\$ 100
180 Degrees Inc	-		\$ -
Anoka County Juvenile Center	-	\$226 - \$282/day	\$ -
Arrowhead Juvenile Center	-	\$250/day	\$ -
Crow Wing Community Serv	-	\$295/day	\$ -
Dakota County Juvenile Serv	-	\$325 - \$340/day	\$ -
Heartland Girls Ranch	-	\$249 - \$316/day	\$ -
Kidspeace Corp	-	\$266/day	\$ -
Kindred Family Focus	-		\$ -
MCF - Redwing	-	\$260/day	\$ -
MN Dept of Corrections	-	\$269/day	\$ -
New Trails Group Home	-	\$331/day	\$ -
Pathfinders Children Treat	-	\$106/day	\$ -
Peace House	-	\$115/day	\$ -
Prairie Lakes Youth Program	-	\$209 - \$239/day	\$ -
Serenity Christian Homes	-	\$256.69/day	\$ -
St Cloud Children's Home	-	\$221/day	\$ -
Volunteers of America	-		\$ -
West Central Juvenile Center	-	\$334/day	\$ -
Woodland Hills	-	\$152 - \$331/day	\$ -
Individuals*	-	\$21 - \$121/day	\$ 96,911
Total			\$ 407,985

*Individuals : Includes Foster Care & Family Support Programs

January 2025
North Homes & Northwestern Placement Breakdown

North Homes							
	Assessment Evaluation	Shelter	Hawkins Home	Boys & Girls Programs	Cottage	Foster	Total
Jan	9,003.33	3,858.57	11,009.65	19,134.09	4,287.30	6,296.10	53,589.04
Feb							-
Mar							-
Apr							-
May							-
Jun							-
Jul							-
Aug							-
Sep							-
Oct							-
Nov							-
Dec							-
	9,003.33	3,858.57	11,009.65	19,134.09	4,287.30	6,296.10	53,589.04

Northwestern							
		Residential	Non-Secure Detention	Secure Detention	Satellite Homes		Total
Jan		25,175.95	14,602.00	12,936.00	-		52,713.95
Feb							-
Mar							-
Apr							-
May							-
Jun							-
Jul							-
Aug							-
Sep							-
Oct							-
Nov							-
Dec							-
	-	25,175.95	14,602.00	12,936.00	-	-	52,713.95



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 28, 2025

REQUEST FOR BOARD ACTION: RBA-2025-222

DEPARTMENT: Administrative Services

TIME REQUESTED: 15 Minutes

PRESENTER: Chair Venema

AGENDA ITEM:

County Assessor Business Model

BOARD ACTION REQUESTED:

Discuss County Assessor office organizational options and adopt any changes to the structure.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. County Assessor Office Organizational Options

1/28/2025

RESULT:	RECOMMENDED FOR REGULAR	NEXT: 2/05/2025 2:30 PM
----------------	--------------------------------	--------------------------------



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 28, 2025

REQUEST FOR BOARD ACTION: RBA-2025-226

DEPARTMENT: Administrative Services

TIME REQUESTED: 10 Minutes

PRESENTER: Chair Venema

AGENDA ITEM:

2025 CEDA Contract

BOARD ACTION REQUESTED:

Discussion on 2025 CEDA Contract.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

1/28/2025

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 28, 2025

REQUEST FOR BOARD ACTION: RBA-2025-221

DEPARTMENT: Land Department

TIME REQUESTED: 5 Minutes

PRESENTER: Michael Gibbons

AGENDA ITEM:

Royalty Rates for earthen materials from Tax-Forfeited Trust Lands

BOARD ACTION REQUESTED:

Review and update royalty rate for earthen materials from tax-forfeited trust lands.

BACKGROUND:

Royalty rates for earthen materials from tax-forfeited trust lands are scheduled for review and update if necessary. County land departments and the MN Department of Natural Resources are authorized to sell earthen materials from county and state managed lands, a summary of current rates from other counties and the DNR has been included as part of this review.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Summary of Earthen Material Royalty Rates_2025

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

MN Land Dept Gravel Rates 2024/2025			
COUNTY	Sand/fill \$/yard	Pit run \$/yard	Comments
Itasca	\$1.00	\$1.50	Sell to private
Cass	\$1.50	\$1.80	No sales for private use
Beltrami		\$1.25	No sales for private use
Aitkin		\$2.30	No sales for private use
Pine	\$2.00-\$4.25	\$3.00-\$4.35	No sales for private use
Koochiching		\$3.00	Sell to private only 100 yards/year
Hubbard	\$1.00	\$1.50	No sales for private use
St Louis		\$3.50	Sell to private
MN DNR	\$1.10-\$2.07	\$1.49-2.97	Sell to private - 5,000 yards/year

Common Borrow = silt & clay rich soils that do not meet other categories.

Sand = with few or no pebbles that are larger than 3/4"

Pit run = common gravel diameter is 3/4" or larger



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 28, 2025

REQUEST FOR BOARD ACTION: RBA-2025-225

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Kory Cease

AGENDA ITEM:

Revised Canisteo Mine Pit Outlet Lease

BOARD ACTION REQUESTED:

Approve revised long-term Canisteo Legacy Mine Pit Outflow Project Lease with the State of Minnesota and authorize necessary signatures.

BACKGROUND:

The county approved a long-term lease for the Canisteo Legacy Mine Pit Outflow Project on September 17, 2024. The State of Minnesota has requested revisions to the lease in order to address additional concerns. The outflow project will mitigate the threat of rising legacy mine pit water to public safety, property and regional water quality, Minnesota Session Laws of 2023, Chapter 71, Article 1, Section 2 subdivision 3 appropriated \$8,875,000.00 for the construction of publicly owned infrastructure from the Canisteo Legacy Mine Pit Complex to the Prairie River. This 40-year lease secures use of the land where the outlet/outflow project crosses county-managed tax-forfeited trust lands.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Itasca County_Outlet Lease_Final_01.28.2025

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

SPECIAL USE LEASE
(Tax-forfeited Trust Lands)

This Lease Agreement ("Agreement") is made effective this _____ day of _____, 2025, or the date the State obtains all required signatures under Minnesota Statutes, § 16C.05, subd. 2, whichever is later, (the "Effective Date") by and between the State of Minnesota in trust for the taxing districts, acting by and through Itasca County, ("Landlord"); and the State of Minnesota, acting by and through its commissioner of Iron Range Resources and Rehabilitation, ("Tenant").

Tenant is holding this lease on behalf of the State of Minnesota ("State") for the State's Canisteo Outlet Project. Lease activities, as stated in Paragraph 3 herein (Purpose of the Lease) and throughout this lease, may be carried out by Tenant or other state agencies, and their contractors, as the State may appropriate funds to state agencies for the Canisteo Outlet Project during the term of this lease. Tenant and the Minnesota Department of Natural Resources have entered into an Interagency Agreement regarding the Canisteo Outlet Project. See attached Exhibit C – Interagency Agreement, which is made a part of this lease.

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 entered into by the parties pursuant to the following:

a) Minnesota Statutes Section 282.04, Subd. 1(d), which authorizes the county auditor, as directed by the county board, to lease tax-forfeited trust land at public or private sale, and at the prices and under the terms as the county board may prescribe for temporary uses, provided that no leases shall be for a period to exceed ten years; and

b) Laws of Minnesota 2023, Chapter 71, Article 1, Sec. 2, Subd. 3(c), which authorizes the county, notwithstanding Minnesota Statutes, section 282.04, to enter into leases for the Canisteo Legacy Mine Pit Complex for a term that is consistent with meeting the project's needs; and

c) Minnesota Statutes, Section 298.22, subd. 3, which authorizes the Tenant to acquire property or interests therein upon making a determination that distress and unemployment exists or may exist in the future by reason of the removal of natural resources.

2. **Premises.** The Landlord in consideration of the terms, conditions and agreements contained herein, hereby leases to the Tenant, subject at all times to sale, lease and use for other purposes, the non-exclusive surface right in the following described Premises to wit:

Tax Parcel ID No. 02-035-4201

That part of Northwest Quarter of Southeast Quarter (NW1/4-SE1/4) in Section Thirty-five (35), Township Fifty-six (56) North, Range Twenty-five (25) West in Itasca County, Minnesota, comprising approximately 4.75 acres for outlet;

including approximately 0.91 acres across a portion of Northwest Quarter of Southwest Quarter (NW1/4-SW1/4) in Section Thirty-five (35), Township Fifty-six (56) North, Range Twenty-five (25) West (Tax Parcel ID Nos. 02-035-3201 and 02-035-3203) in Itasca County, Minnesota, for road access;

as described and shown in the attached “Exhibit A”, made a part of this lease, and hereinafter referred to as the “Premises”.

The legal descriptions and maps found in Exhibit A are the outlet alignment plans dated April 8, 2024.

This Agreement does not lease to Tenant any subsurface mineral rights, personal property, nor any surface overburden, rock, lean ore, tailings, or other material that has been removed from below the surface and deposited on the surface in the process of iron ore, taconite, or other metallic minerals mining, or in the process of beneficiation.

This Agreement does not grant Tenant any prior or prescriptive rights to the Premises, nor is Landlord or the State of Minnesota obligated to issue any lease to Tenant upon any of the Premises for subsurface mineral rights, personal property, surface overburden, rock, lean ore, tailings, or other materials.

Landlord does not warrant its title to the premises nor undertake to defend the Tenant in the peaceable possession or use thereof. No covenant of quiet enjoyment is made. Tenant’s liability shall be governed by the provisions of the Minnesota Tort Claims Act (Minn. Stat., Sec. 3.736) or other applicable law. Landlord’s liability shall be limited by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. This agreement does not assign liability, either financial or dewatering efforts, for water level management of the Canisteo or other Legacy Mine Pits to Itasca County.

3. **Purpose of the Lease.** This Agreement is granted to provide Tenant, state agencies and their contractors, with a surface lease solely to operate, use, construct, reconstruct, maintain, repair, replace, or remove existing and/or future outlet ditch or piping and outlet-related equipment and facilities associated with the Canisteo Legacy Mine Pit Complex project within the Premises. Tenant’s, state agencies’ and their contractors’ use of the Premises shall be supported by all permits required by law, and Tenant, state agencies and their contractors shall not operate in violation of any such permits.

4. **Response to Unacceptable Impacts.** Tenant, or other state agencies, shall develop and implement appropriate adaptive management or mitigation strategies to address any unacceptable impacts to public health, public safety, or public interests in lands and waters which are caused by, or could potentially be caused by, any construction or dewatering activities performed by the Tenant or other state agencies on the Premises. If adaptive management or other mitigation strategies are mutually deemed insufficient by Landlord and Tenant, to remedy the unacceptable impacts, Tenant or other state agencies shall cease with construction or reduce or suspend dewatering.

5. **Term and Rental Fee.** The initial term (the “Term”) of this Agreement shall commence on the date set forth above and shall end at 12:00 a.m. forty (40) years from the Effective Date set forth above. This Agreement is subject to cancellation or termination pursuant to the provisions herein. The rental fee of \$16,980.00 is due in full upon execution of the Lease for the duration of the Lease Term. The Tenant has paid to the Landlord all sums to which Landlord is entitled for the rental fees which were due and payable upon the issuance of this Lease.

6. **Permit Acquisition and Commencement of Operations.** If Tenant or other state agencies fail to obtain the required state or federal permits or approvals necessary for the construction activities within twelve (12) months from the Effective Date, Landlord may, at its option cancel this Agreement.

7. **Incumbrance.** This Agreement is subject to all existing easements, rights-of-way, licenses, leases, commingling agreements and other incumbrance upon the Premises and Landlord shall not be liable to Tenant for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that holder thereunder.

8. **Maintenance.** The parties agree that this Agreement shall not create any Landlord responsibility for site maintenance, dewatering, monitoring and equipment maintenance, or costs associated therewith. Tenant shall maintain the Premises in an orderly fashion and good repair, keeping them safe and clean, removing all refuses and debris that may accumulate, to the extent consistent with sound and customary mining practices. Tenant shall comply with all laws affecting the Premises, including local ordinances and state regulations. All garbage, refuse, etc. shall be removed from the lease area and shall be legally and properly disposed of. Landlord is not responsible to maintaining any facilities or improvements on the Premises as a result of this Agreement.

9. **Termination.** This Agreement may be terminated at any time within sixty (60) days by advance written notice and mutual agreement by both Tenant and Landlord.

This Agreement may be terminated at any time by ninety (90) days advance written notice by Tenant provided Tenant is in compliance with all other terms and conditions of this Agreement. Landlord has the right to cancel this Agreement for violation of the terms and conditions of this Agreement. Tenant shall have 30 days after receipt of written notice specifying such default to cure such default. Termination of this Agreement, including termination prior to its termination date, does not relieve the Tenant from any liability for payment or other liability incurred under this Agreement or obligation incurred prior to termination.

Tenant shall, on the termination date, or earlier as provided for in this Agreement, peaceably and quietly surrender the Premises to the Landlord in a condition satisfactory to the Landlord.

If Tenant defaults in compliance with its obligations under this Agreement, Landlord shall have the right, upon Tenant's failure to cure such default within 30 days after receipt of written notice specifying such default, to seek such remedies or combination of remedies as maybe available at law or in equity, including without limitation specific performance, damages, or termination of this Agreement. Landlord's remedies shall expressly include the right to evict Tenant and take possession of the Premises.

10. **Transfers.** This Agreement may not be conveyed, assigned, subleased, or otherwise transferred by the Tenant, or its successors in interest, without written notice to the Landlord. Landlord and Tenant agree that other state agencies, including, but not limited to the Minnesota Department of Natural Resources, shall have access to the Premises for activities associated with the Canisteo Outlet Project. The covenants, terms and conditions of this Agreement shall run with the land and shall extend to and bind all assignees and other successors

in interest of the Tenant. Tenant shall not, without the Landlord's prior written consent, permit the use or occupancy of the Premises or any part thereof by anyone other than the Tenant, other state agencies, and their contractors or agents. No assignment, agreement or contract relieves the Tenant of any obligation or liability imposed by this Agreement, and all assignees, sublessees and subcontractors are also liable for all obligations or liabilities imposed by this Agreement.

11. **Timber Damages/Timber sale.** No timber shall be cut, used, removed or destroyed by the Tenant without first obtaining written permission from the Landlord. Timber is defined as both mature timber and growing stock. If Landlord permits timber to be cut, used, removed, or destroyed, Tenant shall pay timber damages. Tenant must pay, subject to available appropriations, for all timber (both mature timber and growing stock) damaged on the Premises by Tenant prior to incurring the damage. Failure to comply will result in timber trespass laws being applied. Timber damages will be determined by the Itasca County Land Commissioner and will be based on current market values.

12. **Landlord's right to grant other leases, permits, licenses, or easements.** The Landlord reserves the right to grant leases, permits, licenses, or easements to any portion of the surface of the Premises to any person or corporation under authority of Minnesota Statutes, Chapter 282 or other applicable laws, without hindrance from the Tenant, but such leases, permits, licenses, or easements shall not materially interfere with the pumping operations or activities carried on thereon. Tenant agrees to cooperate and use best efforts to resolve any potential conflicts that may arise due the granting of other leases, permits, licenses or easements. A grantee of such a lease, permit, license or easement will agree, for the benefit of both parties to this Agreement, to assume entire responsibility and liability for all damages and injury to all persons and Premises whether caused by the grantee or the grantee's officers, agents or employees, arising from activities undertaken based on the lease, permit, license or easement or the grantee's use or occupancy of the premises covered by such lease, permit, license or easement.

13. **Access/ Road construction and maintenance.** Landlord shall not, by virtue of this Agreement, be responsible for obtaining legal access to Premises for Tenant or be responsible for the construction or maintenance of any road to Premises.

14. **Public Access/Public Recreation Use.** Tenant may prohibit access to the Premises by the public as needed to carry out activities authorized under this Agreement.

15. **Gating and blocking of roads and trails.** Gating and blocking of roads and trails on the Premises shall not be by cable, chain, wire or similar single strand barrier.

16. **Trail Requirements.** The Premises leased herein are subject to easements for recreational trails. The Parties agree that all existing recreational trails of any kind remain undamaged and in place unless and until there is an agreement to repair or to relocate any recreational trail upon the terms and conditions as follows:

- a) That this Agreement is subject to said easements and trail improvements located upon the easements.
- b) That the Tenant, other state agencies, and their contractors or agents shall not damage, close, obstruct or otherwise act to disturb the use of said easements and improvements until such time as repair or alternative route is determined, established by easement, and constructed all to the satisfaction of the Landlord.

- c) That the Landlord shall coordinate assignment of Itasca County staff to facilitate the repair or relocation of the trail. County staff shall utilize the MN/DOT Bikeway Facility Design Manual or the Itasca County Snowmobile or ATV Trail Policy to facilitate the relocation of any trail. The Landlord shall in its facilitation seek input from Tenant (or other state agencies), Itasca County Regional Railroad Authority, representatives of the Mesabi Trail, or from representatives of any affected Snowmobile or ATV trail. The Landlord shall not seek or be entitled to reimbursement for expense of county staff time attributed to the facilitation of the relocation, establishment or construction of the trail.
- d) That the Tenant, other state agencies, and their contractors or agents shall be responsible for all costs, fees and expenses arising from any damage and associated repair to the trail during construction or maintenance as well for routing, establishment, proper design, and construction of the trail relocation including but not limited to document preparation, survey expense, easement/land acquisition, filing fees, and attorneys' and consultant's fees other than county staff time unless otherwise mutually agreed by the Parties.

17. **Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and shall not be responsible for the acts and omissions of the other party and the results thereof. Tenant's liability is governed by the Minnesota Tort Claims Act, Minnesota Statutes, section 3.736 and other applicable law.

18. **Sign.** Tenant may, at its own cost and expense, establish one or more signs identifying the Premises or Tenant's interest in the Premises. Such signs shall be maintained in good condition and repair.

19. **Utilities.** Landlord shall have no responsibility, by virtue of this Agreement, to provide Tenant with any utility service, or associated costs thereof, to the Premises.

20. **Legal Obligations.** Tenant and other state agencies agree to comply with all state and federal laws, ordinances, orders, regulations and requirements affecting Tenant's and other state agencies' use of the Premises. Tenant and other state agencies shall be responsible for obtaining and observing all applicable local zoning and permitting regulations.

21. **Hazardous Materials.** Tenant and other state agencies shall not, in their occupancy or use of the Premises, violate any federal, state, or local law, statute, ordinance, rule, or regulation with respect to hazardous wastes, substances, or materials, as those terms may be defined by law, statute, ordinance, rule, or regulation. No assembly or disassembly of mining-related or ancillary equipment is allowed on the Premises without prior written approval from the Landlord. Any handling of hazardous or petroleum-based products or fluids on the Premises will require a mutually agreed upon spill plan prior to Landlord's authorization allowing the handling of such products or fluids. A request for the day-to-day use of hazardous or petroleum-based products or fluids will not be unreasonably denied provided a mutually agreed upon spill plan exists, and the Tenant and other state agencies comply with all statutes, rules and regulations regarding the use and storage of such material or fluids and restrict their use to identified portions of the Premises.

22. **Liens.** No liens shall be created or filed against the Premises without the written consent of the Landlord. Tenant shall take all steps necessary to prevent the filing of any

mechanic's liens or other liens against the Premises. This clause shall not apply to liens existing on the Premises prior to the Effective Date.

23. **Right of Entry.** Landlord, or its agents or contractors, 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 Tenant, except in cases where emergency entry is necessary to preserve the Premises and other property.

Landlord, or its agents, contractors, permittees or lessees, shall also have the right to enter upon and into said Premises at any time to remove state-owned materials (excluding state-owned fine tailings leased to Tenant), including but not limited to, timber, iron-bearing materials, sand and gravel, overburden, and rock. Such removal shall not unreasonably hinder or interrupt the operations of Tenant, except in cases where emergency entry is necessary to preserve the Premises and other property.

24. **Construction of Lease.** 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 of any governmental body, the intentions of the Landlord and Tenant here is that the remaining parts of this Agreement shall not be affected thereby.

25. **No Waiver.** No delay on the part of the Landlord in enforcing any conditions in this Agreement, including termination or cancellation for violation of the terms of this Agreement, shall operate as a waiver of any of the rights of the Landlord.

26. **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 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.

27. **Notification.** Any notice given under this Agreement 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 Landlord and Tenant for the purposes of serving notice are as follows:

Landlord

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

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

Tenant

Minnesota Department of Iron Range
Resources and Rehabilitation
4261 U.S. Highway 53
Eveleth, Minnesota 55734

28. **Miscellaneous.** This Agreement contains the entire agreement of the parties hereto with respect to the use of the premises. This Agreement may be amended in writing only and delivered by both parties. Nothing contained in this Agreement shall be deemed or construed to create a partnership of joint venture of or between the Landlord and Tenant or create any other relationship between the parties other than that of the Landlord and Tenant.

29. **Additional Terms.** See the attached Exhibit B (Additional Terms) and Exhibit C (Interagency Agreement) which are made a part of this lease.

(Remainder of the page is left intentionally blank; signature pages follow)

IN TESTIMONY WHEREOF, the parties have hereunto set their hands and seals on the _____ day of _____, 2025.

STATE OF MINNESOTA
DEPARTMENT OF IRON RANGE
RESOURCES AND REHABILITATION

Title: _____

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 2025, by _____ of the State of Minnesota, Department of Iron Range Resources and Rehabilitation, on behalf of the State.

Notary Seal

Notary

STATE ENCUMBRANCE VERIFICATION
Individual certifies that funds have been encumbered
as required by Minn. Stat. 16A.15 and 16C.05

Signed _____
Date: _____
Contract: _____

THE STATE OF MINNESOTA, IN TRUST FOR
THE TAXING DISTRICTS, AS LANDLORD

By: _____
Austin Rohling, County Auditor

STATE OF MINNESOTA
COUNTY OF ITASCA

This instrument was acknowledged before me this _____ day of _____, 2025, by
Austin Rohling, as County Auditor on behalf of Itasca County, a public body corporate of the State
of Minnesota.

Notary Public

(Seal)

THE STATE OF MINNESOTA, IN TRUST FOR
THE TAXING DISTRICTS, AS LANDLORD

By: _____
Kory Cease, Land Commissioner

STATE OF MINNESOTA
COUNTY OF ITASCA

This instrument was acknowledged before me this _____ day of _____, 2025, by
Kory Cease, as Land Commissioner on behalf of Itasca County, a public body corporate of the
State of Minnesota.

Notary Public

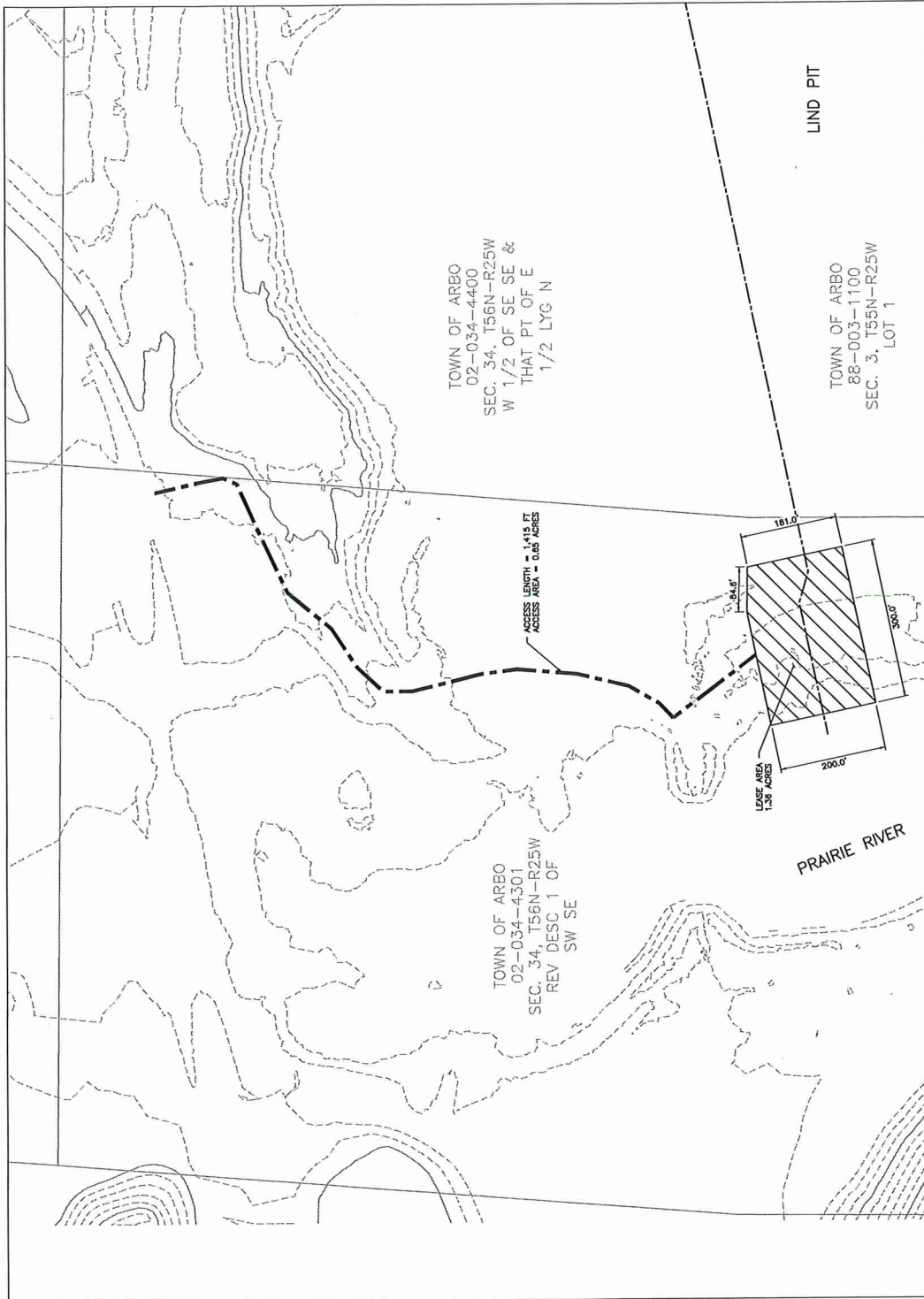
(Seal)

Drafted by:
Kory Cease, Land Commissioner
Itasca County Land Department
1177 LaPrairie Ave
Grand Rapids, MN 55744

Victoria H. Sellner, Attorney
Minnesota Department of Natural Resources
Division of Lands and Minerals
500 Lafayette Road, Box 45
St. Paul, MN 55155-4045

[illegible]

EXHIBIT A



LEASE AREA SUMMARY
LONG-TERM LEASE - 1.38 ACRES
ACCESS LEASE - 0.85 ACRES



SCALE IN FEET
0 100 200

APPROXIMATE PERMANENT
ACCESS ROUTES
APPROXIMATE CONSTRUCTION &
LONG TERM UTILITY LEASE AREA

ISSUED
FOR BID
NOT FOR CONSTRUCTION

© Copyright 2024, State of Minnesota, Department of Natural Resources

BARR BARR ENGINEERING CO. 3125 14TH AVENUE EAST HERBING, MN 55748 Tel: (218) 292-2400 Fax: (218) 292-2400 www.barr.com	DEPARTMENT OF NATURAL RESOURCES	I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Minnesota. Name: <i>[Signature]</i> Lic. Number: 45025 Date: 4/15/2024	Canisteo Legacy Mine Pit Outlet Canisteo Mine Division of Lands and Minerals Itasca County Section: 34.35.38 Township: 56N Range: 25W	Revisions <table border="1"> <thead> <tr> <th>Date</th> <th>By</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>	Date	By									Lease Area Map - Town of Arbo Survey: JMM 2524 Designed: JMM 2524 Drawn: GSJ 2524 Checked: JMM 2524 Horiz. datum: NAD 83 (NAD 83) Vert. datum: NAVD 88	Sheet: C-04 CCZ: 81018 File #: MIN007.00.35.05 Site #: R2001448
		Date	By													
Title:																

[illegible]

LONG-TERM LEASE - 1.94 ACRES
ACCESS LEASE - 1.51 ACRES
TEMPORARY CONSTRUCTION LEASE - 6.06 ACRES

 APPROXIMATE PERMANENT ACCESS ROUTES
 APPROXIMATE CONSTRUCTION & LONG TERM UTILITY LEASE AREAS
 APPROXIMATE TEMPORARY CONSTRUCTION LEASE AREA

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DATE: 12/23/2024

BARR

Corporate Headquarters:
Minneapolis, Minnesota
Ph: 1-800-832-2277

Project Office:
BARR ENGINEERING CO.
3128 14TH AVENUE EAST
HIBBING, MN 55748
Ph: 1-800-226-1966
Fax: (218) 282-3460
www.barr.com

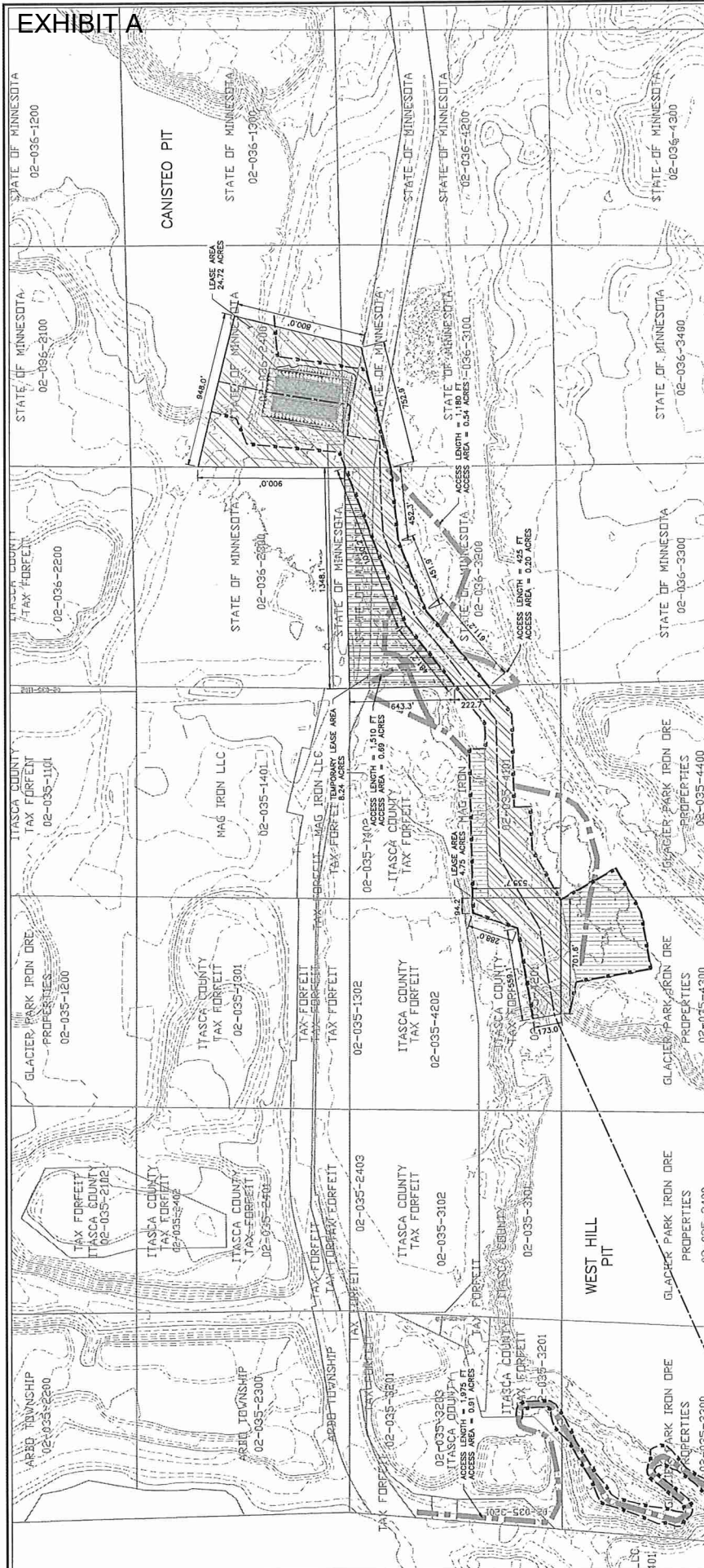
Title: Lease Area Map - Glacier Park Iron Prop	Survey:	Designed:	JNMS 2524	Sheet:	C-05
	Drawn:	Drawn:	GSJ 2524	CC2:	81018
	Checked:	Checked:	JNMS 2524	File #:	MIN0007.00.35.05
	Mape delimita: 14.02.2003 por 20.01.2004 delimita: 14.02.2003			Site #:	R2900448

Canisteo Legacy Mine Pit Outlet - Rebid
Canisteo Mine
Division of Lands and Minerals
Itasca County
Near Coleraine
Bids Due: 2PM
Sealed: 24 25 26 Township: 52N

Revisions
Date 12/23/2024 By GSJ

[illegible]

EXHIBIT A



LEASE AREA SUMMARY

LONG-TERM LEASE = 30.38 ACRES
 LONG-TERM LEASE = 1.00 ACRES
 TEMPORARY CONSTRUCTION LEASE = 8.24 ACRES



0 300 600
 SCALE IN FEET

- APPROXIMATE ACCESS ROUTES
- APPROXIMATE CONSTRUCTION & LONG TERM UTILITY LEASE AREAS
- APPROXIMATE TEMPORARY CONSTRUCTION LEASE AREA
- CONSTRUCTION LIMITS

ISSUED
 FOR CONSTRUCTION

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Revisions Date: 12/22/2024 By: GSI	Title: Lease Area Map - State of Mn Survey: Designed: PRT 2524 Drawn: GSI 2524 Checked: PRT 2524 Horz. datum: NAD 83 (76 AD) Vert. datum: NAVD 88	Canisteo Legacy Mine Pit Outlet - Robid Canisteo Mine Division of Lands and Minerals Itasca County Section: 34, 35, 36 Township: 56N Range: 25W	DEPARTMENT OF NATURAL RESOURCES	BARR BARR ENGINEERING CO. 3120 14TH AVENUE EAST MINNEAPOLIS, MN 55446 Phone: (612) 262-2400 Fax: (612) 262-2400 www.barr.com
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EXHIBIT B
Additional Terms to Lease

1. **Use of Outlet Channel by Others.** No other persons or entities shall outlet water through the as-built outlet channel without prior written approval of the Minnesota Department of Natural Resources, Landlord, and all other landowners along the outlet route.
2. **Additional Maintenance.** Landlord is not responsible for any maintenance costs or measures associated with the outlet related facilities resulting from this Agreement. TENANT or other state agencies are responsible for the following maintenance measures, subject to available appropriations:
 - a) erosion control at the outlet channel, including, but not limited to, filter fabric and natural rock riprap;
 - b) compaction of spoil material on top of the outlet channel. Tenant or other state agencies shall ensure the top of the outlet channel is even with surrounding land surface one-year after the outlet channel construction is complete;
 - c) prior to performing any maintenance on the outlet channel, Tenant or other state agencies must inform the Landlord of the planned maintenance activities.
3. **Amendment/Termination.**
 - a) In addition to Paragraph 9 of this Lease, this Lease may be amended or terminated when:
 - i. the commissioner of natural resources determines that the outlet is no longer needed to serve the intended purpose or identifies a more effective alternative to the constructed project; or
 - ii. mining operations are fully permitted to resume in all or part of the leased Premises.



State of Minnesota

Interagency Agreement

SWIFT Contract Number: _____

This Interagency Agreement (“Agreement”) is between the Minnesota Department of Natural Resources and the Department of Iron Range Resources and Rehabilitation.

Pursuant to Minn. Stat. Sec. 298.22, the Commissioner of Iron Range Resources and Rehabilitation has determined that because distress and unemployment may exist in the future due to rising water levels from the Canisteo Mine Pit, the Commissioner has authority to execute land lease and other agreements necessary for successful completion of the Project as that term is defined below.

Agreement

1. Terms of Agreement

- 1.1 Effective date. December 5, 2024, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 Expiration date. The Agreement shall be in effect until the last of the leases expires or until the Commissioner of the Department of Natural Resources determines that the project is no longer needed to serve the intended purpose, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 The Canisteo Mine Pit Project (“Project”) involves the acquisition of land or interests in land for the construction of publicly owned infrastructure to mitigate the imminent threat to public safety, property and regional water quality from the rising water of the Canisteo Mine Pit Complex.

2. Scope of Work

2.1 Department of Natural Resources’ (DNR) duties:

- 2.1.1 Negotiate and draft long-term surface leases with non-state landowners for the land area encompassing the Project in Itasca County, Minnesota.
- 2.1.2 Encumber funds to the Department of Iron Range Resources and Rehabilitation (DIRRR) for the total rents to be paid by DIRRR under the long-term surface leases, one-time, upfront, to non-state landowners.
- 2.1.3 Transfer encumbered funds to the IRRR.

2.1.4 DNR agrees to execute the duties of Tenant in the leases as to the construction of the Project, including engaging with contractors and overseeing construction of the Project. "Leases" shall refer to leases with the following landowners: MagIron LLC, Mag PRM LLC, Glacier Park Iron Ore Properties LLC, Itasca County, and the Town of Arbo.

2.2 Department of Iron Range Resources and Rehabilitation's (IRRR) duties:

2.2.1 Receive encumbered funds from the DNR.

2.2.2 Encumber funds for the individual long-term surface leases for the Project in Itasca County, Minnesota.

2.2.3 Sign long-term surface leases with individual non-state landowners for the Project.

2.2.4 Make payment to individual non-state landowners of the one-time, upfront rents on the long-term surface leases for the Project.

3. **Both Parties agree that the act of IRRR holding the leases shall not be interpreted to mean IRRR has future responsibility for any additional activities involving the Project.**

4. **Consideration and Payment**

A lump sum of \$151,705.36 will be paid by the DNR to the IRRR for long-term surface leases with non-state landowners for the Canisteo Outlet project. The lump sum represents the total amount of rents to be paid one-time, upfront to landowners, as shown below:

<u>Landowner Name</u>	<u>Rent Amount</u>
Town of Arbo	\$ 5,829.00
Itasca County	\$ 16,980.00
Glacier Park Iron Ore Properties	\$ 92,354.11
Mag PRM LLC	\$ 35,201.85
MagIron LLC	\$ 1,340.40

IRRR will invoice the DNR for the actual amount of the above-referenced leases, such amount not to exceed a total of \$300,000. Payment will be made to the IRRR as soon as possible after all required signatures have been obtained on this interagency agreement. A copy of each executed lease will be provided to DNR for its files.

The total obligation of the DNR for all compensation and reimbursements to the IRRR under this Agreement will not exceed \$300,000.00.

5. **Authorized Representative**

The DNR's Authorized Representative is Michael Liljegren, Assistant Director, Division of Lands and Minerals, 500 Lafayette Road, Box 45, St. Paul, Minnesota 55155-4045, telephone: 651-259-5689, or his/her successor or delegate.

The IRRR's Authorized Representative is Ida Rukavina, Commissioner of Department of Iron Range Resources and Rehabilitation, 4261 US-53, Eveleth, MN 55734, 218-735-3023, or his/her successor or delegate.

6. Amendments

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.

7. Liability

Each party will be responsible for its own acts and behaviors and the results thereof.

8. Termination

Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

1. State Encumbrance Verification

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

Print Name: _____

Signature: _____

Title: _____ Date: _____

SWIFT Contract No. _____

3. Department of Natural Resources

With delegated authority

Print Name: _____

Signature: _____

Title: _____ Date: _____

**2. Department of Iron Range Resources and
Rehabilitation**

With delegated authority

Print Name: _____

Signature: _____

Title: _____ Date: _____



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 28, 2025

REQUEST FOR BOARD ACTION: RBA-2025-228

DEPARTMENT: Administrative Services

TIME REQUESTED: 20 Minutes

PRESENTER: Chair

AGENDA ITEM:

Closed Session Re: County Administrator Performance Review

BOARD ACTION REQUESTED:

Hold a Closed Session per MN Statutes 13D.05, subd. 3, to conduct County Administrator Brett Skyles' Performance Review.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

1/28/2025

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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