



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 13, 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	Present	2:30 PM
John Johnson	District #3	Present	2:30 PM
Larry Hopkins	District #4	Present	2:30 PM
Casey Venema	District #5	Present	2:30 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Pull item #6.2 (Legislative Conference Call), add additional information to Item #6.7 (Crisis Response Team Annual Report) and approve the agenda, as amended.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes as delineated below.

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

1. Approve the minutes of the Tuesday, May 6, 2025, Itasca County Regular Session.

V. CONSENT AGENDA

Motion To: Approve the Consent Agenda as presented.

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

1. Award Contract 60815 Bituminous Paving Projects to the lowest responsible bidder, Hawkinson Construction, in the amount of \$2,842,756.32 and authorize the required signatures on the contract documents.
2. Approve Holman short-term lease of tax-forfeited trust land to William J. Schwartz and Sons, Inc. in section 27, T56N-R24W, and authorize necessary signatures.

VI. REGULAR AGENDA

1. Citizen Input
No citizen input provided.
3. Employee Recognition
The following employees were recognized:
Congratulations to Becky Sutherland, who transferred from Human Services Support Specialist in the Health and Human Services Department to HRIS Assistant in the Human Resources Department, effective April 27, 2025.

Congratulations to Lisa Dobson, who transferred from Eligibility Specialist to Child Support Officer in the Health and Human Services Department, effective April 27, 2025.

Congratulations to Carissa Nelson, who was promoted from Assessor/Appraiser II to Assistant County Assessor in the Assessor's Office, effective April 27, 2025.

Welcome to new employee, Kenneth Schofield, Probation Officer-Senior in the Probation Department, effective April 28, 2025.

Welcome to new employee Elizabeth Lopez, Corrections Deputy in the Sheriff's Department, effective May 12, 2025.

Welcome to new employee, Jesse Ferweeda, Highway Maintenance Worker in the Transportation Department, effective May 12, 2025.

Congratulations to Jorgan Harshbarger who is transferring from Corrections Deputy to Deputy Sheriff/Road Deputy in the Sheriff Department, effective May 12, 2025.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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4. Data Request Policy
Administrator Brett Skyles provided Itasca County Policy regarding the Data Request Policy.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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5. Commissioner Warrants
Motion To: Approve Commissioner Warrants with a check date of May 14, 2025, in the amount of \$2,340,918.52.

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

6. Updated Keewatin Trail Runners ATV Trail Proposal

Motion To: Approve scheduling a Public Meeting on June 5, 2025, at 5:00 p.m. at the Keewatin Community Center Re: Updated Keewatin Trail Runners ATV Trail Proposal.

RESULT:	APPROVED (5 TO 0)
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MOVER: Commissioner John Johnson

SECONDER: Commissioner Cory Smith

AYES: Cory Smith, Terry Snyder, John Johnson, Larry Hopkins, Casey Venema

7. Crisis Response Team Annual Report

Executive Director Cre Larson provided an annual report on the Crisis Response Team and what they do.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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8. Commissioner Committee Assignments

Motion To: Approve motion to reassign committees to Commissioner Hopkins, District #4 and remove those temporarily assigned.

RESULT:	APPROVED (5 TO 0)
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MOVER: Commissioner John Johnson

SECONDER: Commissioner Cory Smith

AYES: Cory Smith, Terry Snyder, John Johnson, Larry Hopkins, Casey Venema

Motion To: Approve a motion to assign Commissioner District #4 to the committees noted on the attached documentation.

RESULT:	APPROVED (5 TO 0)
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MOVER: Commissioner Terry Snyder

SECONDER: Commissioner Cory Smith

AYES: Cory Smith, Terry Snyder, John Johnson, Larry Hopkins, Casey Venema

VII. ADMINISTRATOR UPDATE

County Administrator Brett Skyles provided an Administrator Update, including speaking about the Budget Cuts proposed and how much it is appreciated that our Commissioners and Constituents continue reaching out to legislators as it all helps.

VIII. COMMITTEE REPORTS

Commissioner Hopkins reported on attending the City County Commission meeting, and an Itasca County Township Association meeting.

Commissioner Johnson reported on attending City of Warba meeting, YMCA Lease meeting, meeting with representatives from CEDA, and a Sheriff meeting.

Commissioner Snyder reported on attending the City County Commissioner meeting.

Commissioner Venema reported on attending Fairboard meeting, MN Matters meeting, Grace House grand reopening, and a Library Funding meeting.

IX. COMMISSIONER COMMENTS

Commissioner Johnson provided comment regarding Legislative decisions will affect our County, and the others as well.

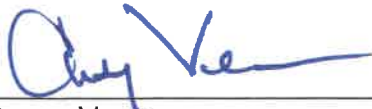
Commissioner Smith provided comment regarding how nice it was to see our County full of people over the weekend and cautioned people to be cautious of the fire danger.

X. CLOSED SESSIONS

XI. ADJOURN

Chair Venema adjourned the meeting at 3:18 PM.

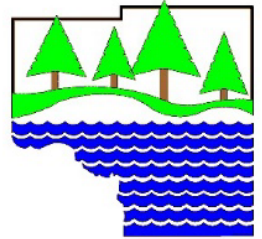
ATTEST



Casey Venema
Chair of the County Board



Brett Skyles
Clerk of the County Board



MEETING INFORMATION SHEET
May 13, 2025

PULL:

1. Item #6.2 (Legislative Conference Call)

ADDITIONS: None

CHANGES: None

INFORMATIONAL:

1. Item #6.7 (Crisis Response Team Annual Report) -Additional information attached.



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, May 6, 2025

2:30 PM

Itasca County Boardroom

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	Absent	
Terry Snyder	District #2	Present	2:30 PM
John Johnson	District #3	Present	2:30 PM
Larry Hopkins	District #4	Present	2:30 PM
Casey Venema	District #5	Present	2:30 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Pull Item #6.2 (Legislative Conference Call and Item #6.3 (Data Request Policy) and approve the agenda, as amended.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Larry Hopkins
AYES:	Terry Snyder, John Johnson, Larry Hopkins, Casey Venema
ABSENT:	Cory Smith

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, April 22, 2025, County Board Regular Session.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Terry Snyder, John Johnson, Larry Hopkins, Casey Venema
ABSENT:	Cory Smith

1. Approve the minutes of the Tuesday, 4/22/2025 Itasca County Regular Session.

V. CONSENT AGENDA

Motion To: Add additional information to Item #6.7 (New ATV Trail Proposal: Deer River – Cohasset Connection ATV Trail) and approve the Consent Agenda, as amended.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Terry Snyder
AYES:	Terry Snyder, John Johnson, Larry Hopkins, Casey Venema
ABSENT:	Cory Smith

1. Approve Non-Criminal Justice Agency Background Checks Joint Powers Agreement with the Bureau of Criminal Apprehension and authorize necessary signatures.
2. Approve Phase 2 - Part 1 IRC Door FOB Security Access System Contracts.
3. Authorize signature on proposal from Burns & McDonnell for C&D Management Plan.
4. Approve the Cooperative Forest Road Agreement 25-RO-11090300-009 between Itasca County and the Chippewa National Forest and authorize signatures on the agreement.
5. Authorize the Board Chair to sign a letter of support for the Spongy Moth treatments proposed in Itasca County.

VI. REGULAR AGENDA

1. Citizen Input
Benjamin Franklin sent citizen input form to be read on his behalf Re: Data Request Policy.
RESULT: INFORMATIONAL - NO ACTION TAKEN
2. Legislative Conference Call
A Legislative Conference Call was provided by Lobbyist Shane Zahrt.
RESULT: INFORMATIONAL - NO ACTION TAKEN
4. Itasca County Strategic Plan for Economic Development
Commissioner John Johnson provided information on an Itasca County Strategic Plan for Economic Development.
RESULT: INFORMATIONAL - NO ACTION TAKEN
5. Commissioner Warrants
Motion To: Approve Commissioner Warrants with a check date of May 7, 2025, in the amount of \$687,289.14.
RESULT: APPROVED (4 TO 0)
MOVER: Commissioner Terry Snyder
SECONDER: Commissioner John Johnson
AYES: Terry Snyder, John Johnson, Larry Hopkins, Casey Venema
ABSENT: Cory Smith
6. Sale of Road & Bridge Equipment And Use of Unallocated Funds For Equipment Purchase
Motion To: Approve the disposition of obsolete Road & Bridge equipment through Hansen Auction Group in Princeton, MN June 10-16, approve unallocated funds from equipment sales above and beyond the budgeted \$160,000 for 05-330-5920 Equipment Sales for use in purchasing equipment, and approve the unallocated FEMA funds received in 2025 for 2024 storm damages in the amount of \$79,080.35 for use in purchasing equipment.
RESULT: APPROVED (4 TO 0)
MOVER: Commissioner John Johnson
SECONDER: Commissioner Larry Hopkins
AYES: Terry Snyder, John Johnson, Larry Hopkins, Casey Venema
ABSENT: Cory Smith
7. New ATV Trail proposal from Deer River – Cohasset Connection ATV Trail
Motion To: Approve scheduling a Public meeting for May 22, 2025, at Deer River High School Commons Room at 6:00 p.m.
RESULT: APPROVED (4 TO 0)
MOVER: Commissioner Terry Snyder
SECONDER: Commissioner John Johnson
AYES: Terry Snyder, John Johnson, Larry Hopkins, Casey Venema
ABSENT: Cory Smith

8. National Police Week, which recognizes National Police Week (May 12, 2025-May 18, 2025) & Peace Officers Memorial Day (May 15, 2025) in Itasca County

Motion To: Adopt the Resolution Re: National Police Week, which recognizes National Police Week (May 12, 2025 – May 18, 2025) & Peace Officers Memorial Day (May 15, 2025) in Itasca County.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Larry Hopkins
AYES:	Terry Snyder, John Johnson, Larry Hopkins, Casey Venema
ABSENT:	Cory Smith

9. Oracle Records Management System Transition

Motion To: Approve the Public Sector Agreement for Oracle Cloud Services Agreement and authorize necessary signatures.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Terry Snyder
AYES:	Terry Snyder, John Johnson, Larry Hopkins, Casey Venema
ABSENT:	Cory Smith

10. ISA Transmission Project Presentation

MN Power Senior Environmental Compliance Specialist Zach Golkowsky gave a presentation on a new ISA Transmission project.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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VII. ADMINISTRATOR UPDATE

County Administrator Brett Skyles provided an Administrator Update, including encouraging everyone to contact their Legislator regarding the Governor's proposed budget cuts that will affect Itasca County and its residents if approved.

VIII. COMMITTEE REPORTS

Commissioner Hopkins reported on attending a Grand Village meeting and meeting with IEDC personnel.

Commissioner Johnson reported on attending a City of Grand Rapids meeting and Coleraine City Council meeting.

Commissioner Snyder reported on attending an Arbo Township meeting, Grand Village meeting, Bigfork River Board meeting, dedication for Edg3e of Performing Arts, DNR check-in, Mesabi Metallica meeting, and an IEDC/ Mesabi Metallica meeting with the Governor's Staff.

IX. COMMISSIONER COMMENTS

Commissioner Hopkins provided comment regarding his learning experience thus far.

X. CLOSED SESSIONS

XI. ADJOURN

Chair Venema adjourned the meeting at 3:25 PM.

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, May 13, 2025

REQUEST FOR BOARD ACTION: RBA-2025-404

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Ryan Sutherland

AGENDA ITEM:

Award Contract 60815 Bituminous Paving Projects

BOARD ACTION REQUESTED:

Award Contract 60815 Bituminous Paving Projects to the lowest responsible bidder, Hawkinson Construction, in the amount of \$2,842,756.32 and authorize the required signatures on the contract documents.

BACKGROUND:

Bids were received and opened on May 6, 2025.

Contract 60815 includes:

CSAH 8 SAP 031-608-015 Bituminous Mill & Overlay

CSAH 59 SAP 031-659-005 Bituminous Mill & Overlay

CSAH 61 SAP 031-661-013 Bituminous Mill & Overlay

Engineer's Estimate:	\$3,799,104.80
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Hawkinson Construction	\$2,842,756.32
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KGM Contractors, Inc	\$2,929,318.00
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Ulland Brothers	\$3,427,857.19
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COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION: None

RESULT:

APPROVED (5 TO 0)

MOVER:

Commissioner Terry Snyder

SECONDER:

Commissioner Cory Smith

AYES:

Cory Smith, Terry Snyder, John Johnson, Larry Hopkins, Casey Venema



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 13, 2025

REQUEST FOR BOARD ACTION: RBA-2025-408

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Kory Cease

AGENDA ITEM:

Schwartz Holman Short-Term Lease of Tax-Forfeited Trust Land

BOARD ACTION REQUESTED:

Approve Holman short-term lease of tax-forfeited trust land to William J. Schwartz and Sons, Inc. in section 27, T56N-R24W, and authorize necessary signatures.

BACKGROUND:

The purpose of this short-term lease with William J. Schwartz and Sons is to allow them to stockpile overburden on tax-forfeited trust lands from their adjacent gravel operations.

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION:

1. Schwartz Holman_Short Term Lease_2025

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

Schwartz-Holman Short Term Lease ***(Tax-forfeited Lands)***

This Lease Agreement ("Agreement") is made effective this 13th day of May, 2025, (the "Effective Date") by and between the State of Minnesota in trust for the taxing districts ("Landlord"); and William J. Schwartz & Sons, Inc. ("Tenant"). 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 provisions of Minnesota Statutes Section § 282.04, Subd. 1(d), which states that, as directed by the county board, the county auditor may lease tax-forfeited land to individuals, corporations or organized subdivisions of the state at public or private sale, and at the prices and under the terms as the county board may prescribe, for use as cottage and camp sites and for agricultural purposes and for the purpose of taking and removing of hay, stumpage, sand, gravel, clay, rock, marl, and black dirt from the land, and for garden sites and other temporary uses provided that no leases shall be for a period to exceed twenty five (25) years.

2. **Premises.** The Landlord in consideration of the terms, conditions and agreements contained herein, and the payment of the Lease Fee to be paid by Tenant, 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:

That part lying east of the Itasca County Utility Easement, as amended dated January 30, 2012 and recorded February 6, 2013 as document #58460 in the Office of the Registrar of Title and recorded February 6, 2013 as document #672671 in the Office of the County Recorder, in the W1/2 of the NENE, Section 27, Township 56 N., Range 24 W. (PID# 97-027-1102); approximately 7 acres, more or less.

See Exhibit A Map

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 shall indemnify and hold Landlord harmless from any and all claims for damages against Landlord by third parties as a result of this Agreement.

3. **Purpose.** This Agreement is granted to provide Tenant with a surface lease solely for stockpiling overburden from sand & gravel operations on tenant's adjacent property. This

lease does not authorize extraction of earthen materials or sand and gravel mining on Premises. All activities under this lease shall be conducted in such manner as is usual and customary in skillful and proper sand and gravel processing operations of similar character when conducted by the proprietors on their own land and in such manner as not to cause any unnecessary or unusual permanent injury to such lands. Tenant's use of the Premises shall be supported by all permits required by law, and Tenant shall not operate in violation of any such permits.

Additional restrictions or requirements on the use of the Premises are as follows:

- a. **Overburden Stockpiles:** Stockpiles shall be kept and maintained in a neat and orderly manner, and stockpile slopes shall be maintained at a 3:1 ratio or less. Permitted stockpiling activities shall be consistent with current regulations and reclamation standards with permitting for Tenant's sand and gravel operations. Tenant is responsible for stockpile maintenance, revegetation and stabilization of slopes. Tenant is responsible for maintenance of stockpile slopes in a manner that water drainage does not result in adverse effects or ponding on Premises or adjacent properties. Exposed bare ground surfaces must be mulched and seeded within sixty (60) days with local pasture seed mix. Termination of this Agreement does not relieve Tenant of compliance with the above requirements. All temporary stockpiles shall be removed from the Premises on or before the termination of this Agreement. Any stockpiles remaining on Premises upon termination of this Agreement shall become the property of the Landlord.

4. **Term.** The initial term (the "Term") of this Agreement shall commence on the date set forth above and shall end at 12:00 A.M. five (5) years from the Effective Date set forth above. This Agreement is subject to cancellation or termination pursuant to the provisions herein.

5. **Rent.** Tenant shall pay to Landlord annual rent at the rate of 9% of land value. Rent shall be prorated upon lands where Landlord's ownership is fractional based upon Landlord's percentage of fractional surface ownership. The present land value is \$1,800.00 per acre. Receipt of payment is acknowledged by the proper execution of this Agreement.

Rent must be prepaid for the first three (3) years of the Agreement and prepaid annually thereafter. Annual rent payments in years four (4) and five (5) of the Agreement are due on or before January 1 of each year.

The Landlord may assess penalties and interest as provided for by law or in this Agreement on any payments over thirty (30) days past due, rent payments over sixty (60) days past due will be deemed delinquent.

6. **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.

7. **Maintenance.** Tenant 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 mining practices. Tenant shall comply with all laws affecting the Premises, including local ordinances and state regulations.

8. **Cancellation.** This Agreement may be terminated at any time by mutual written agreement by both parties. This lease may be terminated by ninety days advance written notice by Tenant provided Tenant is in compliance with all other terms and conditions of this Lease Agreement. The Landlord has the right to cancel this lease for nonpayment of rent or other violation of the terms and conditions of this Lease. Tenant shall have 30 days after receipt of written notice specifying such default to cure such default. Termination of this lease does not relieve the Tenant from any liability for payment or other liability incurred under this Lease.

This lease may be cancelled by the Landlord if the Tenant has failed to secure any necessary governmental permits and approvals which are necessary for the permitted activities upon the premises leased herein.

9. **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 the Tenant fails to surrender the Premises on the termination of this Agreement, the Landlord may obtain a court order as permitted by law to eject or remove the Tenant from the Premises and Tenant shall indemnify the Landlord for all expenses incurred by the Landlord.

In addition, Tenant shall remove all of Tenant's personal property (excluding stockpiled materials), at Tenant's expense, from the Premises within ninety (90) days after the termination date. Any personal property remaining shall be considered abandoned and shall be disposed of by the Landlord according to law. If Tenant fails to clean up the property to landlord's satisfaction, the Landlord will clean up the property and charge the expense to the Tenant. If this Agreement is terminated prior to its Termination Date, the Tenant shall not be relieved of any obligation incurred prior to termination.

Tenant shall pay to the Landlord a sum equal to the monthly rent plus fifty (50) percent of the monthly rent for each month that Tenant holds the Premises after termination of this Agreement without authorization by Landlord. This sum shall be liquidated damages for the wrongful holding over. Tenant acquires no additional rights by holding the Premises after termination and shall be subject to legal action for removal.

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 thirty (30) 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. 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, mortgaged, pledged, encumbered or otherwise transferred by the Tenant, or its successors in interest, without the written consent of the Landlord. 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. 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 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.

Landlord reserves the right to sell and dispose of, under the provisions of law now or hereinafter governing the sale of timber on State tax-forfeited lands, all the timber upon the land hereby leased, and reserves to the purchaser of such timber, or agents and servants of the purchaser, the right at all times to enter thereon, and to cut and remove any and all such timber therefrom, according to the terms of the purchaser's contract with the Landlord, and without let or hindrance from the Tenant, but such purchaser shall not unnecessarily or materially interfere with the operations carried on thereon. Landlord's agreement with the purchaser of the timber shall provide that the purchaser of the timber will agree to assume entire responsibility and liability for all damages and injury to all persons and Premises whether caused by the purchaser, the purchaser's officers, agents or employees, arising from activities undertaken based on the timber permit or the purchaser's use or occupancy of the premises covered by the timber permit.

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 let or hindrance from the Tenant, but such leases, permits, licenses, or easements shall not materially interfere with the mining operations or auxiliary mining activities carried on thereon, nor cause Tenant to be in default of a condition or term of the governmental permits procured by Tenant to conduct its mining operations or auxiliary mining activities. Tenant agrees to cooperate and use best efforts to resolve any potential conflicts that may arise due to the granting of other leases, permits, licenses or easements. The Landlord and the State of Minnesota will retain the authority to determine whether such other leases, permits, licenses or easements cause a material interference with Tenants activities authorized under this Agreement. 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. **Tenant to Acquire Necessary Rights to Surface Not Owned by State.** It is understood and agreed that in case any interest in the land covered by this Agreement or in any minerals or iron-bearing materials therein is owned by anyone other than the State, this

Agreement shall not be construed as authorizing any invasion of or trespass upon such other interest, that in case it shall be necessary to make use of any such other interest in connection with any operations hereunder, Tenant shall obtain all necessary legal rights therefor before proceeding therewith, that Tenant shall be liable for all damages to any such other interest caused by any operations hereunder, and that the Landlord and the State shall not incur or be subject to any liability therefor.

14. **Wetlands Construction.** In the event Tenant wishes to create wetlands on the Premises, prior to the creation of any wetlands Tenant will provide its wetlands construction plan to the Landlord for review and approval in writing by the County Land Commissioner. Such plan shall include the acreages and locations of wetlands to be created. Prior to creation of any wetlands on the Premises, a separate agreement ("Wetlands Agreement") between Tenant and the Landlord will be necessary to address outstanding issues involving the state-owned lands and tailings and the created wetlands, such as compensation to the State for state-owned lands and tailings in the wetlands.

In the absence of such an agreement, Tenant shall not have any ownership interest in or entitled to any compensation for wetland creation or utilization in any form as wetlands. Landlord shall be entitled to the use of any created wetlands on the Premises for wetland mitigation as permitted by law.

15. **Road construction and maintenance.** Landlord shall not, by virtue of this Agreement, be responsible for the construction or maintenance of any road to this site.

16. **Taxes.** Tenant shall pay, when due, all taxes assessed against or levied upon the Premises or upon the fixtures, improvements, furnishings, equipment and other personal property of the Tenant located on the Premises during the term of this Agreement.

17. **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.

18. **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.

19. **Wildfires.** Tenant shall take all reasonable precautions to prevent and suppress wildfires on Premises.

20. **Noxious Weeds.** Tenant is responsible for, at their expense, prevention and treatment of noxious weeds from entering or spreading on Premises resulting from any activities authorized in this Agreement. Tenant must request and obtain written permission to apply herbicides or pesticides to Premises from Landlord prior to application or treatment.

21. **Tenant's Insurance.**

A. TENANT agrees to defend, indemnify and hold harmless ITASCA 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

TENANT, 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 TENANT to perform fully, in any respect, all obligations under this contract.

B. TENANT 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 Contractor is based outside the State of Minnesota, coverage must apply to Minnesota laws

d. Employer's Liability

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

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

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

TENANT 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 ITASCA

COUNTY to the attention of Itasca County Land Department, c/o Land Commissioner, 1177 La Prairie Avenue, Grand Rapids, MN 55744. The Certificate shall:

1. List ITASCA COUNTY as Certificate holder and as 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. TENANT also agrees that any contract let by TENANT for the performance of the work on the Site as provided herein shall include clauses that will: (1) require the Contractor to defend, indemnify and hold harmless ITASCA 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 Contractor, its subcontractors, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable for; (2) require the Contractor 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 Contractor 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 TENANT'S Subcontractor(s) to purchase additional insurance that may be necessary for the project.

D. **TENANT further agrees the minimum requirements set forth above shall at all times be in an amount at least equal to the maximum liability of ITASCA 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 Landlord reserves the right to terminate, suspend or rescind this Agreement if the TENANT is not in compliance with the requirements contained herein and retains all its rights thereafter to pursue any legal remedies against TENANT. All insurance policies shall be open to inspection by the Landlord upon written request.

22. **Liability.** This Agreement shall not be construed as imposing any liability on the Landlord for injury or damage to the person or property of the Tenant, 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 incumbrance now in effect, unless such injury or damage results from the gross negligence or intentional acts of Landlord, or from a Landlord breach of this Agreement. The Tenant shall indemnify and hold harmless the Landlord from all claims arising after the Effective Date out of the use of the Premises (excepting claims resulting from the gross negligence or intentional acts of Landlord, or from a Landlord breach of this Agreement) whether such claims are asserted by civil action or otherwise.

23. **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.

24. **Utilities.** Landlord shall have no responsibility, by virtue of this Agreement, to provide Tenant with any utility service to the Premises. Tenant may obtain and procure such utilities at its expense as may be necessary to serve the Premises. In the event a public body or other third party extends utilities to the Premises, the cost of such extension and utilities shall be borne by Tenant. Installation of utilities on the Premises will require the prior written consent of the Landlord and is subject to a separate utility license and fee for crossing state in trust-owned property.

25. **Legal Obligations.** Tenant agrees, at its expense, to comply with all state and federal laws, ordinances, orders, and regulations affecting Tenant's use of the Premises.

26. **Hazardous Materials.** Tenant shall not, in its 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 complies with all statutes, rules and regulations regarding the use and storage of such material or fluids and restricts their use to identified portions of the Premises.

27. **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. If any such lien shall at any time be filed and shall be the result of Tenant's failure to pay a Tenant obligation, Tenant shall indemnify and hold Landlord harmless from such lien. This clause shall not apply to liens existing on the Premises prior to the Effective Date.

28. **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, 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.

29. **Recovery of Expenses.** If it is necessary for the Landlord to incur expenses by court action or otherwise for the ejectment of Tenant, or the removal from the Premises of the Tenant's personal property, or recovery of rent, or for any other remedy of the Landlord under this Agreement, and the Landlord prevails in the court action or otherwise, then the Tenant shall pay to the Landlord all expenses, including attorney's fees, thus incurred by the Landlord.

30. **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.

31. **No Use of Government Funding.** Tenant agrees it will not use any state, federal, or other governmental grant, loan, or other funding to make any payments required under this Agreement or for any construction, maintenance or improvements to the Premises.

32. **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.

33. **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.

34. **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

Willaim J. Schwartz and Sons, Inc.
34882 Scenic Highway 7
Bovey, MN 55709

36. **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.

IN TESTIMONY WHEREOF, the parties have hereunto set their hands and seals on the 13th day of May, 2025.

Signature of Authorized Representative

Printed Name

Title or Authority

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____ by
_____ as _____
of _____.

Notary Seal

Notary

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
_____, 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
_____, as Land Commissioner on behalf of Itasca County, a public
body corporate of the State of Minnesota.

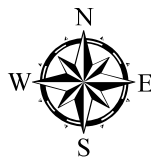
Notary Public

(Seal)

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

The map displays several land parcels. A large parcel in the upper center is labeled "William J. Schwartz & Sons, Inc.". To its left, a smaller parcel is labeled "Tax Forfeit" and is shaded with diagonal lines. A callout box points to this area with the text "Powerline & Road". To the right of the "Tax Forfeit" area, another callout box points to a specific section with the text "Lease Area +/- 7 acres". The parcel below the "Tax Forfeit" area is also labeled "William J. Schwartz & Sons, Inc.". In the top left corner, a road is labeled "United States Highway 169". The map includes various boundary lines, including a prominent yellow line running horizontally across the middle and another yellow line running vertically on the right side. A cyan line represents a water body on the right side of the map.

 Parcel Layer



0 125 250 500 Feet



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 13, 2025

REQUEST FOR BOARD ACTION: RBA-2025-144

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

05/13/2025

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, May 13, 2025

REQUEST FOR BOARD ACTION: RBA-2025-338

DEPARTMENT: Administrative Services

TIME REQUESTED: 15 Minutes

PRESENTER: Itasca County Delegation

AGENDA ITEM:

Legislative Conference Call

BOARD ACTION REQUESTED:

Hold a Legislative Conference Call with Itasca County Delegation.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

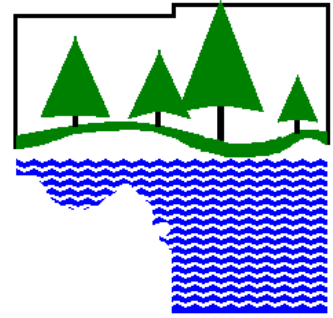
1. 2025 Legislative Priorities FINAL

05/13/2025

RESULT:	PULLED FROM AGENDA
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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, May 13, 2025

REQUEST FOR BOARD ACTION: RBA-2025-184

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.

Congratulations to Becky Sutherland, who transferred from Human Services Support Specialist in the Health and Human Services Department to HRIS Assistant in the Human Resources Department, effective April 27, 2025.

Congratulations to Lisa Dobson, who transferred from Eligibility Specialist to Child Support Officer in the Health and Human Services Department, effective April 27, 2025.

Congratulations to Carissa Nelson, who was promoted from Assessor/Appraiser II to Assistant County Assessor in the Assessor's Office, effective April 27, 2025.

Welcome to new employee, Kenneth Schofield, Probation Officer-Senior in the Probation Department, effective April 28, 2025.

Welcome to new employee Elizabeth Lopez, Corrections Deputy in the Sheriff's Department, effective May 12, 2025.

Welcome to new employee, Jesse Ferweeda, Highway Maintenance Worker in the Transportation Department, effective May 12, 2025.

Congratulations to Jorgan Harshbarger who is transferring from Corrections Deputy to Deputy Sheriff/Road Deputy in the Sheriff Department, effective May 12, 2025.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

05/13/2025

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, May 13, 2025

REQUEST FOR BOARD ACTION: RBA-2025-394

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Data Request Policy

BOARD ACTION REQUESTED:

Receive information on the Data Request Policy.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Data Practices

05/13/2025

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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ITASCA COUNTY

PUBLIC ACCESS TO GOVERNMENT DATA

&

RIGHTS OF SUBJECTS OF GOVERNMENT DATA

(Amended: 9/28/1999; 6/25/2002; 8/13/2002; 11/25/2003; 11/23/2010; 02/04/2016;
04/15/2016; 9/2/2016; 9/22/2017; 3/20/2018; 3/7/2019; 5/31/2023; 8/6/2024)

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Data Practice Contacts

ITASCA COUNTY
123 N.E. 4th Street
Grand Rapids, MN 55744

Responsible Authority (RA) for other than Elected Offices:

Administrative Services Office
County Administrator Brett Skyles
Brett.Skyles@co.itasca.mn.us
(218) 327.7363; fax (218) 327.2848

Data Practices Compliance Official (DPCO):

Administrative Services Office
County Administrator Brett Skyles
Brett.Skyles@co.itasca.mn.us
(218) 327.7363; fax (218) 327.2848

Responsible Authority (RA) for Elected Offices:

Attorney's Office – Jacob Fauchald
(218) 327.2867; fax (218) 327.0605
Jacob.Fauchald@co.itasca.mn.us

Auditor/Treasurer Department – Austin Rohling
(218) 327.2859; fax (218) 327.7426
Austin.Rohling@co.itasca.mn.us

Recorder's Department – Nicolle Zuehlke
(218) 327.2856; fax (218) 327.0689
Nicolle.Zuehlke@co.itasca.mn.us

Sheriff's Department – Joseph Dasovich
(218) 327.7476; fax (218) 326.4663
joe.dasovich@co.itasca.mn.us

Data Practices Designee's by Department:

(per 12/3/08 RA correspondence following 11/25/08 Board action)

Assessor Department – Amber Peratalo
(218) 327.7467; fax (218) 327.7343
Amber.Peratalo@co.itasca.mn.us

Environmental Services Department –
Katie Benes
(218) 327.2857; fax (218) 327.7331
Katie.Benes@co.itasca.mn.us

Health & Human Services Department –
Eric Villeneuve
(218) 327.2941; fax (218) 327.5547
Eric.Villeneuve@co.itasca.mn.us

Land Department – Kory Cease
(218) 327.2855; fax (218) 327.4160
Kory.Cease@co.itasca.mn.us

Mapping & Surveying Department –
Guy Carlson
(218) 327.2854; fax (218) 327.2848
Guy.Carlson@co.itasca.mn.us

Transportation Department – Karin Grandia
(218) 327.2853; fax (218) 327.0688
Karin.Grandia@co.itasca.mn.us

Veterans Office – John Prepodnik
(218) 327.2858; fax (218) 327.2848
John.Prepodnik@co.itasca.mn.us

Access to Government Data by Members of the Public

Right to Access Public Data

The Data Practices Act (Minnesota Statutes, Chapter 13) presumes that all government data are public unless a state or federal law says the data are not public. Government data is a term that means all recorded information a government entity has, including paper, email, CD-ROMs, photographs, etc.

The Data Practices Act also provides that Itasca County must keep all government data in a way that makes it easy for you, as a member of the public, to access public data. You have the right to look at (inspect), free of charge, all public data that we keep. You also have the right to get copies of public data. The Data Practices Act allows us to charge for copies. You have the right to look at data, free of charge, before deciding to request copies.

How to Make a Data Request

To look at data or request copies of data that Itasca County keeps, Itasca County asks that you make your request utilizing the County's data practices link:

https://itascacountymn.govqa.us/WEBAPP/_rs/

If special accommodations are needed for a data request, please call the Administrative Services Department at (218) 327.7363.

Itasca County cannot require you, as a member of the public, to identify yourself or explain the reason for your data request. However, depending on how you want us to process your request (if, for example, you want us to mail you copies of data), we may need some information about you. If you choose not to give us any identifying information, we will provide you with contact information so you may check on the status of your request. In addition, please keep in mind that if we do not understand your request and have no way to contact you, we will not be able to begin processing your request.

How We Respond to a Data Request

Upon receiving your request, we will work to process it.

- If we do not have the data, we will notify you as soon as reasonably possible.
- If we have the data, but the data are not public, we will notify you as soon as reasonably possible and state which specific law says the data are not public.
- If we have the data, and the data are public, we will respond to your request appropriately and promptly, within a reasonable amount of time by doing one of the following:
 - arrange a date, time, and place to inspect data, for free, if your request is to look at the data, or
 - provide you with copies of the data as soon as reasonably possible. You may choose to pick up your copies, or we will mail or fax them to you. If you want us to send you the copies, you will need to provide us with an address or fax number. We will provide electronic copies (such as email or CD-ROM) upon request if we keep the

data in electronic format. Information about copy charges is on page 4. We also will arrange for you to pre-pay for the copies as necessary.

If you do not understand some of the data (technical terminology, abbreviations, or acronyms), please let us know. We will give you an explanation if you ask.

The Data Practices Act does not require us to create or collect new data in response to a data request if we do not already have the data, or to provide data in a specific form or arrangement if we do not keep the data in that form or arrangement. (For example, if the data you request are on paper only, we are not required to create electronic documents to respond to your request.) If we agree to create data in response to your request, we will work with you on the details of your request, including cost and response time.

In addition, the Data Practices Act does not require us to answer questions that are not requests for data.

Requests for Summary Data

Summary data are statistical records or reports that are prepared by removing all identifiers from private or confidential data on individuals. The preparation of summary data is not a means to gain access to private or confidential data. Itasca County will prepare summary data if you make your request in writing and pre-pay/pay for the cost of creating the data. Upon receiving your written request – you may use the data request form on 8 – we will respond within ten business days with the data or details of when the data will be ready and how much we will charge.

Fees for Providing Copies of Public Data

Itasca County charges members of the public for copies of government data. These charges are authorized under Minnesota Statutes, section 13.03, subdivision 3(c).

You must pay for the copies before we will give them to you

For 100 or Fewer Paper Copies – 25 Cents Per Page

100 or fewer pages of black and white, letter or legal size paper copies cost 25¢ for a one-sided copy, or 50¢ for a two-sided copy.

Most Other Types of Copies – Actual Cost

The charge for most other types of copies, when a charge is not set by statute or rule, is the actual cost of searching for and retrieving the data, and making the copies or electronically transmitting the data (e.g. sending the data by email).

In determining the actual cost of making copies, we factor in employee time, the cost of the materials onto which we are copying the data (paper, CD, DVD, etc.), and mailing costs (if any). If your request is for copies of data that we cannot reproduce ourselves, such as photographs, we will charge you the actual cost we must pay an outside vendor for the copies.

The cost of employee time to search for data, retrieve data, and make copies is \$20.53 per hour. If, because of the subject matter of your request, we find it necessary for a higher-paid employee to search for and retrieve the data, we will calculate the search and retrieval portion of the copy charge at the higher salary/wage.

Copy Charges Set by Statute or Rule

None.

The Rights of Subjects of Government Data

Data about You

The Data Practices Act (Minnesota Statutes, Chapter 13) says that data subjects have certain rights related to a government entity collecting, creating, and keeping government data about them. You are the subject of data when you can be identified from the data. Government data is a term that means all recorded information a government entity has, including paper, email, CD-ROMs, photographs, etc.

Classification of Data about You

The Data Practices Act presumes that all government data are public unless a state or federal law says that the data are not public. Data about you are classified by state law as public, private, or confidential. See below for some examples.

Public data: We must give public data to anyone who asks; it does not matter who is asking for the data or why. The following is an example of public data about you: if you are an employee of a government entity, the fact that you work for the entity, and your job title and bargaining unit is public.

Private data: We cannot give private data to the general public, but you have access when the data are about you. The following is an example of private data about you: your Social Security number. We can share your private data with you, with someone who has your permission, with Itasca County staff who need the data to do their work, and as permitted by law or court order.

Confidential data: Confidential data have the most protection. Neither the public nor you can get access even when the confidential data are about you. The following is an example of confidential data about you: if you register a complaint with a government entity concerning violations of state laws or local ordinances concerning the use of real property, your identity is confidential. We can share confidential data about you with Itasca County staff who need the data to do their work and to others as permitted by law or court order. We cannot give you access to confidential data.

Your Rights under the Data Practices Act

Itasca County must keep all government data in a way that makes it easy for you to access data about you. Also, we can collect and keep only those data about you that we need for administering and managing programs that are permitted by law. As a data subject, you have the following rights.

Your Access to Your Data: You have the right to look at (inspect), free of charge, public and private data that we keep about you. You also have the right to get copies of public and private data about you. The Data Practices Act allows us to charge for copies. You have the right to look at data, free of charge, before deciding to request copies.

Also, if you ask, we will tell you whether we keep data about you and whether the data are public, private, or confidential.

As a parent, you have the right to look at and get copies of public and private data about your minor children (under the age of 18). As a legally appointed guardian, you have the right to look at and get copies of public and private data about an individual for whom you are appointed guardian.

Minors have the right to ask Itasca County not to give data about them to their parent or guardian. If you are a minor, we will tell you that you have this right. We may ask you to put your request in writing and to include the reasons that we should deny your parents access to the data. We will make the final decision about your request based on your best interests. Note: Minors do not have this right if the data in question are educational data maintained by an educational agency or institution.

When We Collect Data from You: When we ask you to provide data about yourself that are not public, we must give you a notice. The notice is sometimes called a Tennesen warning. The notice controls what we do with the data that we collect from you. Usually, we can use and release the data only in the ways described in the notice.

We will ask for your written permission if we need to use or release private data about you in a different way, or if you ask us to release the data to another person. This permission is called informed consent. If you want us to release data to another person, you must use the consent form we provide.

Protecting your Data: The Data Practices Act requires us to protect your data. We have established appropriate safeguards to ensure that your data are safe. [Applies only to state agencies: In the unfortunate event that we determine a security breach has occurred and an unauthorized person has gained access to your data, we will notify you as required by law.]

When your Data are Inaccurate and/or Incomplete: You have the right to challenge the accuracy and/or completeness of public and private data about you. You also have the right to appeal our decision. If you are a minor, your parent or guardian has the right to challenge data about you.

How to Make a Request for Your Data

To look at data, or request copies of data that Itasca County keeps about you, your minor children, or an individual for whom you have been appointed legal guardian, Itasca County asks that you make your request utilizing the County's data practices link:

https://itascacountymn.govqa.us/WEBAPP/_rs/

If special accommodations are needed for a data request, please call the Administrative Services Department at (218) 327.7363.

Itasca County requires proof of your identity before we can respond to your request for data. If you are requesting data about your minor child, you must show proof that you are the minor's parent. If you are a guardian, you must show legal documentation of your guardianship. Please see the Standards for Verifying Identity document located on page 10.

How We Respond to a Data Request

Once you make your request, we will work to process your request. If it is not clear what data you are requesting, we will ask you for clarification.

- If we do not have the data, we will notify you within 10 business days.
- If we have the data, but the data are confidential or private data that are not about you, we will notify you within 10 business days and state which specific law says you cannot access the data.
- If we have the data, and the data are public or private data about you, we will respond to your request within 10 business days, by doing one of the following:
 - arrange a date, time, and place to inspect data, for free, if your request is to look at the data, or
 - provide you with copies of the data within 10 business days. You may choose to pick up your copies, or we will mail or fax them to you. We will provide electronic copies (such as email or CD-ROM) upon request if we keep the data in electronic format. Information about copy charges is on page 9. We also will arrange for you to pre-pay for the copies as necessary.

After we have provided you with access to data about you, we do not have to show you the data again for 6 months unless there is a dispute or we collect or create new data about you.

If you do not understand some of the data (technical terminology, abbreviations, or acronyms), please let us know. We will give you an explanation if you ask.

The Data Practices Act does not require us to create or collect new data in response to a data request if we do not already have the data, or to provide data in a specific form or arrangement if we do not keep the data in that form or arrangement. (For example, if the data you request are on paper only, we are not required to create electronic documents to respond to your request.) If we agree to create data in response to your request, we will work with you on the details of your request, including cost and response time.

In addition, we are not required under the Data Practices Act to respond to questions that are not requests for data.

Fees for Providing Copies of Data About You

Itasca County charges data subjects for copies of government data. These charges are authorized under section 13.04, subdivision 3.

You must pay for the copies before we will give them to you.

We charge for copies when the cost is over \$10.00.

Actual Cost of Making the Copies

In determining the actual cost of making copies, we factor in employee time, the cost of the materials onto which we are copying the data (paper, CD, DVD, etc.), and mailing costs (if any). If your request is for copies of data that we cannot reproduce ourselves, such as photographs, we will charge you the actual cost we must pay an outside vendor for the copies.

The cost of employee time to make copies is \$20.53 per hour.

Copy Charges Set by Statute or Rule

None.

Definitions and Classifications of Data

THE MINNESOTA GOVERNMENT DATA PRACTICES ACT: DEFINITIONS AND CLASSIFICATIONS OF DATA

The Minnesota Government Data Practices Act (MGDPA) establishes a system of data classifications that define, in general terms, who is legally authorized to access government data. This classification system is constructed from the definitions provided in Minnesota Statutes section 13.02. See also Minnesota Rules part 1205.0200.

GOVERNMENT DATA

All data kept in any recorded form, regardless of physical form,
storage media, or conditions of use.

MS §13.02, SUBDIVISION 7

DATA ON INDIVIDUALS*	DATA ON DECEDENTS	DATA NOT ON INDIVIDUALS*
MS §13.02, SUBDIVISION 5	MS §13.10, SUBDIVISION 1	MS §13.02, SUBDIVISION 4
PUBLIC Accessible to anyone for any reason MS §13.02, SUBDIVISION 15	PUBLIC Accessible to anyone for any reason MS §13.02, SUBDIVISION 15	PUBLIC Accessible to anyone for any reason MS §13.02, SUBDIVISION 14
PRIVATE Accessible to the data subject; Not accessible to the public MS §13.02, SUBDIVISION 12	PRIVATE ** Accessible to the representative of the decedent; Not accessible to the public MS §13.10, SUBDIVISION 1B.	NONPUBLIC Accessible to the subject of the data, if any; Not accessible to the public MS §13.02, SUBDIVISION 9
CONFIDENTIAL Not accessible to the data subject; Not accessible to the public MS §13.02, SUBDIVISION 3	CONFIDENTIAL** Not accessible to the representative of the decedent; Not accessible to the public MS §13.10, SUBDIVISION 1A	PROTECTED NONPUBLIC Not accessible to the data subject; Not accessible to the public MS §13.02, SUBDIVISION 13

*Individual is defined at MS §13.02, subdivision 8. Individual means a living human being. It does not mean any type of entity created by law, such as a corporation.

** Private and confidential data on decedents become public data ten years after the death of the data subject and 0 years after the creation of the data.

Standards for Verifying Identity Itasca County

The following constitute proof of identity.

- An **adult individual** must provide a valid photo ID, such as
 - a state driver's license
 - a military ID
 - a passport
 - a Minnesota ID
 - a Minnesota tribal ID
- A **minor individual** must provide a valid photo ID, such as
 - a state driver's license
 - a military ID
 - a passport
 - a Minnesota ID
 - a Minnesota Tribal ID
 - a Minnesota school ID
- The **parent or guardian of a minor** must provide a valid photo ID *and either*
 - a certified copy of the minor's birth certificate *or*
 - a certified copy of documents that establish the parent or guardian's relationship to the child, such as
 - ❖ a court order relating to divorce, separation, custody, foster care
 - ❖ a foster care contract
 - ❖ an affidavit of parentage
- The **legal guardian for an individual** must provide a valid photo ID *and* a certified copy of appropriate documentation of formal or informal appointment as guardian, such as
 - court order(s)
 - valid power of attorney

Note: Individuals who do not exercise their data practices rights in person must provide *either* notarized or certified copies of the documents that are required *or* an affidavit of ID.

Timelines for Data Requests

1. Subject Data – within 10 days
2. Public Data – as soon as reasonably possible.

Weblinks

County Data Request Portal: https://itascacountymn.govqa.us/WEBAPP/_rs/

Minnesota Chapter 13: <https://www.revisor.mn.gov/statutes/?id=13>

Minnesota Rules 1205.0200: <https://www.revisor.mn.gov/rules/?id=1205.0200>

Records Retention Schedules: <http://www.mnhs.org/preserve/records/retentionsched.php>

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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 13, 2025

REQUEST FOR BOARD ACTION: RBA-2025-73

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 May 14, 2025, in the amount of \$2,340,918.52.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 13, 2025

REQUEST FOR BOARD ACTION: RBA-2025-407

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Sara Thompson

AGENDA ITEM:

Updated Keewatin Trail Runners ATV Trail Proposal

BOARD ACTION REQUESTED:

Receive information on the updated ATV Trail proposal from Keewatin to the Len Hardy ATV Trail presented by the Keewatin Trail Runners ATV Club, and schedule a public meeting for June 5th, 2025, at the Keewatin Community Center at 5:00 p.m

BACKGROUND:

The Keewatin Trail Runners are looking into a connection to the Len Hardy ATV Trail and Alborn Pengilly Railroad ATV Trail. The original proposal presented in Fall of 2022 was discontinued due to roadblocks. The updated proposal is west of Keewatin. The proposed trail is roughly 4.5 miles. This is the beginning stages of implementing our Itasca County OHV Development Policy and more information will be provided at the board meeting.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Keewatin Trail Runners Trail Proposal Overview

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



KEEWATIN

Keewatin Connection

T. 57 R. 22 Sec. 27

T. 57 R. 22 Sec. 26

T. 57 R. 22 Sec. 25

T. 57 R. 22 Sec. 34

T. 57 R. 22 Sec. 35

T. 57 R. 22 Sec. 36

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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 13, 2025

REQUEST FOR BOARD ACTION: RBA-2025-321

DEPARTMENT: Administrative Services

TIME REQUESTED: 15 Minutes

PRESENTER: Cre Larson

AGENDA ITEM:

Crisis Response Team Annual Report

BOARD ACTION REQUESTED:

Receive Crisis Response Team Annual Report.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

05/13/2025

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, May 13, 2025

REQUEST FOR BOARD ACTION: RBA-2025-405

DEPARTMENT: Administrative Services
PRESENTER: Brett Skyles, Shelley Kebart

TIME REQUESTED: 10 Minutes

AGENDA ITEM:
Commissioner Committee Assignments

BOARD ACTION REQUESTED:

1. Approve a blanket motion to reassign committees to Commissioner Hopkins, District #4, and remove those temporarily assigned.
2. Approve a motion to assign Commissioner District #4 to the committees noted on the attachment.

BACKGROUND:

During 2024, Commissioner District #4 Burl Ives passed away. Some of his committee appointments were taken over by Commissioners from the other districts on a temporary basis.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. District #4 Vacancies
2. District #4 temporarily reassigned

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

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

Committees/Commissions/Boards - Commissioner #4

Monday, January 13, 2025

Committee Or Office	Appointee	First Name	Last Name	District Requirement	Representative For	Term	Effective Date	Expiration Date
AMC District II Health & Human Services Policy Committee								
			Vacant			Indefinite, as long as elected	1 /1 /2025	Elected Term 12/31/2028 (Vacant)
Arrowhead Counties Association (ACA)								
	Alternate		Vacant			One-Year	1 /1 /2025	12/31/2025 (Vacant)
Association of Minnesota Counties (AMC)								
	Full Board		Vacant			One-Year	1 /1 /2025	12/31/2025 (Vacant)
Classification Committee - Ownership Management of Lands								
	Full Board		Vacant			Indefinite, as long as elected	1 /1 /2025	Elected Term 12/31/2028 (Vacant)
Mississippi Headwaters Board								
	2nd Alternate		Vacant			Two-Year	1 /1 /2025	12/31/2026 (Vacant)
Northeast Minnesota HOME Consortium Joint Powers Board								
	Alternate		Vacant			Indefinite, as long as elected	1 /1 /2025	Elected Term 12/31/2028 (Vacant)
Nursing Home Board								
	Full Board		Vacant			Eligible Term	1 /1 /2025	Eligible Term 12/31/2028 (Vacant)
Regional Railroad Authority								
	Full Board		Vacant			One-Year	1 /1 /2025	12/31/2025 (Vacant)
Risk Management Commission								
	Alternate		Vacant			Indefinite, as long as elected	1 /1 /2025	Elected Term 12/31/2028 (Vacant)

Committee Or Office	Appointee	First Name	Last Name	District Requirement	Representative For	Term	Effective Date	Expiration Date
Tri-County Community Health Board								
	Alternate		Vacant			Three-Year	1 /1 /2025	12/31/2028 (Vacant)
Wastewater Management District								
	Full Board		Vacant			Indefinite, as long as elected	1 /1 /2017	Elected Term 12/31/2028 (Vacant)

District #4 Committees temporarily reassigned

- 1. Finance Committee – Cory Smith**
- 2. Grand Rapids/Itasca County Cooperating Committee – Casey Venema**
- 3. Intergovernmental Affairs Committee – John Johnson**
- 4. NE MN Office Of Job Training – Terry Snyder**