ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, January 13, 2026 | 2:30 PM | Itasca County Boardroom

FINAL

REGULAR SESSION MINUTES

I. CALL TO ORDER

Chair Smith 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: Add additional information for Item #6.3(History of Unorganized Township Roads, add Item #6.6(Reconsider RBA#2025-734 Re: Bids for Legal Printing and approve the agenda, as amended.

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

1. Approve the minutes of the Tuesday, January 6, 2026 Itasca County Regular Session.
2. Approve the minutes of the Tuesday, January 6, 2026 Itasca County Special Session.

V. CONSENT AGENDA

Motion To: Add Item #5.5(State Airport Fund Grant Agreement #1061926), Item #5.6(State Airport Fund Grant Agreement #1091929), and Item #5.7(State Airport Fund Grand Agreement #1062079) and approve the Consent agenda, as amended.

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

1. Approve LG230 Application to Conduct Off-Site Gambling, as requested by Nashwauk Volunteer Firemen's Relief Association, for gambling event on two separate dates at MJ's Lodge & Resort located at 28179 East Shore Drive, Pengilly, MN 55775 on February 13, 2026 and March 28, 2026.
2. Approve the 2026 Itasca County Legislative Agreement with Flaherty and Hood.
3. Approve ICHHS to apply for a grant with MNDCYF for up to $250,000 to expand Junior Recovery Specialist program for youth in our county.
4. Adopt the Resolution Re: Authorizing Execution of a Limited Use Permit between Itasca County and the Commissioner of Transportation, State of Minnesota and authorize necessary signatures.
5. Approve the submission of the State Airport Fund Grant Agreement 9Y0-A3115-14 and necessary signatures.
6. Approve the submission of the State Airport Fund Grant Agreement 9Y0-A3115-15 and necessary signatures.
7. Approve the submission of the State Airport Fund Grant Agreement 9Y0-A3115-16 and necessary signatures.

VI. REGULAR AGENDA

1. RECOGNITION OF COUNTY EMPLOYEES

The County recognized the following employees:
Welcome to Thomas Oja, who began as an Attorney in the Attorneys Department effective January 5th, 2026.

Welcome to Rachel Rasmusson, who began as an Attorney in the Attorneys Department effective January 5th, 2026

Welcome to Hailey Anderson, who began as a Dispatcher in the Sheriffs Department, effective January 5th 2026.

Welcome Larissa Lawson, who began as Administrative Support in the Recorders Department, effective January 5th, 2026.

Congratulations to Lindsay Staydohar, who transferred from her position as medical support specialist to office support specialist in the Health and Human Services Department effective January 5th 2026.

Congratulations to Kenneth Lipscy, who transferred from his position as facility maintenance worker II to lead custodian in the facilities department, effective January 5th 2026.

Congratulations to Lisa Munger, who transferred from her position as a case aide to eligibility specialist in the health and human services department, effective January 4th 2026.

Farewell to Russel Montgomery, whose last day as a Highway Maintenance Sub-foreman in the transportation department was January 2, 2026, after 19 years of service.

Farewell to Brandi Hidde whose last day as a Social Worker in the Health and Human Services Department was January 2nd, 2026, after a year of service.

2. **COMMISSIONER WARRANTS**

Motion To: Approve Commissioner Warrants with a check date of January 14, 2026, in the amount of $214,109.20.

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

3. **HISTORY OF UNORGAINZED TOWNSHIP ROADS**

County Engineer Karin Grandia provided information on the history of Unorganized Township Roads.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

4. **LIVESTOCK PAVILLION AT ITASCA COUNTY FAIRGROUNDS**

It was the consensus of the County Board to have final specs and other information for the Livestock Pavilion obtained and brought back to the Board.

5. **NEW DNR NE REGIONAL DIRECTOR**

New DNR NE Regional Director, Clarissa Spicer, was here to introduce herself.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

6. **RECONSIDER RBA #2025-734 Re: BIDS FOR LEGAL PRINTING**

Motion To: Approve reconsidering the previously approved bid while allowing a two (2) week timeframe to review additional information and bringing that back to the Board on January 27, 2026.

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

VII. ADMINISTRATOR UPDATE

VIII. COMMITTEE REPORTS

Commissioner Venema reported on attending an Effie City Council meeting.

Commissioner Snyder reported on speaking with many constituents, attending a Township Association meeting, Northern Counties Coalition meeting, and a Special Session at Jessie Lake Township.

Commissioner Johnson reported on attending a Chamber Legion Luncheon and a Classification Committee meeting.

IX. COMMISSIONER COMMENTS

Commissioner Smith spoke about bring back "Coffee with Commissioners". There will be more information in the future on dates, times and places.

RECESS

Chair Smith recessed the meeting at 3:15 PM.

RECONVENE

Chair Smith reconvened the meeting at 3:20 PM, with all members present.

X. CLOSED SESSIONS

1. CLOSED SESSION RE: ATTORNEY-CLIENT PRIVILEGE

Motion To: Go into Closed Session per Minn. Stat. §§ 13D.05, Subd. 3(b) and 13D.05, Subd. 1(d), based upon Attorney Client Privilege, Minn. Stat. § 595.02, Subd. 1(b), to consult with its attorney in reference to attorney-client privilege information.

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

Others Present: County Administrator Brett Skyles, Deputy Clerk of the County Board Shelley Kebart, County Attorney Jake Fauchald and Litigation Attorney Jessica Schwei; virtually.

Motion To: Go into Open Session.

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

RESULT:	**INFORMATIONAL — NO ACTION TAKEN**

XI. ADJOURN

Chair Smith adjourned the meeting at 3:31 PM.

ATTEST

Cory Smith
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 13, 2026

RESOLUTION 2026-8

RE: AUTHORIZING EXECUTION OF LIMITED USE PERMIT BETWEEN

ITASCA COUNTY AND THE COMMISSIONER OF TRANSPORTATION, STATE OF MINNESOTA

WHEREAS, the Itasca County Land Department, in coordination with the Greenway Snowmobile Club, will construct, maintain, sign, and operate a snowmobile trail within the right of way of Trunk Highway 2 through the City of Warba; and

***WHEREAS*,** the Itasca County Board of Commissioners wishes to enter into an agreement with the Minnesota Department of Transportation providing for the limited use of certain right of way of Trunk Highway 2; and

WHEREAS, the State of Minnesota, through the Minnesota Department of Transportation, will grant a Limited Use Permit to Itasca County within the right of way of Trunk Highway 2; and

***WHEREAS*,** the Itasca County Board of Commissioners does hereby authorize the County of Itasca to enter into an agreement with the Commissioner of Transportation of the State of Minnesota providing limited use, under the terms and conditions set forth therein, of certain right of way of Trunk Highway 2.

NOW THEREFORE BE IT RESOLVED, that the Itasca County Board of Commissioners does hereby authorize the County Board Chair and County Administrator to sign any and all documents with the limited use agreement.

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

STATE OF MINNESOTA)
County of Itasca) ss.
Office of County Administrator)

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in this office on January 13, 2026 and that the same is a true and correct copy of the whole thereof.

Administrator

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, January 13, 2026

RESOLUTION 2026-9

RE: STATE AIRPORT FUND GRANT AGREEMENT
WITH THE MINNESOTA DEPARTMENT OF TRANSPORTATION

BE IT RESOLVED: The City of Bowstring as follows:

WHEREAS, it has applied for and been awarded a State Airport Fund grand by the Minnesota Department of Transportation, Agreement Number 1061929.

WHEREAS, That it hereby agrees to the terms and conditions of the Agreement; and

NOW THEREFORE BE IT RESOLVED, that the proper signing offiers are herebgy authorized to execute the above-referenced Agreement and any amendments thereti in behalf of the City of Bowstring.

Adopted by the Itasca County Board on this 13th day of January, 2026.

By:

Print Name: Cory Smith
Title/Date: Board Chair/1/13/2026

ATTESTATION:

By:

Print Name: Shelley Kebart
Title/Date: Clerk of the County Board/1/13/2026

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

STATE OF MINNESOTA)
County of Itasca) ss.
Office of County Administrator)

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in this office on January 13, 2026 and that the same is a true and correct copy of the whole thereof.

Administrator

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, January 13, 2026

RESOLUTION 2026-10

RE: STATE AIRPORT FUND GRANT AGREEMENT WITH THE MINNESOTA DEPARTMENT OF TRANSPORTATION

BE IT RESOLVED, by the City of Bowstring as follows:

WHEREAS, That it has applied for and been awarded a State Airport Fund grant by the Minnesota Department of
Transportation, Agreement Number 1062079.

WHEREAS, That it hereby agrees to the terms and conditions of the Agreement; and

NOW THEREFORE BE IT RESOLVED, That the proper signing officers are hereby authorized to execute the above-referenced Agreement and any
amendments thereto on behalf of the City of Bowstring.

Adopted by the Itasca County Board on this 13th day of January, 2026.

By:

Print Name: Cory Smith
Title/Date: Board Chair/1/13/2026

ATTESTATION:

By:

Print Name: Shelley Kebart
Title/Date: Clerk of the County Board/1/13/2026

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

STATE OF MINNESOTA)
County of Itasca) ss.
Office of County Administrator)

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in this office on January 13, 2026 and that the same is a true and correct copy of the whole thereof.

Administrator

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

Tuesday, January 13, 2026

RESOLUTION 2026-11

RE: STATE AIRPORT FUND GRANT AGREEMENT WITH THE MINNESOTA DEPARTMENT OF TRANSPORTATION

BE IT RESOLVED: By the City of Bowstring as follows**:**

WHEREAS, That it has applied for and been awarded a State Airport Fund grant by the Minnesota Department of
Transportation, Agreement Number 1061926.

WHEREAS, That it hereby agrees to the terms and conditions of the Agreement; and

WHEREAS, That the proper signing officers are hereby authorized to execute the above-referenced Agreement and any
amendments thereto on behalf of the City of Bowstring.

Adopted by the Itasca County Board on this 13th day of January, 2026.

By:

Print Name:Cory Smith
Title/Date:Board Chair/1/13/2026

ATTESTATION:

By:

Print Name:Shelley Kebart
Title/Date: Clerk to the County Board

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

STATE OF MINNESOTA)
County of Itasca) ss.
Office of County Administrator)

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in this office on January 13, 2026 and that the same is a true and correct copy of the whole thereof.

Administrator

MEETING INFORMATION SHEET
JANUARY 13, 2026

PULL: None

ADDITIONS:
1. Item #5.5 (State Airport Fund Grant Agreement #1061926 - Bowstring Airport)-CONSENT
2. Item # 5.6 (State Airport Fund Grant Agreement #1061929 - Bowstring Airport)-CONSENT
3. Item #5.7 (State Airport Fund Grant Agreement #1062079 - Bowstring Airport)-CONSENT
4. Item #6.6 (Reconsider RBA #2025-734 Re: Bids for Legal Printing)-REGULAR

CHANGES: None

INFORMATIONAL:
1. Item #6.3 (History of Unorganized Township Roads) -REGULAR

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
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Tuesday, January 6, 2026 | 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	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. ELECTION OF OFFICERS

1. Appoint County Board Chair for 2026.
Motion To: Appoint Commissioner Cory Smith as the Board Chair for 2026.

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

2. Appoint County Board Vice Chair for 2026.
Motion To: Appoint Commissioner Terry Snyder as the Board Vice Chair for 2026.

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

IV. APPROVAL OF AGENDA

Motion To: Pull Item #7.14 (Additional Appointments or changes to Committees/Commissions/Boards), add Item #7.15 (Letter of Support – Mesabi Metallics) and provided additional information to Item #7.4 (Bids for Legal Printing) and Item #7.13 (Appointments to Committees/Commissions/Boards) and approve the agenda, as amended.

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

V. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, December 16, 2025, County Board Regular Session.

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

1. Approve the minutes of the Tuesday, December 16, 2025, Itasca County Regular Session.

VI. CONSENT AGENDA

Motion To: Approve Consent Agenda as delineated below.

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

1. Adopt the Resolution Re: Minimum Salaries for Elected Officials, which establishes the minimum salary to be paid the: County Attorney as per M.S. 388.18, subd. 2; County Auditor/Treasurer as per M.S. 384.151, subd. 1(b) and M.S. 385.373, subd. 1(b); County Recorder as per M.S. 386.015, subd. 2(b); County Sheriff as per M.S. 387.20, subd. 2(b).
2. Approve One Day Liquor License for Saint Mary's Catholic Church for February 13th, 2026, at Morse Township Hall located at 32775 State Highway 46, Deer River, MN 56636.

VII. REGULAR AGENDA

1. Employee Recognition

   The County Recognized the following employees:

   Congratulations to Desiree Schneider who is transferring from her role as a Legal Secretary Trainee in the Attorneys department to a Legal Office Assistant in the Attorneys department effective 12/22/2025.

   Farewell to Taylor Kesti, whose last day as an Assistant County Attorney in the Attorneys Department was December 12th, 2025, after 7 months of service.
2. Commissioner Warrants

   Motion To: Approve Commissioner Warrants with a check date of January 7, 2026, in the amount of $335,105.49.

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

3. Annual Delegation of Electronic Funds Transfers

   Motion To: Approve the 2026 Annual Delegation of Electronic Funds Transfers to the Auditor/Treasurer, Accounting Manager, or the Officer's designee.

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

4. Bids for Legal Printing

Motion To: Awarded the Bid for Legal Publication for 2026 Official Proceedings, Financial Statements and Delinquent Tax Notice to Grand Rapids Herald Review.

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

5. Letter of Support for Lake Country Power

Motion To: Approve a letter of support for Lake Country Power and authorize Chair signature.

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

6. CEDA Update

Jessica Pellinen, Lisa Randall, Amanda Lamppa, and Tracy Hensley provided and update on the work CEDA has completed and has in progress.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

7. 2026 Salary for Elected Itasca County Attorney

Motion To: Adopt the Resolution Re: Year 2026 Salary for Elected Itasca County Attorney, which sets the salary at $145,600.

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

8. 2026 Salary for Elected Itasca County Auditor/Treasurer

Motion To: Adopt the Resolution Re: Year 2026 Salary for Elected Itasca County Auditor/Treasurer, which sets the salary at $132,022.80.

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

9. 2026 Salary for Elected Itasca County Recorder

Motion To: Adopt the Resolution Re: Year 2026 Salary for Elected Itasca County Recorder, which sets the salary at $108,883.20.

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

10. 2026 Salary for Elected Itasca County Sheriff

Motion To: Adopt the Resolution Re: Year 2026 Salary for Elected Itasca County Sheriff, which sets the salary at $134,561.70

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

11. 2026 Salary for Itasca County Commissioners/Chair

Motion To: Adopt the Resolution Re: Year 2026 Salary for Itasca County Board of Commissioners and County Board Chair, setting the salary at $36,069.33 plus $1,200 for the Chair, which is a 0% increase over 2025.

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

12. Compensation-Appointed Term and Appointed At-Will Employees

Motion To: Authorize a 0% wage increase for 2026 salaries for appointed term County Assessor, County Engineer, County Surveyor, County Veteran Services Officer and appointed at-will County Administrator and Health & Human Services Director.

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

13. Appointments to Committees/Commissions/Boards

Motion To: Approve the appointments to various Itasca County Committees/Commissions/Boards, per the complete Current List dated January 2, 2026, and authorized the Administrative Services Department to continue actively seeking applications for remaining vacancies.

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

15. Letter of Support for Mesabi Metallics

Motion To: Approve a letter of support for Mesabi Metallics and authorized Chair signature on behalf of entire Board.

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

VIII. ADMINISTRATOR UPDATE

IX. COMMITTEE REPORTS

Commissioner Snyder reported on attending a meeting with Mesabi Metallics and with the Governor's Staff.

Commissioner Johnson reported on attending a Classification Committee meeting.

X. COMMISSIONER COMMENTS

XI. CLOSED SESSIONS

XII. ADJOURN

Chair Smith adjourned the meeting at 3:45 PM.

ATTEST

Cory Smith Chair of the County Board	Brett Skyles Clerk of the County Board

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, January 6, 2026	6:30 PM	Itasca County Boardroom

DRAFT

SPECIAL SESSION MINUTES

I. CALL TO ORDER

Chair Smith called the meeting to order at 6:30 PM.

Attendee Name	Title	Status	Arrived
Cory Smith	District #1	Present	6:30 PM
Terry Snyder	District #2	Present	6:30 PM
John Johnson	District #3	Present	6:30 PM
Larry Hopkins	District #4	Present	6:30 PM
Casey Venema	District #5	Present	6:30 PM

II. REGULAR AGENDA

1. Adopt the attached resolution which revokes the connecting road from CSAH 4 to the Terry Road and the connecting road from CSAH 4 to the Etters Road to Lake Jessie Township.

Motion To: Open the Public Hearing Re: Revoke a portion of Terry Road & a portion of Etters Road to Lake Jessie Township.

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

Motion To: Go out of Public Hearing listed above.

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

Motion To: Adopt the resolution which revoked the connecting road from CSAH 4 to the Terry Road and the connecting road from CSAH 4 to the Etters Road to Lake Jessie Township.

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

III. ADJOURN

Chair Smith adjourned the meeting at 6:45 PM.

ATTEST

Cory Smith 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 13, 2026

REQUEST FOR BOARD ACTION: RBA-2026-21

DEPARTMENT: Auditor / Treasurer **TIME REQUESTED:** < 5 Minutes
PRESENTER: Austin Rohling

AGENDA ITEM:
Gambling Permit

BOARD ACTION REQUESTED:
Approve LG230 Application to Conduct Off-Site Gambling, as requested by Nashwauk Volunteer Firemen's Relief Association, for gambling event on two separate dates at MJ's Lodge & Resort located at 28179 East Shore Drive, Pengilly, MN 55775 on February 13, 2026 and March 28, 2026.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Off site permit for MJ's Resort

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

MINNESOTA LAWFUL GAMBLING

LG230 Application to Conduct Off-Site Gambling

No Fee

ORGANIZATION INFORMATION

Organization Name: Nashwauk Volunteer Firemen's Relief Assn. License Number: 01961

Address: PO Box 129 City: Nashwauk, MN Zip: 55769

Chief Executive Officer (CEO) Name: Jesse Larcom Daytime Phone: 218-966-7197

Gambling Manager Name: Robert Coughlin Daytime Phone: 218-259-0049

GAMBLING ACTIVITY

Twelve off-site events are allowed each calendar year not to exceed a total of 36 days.

From 02 / 13 / 2026 to 02 / 13 / 2026

Check the type of games that will be conducted:

- [x] Raffle
- [ ] Pull-Tabs
- [x] Bingo
- [x] Tipboards
- [ ] Paddlewheel

GAMBLING PREMISES

Name of location where gambling activity will be conducted: MJ's Lodge & Resort

Street address and City (or township): 28179 East Shore Drive, Pengilly MN Zip: 55775 County: Itasca

- Do not use a post office box.
- If no street address, write in road designations (example: 3 miles east of Hwy. 63 on County Road 42).

Does your organization own the gambling premises?

- [ ] **Yes** If yes, a lease is not required.
- [x] **No** If no, the lease agreement below must be completed, and signed by the lessor.

LEASE AGREEMENT FOR OFF-SITE ACTIVITY (a lease agreement is not required for raffles)

Rent to be paid for the leased area: $0 (if none, write "0")

All obligations and agreements between the organization and the lessor are listed below or attached.

- Any attachments must be dated and signed by both the lessor and lessee.
- This lease and any attachments is the total and only agreement between the lessor and the organization conducting lawful gambling activities.
- Other terms, if any:

Lessor's Signature: Jan Edman Date: 1/6/26

Print Lessor's Name: Jan Edman

CONTINUE TO PAGE 2

Acknowledgment by Local Unit of Government: Approval by Resolution

CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township
City Name: ______	County Name: Itasca
Date Approved by City Council: ______	Date Approved by County Board: ______
Resolution Number: ______ (If none, attach meeting minutes.)	Resolution Number: ______ (If none, attach meeting minutes.)
Signature of City Personnel: ______	Signature of County Personnel: ______
Title: ______ Date Signed: ______	Title: ______ Date Signed: ______
Local unit of government must sign.	TOWNSHIP NAME: ______
	Complete below only if required by the county. On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.)
	Print Township Name: ______
	Signature of Township Officer: ______
	Title: ______ Date Signed: ______

CHIEF EXECUTIVE OFFICER (CEO) ACKNOWLEDGMENT

The person signing this application must be your organization's CEO and have their name on file with the Gambling Control Board. If the CEO has changed and the current CEO has not filed a LG200B Organization Officers Affidavit with the Gambling Control Board, he or she must do so at this time.

I have read this application, and all information is true, accurate, and complete and, if applicable, agree to the lease terms as stated in this application.

______
Signature of CEO (must be CEO's signature; designee may not sign)

1/7/26
Date

Mail or fax to:

Minnesota Gambling Control Board
Suite 300 South
1711 West County Road B
Roseville, MN 55113
Fax: 651-639-4032

No attachments required.

Questions? Contact a Licensing Specialist at 651-539-1900.

This publication will be made available in alternative format (i.e. large print, braille) upon request.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application.

Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public.

If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public.

Private data about your organization are available to: Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor; national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

MINNESOTA LAWFUL GAMBLING

LG230 Application to Conduct Off-Site Gambling

No Fee

ORGANIZATION INFORMATION

Organization Name: Nashwauk Volunteer Firemen's Relief Assn. License Number: 01961

Address: PO Box 129 City: Nashwauk, MN Zip: 55769

Chief Executive Officer (CEO) Name: Jesse Larcom Daytime Phone: 218-966-7197

Gambling Manager Name: Robert Coughlin Daytime Phone: 218-259-0049

GAMBLING ACTIVITY

Twelve off-site events are allowed each calendar year not to exceed a total of 36 days.

From 03 / 28 / 2026 to 03 / 28 / 2026

Check the type of games that will be conducted:

☒ Raffle ☐ Pull-Tabs ☒ Bingo ☒ Tipboards ☐ Paddlewheel

GAMBLING PREMISES

Name of location where gambling activity will be conducted: MJ's Lodge & Resort

Street address and City (or township): 28179 East Shore Drive, Pengilly MN Zip: 55775 County: Itasca

- Do not use a post office box.
- If no street address, write in road designations (example: 3 miles east of Hwy. 63 on County Road 42).

Does your organization own the gambling premises?

☐ **Yes** If yes, a lease is not required.

☑ **No** If no, the lease agreement below must be completed, and signed by the lessor.

LEASE AGREEMENT FOR OFF-SITE ACTIVITY (a lease agreement is not required for raffles)

Rent to be paid for the leased area: $0 (if none, write "0")

All obligations and agreements between the organization and the lessor are listed below or attached.

- Any attachments must be dated and signed by both the lessor and lessee.
- This lease and any attachments is the total and only agreement between the lessor and the organization conducting lawful gambling activities.
- Other terms, if any:

Lessor's Signature: Jan Edman Date: 1/6/26

Print Lessor's Name: Jan Edman

CONTINUE TO PAGE 2

Acknowledgment by Local Unit of Government: Approval by Resolution

CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township
City Name: ______	County Name: Itasca
Date Approved by City Council: ______	Date Approved by County Board: ______
Resolution Number: ______ (If none, attach meeting minutes.)	Resolution Number: ______ (If none, attach meeting minutes.)
Signature of City Personnel: ______	Signature of County Personnel: ______
Title: ______ Date Signed: ______	Title: ______ Date Signed: ______
Local unit of government must sign.	TOWNSHIP NAME: ______
	Complete below only if required by the county. On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.)
	Print Township Name: ______
	Signature of Township Officer: ______
	Title: ______ Date Signed: ______

CHIEF EXECUTIVE OFFICER (CEO) ACKNOWLEDGMENT

The person signing this application must be your organization's CEO and have their name on file with the Gambling Control Board. If the CEO has changed and the current CEO has not filed a LG200B Organization Officers Affidavit with the Gambling Control Board, he or she must do so at this time.

I have read this application, and all information is true, accurate, and complete and, if applicable, agree to the lease terms as stated in this application.

Signature of CEO (must be CEO's signature; designee may not sign) ______ Date 1/7/25

Mail or fax to:

Minnesota Gambling Control Board
Suite 300 South
1711 West County Road B
Roseville, MN 55113
Fax: 651-639-4032

No attachments required.

Questions? Contact a Licensing Specialist at 651-539-1900.

This publication will be made available in alternative format (i.e. large print, braille) upon request.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application.

Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public.

If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public.

Private data about your organization are available to: Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor; national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

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

Tuesday, January 13, 2026

REQUEST FOR BOARD ACTION: RBA-2026-3

DEPARTMENT: Administrative Services **TIME REQUESTED:**
PRESENTER:

AGENDA ITEM:
2026 Itasca County Legislative Agreement

BOARD ACTION REQUESTED:
Approve the 2026 Itasca County Legislative Agreement with Flaherty and Hood.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. 2026 Itasca County Legislative Agreement

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

FLAHERTY | HOOD P.A.

December 30, 2025

Brett Skyles
County Administrator
Itasca County
123 NE 4th Street
Grand Rapids, MN 55744

Dear Mr. Skyles,

Flaherty & Hood, P.A. has been pleased to represent Itasca County at the state legislature in previous years. This letter serves as both proposal and agreement for Flaherty & Hood, P.A. ("Firm") to provide state government relations and lobbying services to Itasca County ("County") during the 2026 legislative session.

The 2026 Minnesota legislative session will present opportunities to those who can build bipartisan consensus around policy and bonding proposals. In recent years, Itasca County has taken great strides in increasing its presence and profile at the Capitol, remaining in constant communication with key legislators and enhancing collaboration with regional partners. Flaherty & Hood is honored to be a part of that work and we look forward to our continued partnership.

The subsequent agreement includes the following sections:

1) Subjects of Legislative Representation
2) Scope of Services
3) Project Management
4) Term of Agreement
5) Compensation
6) Amendment to Agreement
7) Termination
8) Conflict of Interest
9) Minnesota Campaign Finance Board Requirements
10) Contract Option for Public Utilities Commission Services
11) Environmental Services
12) Conclusion

With any questions about this agreement, please feel free to contact Shane Zahrt at sazahrt@flaherty-hood.com or (651) 295-1123.

1) Subjects of Legislative Representation

While additional specific issues will be identified by Itasca County with strategic guidance from Flaherty & Hood, we anticipate that our work under this proposal will include the following:

- Monitoring legislation for issues that directly impact Itasca County's interests and operations;
- County Capital Investment (bonding) request(s);
- Payment in Lieu of Taxes (PILT);
- Issues related to tax base and economic impact of the cessation of coal operations at Minnesota Power's Boswell Plant;
- Monitoring for and coordinating the County's response to legislation that may impact key industries in Itasca County;
- Solid waste siting and related issues;
- Coordinating strategic visits to the Capitol for County elected officials and staff; and
- Focusing on the Itasca County Board's approved list of legislative priorities.

2) Scope of Services

We anticipate that the services provided to the County will include the following activities:

- Consult with the County on development of legislative priorities and strategy;
- Draft necessary legislation and amendments;
- Secure bill authors;
- Direct lobbying of committee chairs, key legislators, and the Governor's Administration;
- Update or create handouts and other materials on County priorities;
- Monitor progress of relevant bills through the legislative process;
- Coordinate testimony for legislative hearings;
- Provide County with timely updates from the Legislature;
- Organize lobbying events, such as visits to the Capitol by County Board members and staff; and
- Other services mutually agreed upon between the Firm and County.

3) Project Management

Flaherty & Hood Shareholder Attorney/Lobbyist Shane Zahrt will serve as the primary contact for Itasca County at the firm and will oversee the execution of activities described in this agreement. Mr. Zahrt will be assisted by other Flaherty & Hood staff as necessary.

4) Term of Agreement

The term of services outlined in this agreement will commence when this agreement has been approved by the Itasca County Board of Commissioners, fully executed by both parties, and a copy of the executed agreement has been received by Flaherty & Hood, or on January 1, 2026, whichever comes later. This term of services will end on November 30, 2026.

5) Compensation

The cost of the services in this agreement is $45,000. This is a flat fee rate that will be billed in four installments of $11,250 with invoices sent in each of January, April, July, and October 2026. Additional reasonable expenses, including printing, postage, travel, lodging, and/or meal expenses related to the execution of County business, will be billed separately.

6) Amendment to Agreement

The scope and/or terms of this agreement may be amended with the mutual written consent of both parties. The amendment must be in writing, describe the additional services, terms or compensation agreed to, and be signed by the designated representative of the County and a representative of the Firm.

7) Termination

This agreement may be terminated by either party before November 30, 2026 by providing 30 days written notice to the other, at which time a pro-rated portion of the total fee owed will be promptly billed and paid.

8) Actual or Potential Conflicts of Interest

Like other contract lobbying firms, Flaherty & Hood represents a range of clients that have significant and similar interests. Through our representation of various coalitions of local governments, Flaherty & Hood works with several cities located within Itasca County. This includes the City of Cohasset as a member of the Coalition of Utility Cities, as well as others, including Keewatin, Nashwauk, Grand Rapids, and Cohasset as members of the Coalition of Greater Minnesota Cities and the Highway 169 Range Gateway Coalition.

As far as the firm is aware, neither Flaherty & Hood nor any of the firm's attorneys or staff represent any client which may conflict with the firm's ability to meet Itasca County's legislative needs. In the unlikely event that a conflict does arise, Flaherty & Hood will immediately notify and engage both parties to come to a mutually satisfactory resolution.

9) Minnesota Campaign Finance Board Compliance

The services outlined under this agreement will require Flaherty & Hood lobbyists to maintain their registration as lobbyists for Itasca County with the Minnesota Campaign Finance Board (CFB). Lobbyists and entities that hire lobbyists are subject to certain rules and requirements. By entering into this agreement, the County agrees to comply with all relevant lobbying regulations and requirements. Please reach out to any member of Flaherty & Hood staff with questions.

10) Contract Option for Public Utilities Commission Services

Over the past year, Flaherty & Hood has monitored proceedings before the Minnesota Public Utilities Commission ("MPUC") that may have a direct impact on Itasca County's future. However, some of the most impactful proceedings have been delayed into 2026, after being paused temporarily to allow for the Commission to consider the acquisition of Allete/Minnesota Power by outside investors.

Specifically, the MPUC is expected to continue to take up two matters that will be of major significance to the County:

1) The 2025-2040 Minnesota Power Integrated Resource Plan (IRP) is under way and will determine the future of the Clay Boswell Coal plant.
2) The MPUC continues to define ambiguities in the implementation of Minnesota's 100% by 2040 carbon-free laws. This includes occasional proceedings to interpret whether possible replacement technologies that could power the Boswell plant in the future will fit within the State's new regulatory structure. The decisions that are made in these proceedings may directly impact the range of resources that could possibly be located within Itasca County in the future.

Flaherty & Hood has experience in representing local governments in MPUC proceedings and would offer these services to the County as an option in addition. Under the terms of this agreement, the County may exercise the option to engage Flaherty & Hood, P.A. for representation at the MPUC for the County's participation in these proceedings.

To exercise this option, the County must notify the Firm of its intention to do so. Services will be provided to the County on an hourly basis at the rates identified in Appendix A.

11) Environmental Services

As a County that confronts a range of environmental and land use issues, Itasca County may find value in Flaherty & Hood's environmental legal services at a future date. Flaherty & Hood has built an environmental legal practice that helps communities across the state navigate the complexities of federal and state environmental regulations. Our attorneys within the practice have extensive experience working with the Minnesota Department of Natural Resources, the Minnesota Pollution Control Agency, the Minnesota Environmental Quality Board, the Minnesota Department of Health, and other state departments and agencies. These partnerships give us a unique capacity to assist clients with legal, administrative, and legislative environmental issues. If necessary, rates for environmental matters will be negotiated on a per-case basis.

12) Conclusion

Flaherty & Hood is pleased to provide this proposal for legislative services to Itasca County, and we are confident that we can have a significant impact on advancing your project and protecting your interests.

If the proposal contained in this letter meets your approval, please sign, and return one copy to Flaherty & Hood and retain a copy for your records.

Very truly yours,

FLAHERTY & HOOD, P.A.

By:

Sh A Zahrt 12/30/2025

Shane Zahrt, Shareholder Attorney/Lobbyist, Flaherty & Hood, P.A. Date

Accepted by:

Brett Skyles, County Administrator, Itasca County Date

APPENDIX A – OPTION CONTRACT

This appendix establishes additional terms under which the Firm will provide services at the Minnesota Public Utilities Commission (MPUC) if Itasca County Board opts to exercise the option to engage these services under Section 10 of the above agreement.

Scope of Services

Services provided to the County will include the following activities:

- Drafting and submitting comments to relevant MPUC dockets on behalf of the County Board;
- Engaging with MPUC Commissioners and staff as necessary to advance Itasca County's interests;
- Engaging with Minnesota Power and other stakeholders relevant to the potential outcome of MPUC decisions;
- Conducting research and analysis to help determine the projected property tax implications of MPUC decision scenarios on Itasca County;
- Other related tasks identified by the Itasca County Board of Commissioners.

Term

The term of services outlined in this agreement will commence when this agreement has been approved by the Itasca County Board of Commissioners, fully executed by both parties, and a copy of the executed agreement has been received by Flaherty & Hood, or on January 1, whichever comes later. This term of services will end on December 31, 2026.

Invoicing Schedule

Services provided under this option will be billed on the same schedule outlined in Section 5 of the above agreement, except that fees incurred in October, November, or December of 2026 will be billed to the County in January, 2027.

Cost of Services and Hourly Rates

Services provided under this option will not exceed $10,000, unless otherwise mutually agreed upon in writing between the parties.

These are the hourly rates for Flaherty & Hood, P.A. personnel providing services at the Minnesota Public Utilities Commission (MPUC) to Itasca County under this contract by category.

Shareholder Attorney	$200 per hour
Senior Attorney and/or Lobbyist	$180 per hour
Associate Attorney and/or Lobbyist	$160 per hour
Policy and Fiscal Analysis	$135 per hour
Media & Communications	$120 per hour
Government Relations Operations	$120 per hour

Conclusion

By signing below, the County confirms acceptance of this option contract.

Accepted by:

____ _______________

Brett Skyles, County Administrator, Itasca County Date

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

Tuesday, January 13, 2026

REQUEST FOR BOARD ACTION: RBA-2026-6

DEPARTMENT: Health & Human Services **TIME REQUESTED:**
PRESENTER:

AGENDA ITEM:
MNDCYF Grant for Prevention Services

BOARD ACTION REQUESTED:
Approve ICHHS to apply for a grant with MNDCYF for up to $250,000 to expand Junior Recovery Specialist program for youth in our county.

BACKGROUND:
MNDCYF has a grant opportunity for prevention services. This grant can be used for expansion of current service or planning for a new service. ICHHS would like to apply for up to $250,000 to expand Junior Recovery Specialist program for youth in our county. This grant would target prevention services to children 10-18 who currently struggle with chemical use and provide services to prevent out of home. Grant application is due January 23, 2026. Grant period is March 1, 2026-June 30, 2028.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Casey Venema
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, January 13, 2026

REQUEST FOR BOARD ACTION: RBA-2026-4

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

AGENDA ITEM:
MnDOT Limited Use Permit Resolution

BOARD ACTION REQUESTED:
Adopt the Resolution Re: Authorizing Execution of a Limited Use Permit between Itasca County and the Commissioner of Transportation, State of Minnesota and authorize necessary signatures.

BACKGROUND:
A new alignment of the Blackberry Snowmobile trail through Warba within MnDOT right of way was identified. A new limited use permit amendment was drafted by MnDOT District 1 office. A new resolution is needed to accomodate the amendment and the authorization of the new limited use permit.

COUNTY ATTORNEY REVIEW: No

SUPPORTING DOCUMENTATION:
1. LUP 3104-008 - Amendment 1 - Warba Snowmobile Trail

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Casey Venema
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, January 13, 2026

RESOLUTION 2026-8

RE: AUTHORIZING EXECUTION OF LIMITED USE PERMIT BETWEEN

ITASCA COUNTY AND THE COMMISSIONER OF TRANSPORTATION, STATE OF MINNESOTA

WHEREAS, the Itasca County Land Department, in coordination with the Greenway Snowmobile Club, will construct, maintain, sign, and operate a snowmobile trail within the right of way of Trunk Highway 2 through the City of Warba; and

***WHEREAS*,** the Itasca County Board of Commissioners wishes to enter into an agreement with the Minnesota Department of Transportation providing for the limited use of certain right of way of Trunk Highway 2; and

WHEREAS, the State of Minnesota, through the Minnesota Department of Transportation, will grant a Limited Use Permit to Itasca County within the right of way of Trunk Highway 2; and

***WHEREAS*,** the Itasca County Board of Commissioners does hereby authorize the County of Itasca to enter into an agreement with the Commissioner of Transportation of the State of Minnesota providing limited use, under the terms and conditions set forth therein, of certain right of way of Trunk Highway 2.

NOW THEREFORE BE IT RESOLVED, that the Itasca County Board of Commissioners does hereby authorize the County Board Chair and County Administrator to sign any and all documents with the limited use agreement.

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

STATE OF MINNESOTA)
County of Itasca) ss.
Office of County Administrator)

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in this office on January 13, 2026 and that the same is a true and correct copy of the whole thereof.

Administrator

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION

AMENDMENT OF LIMITED USE PERMIT
 # 1

C.S. 3104 (T.H. 2)
County of Itasca
LUP # 3104-008
Permittee: County of Itasca
Expiration Date: 01/01/2036

The State of Minnesota, Department of Transportation ("MnDOT") and County of tasca ("Permittee"), entered into Limited Use Permit No. LUP # 3104-008 ("LUP") involving the construction, maintenance and operation of a Facility as further described in the LUP.

The parties desire to **extend the term** of the LUP and the parties deem certain amendments and additional terms and conditions mutually beneficial for effective continuation of said LUP.

NOW THEREFORE

MnDOT and Permittee agree to amend the LUP with the substitution of the following terms and conditions which shall become part of the LUP.

1. Effective on 01/01/2026, the LUP is renewed for a period of ten (10) years commencing on 01/01/2026 and continuing through 01/01/2036 with the right of termination in MnDOT as set forth in the LUP.

2. Effective on 01/01/2026, Exhibit A is deleted, and the attached Exhibit A is substituted therefor.

3. Effective on 01/01/2026, Exhibit B is deleted, and the attached certified copy of the Resolution is substituted therefor.

4. Effective on 01/01/2026, the following Section 22 is added to the LUP language.

    22. A person shall not operate a snowmobile within the right-of-way of Trunk Highway No. 2 as shown in red on Exhibit "A", except on the right-hand side of the right-of-way and in the same direction as the highway traffic on the nearest lane of the adjacent roadway.

5. MnDOT and Permittee agree that the electronic signature of a party to this LUP will be as valid as an original signature of such party and will be effective to bind such party to this LUP. The parties further agree that any document (including this LUP and any attachments or exhibits to this LUP) containing, or to which there is affixed, an electronic signature will be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business

and an original written record when printed from electronic files. For purposes hereof, “electronic signature” also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., vis PDF) of an original signature. Any party’s failure to produce the original signature of any electronically transmitted signature will not affect the enforceability of this LUP.

6. Except as specifically provided herein, the terms and conditions of the LUP are confirmed and continued in full force and effect. By this Amendment the terms and conditions herein incorporated into the LUP.

MINNESOTA DEPARTMENT

OF TRANSPORTATION

RECOMMENDED FOR APPROVAL
By: ______________________________
District Engineer

Date: ______________________________

COUNTY OF ITASCA

By: ______________________________

Its: ______________________________

And: ______________________________

Its: ______________________________

APPROVED BY:

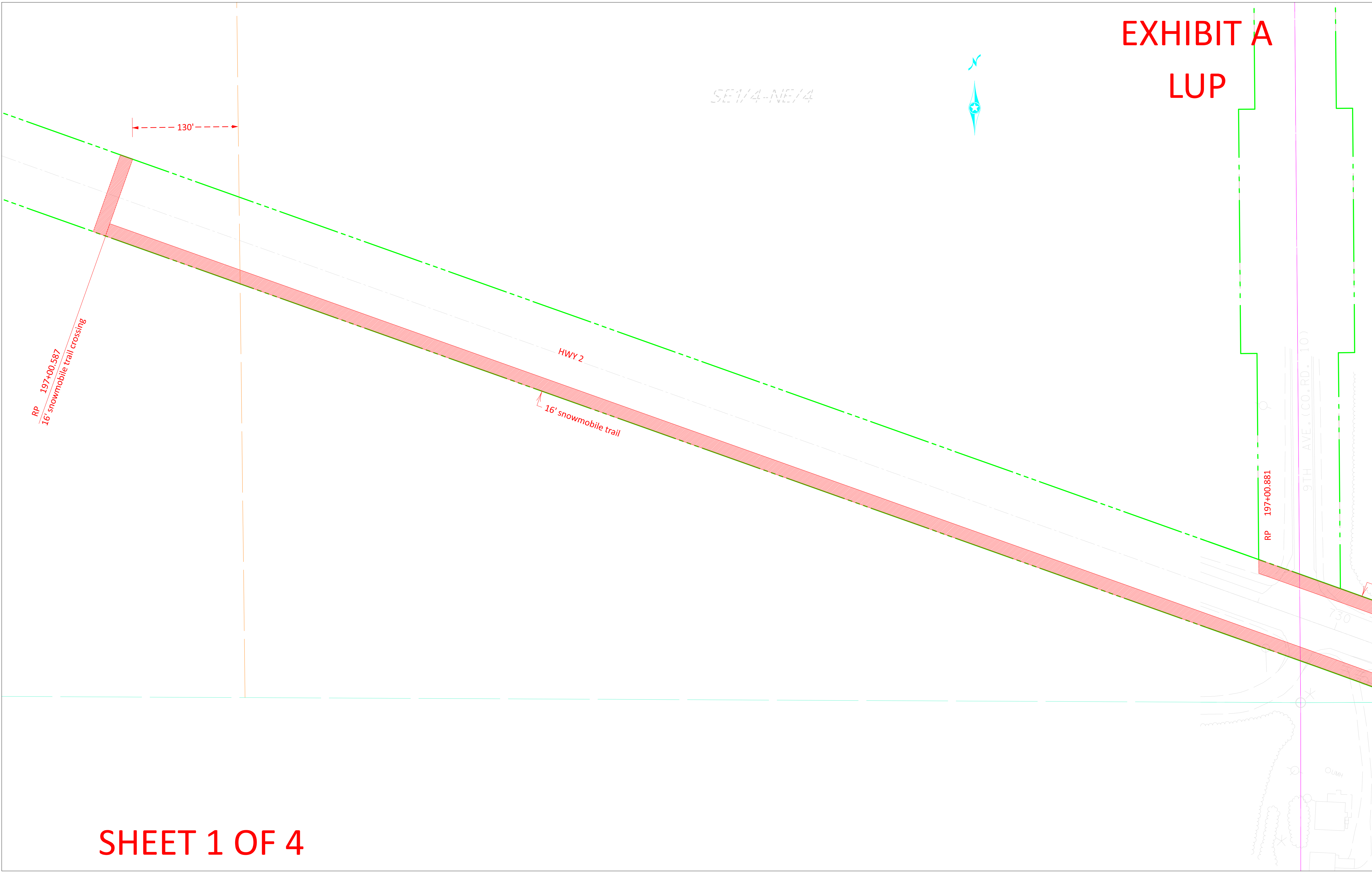
COMMISSIONER OF TRANSPORTATION

By: ______________________________
Director, Office of Land Management

Date: ______________________________

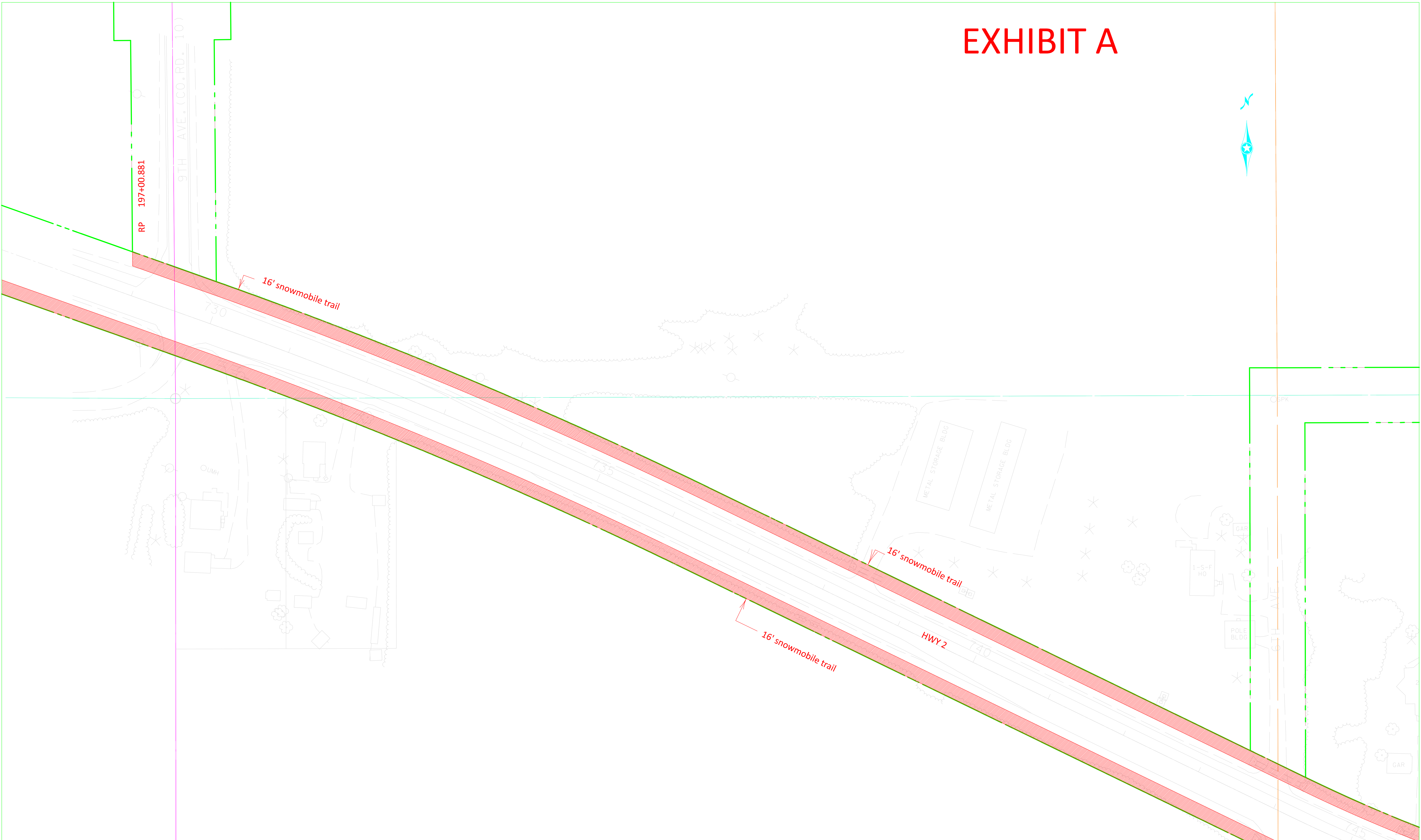
The Commissioner of Transportation by the execution of this permit certifies that this permit is necessary in the public interest and that the use intended is for public purposes.

EXHIBIT A
LUP



SHEET 1 OF 4

EXHIBIT A



SHEET 2 OF 4

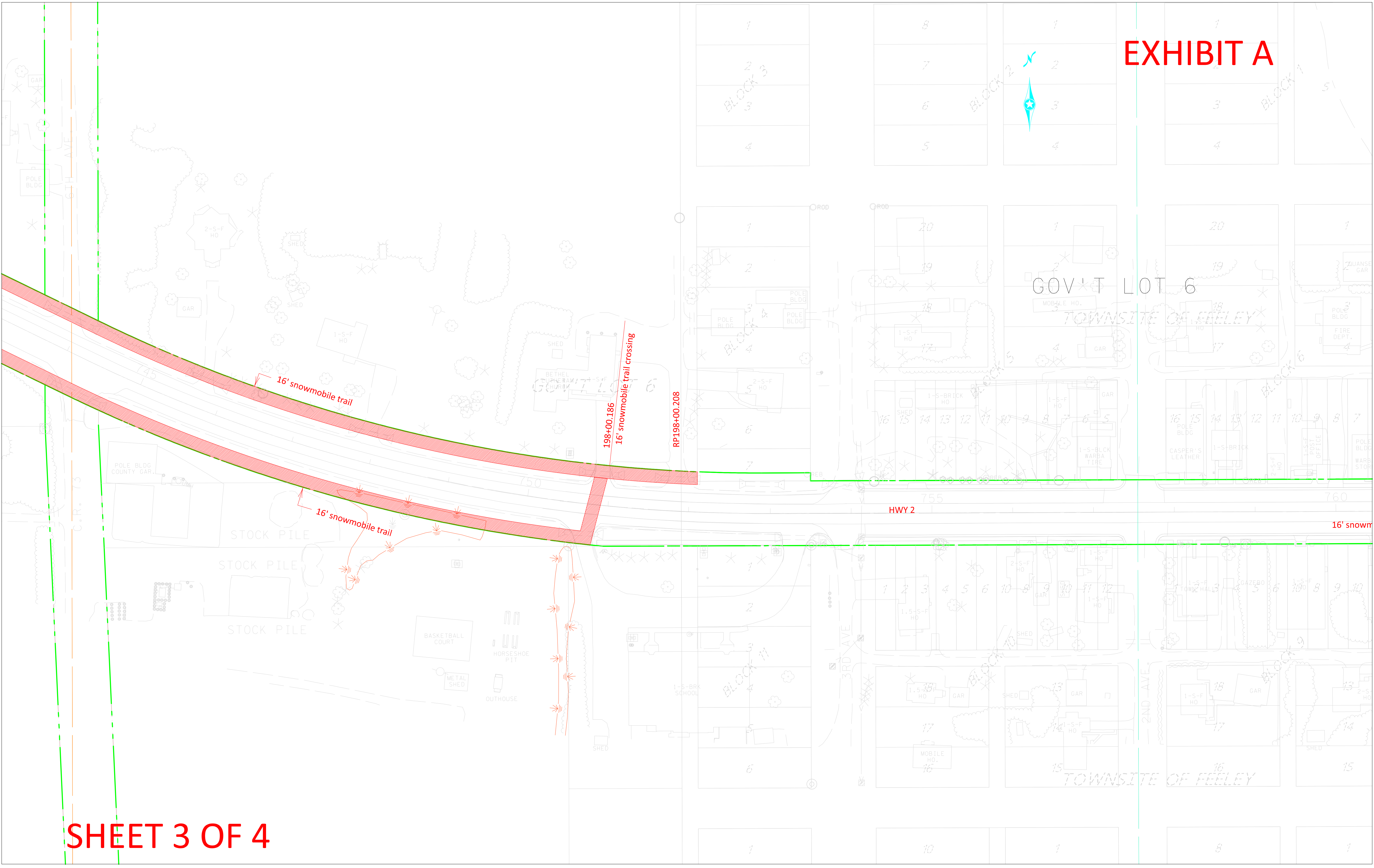
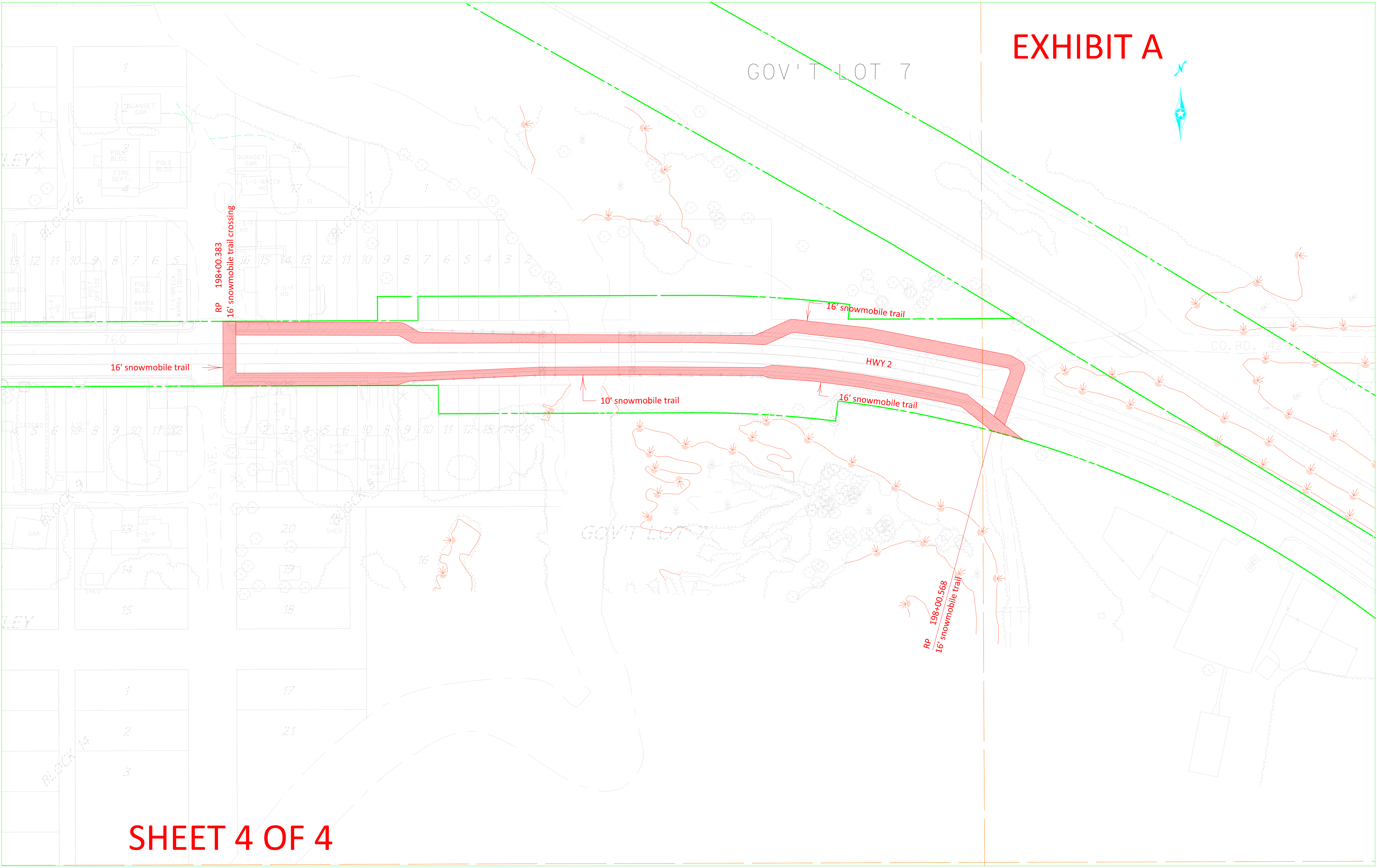


EXHIBIT A
16' snowmobile trail
16' snowmobile trail crossing
198+00.186
RP198+00.208
16' snowmobile trail
HWY 2
GOV'T LOT 6
TOWNSITE OF FEELEY
STOCK PILE
STOCK PILE
STOCK PILE
BASKETBALL COURT
HORSESHOE PIT
OUTHOUSE
METAL SHED
SHEET 3 OF 4

EXHIBIT A



SHEET 4 OF 4

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

Tuesday, January 13, 2026

REQUEST FOR BOARD ACTION: RBA-2026-25

DEPARTMENT: Administrative Services **TIME REQUESTED:**
PRESENTER:

AGENDA ITEM:
State Airport Fund Grant Agreement #1061926 - Bowstring Airport

BOARD ACTION REQUESTED:
Approve the submission of the State Airport Fund Grant Agreement 9Y0-A3115-14 and necessary signatures.

BACKGROUND:
The Total amount of Request is $10,000. The State Share is $9000, and the County Share is $1000.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. STATE-AGRMNT&RES-9Y0-A3115-14

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Casey Venema
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, January 13, 2026

RESOLUTION 2026-11

RE: STATE AIRPORT FUND GRANT AGREEMENT WITH THE MINNESOTA DEPARTMENT OF TRANSPORTATION

BE IT RESOLVED: By the City of Bowstring as follows**:**

WHEREAS, That it has applied for and been awarded a State Airport Fund grant by the Minnesota Department of
Transportation, Agreement Number 1061926.

WHEREAS, That it hereby agrees to the terms and conditions of the Agreement; and

WHEREAS, That the proper signing officers are hereby authorized to execute the above-referenced Agreement and any
amendments thereto on behalf of the City of Bowstring.

Adopted by the Itasca County Board on this 13th day of January, 2026.

By:

Print Name:Cory Smith
Title/Date:Board Chair/1/13/2026

ATTESTATION:

By:

Print Name:Shelley Kebart
Title/Date: Clerk to the County Board

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

STATE OF MINNESOTA)
County of Itasca) ss.
Office of County Administrator)

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in this office on January 13, 2026 and that the same is a true and correct copy of the whole thereof.

Administrator

STATE OF MINNESOTA
STATE AIRPORTS FUND
GRANT AGREEMENT

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and the **City of Bowstring, 47020 County Road 175, Deer River, MN 56636-2925** ("Grantee").

RECITALS

1. Minnesota Statutes Chapter 360 authorizes State to provide financial assistance to eligible airport sponsors for the acquisition, construction, improvement, marketing, maintenance, or operation of airports and other air navigation facilities.
2. Grantee owns, operates, controls, or desires to own an airport ("Airport") in the state system, and Grantee desires financial assistance from the State for an airport improvement project (State Project #3115-14) ("Project").
3. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to Minn.Stat.§16B.98, Subd.1, Grantee agrees to minimize administrative costs as a condition of this Agreement.

AGREEMENT TERMS

1. **Term of Agreement, Survival of Terms, Project Plans, and Incorporation of Exhibits**

   1.1 **Effective Date.** This Agreement will be effective on the date the State obtains all required signatures under Minn. Stat.§16B.98, Subd. 5. As required by Minn.Stat.§16B.98 Subd. 7, no payments will be made to Grantee until this Agreement is fully executed. Grantee must not begin work under this Agreement until it is fully executed and Grantee has been notified by the State to begin the work**.**

   1.2 **Expiration Date.** This Agreement will expire on **June 30th, 2030,** or when all obligations have been satisfactorily fulfilled, whichever occurs first.

   1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: Airport Operations, Maintenance and Conveyance; Transfer of Interest; Indemnification; State Audits; Government Data Practices and Intellectual Property; Workers Compensation; Publicity and Endorsement; Governing Law, Jurisdiction and Venue; and Data Disclosure.

   1.4 **Project Plans, Specifications, Descriptions.** Grantee has provided the State with the plans, specifications, and a detailed description of the Project which are on file with the State's Office of Aeronautics and are incorporated into this Agreement by reference.

   1.5 **Exhibits.** Exhibit(s) **A** through **B are** attached and incorporated into this Agreement.

2. **Grantee's Duties**

   2.1 **Project Completion and Changes.** Grantee will complete the Project in accordance with the plans, specifications, and detailed description of the Project. Grantee will notify State's Authorized Representative in advance of any meetings taking place relating to the Project. Any changes to the plans or specifications of the Project after the effective date of this Agreement will be valid only if made by written amendment signed by the same parties who executed the original agreement, or their successors in office.

   2.2 **Registered Engineer Designation.** If the Project involves construction, Grantee will designate a registered engineer to oversee the Project work. If, with the State's approval, Grantee elects not to have such services performed by a registered engineer, then Grantee will designate another responsible person to oversee such work.

   2.3 **Policy Compliance.** Grantee will comply with all the required grants management policies and procedures of Minn.Stat.§16B.97, Subd. 4(a)(1).

2.4 **Publication of Grantee Contact Information.** Under Minnesota Statute § 16B.98, if a grantee has a website, the names and contact information for the grant administrator(s) and organization's leadership must be clearly published.

2.5 **Asset Monitoring.** If Grantee uses funds obtained through this Agreement to acquire a capital asset, the Grantee is required to use that asset for a public aeronautical purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this Agreement without prior written consent of the State and an amendment to this Agreement executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

2.6 **Airport Operations, Maintenance, and Conveyance.** Pursuant to Minnesota Statutes §360.305, subd. 4(d)(1), Grantee must operate the Airport as a licensed, municipally-owned public airport at all times of the year for a period of **20 years** from the date Grantee receives final reimbursement under this Agreement. The Airport must be maintained in a safe, serviceable manner for public aeronautical purposes only.

2.7 **Transfer of Interest.** Without prior written approval from the State, Grantee will not transfer, convey, encumber, assign, or abandon its interest in the Airport or in any real or personal property purchased or improved under this Agreement. If the State approves such a transfer or change in use, the State may impose, at its sole discretion, conditions and/or restrictions on such transfer, with which Grantee must comply.

3. **Time.** Grantee must comply with all the time requirements described in this Agreement. In the performance of this Agreement, time is of the essence.

4. **Cost Participation and Payment**

4.1 **Cost Participation.** Costs for the Project will be proportionate and allocated accordingly between the federal government, the State, and Grantee as described in Exhibit B.

4.1.1 **Federal Funding.** No federal funds are authorized for the Project. In the event federal reimbursement becomes available for the Project, the State will be entitled to recover from such federal funds an amount not to exceed the state funds advanced for this Project. No more than 95% of the amount due under this Agreement will be paid by the State until the State determines that Grantee has complied with all terms of this Agreement and furnished all necessary records.

4.2 **Sufficiency of Funds**. Pursuant to Minnesota Rule 8800.2500, Grantee certifies that: (1) it presently has sufficient unencumbered funds available to pay for its share of the Project; (2) it has the legal authority to engage in the Project as proposed; and (3) the Project will be completed without undue delay.

4.3 **Total Obligation.** The State's total obligation for all compensation and reimbursements to Grantee under this Agreement will not exceed **$9,000.00.**

4.4 **Payment**

4.4.1 **Invoices.** Grantee will submit invoices for payment by credit application via email. The form Grantee will use to submit invoices can be found on the Airport development forms website: https://www.dot.state.mn.us/aero/airportdevelopment/forms.html. The State's Authorized Representative, as named in this Agreement, will review each invoice against the approved grant budget and grant expenditures to-date before approving payment. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: **Upon completion of the services.**

4.4.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at the State's discretion.

4.4.3 **Expiration of Reimbursement.** Grantee must submit all final invoices for reimbursement no later than ninety (90) calendar days after the expiration date of this Agreement. Any invoices received after this 90-day period will not be eligible for payment.

4.4.4 **State's Payment Requirements**. The State will promptly pay all valid obligations under this Agreement as required by Minnesota Statutes §16A.124. The State will make undisputed payments no later than thirty (30) days after receiving Grantee's invoices for services performed. If an invoice is incorrect, defective or

otherwise improper, the State will notify Grantee within ten (10) days of discovering the error. After the State receives the corrected invoice, the State will pay Grantee within thirty (30) days of receipt of such invoice.

4.4.5 **Grantee Payment Requirements.** Grantee must pay all Project contractors promptly. Grantee will make undisputed payments no later than thirty (30) days after receiving an invoice. If an invoice is incorrect, defective, or otherwise improper, Grantee will notify the contractor within ten (10) days of discovering the error. After Grantee receives the corrected invoice, Grantee will pay the contractor within thirty (30) days of receipt of such invoice.

4.4.6 **Grant Monitoring Visit and Financial Reconciliation**. If the State's total obligation is greater than $50,000.00, the State will conduct at least one monitoring visit and financial reconciliation of Grantee's expenditures. If the State's total obligation is greater than $250,000.00, the State will conduct annual monitoring visits and financial reconciliations of Grantee's expenditures.

4.4.6.1 The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which state employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided notice prior to any monitoring visit or financial reconciliation.

4.4.6.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by the State.

4.4.6.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.

4.4.7 **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

4.4.8 **Closeout Deliverables.** At the close of the Project, Grantee must provide the following deliverables to the State before the final payment will be released by the State:

4.4.8.1 Electronic files of construction plans as both PDF and MicroStation compatible formats.

4.4.8.2 Electronic files of as-builts as both PDF and MicroStation compatible formats.

4.4.8.3 Electronic files of planning documents, including without limitation, airport layout plans and airport zoning plans, as PDF, MicroStation and GIS compatible formats.

4.5 **Contracting and Bidding Requirements.** Prior to publication, Grantee will submit to the State all solicitations for work to be funded by this Agreement. Prior to execution, Grantee will submit to the State all contracts and subcontracts between Grantee and third parties to be funded by this Agreement. The State's Authorized Representative has the sole right to approve, disapprove, or modify any solicitation, contract, or subcontract submitted by Grantee. All contracts and subcontracts between Grantee and third parties must contain all applicable provisions of this Agreement. The State's Authorized Representative will respond to a solicitation, contract, or subcontract submitted by Grantee within ten (10) business days.

5. **Conditions of Payment.** All services provided by Grantee under this Agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law. No more than 95% of the amount due to Grantee under this Agreement will be paid by the State until it determines that Grantee has complied with all terms and conditions of this Agreement and has furnished all necessary records. In the event the Airport fails to pass any periodic inspection conducted by a representative of the State's Office of Aeronautics, Grantee will not receive payment under this Agreement until all deficiencies identified by any such inspection have been rectified to the Office of Aeronautics' satisfaction.

6. **Authorized Representatives**
   6.1 The State's Authorized Representative is:
   Jason Radde, Senior Engineer - Central, 395 JOHN IRELAND BOULEVARD, MS 410 ST. PAUL, MINNESOTA 55155-1800, 612-718-9158, jason.radde@state.mn.us, or their successor. The State's Authorized Representative, or their designee, is responsible for monitoring Grantee's performance and is authorized to accept the services provided under this Agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

   6.2 Grantee's Authorized Representative is:
   Gail Guck, Grant Liaison, 47020 County Road 175, Deer River, MN 56636-2925, (218) 244-6328, Gail.Guck@co.itasca.mn.us, or their successor. If Grantee's Authorized Representative changes at any time during the term of this agreement, Grantee must immediately notify the State.

7. **Assignment; Amendments; Waiver; Agreement Complete; Electronic Records; Certification**
   7.1 **Assignment.** Grantee may neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

   7.2 **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.

   7.3 **Waiver.** If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or the State's right to subsequently enforce it.

   7.4 **Agreement Complete.** This Agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

   7.5 **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

   7.6 **Certification.** By signing this Agreement, Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

8. **Liability and Indemnification.** Each party is responsible for its own acts, omissions, and the results thereof to the extent authorized by law and will not be responsible for the acts or omissions of others, or the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of Grantee. Notwithstanding the foregoing, Grantee will indemnify, hold harmless, and defend (to the extent permitted by the Minnesota Attorney General) the State against any claims, causes of actions, damages, costs (including reasonable attorneys' fees), and expenses arising in connection with the services performed under this Agreement, asserted by, or resulting from the acts or omissions of, Grantee's contractors, consultants, agents or other third parties under the direct control of Grantee.

9. **State Audits.** Under Minn. Stat. § 16B.98 Subd. 8, the books, records, documents, and accounting procedures and practices of Grantee, or those of any other party relevant to this Agreement, or transactions resulting from this Agreement, are subject to examination by the State and/or the State Auditor, Legislative Auditor, or Attorney General as appropriate, for a minimum of six (6) years from: (1) the expiration or termination of this Agreement, (2) the receipt and approval of all final reports, or (3) the period of time required to satisfy all state and program retention requirements (available at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=10358099), whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

10. **Government Data Practices and Intellectual Property Rights**
    10.1 **Government Data Practices.** Grantee and the State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Grantee under this Agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by

either Grantee or the State. If Grantee receives a request to release the data referred to herein, Grantee must immediately notify the State and consult with the State as to how Grantee should respond to the request. Grantee's response to the request must comply with applicable law.

10.2 **Intellectual Property Rights.**

10.2.1 **Ownership.** The State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and Documents created and paid for under this Agreement. "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by Grantee, its employees, agents and subcontractors, either individually or jointly with others in the performance of this Agreement. Works includes Documents. "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks or other materials, whether in tangible or electronic forms, prepared by Grantee, its employees, agents or subcontractors, in the performance of this Agreement. The Documents will be the State's exclusive property, and Grantee must immediately return all such Documents to the State upon completion or cancellation of this Agreement. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." Grantee assigns all right, title and interest it may have in the Works and the Documents to the State. Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

10.2.2 **Obligations**

10.2.2.1 **Notification**. Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by Grantee, including its employees and subcontractors, in the performance of this Agreement, Grantee will immediately give the State's Authorized Representative written notice thereof and must promptly furnish the State's Authorized Representative with complete information and/or disclosure thereon.

10.2.2.2 **Representation**. Grantee must perform all acts and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State and that neither Grantee nor its employees, agents or subcontractors retain any interest in and to the Works and Documents. Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Other indemnification obligations of this Agreement notwithstanding, Grantee will indemnify, defend, to the extent permitted by the Attorney General, and hold harmless the State from any action or claim brought against the State to the extent such action is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorneys' fees. If such a claim or action arises, or in either party's opinion is likely to arise, Grantee, at the State's discretion, must either: (1) procure for the State the right or license to use the intellectual property rights at issue, or (2) replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of State will be in addition to and not exclusive of other remedies provided by law.

11. **Workers' Compensation**. Grantee certifies that it is in compliance with Minn. Stat. §176.181 subd. 2, pertaining to workers' compensation insurance coverage. Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of Grantee's employees, as well as any claims made by any third party as a consequence of any act or omission on the part of Grantee's employees are in no way the State's obligation or responsibility.

12. **Publicity and Endorsement**

12.1 **Publicity.** Any publicity regarding the subject matter of this Agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized

Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Agreement. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on Grantee's website when practicable.

12.2 **Endorsement.** Grantee must not claim that the State endorses its products or services.

13. **Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14. **Termination; Suspension**

14.1 **Termination.** The State or Commissioner of Administration may unilaterally terminate this Agreement at any time, with or without cause, upon written notice to Grantee. Upon termination, Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 **Termination for Cause.** The State may immediately terminate this Agreement if the State finds that there has been a failure to comply with the provisions of this Agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 **Termination for Insufficient Funding.** The State may immediately terminate this Agreement if:

14.3.1 It does not obtain funding from the Minnesota Legislature; or

14.3.2 If funding cannot be continued at a level sufficient to pay for the services contracted for under this Agreement. Termination must be by written or fax notice to Grantee. The State is not obligated to pay for any services that are performed after notice and effective date of termination. However, Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

14.4 **Suspension.** The State may immediately suspend this Agreement:

14.4.1 In the event of a total or partial government shutdown due to its failure to pass an approved budget by the legal deadline. Asset Acquisitions completed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment; or

14.4.2 If funding is canceled, withdrawn, or terminated, the State may suspend its performance until funding is restored. Suspension of performance under these circumstances will be temporary until funds become available again and does not release the State from its obligations under this Agreement.

15. **Data Disclosure.** Under [Minn. Stat. § 270C.65](https://www.revisor.mn.gov/statutes/cite/270C.65) subd. 3, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

16. **Fund Use Prohibited.** Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a state contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent Grantee from utilizing these funds to pay any party who might be disqualified or debarred after Grantee has been awarded funds for the Project. For a list of disqualified or debarred vendors, see www.mmd.admin.state.mn.us/debarredreport.asp.

17. **Discrimination Prohibited by Minnesota Statutes §181.59.** Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Grantee agrees that:
    - 17.1 In the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Grantee, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;
    - 17.2 No Grantee, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified herein, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color;
    - 17.3 A violation of this Section is a misdemeanor; and
    - 17.4 This Agreement may be canceled or terminated by the State, or any county, city, town, township, school, school district or any other person authorized to enter into agreements for employment, and all money due, or to become due under said agreements, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

18. **Limitation.** Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by Grantee, however, Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

19. **Telecommunications Certification.** By signing this Agreement, Grantee certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, Grantee will not use funding covered by this Agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Grantee will include this certification as a flow down clause in any contract related to this Agreement.

20. **Title VI/Non-discrimination Assurances.** Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. The State may conduct a review of Grantee's compliance with this provision. Grantee must cooperate with the State throughout the review process by supplying all requested information and documentation to the State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by the State.

21. **Additional Provisions**
    [Intentionally left blank.]

[The remainder of this page has intentionally been left blank.]

MnDOT ENCUMBRANCE VERIFICATION
The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05.
By:
Date:
SWIFT Contract #______________________________

SWIFT Purchase Order # ________________________

COMMISSIONER OF TRANSPORTATION as delegated

By:

Date:

GRANTEE
Grantee certifies that the appropriate person(s) have executed the Agreement on behalf of Grantee as required by applicable articles, bylaws, resolutions, or ordinances.
By:____

Title:____

Date:____

By:____

Title:____

Date:____

MnDOT CONTRACT MANAGEMENT

By:

Date:

EXHIBIT A

ITASCA COUNTY

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

11/20/2025

Mr. Jason Radde, P.E.
Regional Airport Engineer
MnDOT Department of Aeronautics
395 John Ireland Blvd
Main Stop 410
St. Paul, MN 55155

Subject: **State Grant Request- Bowstring Municipal Airport A/D Building Utilities**

Dear Mr. Radde,

On behalf of Bowstring Municipal Airport and Itasca County, this request is being made for a State Grant for the above referenced project at Bowstring Municipal Airport. The Grant request items are as follows:

Grant Item	Total Amount	State Share	Local Share
A/D Building Utilities (Estimated Construction Cost)	$10,000.00	$9,000.00	$1,0000.00
Total Project Cost	$10,000.00	$9,000.00	$1,000.00

<u>The total amount of State dollars being requested is $9,000.00.</u>

The following items are attached to this grant request letter to assist in the processing of this application:
State Cost Split (A/D Building Utilities)

Please contact me at (218) 327-7363 if you have any questions regarding this request.

Sincerely,

Brett Skyles, County Administrator
Itasca County

cc: Jerry Bolin, Karvakko Engineering, Inc.

EXHIBIT B

Airport: Bowstring Municipal Airport
Ident: 9Y0
Sponsor: Itasca County
State Project: A3115-14
State Agreement #: 1061926
Description: A/D Building Utilities
Version Date: 12/4/2025

Construction	Description	Total	State Funding Rate	State	Local
	A/D Building Utilities (Construction Estimate)	$ 10,000.00	90%	$ 9,000.00	$ 1,000.00
		$ -	0%	$ -	$ -
		$ -	0%	$ -	$ -
	CONSTRUCTION SUBTOTAL	**$ 10,000.00**		**$ 9,000.00**	**$ 1,000.00**

Engineering	Description	Total		State	Local
		$ -	90%	$ -	$ -
			90%	$ -	$ -
		$ -	0%	$ -	$ -
	ENGINEERING SUBTOTAL	**$ -**		**$ -**	**$ -**

Administration	Description	Total		State	Local
		$ -	0%	$ -	$ -
		$ -	0%	$ -	$ -
		$ -	0%	$ -	$ -
	ADMINISTRATION SUBTOTAL	**$ -**		**$ -**	**$ -**

		Total		State	Local
	Grant Amounts	**$ 10,000.00**		**$ 9,000.00**	**$ 1,000.00**
	Grant Percentages	**100.00%**		**90.00%**	**10.00%**

RESOLUTION APPROVING
STATE AIRPORT FUND GRANT AGREEMENT
WITH THE MINNESOTA DEPARTMENT OF TRANSPORTATION

It is resolved by the **City of Bowstring** as follows:

- That it has applied for and been awarded a State Airport Fund grant by the Minnesota Department of Transportation, Agreement Number **1061926** ("Agreement");
- That it hereby agrees to the terms and conditions of the Agreement; and
- That the proper signing officers are hereby authorized to execute the above-referenced Agreement and any amendments thereto on behalf of the **City of Bowstring**.

Adopted by the________________________ on this ____ day of ______________, ______.
[GRANTEE NAME]

By:

Print Name:

Title/Date:

ATTESTATION:
(different authorized signer than above)

By:

Print Name:

Title/Date:

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

Tuesday, January 13, 2026

REQUEST FOR BOARD ACTION: RBA-2026-26

DEPARTMENT: Administrative Services **TIME REQUESTED:**
PRESENTER:

AGENDA ITEM:
State Airport Fund Grant Agreement #1061929 - Bowstring Airport

BOARD ACTION REQUESTED:
Approve the submission of the State Airport Fund Grant Agreement 9Y0-A3115-15 and necessary signatures.

BACKGROUND:
The Total amount of the Grant is $400,000. The State Share is $360,000 and the County Share is $40,000.
*SRE & A/D Building Design - $37,500
*SRE & AD Construction Cost - $362,500
TOTAL = $400,000

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. STATE-AGRMNT&RES-9Y0-A3115-15

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Casey Venema
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, January 13, 2026

RESOLUTION 2026-9

RE: STATE AIRPORT FUND GRANT AGREEMENT WITH THE MINNESOTA DEPARTMENT OF TRANSPORTATION

BE IT RESOLVED: The City of Bowstring as follows:

WHEREAS, it has applied for and been awarded a State Airport Fund grand by the Minnesota Department of Transportation, Agreement Number 1061929.

WHEREAS, That it hereby agrees to the terms and conditions of the Agreement; and

NOW THEREFORE BE IT RESOLVED, that the proper signing offiers are herebgy authorized to execute the above-referenced Agreement and any amendments thereti in behalf of the City of Bowstring.

Adopted by the Itasca County Board on this 13th day of January, 2026.

By:

Print Name: Cory Smith
Title/Date: Board Chair/1/13/2026

ATTESTATION:

By:

Print Name: Shelley Kebart
Title/Date: Clerk of the County Board/1/13/2026

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

STATE OF MINNESOTA)
County of Itasca) ss.
Office of County Administrator)

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in this office on January 13, 2026 and that the same is a true and correct copy of the whole thereof.

Administrator

STATE OF MINNESOTA
STATE AIRPORTS FUND
GRANT AGREEMENT

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and the **City of Bowstring, 47020 County Road 175, Deer River, MN 56636-2925** ("Grantee").

RECITALS

1. Minnesota Statutes Chapter 360 authorizes State to provide financial assistance to eligible airport sponsors for the acquisition, construction, improvement, marketing, maintenance, or operation of airports and other air navigation facilities.
2. Grantee owns, operates, controls, or desires to own an airport ("Airport") in the state system, and Grantee desires financial assistance from the State for an airport improvement project (State Project #3115-15) ("Project").
3. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to Minn.Stat.§16B.98, Subd.1, Grantee agrees to minimize administrative costs as a condition of this Agreement.

AGREEMENT TERMS

1. **Term of Agreement, Survival of Terms, Project Plans, and Incorporation of Exhibits**
   1.1 **Effective Date.** This Agreement will be effective on the date the State obtains all required signatures under Minn. Stat.§16B.98, Subd. 5. As required by Minn.Stat.§16B.98 Subd. 7, no payments will be made to Grantee until this Agreement is fully executed. Grantee must not begin work under this Agreement until it is fully executed and Grantee has been notified by the State to begin the work**.**

   1.2 **Expiration Date.** This Agreement will expire on **June 30th, 2030,** or when all obligations have been satisfactorily fulfilled, whichever occurs first.

   1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: Airport Operations, Maintenance and Conveyance; Transfer of Interest; Indemnification; State Audits; Government Data Practices and Intellectual Property; Workers Compensation; Publicity and Endorsement; Governing Law, Jurisdiction and Venue; and Data Disclosure.

   1.4 **Project Plans, Specifications, Descriptions.** Grantee has provided the State with the plans, specifications, and a detailed description of the Project which are on file with the State's Office of Aeronautics and are incorporated into this Agreement by reference.

   1.5 **Exhibits.** Exhibit(s) **A** through **B are** attached and incorporated into this Agreement.

2. **Grantee's Duties**
   2.1 **Project Completion and Changes.** Grantee will complete the Project in accordance with the plans, specifications, and detailed description of the Project. Grantee will notify State's Authorized Representative in advance of any meetings taking place relating to the Project. Any changes to the plans or specifications of the Project after the effective date of this Agreement will be valid only if made by written amendment signed by the same parties who executed the original agreement, or their successors in office.

   2.2 **Registered Engineer Designation.** If the Project involves construction, Grantee will designate a registered engineer to oversee the Project work. If, with the State's approval, Grantee elects not to have such services performed by a registered engineer, then Grantee will designate another responsible person to oversee such work.

   2.3 **Policy Compliance.** Grantee will comply with all the required grants management policies and procedures of Minn.Stat.§16B.97, Subd. 4(a)(1).

2.4 **Publication of Grantee Contact Information.** Under Minnesota Statute § 16B.98, if a grantee has a website, the names and contact information for the grant administrator(s) and organization's leadership must be clearly published.

2.5 **Asset Monitoring.** If Grantee uses funds obtained through this Agreement to acquire a capital asset, the Grantee is required to use that asset for a public aeronautical purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this Agreement without prior written consent of the State and an amendment to this Agreement executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

2.6 **Airport Operations, Maintenance, and Conveyance.** Pursuant to Minnesota Statutes §360.305, subd. 4(d)(1), Grantee must operate the Airport as a licensed, municipally-owned public airport at all times of the year for a period of **20 years** from the date Grantee receives final reimbursement under this Agreement. The Airport must be maintained in a safe, serviceable manner for public aeronautical purposes only.

2.7 **Transfer of Interest.** Without prior written approval from the State, Grantee will not transfer, convey, encumber, assign, or abandon its interest in the Airport or in any real or personal property purchased or improved under this Agreement. If the State approves such a transfer or change in use, the State may impose, at its sole discretion, conditions and/or restrictions on such transfer, with which Grantee must comply.

3. **Time.** Grantee must comply with all the time requirements described in this Agreement. In the performance of this Agreement, time is of the essence.

4. **Cost Participation and Payment**

4.1 **Cost Participation.** Costs for the Project will be proportionate and allocated accordingly between the federal government, the State, and Grantee as described in Exhibit B.

4.1.1 **Federal Funding.** No federal funds are authorized for the Project. In the event federal reimbursement becomes available for the Project, the State will be entitled to recover from such federal funds an amount not to exceed the state funds advanced for this Project. No more than 95% of the amount due under this Agreement will be paid by the State until the State determines that Grantee has complied with all terms of this Agreement and furnished all necessary records.

4.2 **Sufficiency of Funds**. Pursuant to Minnesota Rule 8800.2500, Grantee certifies that: (1) it presently has sufficient unencumbered funds available to pay for its share of the Project; (2) it has the legal authority to engage in the Project as proposed; and (3) the Project will be completed without undue delay.

4.3 **Total Obligation.** The State's total obligation for all compensation and reimbursements to Grantee under this Agreement will not exceed **$360,000.00**

4.4 **Payment**

4.4.1 **Invoices.** Grantee will submit invoices for payment by credit application via email. The form Grantee will use to submit invoices can be found on the Airport development forms website: https://www.dot.state.mn.us/aero/airportdevelopment/forms.html. The State's Authorized Representative, as named in this Agreement, will review each invoice against the approved grant budget and grant expenditures to-date before approving payment. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: **Upon completion of the services.**

4.4.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at the State's discretion.

4.4.3 **Expiration of Reimbursement.** Grantee must submit all final invoices for reimbursement no later than ninety (90) calendar days after the expiration date of this Agreement. Any invoices received after this 90-day period will not be eligible for payment.

4.4.4 **State's Payment Requirements**. The State will promptly pay all valid obligations under this Agreement as required by Minnesota Statutes §16A.124. The State will make undisputed payments no later than thirty (30) days after receiving Grantee's invoices for services performed. If an invoice is incorrect, defective or

otherwise improper, the State will notify Grantee within ten (10) days of discovering the error. After the State receives the corrected invoice, the State will pay Grantee within thirty (30) days of receipt of such invoice.

4.4.5 **Grantee Payment Requirements.** Grantee must pay all Project contractors promptly. Grantee will make undisputed payments no later than thirty (30) days after receiving an invoice. If an invoice is incorrect, defective, or otherwise improper, Grantee will notify the contractor within ten (10) days of discovering the error. After Grantee receives the corrected invoice, Grantee will pay the contractor within thirty (30) days of receipt of such invoice.

4.4.6 **Grant Monitoring Visit and Financial Reconciliation**. If the State's total obligation is greater than $50,000.00, the State will conduct at least one monitoring visit and financial reconciliation of Grantee's expenditures. If the State's total obligation is greater than $250,000.00, the State will conduct annual monitoring visits and financial reconciliations of Grantee's expenditures.

4.4.6.1 The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which state employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided notice prior to any monitoring visit or financial reconciliation.

4.4.6.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by the State.

4.4.6.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.

4.4.7 **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

4.4.8 **Closeout Deliverables.** At the close of the Project, Grantee must provide the following deliverables to the State before the final payment will be released by the State:

4.4.8.1 Electronic files of construction plans as both PDF and MicroStation compatible formats.

4.4.8.2 Electronic files of as-builts as both PDF and MicroStation compatible formats.

4.4.8.3 Electronic files of planning documents, including without limitation, airport layout plans and airport zoning plans, as PDF, MicroStation and GIS compatible formats.

4.5 **Contracting and Bidding Requirements.** Prior to publication, Grantee will submit to the State all solicitations for work to be funded by this Agreement. Prior to execution, Grantee will submit to the State all contracts and subcontracts between Grantee and third parties to be funded by this Agreement. The State's Authorized Representative has the sole right to approve, disapprove, or modify any solicitation, contract, or subcontract submitted by Grantee. All contracts and subcontracts between Grantee and third parties must contain all applicable provisions of this Agreement. The State's Authorized Representative will respond to a solicitation, contract, or subcontract submitted by Grantee within ten (10) business days.

5. **Conditions of Payment.** All services provided by Grantee under this Agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law. No more than 95% of the amount due to Grantee under this Agreement will be paid by the State until it determines that Grantee has complied with all terms and conditions of this Agreement and has furnished all necessary records. In the event the Airport fails to pass any periodic inspection conducted by a representative of the State's Office of Aeronautics, Grantee will not receive payment under this Agreement until all deficiencies identified by any such inspection have been rectified to the Office of Aeronautics' satisfaction.

6. **Authorized Representatives**
   6.1 The State's Authorized Representative is:
   Jason Radde, Senior Engineer - Central, 395 JOHN IRELAND BOULEVARD, MS 410 ST. PAUL, MINNESOTA 55155-1800, 612-718-9158, jason.radde@state.mn.us, or their successor. The State's Authorized Representative, or their designee, is responsible for monitoring Grantee's performance and is authorized to accept the services provided under this Agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

   6.2 Grantee's Authorized Representative is:
   Gail Guck, Grant Liaison, 47020 County Road 175, Deer River, MN 56636-2925, (218) 244-6328, Gail.Guck@co.itasca.mn.us, or their successor. If Grantee's Authorized Representative changes at any time during the term of this agreement, Grantee must immediately notify the State.

7. **Assignment; Amendments; Waiver; Agreement Complete; Electronic Records; Certification**
   7.1 **Assignment.** Grantee may neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

   7.2 **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.

   7.3 **Waiver.** If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or the State's right to subsequently enforce it.

   7.4 **Agreement Complete.** This Agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

   7.5 **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

   7.6 **Certification.** By signing this Agreement, Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

8. **Liability and Indemnification.** Each party is responsible for its own acts, omissions, and the results thereof to the extent authorized by law and will not be responsible for the acts or omissions of others, or the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of Grantee. Notwithstanding the foregoing, Grantee will indemnify, hold harmless, and defend (to the extent permitted by the Minnesota Attorney General) the State against any claims, causes of actions, damages, costs (including reasonable attorneys' fees), and expenses arising in connection with the services performed under this Agreement, asserted by, or resulting from the acts or omissions of, Grantee's contractors, consultants, agents or other third parties under the direct control of Grantee.

9. **State Audits.** Under Minn. Stat. § 16B.98 Subd. 8, the books, records, documents, and accounting procedures and practices of Grantee, or those of any other party relevant to this Agreement, or transactions resulting from this Agreement, are subject to examination by the State and/or the State Auditor, Legislative Auditor, or Attorney General as appropriate, for a minimum of six (6) years from: (1) the expiration or termination of this Agreement, (2) the receipt and approval of all final reports, or (3) the period of time required to satisfy all state and program retention requirements (available at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=10358099), whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

10. **Government Data Practices and Intellectual Property Rights**
    10.1 **Government Data Practices.** Grantee and the State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Grantee under this Agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by

either Grantee or the State. If Grantee receives a request to release the data referred to herein, Grantee must immediately notify the State and consult with the State as to how Grantee should respond to the request. Grantee's response to the request must comply with applicable law.

10.2 **Intellectual Property Rights.**

10.2.1 **Ownership.** The State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and Documents created and paid for under this Agreement. "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by Grantee, its employees, agents and subcontractors, either individually or jointly with others in the performance of this Agreement. Works includes Documents. "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks or other materials, whether in tangible or electronic forms, prepared by Grantee, its employees, agents or subcontractors, in the performance of this Agreement. The Documents will be the State's exclusive property, and Grantee must immediately return all such Documents to the State upon completion or cancellation of this Agreement. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." Grantee assigns all right, title and interest it may have in the Works and the Documents to the State. Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

10.2.2 **Obligations**

10.2.2.1 **Notification**. Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by Grantee, including its employees and subcontractors, in the performance of this Agreement, Grantee will immediately give the State's Authorized Representative written notice thereof and must promptly furnish the State's Authorized Representative with complete information and/or disclosure thereon.

10.2.2.2 **Representation**. Grantee must perform all acts and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State and that neither Grantee nor its employees, agents or subcontractors retain any interest in and to the Works and Documents. Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Other indemnification obligations of this Agreement notwithstanding, Grantee will indemnify, defend, to the extent permitted by the Attorney General, and hold harmless the State from any action or claim brought against the State to the extent such action is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorneys' fees. If such a claim or action arises, or in either party's opinion is likely to arise, Grantee, at the State's discretion, must either: (1) procure for the State the right or license to use the intellectual property rights at issue, or (2) replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of State will be in addition to and not exclusive of other remedies provided by law.

11. **Workers' Compensation**. Grantee certifies that it is in compliance with Minn. Stat. §176.181 subd. 2, pertaining to workers' compensation insurance coverage. Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of Grantee's employees, as well as any claims made by any third party as a consequence of any act or omission on the part of Grantee's employees are in no way the State's obligation or responsibility.

12. **Publicity and Endorsement**

12.1 **Publicity.** Any publicity regarding the subject matter of this Agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized

Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Agreement. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on Grantee's website when practicable.

12.2 **Endorsement.** Grantee must not claim that the State endorses its products or services.

13. **Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14. **Termination; Suspension**

14.1 **Termination.** The State or Commissioner of Administration may unilaterally terminate this Agreement at any time, with or without cause, upon written notice to Grantee. Upon termination, Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 **Termination for Cause.** The State may immediately terminate this Agreement if the State finds that there has been a failure to comply with the provisions of this Agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 **Termination for Insufficient Funding.** The State may immediately terminate this Agreement if:

14.3.1 It does not obtain funding from the Minnesota Legislature; or

14.3.2 If funding cannot be continued at a level sufficient to pay for the services contracted for under this Agreement. Termination must be by written or fax notice to Grantee. The State is not obligated to pay for any services that are performed after notice and effective date of termination. However, Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

14.4 **Suspension.** The State may immediately suspend this Agreement:

14.4.1 In the event of a total or partial government shutdown due to its failure to pass an approved budget by the legal deadline. Asset Acquisitions completed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment; or

14.4.2 If funding is canceled, withdrawn, or terminated, the State may suspend its performance until funding is restored. Suspension of performance under these circumstances will be temporary until funds become available again and does not release the State from its obligations under this Agreement.

15. **Data Disclosure.** Under Minn. Stat. § 270C.65 subd. 3, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

16. **Fund Use Prohibited.** Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a state contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent Grantee from utilizing these funds to pay any party who might be disqualified or debarred after Grantee has been awarded funds for the Project. For a list of disqualified or debarred vendors, see www.mmd.admin.state.mn.us/debarredreport.asp.

17. **Discrimination Prohibited by Minnesota Statutes §181.59.** Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Grantee agrees that:
    17.1 In the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Grantee, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;

    17.2 No Grantee, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified herein, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color;

    17.3 A violation of this Section is a misdemeanor; and

    17.4 This Agreement may be canceled or terminated by the State, or any county, city, town, township, school, school district or any other person authorized to enter into agreements for employment, and all money due, or to become due under said agreements, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

18. **Limitation.** Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by Grantee, however, Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

19. **Telecommunications Certification.** By signing this Agreement, Grantee certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, Grantee will not use funding covered by this Agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Grantee will include this certification as a flow down clause in any contract related to this Agreement.

20. **Title VI/Non-discrimination Assurances.** Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. The State may conduct a review of Grantee's compliance with this provision. Grantee must cooperate with the State throughout the review process by supplying all requested information and documentation to the State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by the State.

21. **Additional Provisions**
    [Intentionally left blank.]

[The remainder of this page has intentionally been left blank.]

MnDOT ENCUMBRANCE VERIFICATION
The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05.
By:
Date:
SWIFT Contract #______________________________

SWIFT Purchase Order # ________________________

GRANTEE
Grantee certifies that the appropriate person(s) have executed the Agreement on behalf of Grantee as required by applicable articles, bylaws, resolutions, or ordinances.
By:____

Title:____

Date:____

By:____

Title:____

Date:____

COMMISSIONER OF TRANSPORTATION as delegated

By:

Date:

MnDOT CONTRACT MANAGEMENT

By:

Date:

EXHIBIT A

ITASCA COUNTY

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

November 20, 2025

Mr. Jason Radde, P.E.
Regional Airport Engineer
MnDOT Department of Aeronautics
395 John Ireland Blvd
Main Stop 410
St. Paul, MN 55155

Subject: **State Grant Request- Bowstring Municipal Airport SRE & A/D Building Design**

Dear Mr. Radde,
On behalf of Bowstring Municipal Airport and Itasca County, this request is being made for a State Grant for the above referenced project at Bowstring Municipal Airport. The Grant request items are as follows:

Grant Item	Total Amount	State Share	Local Share
Karvakko-Itasca County/Bowstring Municipal Airport Agreement (SRE & A/D Building Design)	$37,500.00	$33,750.00	$3,750.00
SRE & A/D Building (Estimated Construction Cost)	$362,500.00	$326,250.00	$36,250.00
Total Project Cost	$400,000.00	$360,000.00	$40,000.00

The total amount of State dollars being requested is $400,000.00.

The following items are attached to this grant request letter to assist in the processing of this application:

- Karvakko- Itasca County/Bowstring Municipal Airport Agreement (SRE & A/D Building Design)
- State Cost Split (SRE & A/D Building Design)

Please contact me at (218) 327-7363 if you have any questions regarding this request.

Sincerely,

Brett Skyles, County Administrator
Itasca County

cc: Jerry Bolin, Karvakko Engineering, Inc.

EXHIBIT B

Airport: Bowstring Municipal Airport
Ident: 9Y0
Sponsor: Itasca County
State Project: A3115-15
State Agreement #: 1061929
Description: SRE & A/D Building Design
Version Date: 12/4/2025

Equipment	Description	Total	State Funding Rate	State	Local
		$ -	90%	$ -	$ -
		$ -	0%	$ -	$ -
		$ -	0%	$ -	$ -
	CONSTRUCTION SUBTOTAL	**$ -**		**$ -**	**$ -**

Engineering	Description	Total		State	Local
	Karvakko Engineering- Itasca County/Bowstring Municipal Airport Agreement (SRE & A/D Building- Design)	$ 37,500.00	90%	$ 33,750.00	$ 3,750.00
	SRE & A/D Building	$ 362,500.00	90%	$ 326,250.00	$ 36,250.00
		$ -	0%	$ -	$ -
	ENGINEERING SUBTOTAL	**$ 400,000.00**		**$ 360,000.00**	**$ 40,000.00**

Administration	Description	Total		State	Local
		$ -	0%	$ -	$ -
		$ -	0%	$ -	$ -
		$ -	0%	$ -	$ -
	ADMINISTRATION SUBTOTAL	**$ -**		**$ -**	**$ -**

		Total		State	Local
	Grant Amounts	**$ 400,000.00**		**$ 360,000.00**	**$ 40,000.00**
	Grant Percentages	**100.00%**		**90.00%**	**10.00%**

RESOLUTION APPROVING
STATE AIRPORT FUND GRANT AGREEMENT
WITH THE MINNESOTA DEPARTMENT OF TRANSPORTATION

It is resolved by the **City of Bowstring** as follows:

- That it has applied for and been awarded a State Airport Fund grant by the Minnesota Department of Transportation, Agreement Number **1061929** ("Agreement");
- That it hereby agrees to the terms and conditions of the Agreement; and
- That the proper signing officers are hereby authorized to execute the above-referenced Agreement and any amendments thereto on behalf of the **City of Bowstring**.

Adopted by the________________________ on this ____ day of ______________, ______.
[GRANTEE NAME]

By:

Print Name:

Title/Date:

ATTESTATION:
(different authorized signer than above)

By:

Print Name:

Title/Date:

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

Tuesday, January 13, 2026

REQUEST FOR BOARD ACTION: RBA-2026-27

DEPARTMENT: Administrative Services **TIME REQUESTED:**
PRESENTER:

AGENDA ITEM:
State Airport Fund Grant Agreement #1062079 - Bowstring Airport

BOARD ACTION REQUESTED:
Approve the submission of the State Airport Fund Grant Agreement 9Y0-A3115-16 and necessary signatures.

BACKGROUND:
Total amount of Grant is $50,000. The State Share is $30,000 and the County Share is $20,000.
*Hangar Site Prep Design - $10,000
*Estimated Construction Cost - $40,000
Total =$50,000

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. STATE-AGRMNT&RES-9Y0-A3115-16

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Casey Venema
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, January 13, 2026

RESOLUTION 2026-10

RE: STATE AIRPORT FUND GRANT AGREEMENT WITH THE MINNESOTA DEPARTMENT OF TRANSPORTATION

BE IT RESOLVED, by the City of Bowstring as follows:

WHEREAS, That it has applied for and been awarded a State Airport Fund grant by the Minnesota Department of
Transportation, Agreement Number 1062079.

WHEREAS, That it hereby agrees to the terms and conditions of the Agreement; and

NOW THEREFORE BE IT RESOLVED, That the proper signing officers are hereby authorized to execute the above-referenced Agreement and any
amendments thereto on behalf of the City of Bowstring.

Adopted by the Itasca County Board on this 13th day of January, 2026.

By:

Print Name: Cory Smith
Title/Date: Board Chair/1/13/2026

ATTESTATION:

By:

Print Name: Shelley Kebart
Title/Date: Clerk of the County Board/1/13/2026

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

STATE OF MINNESOTA)
County of Itasca) ss.
Office of County Administrator)

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in this office on January 13, 2026 and that the same is a true and correct copy of the whole thereof.

Administrator

STATE OF MINNESOTA
STATE AIRPORTS FUND
GRANT AGREEMENT

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and the City of Bowstring, 47020 County Road 175, Deer River, MN 56636-2925 ("Grantee").

RECITALS

1. Minnesota Statutes Chapter 360 authorizes State to provide financial assistance to eligible airport sponsors for the acquisition, construction, improvement, marketing, maintenance, or operation of airports and other air navigation facilities.
2. Grantee owns, operates, controls, or desires to own an airport ("Airport") in the state system, and Grantee desires financial assistance from the State for an airport improvement project (State Project #3115-16) ("Project").
3. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to Minn.Stat.§16B.98, Subd.1, Grantee agrees to minimize administrative costs as a condition of this Agreement.

AGREEMENT TERMS

1. **Term of Agreement, Survival of Terms, Project Plans, and Incorporation of Exhibits**
   1.1 **Effective Date.** This Agreement will be effective on the date the State obtains all required signatures under Minn. Stat.§16B.98, Subd. 5. As required by Minn.Stat.§16B.98 Subd. 7, no payments will be made to Grantee until this Agreement is fully executed. Grantee must not begin work under this Agreement until it is fully executed and Grantee has been notified by the State to begin the work**.**

   1.2 **Expiration Date.** This Agreement will expire on **June 30th, 2030,** or when all obligations have been satisfactorily fulfilled, whichever occurs first.

   1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: Airport Operations, Maintenance and Conveyance; Transfer of Interest; Indemnification; State Audits; Government Data Practices and Intellectual Property; Workers Compensation; Publicity and Endorsement; Governing Law, Jurisdiction and Venue; and Data Disclosure.

   1.4 **Project Plans, Specifications, Descriptions.** Grantee has provided the State with the plans, specifications, and a detailed description of the Project which are on file with the State's Office of Aeronautics and are incorporated into this Agreement by reference.

   1.5 **Exhibits.** Exhibit(s) **A** through **B are** attached and incorporated into this Agreement.

2. **Grantee's Duties**
   2.1 **Project Completion and Changes.** Grantee will complete the Project in accordance with the plans, specifications, and detailed description of the Project. Grantee will notify State's Authorized Representative in advance of any meetings taking place relating to the Project. Any changes to the plans or specifications of the Project after the effective date of this Agreement will be valid only if made by written amendment signed by the same parties who executed the original agreement, or their successors in office.

   2.2 **Registered Engineer Designation.** If the Project involves construction, Grantee will designate a registered engineer to oversee the Project work. If, with the State's approval, Grantee elects not to have such services performed by a registered engineer, then Grantee will designate another responsible person to oversee such work.

   2.3 **Policy Compliance.** Grantee will comply with all the required grants management policies and procedures of Minn.Stat.§16B.97, Subd. 4(a)(1).

2.4 **Publication of Grantee Contact Information.** Under Minnesota Statute § 16B.98, if a grantee has a website, the names and contact information for the grant administrator(s) and organization's leadership must be clearly published.

2.5 **Asset Monitoring.** If Grantee uses funds obtained through this Agreement to acquire a capital asset, the Grantee is required to use that asset for a public aeronautical purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this Agreement without prior written consent of the State and an amendment to this Agreement executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

2.6 **Airport Operations, Maintenance, and Conveyance.** Pursuant to Minnesota Statutes §360.305, subd. 4(d)(1), Grantee must operate the Airport as a licensed, municipally-owned public airport at all times of the year for a period of **20 years** from the date Grantee receives final reimbursement under this Agreement. The Airport must be maintained in a safe, serviceable manner for public aeronautical purposes only.

2.7 **Transfer of Interest.** Without prior written approval from the State, Grantee will not transfer, convey, encumber, assign, or abandon its interest in the Airport or in any real or personal property purchased or improved under this Agreement. If the State approves such a transfer or change in use, the State may impose, at its sole discretion, conditions and/or restrictions on such transfer, with which Grantee must comply.

3. **Time.** Grantee must comply with all the time requirements described in this Agreement. In the performance of this Agreement, time is of the essence.

4. **Cost Participation and Payment**

4.1 **Cost Participation.** Costs for the Project will be proportionate and allocated accordingly between the federal government, the State, and Grantee as described in Exhibit B.

4.1.1 **Federal Funding.** No federal funds are authorized for the Project. In the event federal reimbursement becomes available for the Project, the State will be entitled to recover from such federal funds an amount not to exceed the state funds advanced for this Project. No more than 95% of the amount due under this Agreement will be paid by the State until the State determines that Grantee has complied with all terms of this Agreement and furnished all necessary records.

4.2 **Sufficiency of Funds**. Pursuant to Minnesota Rule 8800.2500, Grantee certifies that: (1) it presently has sufficient unencumbered funds available to pay for its share of the Project; (2) it has the legal authority to engage in the Project as proposed; and (3) the Project will be completed without undue delay.

4.3 **Total Obligation.** The State's total obligation for all compensation and reimbursements to Grantee under this Agreement will not exceed **$30,000.00**

4.4 **Payment**

4.4.1 **Invoices.** Grantee will submit invoices for payment by credit application via email. The form Grantee will use to submit invoices can be found on the Airport development forms website: https://www.dot.state.mn.us/aero/airportdevelopment/forms.html. The State's Authorized Representative, as named in this Agreement, will review each invoice against the approved grant budget and grant expenditures to-date before approving payment. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: **Upon completion of the services.**

4.4.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at the State's discretion.

4.4.3 **Expiration of Reimbursement.** Grantee must submit all final invoices for reimbursement no later than ninety (90) calendar days after the expiration date of this Agreement. Any invoices received after this 90-day period will not be eligible for payment.

4.4.4 **State's Payment Requirements**. The State will promptly pay all valid obligations under this Agreement as required by Minnesota Statutes §16A.124. The State will make undisputed payments no later than thirty (30) days after receiving Grantee's invoices for services performed. If an invoice is incorrect, defective or

otherwise improper, the State will notify Grantee within ten (10) days of discovering the error. After the State receives the corrected invoice, the State will pay Grantee within thirty (30) days of receipt of such invoice.

4.4.5 **Grantee Payment Requirements.** Grantee must pay all Project contractors promptly. Grantee will make undisputed payments no later than thirty (30) days after receiving an invoice. If an invoice is incorrect, defective, or otherwise improper, Grantee will notify the contractor within ten (10) days of discovering the error. After Grantee receives the corrected invoice, Grantee will pay the contractor within thirty (30) days of receipt of such invoice.

4.4.6 **Grant Monitoring Visit and Financial Reconciliation**. If the State's total obligation is greater than $50,000.00, the State will conduct at least one monitoring visit and financial reconciliation of Grantee's expenditures. If the State's total obligation is greater than $250,000.00, the State will conduct annual monitoring visits and financial reconciliations of Grantee's expenditures.

4.4.6.1 The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which state employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided notice prior to any monitoring visit or financial reconciliation.

4.4.6.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by the State.

4.4.6.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.

4.4.7 **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

4.4.8 **Closeout Deliverables.** At the close of the Project, Grantee must provide the following deliverables to the State before the final payment will be released by the State:

4.4.8.1 Electronic files of construction plans as both PDF and MicroStation compatible formats.

4.4.8.2 Electronic files of as-builts as both PDF and MicroStation compatible formats.

4.4.8.3 Electronic files of planning documents, including without limitation, airport layout plans and airport zoning plans, as PDF, MicroStation and GIS compatible formats.

4.5 **Contracting and Bidding Requirements.** Prior to publication, Grantee will submit to the State all solicitations for work to be funded by this Agreement. Prior to execution, Grantee will submit to the State all contracts and subcontracts between Grantee and third parties to be funded by this Agreement. The State's Authorized Representative has the sole right to approve, disapprove, or modify any solicitation, contract, or subcontract submitted by Grantee. All contracts and subcontracts between Grantee and third parties must contain all applicable provisions of this Agreement. The State's Authorized Representative will respond to a solicitation, contract, or subcontract submitted by Grantee within ten (10) business days.

5. **Conditions of Payment.** All services provided by Grantee under this Agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law. No more than 95% of the amount due to Grantee under this Agreement will be paid by the State until it determines that Grantee has complied with all terms and conditions of this Agreement and has furnished all necessary records. In the event the Airport fails to pass any periodic inspection conducted by a representative of the State's Office of Aeronautics, Grantee will not receive payment under this Agreement until all deficiencies identified by any such inspection have been rectified to the Office of Aeronautics' satisfaction.

6. **Authorized Representatives**
   6.1 The State's Authorized Representative is:
   Jason Radde, Senior Engineer - Central, 395 JOHN IRELAND BOULEVARD, MS 410 ST. PAUL, MINNESOTA 55155-1800, 612-718-9158, jason.radde@state.mn.us, or their successor. The State's Authorized Representative, or their designee, is responsible for monitoring Grantee's performance and is authorized to accept the services provided under this Agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

   6.2 Grantee's Authorized Representative is:
   Gail Guck, Grant Liaison, 47020 County Road 175, Deer River, MN 56636-2925, (218) 244-6328, gail.guck@co.itasca.mn.us, or their successor. If Grantee's Authorized Representative changes at any time during the term of this agreement, Grantee must immediately notify the State.

7. **Assignment; Amendments; Waiver; Agreement Complete; Electronic Records; Certification**
   7.1 **Assignment.** Grantee may neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

   7.2 **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.

   7.3 **Waiver.** If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or the State's right to subsequently enforce it.

   7.4 **Agreement Complete.** This Agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

   7.5 **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

   7.6 **Certification.** By signing this Agreement, Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

8. **Liability and Indemnification.** Each party is responsible for its own acts, omissions, and the results thereof to the extent authorized by law and will not be responsible for the acts or omissions of others, or the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of Grantee. Notwithstanding the foregoing, Grantee will indemnify, hold harmless, and defend (to the extent permitted by the Minnesota Attorney General) the State against any claims, causes of actions, damages, costs (including reasonable attorneys' fees), and expenses arising in connection with the services performed under this Agreement, asserted by, or resulting from the acts or omissions of, Grantee's contractors, consultants, agents or other third parties under the direct control of Grantee.

9. **State Audits.** Under Minn. Stat. § 16B.98 Subd. 8, the books, records, documents, and accounting procedures and practices of Grantee, or those of any other party relevant to this Agreement, or transactions resulting from this Agreement, are subject to examination by the State and/or the State Auditor, Legislative Auditor, or Attorney General as appropriate, for a minimum of six (6) years from: (1) the expiration or termination of this Agreement, (2) the receipt and approval of all final reports, or (3) the period of time required to satisfy all state and program retention requirements (available at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=10358099), whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

10. **Government Data Practices and Intellectual Property Rights**
    10.1 **Government Data Practices.** Grantee and the State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Grantee under this Agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by

either Grantee or the State. If Grantee receives a request to release the data referred to herein, Grantee must immediately notify the State and consult with the State as to how Grantee should respond to the request. Grantee's response to the request must comply with applicable law.

10.2 **Intellectual Property Rights.**

10.2.1 **Ownership.** The State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and Documents created and paid for under this Agreement. "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by Grantee, its employees, agents and subcontractors, either individually or jointly with others in the performance of this Agreement. Works includes Documents. "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks or other materials, whether in tangible or electronic forms, prepared by Grantee, its employees, agents or subcontractors, in the performance of this Agreement. The Documents will be the State's exclusive property, and Grantee must immediately return all such Documents to the State upon completion or cancellation of this Agreement. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." Grantee assigns all right, title and interest it may have in the Works and the Documents to the State. Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

10.2.2 **Obligations**

10.2.2.1 **Notification**. Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by Grantee, including its employees and subcontractors, in the performance of this Agreement, Grantee will immediately give the State's Authorized Representative written notice thereof and must promptly furnish the State's Authorized Representative with complete information and/or disclosure thereon.

10.2.2.2 **Representation**. Grantee must perform all acts and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State and that neither Grantee nor its employees, agents or subcontractors retain any interest in and to the Works and Documents. Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Other indemnification obligations of this Agreement notwithstanding, Grantee will indemnify, defend, to the extent permitted by the Attorney General, and hold harmless the State from any action or claim brought against the State to the extent such action is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorneys' fees. If such a claim or action arises, or in either party's opinion is likely to arise, Grantee, at the State's discretion, must either: (1) procure for the State the right or license to use the intellectual property rights at issue, or (2) replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of State will be in addition to and not exclusive of other remedies provided by law.

11. **Workers' Compensation**. Grantee certifies that it is in compliance with Minn. Stat. §176.181 subd. 2, pertaining to workers' compensation insurance coverage. Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of Grantee's employees, as well as any claims made by any third party as a consequence of any act or omission on the part of Grantee's employees are in no way the State's obligation or responsibility.

12. **Publicity and Endorsement**

12.1 **Publicity.** Any publicity regarding the subject matter of this Agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized

Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Agreement. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on Grantee's website when practicable.

12.2 **Endorsement.** Grantee must not claim that the State endorses its products or services.

13. **Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14. **Termination; Suspension**

14.1 **Termination.** The State or Commissioner of Administration may unilaterally terminate this Agreement at any time, with or without cause, upon written notice to Grantee. Upon termination, Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 **Termination for Cause.** The State may immediately terminate this Agreement if the State finds that there has been a failure to comply with the provisions of this Agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 **Termination for Insufficient Funding.** The State may immediately terminate this Agreement if:

14.3.1 It does not obtain funding from the Minnesota Legislature; or

14.3.2 If funding cannot be continued at a level sufficient to pay for the services contracted for under this Agreement. Termination must be by written or fax notice to Grantee. The State is not obligated to pay for any services that are performed after notice and effective date of termination. However, Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

14.4 **Suspension.** The State may immediately suspend this Agreement:

14.4.1 In the event of a total or partial government shutdown due to its failure to pass an approved budget by the legal deadline. Asset Acquisitions completed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment; or

14.4.2 If funding is canceled, withdrawn, or terminated, the State may suspend its performance until funding is restored. Suspension of performance under these circumstances will be temporary until funds become available again and does not release the State from its obligations under this Agreement.

15. **Data Disclosure.** Under Minn. Stat. § 270C.65 subd. 3, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

16. **Fund Use Prohibited.** Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a state contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent Grantee from utilizing these funds to pay any party who might be disqualified or debarred after Grantee has been awarded funds for the Project. For a list of disqualified or debarred vendors, see www.mmd.admin.state.mn.us/debarredreport.asp.

17. **Discrimination Prohibited by Minnesota Statutes §181.59.** Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Grantee agrees that:
    17.1 In the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Grantee, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;

    17.2 No Grantee, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified herein, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color;

    17.3 A violation of this Section is a misdemeanor; and

    17.4 This Agreement may be canceled or terminated by the State, or any county, city, town, township, school, school district or any other person authorized to enter into agreements for employment, and all money due, or to become due under said agreements, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

18. **Limitation.** Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by Grantee, however, Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

19. **Telecommunications Certification.** By signing this Agreement, Grantee certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, Grantee will not use funding covered by this Agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Grantee will include this certification as a flow down clause in any contract related to this Agreement.

20. **Title VI/Non-discrimination Assurances.** Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. The State may conduct a review of Grantee's compliance with this provision. Grantee must cooperate with the State throughout the review process by supplying all requested information and documentation to the State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by the State.

21. **Additional Provisions**
    [Intentionally left blank.]

[The remainder of this page has intentionally been left blank.]

MnDOT ENCUMBRANCE VERIFICATION
The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05.
By:
Date:
SWIFT Contract #______________________________

SWIFT Purchase Order # ________________________

COMMISSIONER OF TRANSPORTATION as delegated

By:

Date:

GRANTEE
Grantee certifies that the appropriate person(s) have executed the Agreement on behalf of Grantee as required by applicable articles, bylaws, resolutions, or ordinances.
By:____

Title:____

Date:____

By:____

Title:____

Date:____

MnDOT CONTRACT MANAGEMENT

By:

Date:

EXHIBIT A

ITASCA COUNTY

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

12/9/2025

Mr. Jason Radde, P.E.
Regional Airport Engineer
MnDOT Department of Aeronautics
395 John Ireland Blvd
Main Stop 410
St. Paul, MN 55155

Subject: **State Grant Request- Bowstring Municipal Airport Hangar Site Prep (Design)**

Dear Mr. Radde,

On behalf of Bowstring Municipal Airport and Itasca County, this request is being made for a State Grant for the above referenced project at Bowstring Municipal Airport. The Grant request items are as follows:

Grant Item	Total Amount	State Share	Local Share
Karvakko-Itasca County/Bowstring Municipal Airport Agreement (Hangar Site Prep Design)	$10,000.00	$6,000.00	$4,000.00
Hangar Site Prep (Estimated Construction Cost)	$40,000.00	$24,000.00	$16,000.00
Total Project Cost	$50,000.00	$30,000.00	$20,000.00

The total amount of State dollars being requested is $30,000.00.
The following items are attached to this grant request letter to assist in the processing of this application:

- Karvakko- Itasca County/Bowstring Municipal Airport Agreement (Hangar Site Prep Design)
- State Cost Split (Hangar Site Prep Design)

Please contact me at (218) 327-7363 if you have any questions regarding this request.
Sincerely,

Brett Skyles, County Administrator
Itasca County

cc: Jerry Bolin, Karvakko Engineering, Inc.

EXHIBIT B

Airport: Bowstring Municipal Airport
Ident: 9Y0
Sponsor: Itasca County
State Project: A3115-16
State Agreement #: 1062079
Description: Hangar Site Prep Design
Version Date: 12/18/2025

Construction	Description	Total	State Funding Rate	State	Local
	Hangar Site Preparation Construction (Construction Estimate)	$ 40,000.00	60%	$ 24,000.00	$ 16,000.00
		$ -	0%	$ -	$ -
		$ -	0%	$ -	$ -
	CONSTRUCTION SUBTOTAL	**$ 40,000.00**		**$ 24,000.00**	**$ 16,000.00**

Engineering	Description	Total		State	Local
	Karvakko Engineering- Itasca County/Bowstring Municipal Airport Agreement (Hangar Site Prep Design)	$ 10,000.00	60%	$ 6,000.00	$ 4,000.00
		$ -	0%	$ -	$ -
		$ -	0%	$ -	$ -
	ENGINEERING SUBTOTAL	**$ 10,000.00**		**$ 6,000.00**	**$ 4,000.00**

Administration	Description	Total		State	Local
		$ -	0%	$ -	$ -
		$ -	0%	$ -	$ -
		$ -	0%	$ -	$ -
	ADMINISTRATION SUBTOTAL	**$ -**		**$ -**	**$ -**

		Total		State	Local
	Grant Amounts	**$ 50,000.00**		**$ 30,000.00**	**$ 20,000.00**
	Grant Percentages	**100.00%**		**60.00%**	**40.00%**

RESOLUTION APPROVING
STATE AIRPORT FUND GRANT AGREEMENT
WITH THE MINNESOTA DEPARTMENT OF TRANSPORTATION

It is resolved by the **City of Bowstring** as follows:

- That it has applied for and been awarded a State Airport Fund grant by the Minnesota Department of Transportation, Agreement Number **1062079** ("Agreement");
- That it hereby agrees to the terms and conditions of the Agreement; and
- That the proper signing officers are hereby authorized to execute the above-referenced Agreement and any amendments thereto on behalf of the **City of Bowstring**.

Adopted by the________________________ on this ____ day of ______________, ______.
[GRANTEE NAME]

By:

Print Name:

Title/Date:

ATTESTATION:
(different authorized signer than above)

By:

Print Name:

Title/Date:

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

Tuesday, January 13, 2026

REQUEST FOR BOARD ACTION: RBA-2026-13

DEPARTMENT: Human Resources **TIME REQUESTED:** < 5 Minutes
PRESENTER: Brett Skyles

AGENDA ITEM:
Employee Recognition

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.

Welcome to Thomas Oja, who began as an Attorney in the Attorneys Department effective January 5th, 2026.

Welcome to Rachel Rasmusson, who began as an Attorney in the Attorneys Department effective January 5th, 2026

Welcome to Hailey Anderson, who began as a Dispatcher in the Sheriffs Department, effective January 5th 2026

Welcome Larissa Lawson, who began as Administrative Support in the Recorders Department, effective January 5th, 2026.

Congratulations to Lindsay Staydohar, who transferred from her position as medical support specialist to office support specialist in the Health and Human Services Department effective January 5th 2026

Congratulations to Kenneth Lipscy, who transferred from his position as facility maintenance worker ll to lead custodian in the facilities department, effective January 5th 2026

Congratulations to Lisa Munger, who transferred from her position as a case aide to eligibility specialist in the health and human services department, effective January 4th 2026.

Farewell to Russel Montgomery , whose last day as a Highway Maintenance Sub-foreman in the transportation department was January 2, 2026 after 19 years of service.

Farewell to Brandi Hidde whose last day as a Social Worker in the Health and Human Services Department was January 2nd, 2026 after a year of service.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

01/13/2026

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

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

Tuesday, January 13, 2026

REQUEST FOR BOARD ACTION: RBA-2026-15

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 14, 2026, in the amount of $214,109.20.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner John Johnson
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, January 13, 2026

REQUEST FOR BOARD ACTION: RBA-2026-9

DEPARTMENT: Transportation
TIME REQUESTED: 10 Minutes
PRESENTER: Karin Grandia

AGENDA ITEM:
History of Unorganized Township Roads

BOARD ACTION REQUESTED:
Receive information on the history of Unorganized Township Roads.

BACKGROUND:
See attachments

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. History of UT Policies and Practices - RBA Background
2. 163.06 Taxation in Unorganized Townships
3. 1990 Unorganized Township Road and Bridge Policy
4. 1991 Special legislation
5. 1994 Board Resolution
6. 1999 - Chapter 115 - Special Legislation
7. 2002 Unorganized Township Policy
8. County Attorney Opinion on UT Taxes
9. 2016 Network of Unorganized Township Roads - system creation
10. 2020 Unorganized Township Road Policy
11. 2025 Itasca County Twp Miles Certification
12. Mn Rules 8820.0200
13. Mn Statute 162.081

01/13/2026

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

ITASCA COUNTY

Transportation Department
123 NE 4th Street, Courthouse
Grand Rapids, MN 55744-2600
Office (218) 327-2853   Fax (218) 327-0688

MEMORANDUM

Date: January 13, 2026

To: Itasca County Board of Commissioners

From: Karin Grandia, County Engineer

RE: Unorganized Township Road System

Mn Statute 163.06 – Taxation in Unorganized Townships basically states:

- County Board can levy a tax for road and bridge purposes in an unorganized township
- The tax is additional to the tax which the County may levy for County road and bridge purposes.
- Tax collected must be kept in a separate fund for each UT and be designated as the road and bridge fund for that UT.
- Used for the construction, improvement and maintenance of roads and bridges in the UT for which the tax was collected.

Board Policy and Special Legislation:

1990 – Unorganized Township Road Policy – Generally stated that all non-state aid roads that are the Counties responsibility are to be designated as County Roads and made the tax capacity rate for all of the UT's equal. Also stated that UT revenues be expended on County Roads within the Unorganized Townships and that the expenditures be equally split between UT fund and County Road funds

1991 – Special Legislation (Chapter 110) allowed Itasca County or any township until 1994 to locate, establish and record roads at their maintained widths. Roads could be recorded either as town roads or as county roads.

1994 – County Board resolution to establish all those roads identified on attached maps as County Roads. All non-state aid roads in unorganized townships we labelled county roads, however, unorganized township funds could still be spent on those roads.

1999 – Special legislation (Chapter 115) stating that Itasca County need not keep the UT taxes collected in separate funds and that those monies could be expended in any of the unorganized townships in the County.

2002 – Unorganized Township Policy identifying subgroups for the UT's and reiterating the policy of a 50/50 cost share with CR funds and UT funds

2014 – Memo from Itasca County Attorney's Office which concluded that it is lawful for Itasca County to collect both the County Road and Bridge tax as well as an unorganized township road and bridge tax for the maintenance and construction of roads and bridges in unorganized townships.

2016 – County Board passed a resolution officially designating a network of unorganized township roads.

2020 – Unorganized Township Policy was updated, updating the six sub areas to include Twps. 149-25 & 150-25 (previously Liberty Township) and redefining how maintenance on these roads would be paid for. The policy defines that the County Board will set an annual budget for the unorganized township maintenance expenses. The Transportation Department will determine the actual costs to the UT System after year-end and create a bill for the transfer of funds. The bill will not exceed the budget amount, with any additional costs being covered by the County Road and Bridge fund.

Itasca County Practice:

Every year Itasca County must certify to the State the number of "town roads" that are open for travel a minimum of 8 months of the year. This includes roads in both organized and unorganized townships. The miles certified are used to distribute a percentage of the gas taxes collected by the State for maintenance and construction of town roads.

Prior to 2016, Itasca County certified 50% of the mileage in unorganized townships as unorganized town road miles, based on the Board Policy splitting costs in unorganized townships 50/50. Once a network of roads was identified in 2016, the mileage reported matched the system that was created.

UT mileage claimed in 2015 – 145.28
UT mileage claimed in 2016 – 284.60

By designating a network of UT roads, Itasca County was able to collect additional gas tax dollars to support the maintenance on these roads. This resulted in an additional $50,000 in gas tax money being allocated to Itasca County for the UT system.

163.06 MS 1957 [Repealed, 1959 c 500 art 6 s 13]

163.06 TAXATION IN UNORGANIZED TOWNSHIPS.

Subdivision 1. **Levy.** The county board of any county in which there are unorganized townships may levy a tax for road and bridge purposes upon all the real and personal property in such unorganized townships.

Subd. 2. **Tax is additional.** The tax, if levied, is additional to the tax which the counties may levy for the county road and bridge funds and is additional to the amount permitted by law to be levied for other county purposes. The tax may be levied on any or all unorganized townships within a county, provided that no such tax shall be levied on only a part of an unorganized township within a county.

Subd. 3. **Extending tax levy.** If any county deems it desirable to levy such a tax, it may at the time it levies the county taxes, by resolution reciting such fact, determine the amount so to be levied in each unorganized township for the current year. It shall be the duty of the county auditor to extend the tax so levied upon the tax books of the county, at the same time and in the same manner as other taxes for county purposes are extended as to property in such unorganized townships, and the tax shall be collected and payment thereof enforced at the same time and in the same manner as other county taxes on such property and with like penalties for nonpayment at the time prescribed by law.

Subd. 4. **Separate fund.** The tax collected from each unorganized township shall be set apart in a separate fund in the county treasury, and each shall be designated as the road and bridge fund of the unorganized township from which the tax was collected.

Subd. 5. **Purposes of fund expenditures.** Except as hereinafter provided, each fund shall be expended under the direction of the county board for the construction, improvement, and maintenance of roads and bridges in the unorganized township for which the fund was designated. If so requested by petition signed by a majority of the resident taxpayers of any unorganized township, the county board may expend all or part of the road and bridge fund of the unorganized township upon roads or bridges in an adjoining organized or unorganized township.

Subd. 6. **Expenditure in certain counties.** In any county having not less than 95 nor more than 105 full and fractional townships, and having an estimated market value of not less than $12,000,000 nor more than $21,000,000, the county board, by resolution, may expend the funds provided in subdivision 4 in any organized town or unorganized territory or portion thereof in such county.

History: *1959 c 500 art 4 s 6; 1973 c 583 s 12; 1988 c 719 art 5 s 84; 1989 c 329 art 13 s 20; 1990 c 426 art 1 s 20; 1990 c 480 art 9 s 6; 2013 c 143 art 14 s 21; 2014 c 308 art 9 s 12*

UNORGANIZED TOWNSHIP ROAD AND BRIDGE POLICY

BOARD ACTION OF SEPTEMBER 25, 1990:

CATEGORY: Townships; Road & Bridge; Gravel Pits;
DATE : 09-25-90
APPROVED/SECONDED: Lorenz/Roufs
MOTION:
Commissioner Lorenz moved to adopt the resolution as the Unorganized Township Road and Bridge Policy deleting what is in parenthesis [(versus county land department, MnDNR, USFS, etc.)] from #1 on Page 2 of 2 and add 'county roads established under M.S. 160.05 and any other user roads' to #1 on Page 2 of 2. Commissioner Roufs seconded the motion. (Insert Resolution #09-90-04)

Chairperson Bob Roufs opened the public hearing on Seeleys' Borrow Pit at 10:00 a.m. and recessed it until later.

Commissioner Lorenz moved to call for the question. Commissioner Huju seconded the motion. Motion FAILED with the following roll call vote: Ayes - Districts #1 and #5; Nays - Districts #2, #3, #4.

Commissioner Lorenz moved to call for the question. Commissioner Huju seconded the motion. Motion carried. The original motion carried with the following roll call vote: Ayes - Districts #1, #2, #4, #5; Nays - District #3.

UNORGANIZED TOWNSHIP ROAD AND BRIDGE POLICY

RESOLUTION No. 09-90-04

1. WHEREAS M.S. 160.02 DEFINITIONS States in part under Subd. 4 that "County,Highways include those roads which here to fore been or which hereafter may be established, constructed or improved under authority of the several county boards ",and

2. WHEREAS M.S. 163.04 EXPENDITURES states in part that "the county board may appropriate and expend sums of money from the county road and bridge fund as it deems necessary for establishing, locating, constructing, improving and maintaining any county highway or county state aid highway......", and

3. WHEREAS M:S. 163.06 TAXATION IN UNORGANIZED TOWNSHIPS states in part that "the county board of any county in which there are unorganized townships may levy a tax for road and bridge purposes.....", and "the tax, if levied is additional to the tax which the counties may levy for the county road and bridge funds.....", and "the tax collected from each unorganized township shall be set apart in a separate fund in the county treasury.....", and ".....each fund shall be expended under the direction of the county board for the construction, improvement and maintenance of roads and bridges in the unorganized township for which the fund was designated", and

4. WHEREAS M.S. 160.05 DEDICATION OF ROADS states in part that "When any road or portion of a road has been used and kept in repair and worked for at least six years continuously as a public highway by a road authority, it shall be deemed dedicated to the public to the width of actual use and be and remain, until lawfully vacated, a public highway whether it has ever been established as a public highway or not", and

5. WHEREAS Itasca County has by Resolution No. 3-58-9 adopted March 4, 1958, designated various:roadways as county roads including roads established under M.S. 160.05 and identified such by three-digit numbered designations,and

6. WHEREAS in 1986 non state aid roadways were functionally, classified as either "local" roads which serve primarily to provide access to adjacent land and provide travel over relatively short distances or minor collectors which collect traffic from local roads to bring all developed areas within a reasonable distance of. a major collector or arterial highway, and

7. WHEREAS funding of all "local" roadways within any unorganized township from their respective Unorganized Township Road and Bridge Fund has created financial hardship on many of the unorganized townships due to the disproportionate share of "local" road mileage within the township as compared to the township's tax capacity thereby creating an inequitable sharing of the cost of road and bridge improvements and maintenance among Itasca County roadway users,

UNORGANIZED TOWNSHIP ROAD AND BRIDGE POLICY

Resolution No. 09-90-04 (Page 2 of 2)

NOW, THEREFORE, BE IT RESOLVED that the following policy for maintenance, improvement and construction of county roads in organized townships is.hereby adopted:

1. All non state aid roads, local and collectors, including county roads established under, M.S.160.05 and any other user roads, that are the direct responsibility of the county road and bridge department shall be designated as <u>county roads</u>.

2. Those currently maintained <u>county roads</u> established under M S 160.05 not previously designated and numbered as county as county roads by county board resolution 3-58-9 shall.be so considered for such designation upon having had completed a centerline survey referenced to the Public Land Survey System and formal county board approval. The schedule of completion of such survey and county board action shall be as determined by the county board with the cost of such survey funded by the appropriate unorganized township and county road and bridge funds.

3. The unorganizbd township road and bridge fund tax capacity rate for each unorganized township shall be made equal for 1991.and the revenues from said levy shall be expended for the construction, improvement and maintenance of county roads and bridges within the unorganized township for which the fund was designated in accordance with M.S. 163 06, Subd 5. Expenditures for such construction, improvements and maintenance shall be cost accounted on a township by township basis. Such expenditures will be equally shared by the respective unorganized township funds to the limits of the funds and county road and bridge fund. Transfers from the the respective unorganized township road and bridge funds to the county road and bidge fund will be done semi-annually as recommended to the county board by the county engineer.

4. Upon depletion of any unorganized township road and bridge fund, continued maintenance and improvements of county roads within that township will be funded by the county road and bridge fund. Such routine maintenance. and improvements by county road and bridge manpower and equipment will be as determined by the county engineer or his designated representative.

5. For unorganized townships with continuing unexpended year end balances, such balances may be considered by the county board in reducing future individual unorganized township road and bridge fund tax capacity rates for those townships. A higher level of service, i.e. an accelerated bituminous surfacing program may also be considered.

6. The capital improvements program (contract construction) for county roads will be annually considered by the county board on a countywide basis. Hearings'will be held on petitioned/requested improvements in conjunction with hearings on the County State Aid Five Year Plan.

Presented to the governor May 16, 1991

Signed by the governor May 19, 1991, 5:15 p.m.

CHAPTER 110—H.F.No. 1006

An act relating to state lands; transferring state land to the city of Moose Lake.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

Section 1. **STATE LAND CONVEYANCE; MOOSE LAKE.**

(a) Notwithstanding Minnesota Statutes, sections 94.09 to 94.16, the state shall convey the land described in paragraph (c) to the governing body of the city of Moose Lake without consideration.

(b) The conveyance must be in a form approved by the attorney general and must provide that the land reverts to the state if the land ceases to be used for the purpose described in paragraph (d) or for another public purpose.

(c) The land to be conveyed is located in Carlton county, consists of 4.5 acres, more or less, and is described as: The west 240.00 feet of the Southeast Quarter of the Southwest Quarter of Section 28, Township 46 North, Range 19 West, Carlton county, Minnesota, lying north of the northerly right-of-way line of state trunk highway marked No. 73.

(d) The city wishes to use the land for an electrical substation to meet the needs of the Mercy hospital and nursing home.

Presented to the governor May 16, 1991

Signed by the governor May 19, 1991, 5:24 p.m.

CHAPTER 111—H.F.No. 87

An act relating to highways; allowing county board of and appropriate town boards in Itasca county to establish and record certain public roads less than four rods in width until December 31, 1995.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

Section 1. **ITASCA COUNTY ROADS.**

This section applies only to roads, cartways, and highways existing and maintained in Itasca county on the effective date of this section.

New language is indicated by underline, deletions by ~~strikeout~~.

Notwithstanding Minnesota Statutes, section 160.04, or other law to the contrary, the Itasca county board or a town board located in Itasca county may locate, establish, and record, and the Itasca county recorder shall record, public roads and cartways located in organized towns and public highways located in the unorganized territories of the county at the existing maintained width, by resolution of a town board or the county board, as appropriate. Those public roads located in both organized and unorganized territory may be designated, established, and recorded as either a town road or county highway by joint resolution of the county board and the applicable town board. Recordation must be in accordance with other law not contrary to the authority provided by this section.

Sec. 2. **REPEALER.**

Section 1 is repealed, effective January 1, 1996.

Presented to the governor May 16, 1991

Signed by the governor May 19, 1991, 5:28 p.m.

CHAPTER 112—H.F.No. 466

An act relating to traffic regulations; defining "tow truck or towing vehicle" to include new variations of tower vehicles; requiring the use of amber lights on tow trucks or towing vehicles after January 1, 1992; allowing use of red lights on vehicles of certain emergency response personnel; exempting tow trucks or towing vehicles from weight requirements under certain circumstances; amending Minnesota Statutes 1990, sections 169.01, subdivision 52; 169.58, subdivision 2; 169.64, subdivision 5; and 169.825, by adding a subdivision.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

Section 1. Minnesota Statutes 1990, section 169.01, subdivision 52, is amended to read:

Subd. 52. ~~**WRECKER**~~ **TOW TRUCK OR TOWING VEHICLE.** ~~"Wrecker"~~ "Tow truck or towing vehicle" means a motor vehicle having a manufacturer's gross vehicle weight rating of 8,000 pounds or more, equipped with a crane and winch, or an attached device used exclusively to transport vehicles, and further equipped to control the movement of the towed vehicle.

Sec. 2. Minnesota Statutes 1990, section 169.58, subdivision 2, is amended to read:

Subd. 2. Upon obtaining a permit from the commissioner of public safety, any motor vehicles operated by an active member of a volunteer fire department authorized by or contracting with any city, town, or township in this state ~~and upon obtaining a permit therefor from the commissioner of public safety,~~ an

New language is indicated by underline, deletions by ~~strikeout~~.

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

467512 Adopted October 25, 19 94

Commissioner Loscheider moved the adoption of the following resolution:

Resolution No. 10-94-03 Page 1 of 2

RESOLUTION ESTABLISHING COUNTY ROADS

WHEREAS, M.S. 160.02 Subd. 9 defines the county road authority as the county board, and

WHEREAS, Itasca County has a number of currently maintained roads established as public roads by use pursuant to M. S. 160.05, and there has been no known formal action by the road authority, the Itasca County Board, establishing these public roads as County Roads, and pursuant to M. S. 163.11, "County highways may be established, altered, vacated or revoked by resolution of the county board," and

WHEREAS, some currently maintained county roads previously established by FINAL ORDER ON COUNTY ROAD, said document being on file in the Office of the Counter Auditor, may not have been surveyed and filed for record with the County Recorder, and

WHEREAS, some county roads previously established by FINAL ORDER ON COUNTY ROAD but not constructed or maintained by the county have exceeded the limitation of time for commencing actions pursuant to M.S. 541, and

WHEREAS, in order to clarify jurisdictional responsibility and provide proper identification of all County Roads, Itasca County obtained special legislation in 1991 (CHAPTER 111-H.F. NO. 87) permitting the establishment of roads presently maintained by the county Road and Bridge Department pursuant to M. S. 160.05 to the width of actual use.

NOW THEREFORE, BE IT RESOLVED that the roadways as depicted and numbered on the "COUNTY ROADS" series of maps on file in the Office of the Itasca County Recorder hereby be established as County Roads pursuant to M. S. 163.11, to the width of actual use including the driving surface, shoulders and any constructed or maintained ditch section except as more definitely described by easement or FINAL ORDER ON COUNTY ROAD on file in the Office of the Itasca County Recorder.

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

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

ROBERT R. OLSON, COORDINATOR

I, ~~LLOYD E. NESSETH, ADMINISTRATOR~~ OF THE COUNTY OF ITASCA, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 25th day of October, A.D. 19 94, and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 25th day of October, A.D. 19 94

County ~~Administrator~~
Coordinator

By _______________ Deputy

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

Adopted October 25, 19 94

Commissioner Loscheider moved the adoption of the following resolution:

Resolution No. 10-94-03 Page 2 of 2

467512

The determination of which parcels this order may effect was determined from the examination of the United States Geological Survey 7.5 minute quadrangle map having a nominal scale of 1:24,000 with the approximate section subdivision lines protracted onto said map. Land survey information in the Office of the Itasca County Surveyor was also used when available. This scale map results in a probable error of plus or minus 80 feet. The exact location of any roadway affected by this resolution should be verified by a field survey conducted by surveyor licensed for such purpose by the State of Minnesota.

ALSO BE IT FURTHER RESOLVED, that all roadways previously established by FINAL ORDER ON COUNTY ROAD but remaining unconstructed or unmaintained are hereby presumed abandoned pursuant to M.S. 541.

OFFICE OF COUNTY RECORDER
STATE OF MINNESOTA
County of Itasca } ss
I hereby certify that the within instrument was filed in this office for record as
DEC 29 1995 467512
at 4:25 P M.
Date
LARRY A. DAGER
County Recorder
By [signature]
Deputy

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

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

I, ~~LLOYD E. NESSETH, ADMINISTRATOR~~ ROBERT R. OLSON, COORDINATOR OF THE COUNTY OF ITASCA, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 25th day of October, A.D. 19 94, and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 25th day of October, A.D. 19 94

[signature]

County ~~Administrator~~ Coordinator

By ______________ Deputy

B

CHAPTER 113—S.F.No. 1463

An act relating to townships; authorizing creation of a capital reserve fund; amending Minnesota Statutes 1998, section 365.10, by adding a subdivision.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

Section 1. Minnesota Statutes 1998, section 365.10, is amended by adding a subdivision to read:

Subd. 18. **CAPITAL RESERVE FUND.** The electors may authorize creation of a capital reserve fund and designate its use for any lawful purpose.

Presented to the governor April 29, 1999

Signed by the governor May 3, 1999, 1:50 p.m.

CHAPTER 114—S.F.No. 480

An act relating to transportation; allowing port authorities to retain lease or management contract revenues from commercial navigation projects financed by the state; amending Minnesota Statutes 1998, section 457A.04, by adding a subdivision.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

Section 1. Minnesota Statutes 1998, section 457A.04, is amended by adding a subdivision to read:

Subd. 6. **USE AGREEMENTS.** Notwithstanding section 16A.695, for leases or management contracts entered into with respect to property acquired or bettered with the proceeds of state general obligations bonds, (1) a port authority may meet its obligations and expenses of operating and reinvesting capital improvements by retaining revenues received under leases or management contracts and is not required to pay lease or management contract revenues to the commissioner of finance; and (2) the lease or management contract entered into by a port authority must not be canceled or terminated as a result of changes or termination by the state in the governmental program of the port authority unless compensation is paid as provided by law.

Presented to the governor April 29, 1999

Signed by the governor May 3, 1999, 1:53 p.m.

CHAPTER 115—S.F.No. 1012

An act relating to Itasca county; modifying certain accounting and expenditure requirements for road and bridge fund tax money derived from unorganized townships.

New language is indicated by underline, deletions by ~~strikeout.~~

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

Section 1. **ROAD AND BRIDGE FUND ACCOUNTING AND EXPENDITURE; UNORGANIZED TOWNSHIPS.**

Notwithstanding Minnesota Statutes, section 163.06, subdivision 4, the road and bridge fund tax money collected from unorganized townships in Itasca county need not be set apart in separate funds for each township. Notwithstanding Minnesota Statutes, section 163.06, subdivision 5, road and bridge fund tax money that is collected from the various unorganized townships may be expended by the Itasca county board in any of the unorganized townships in the county.

Sec. 2. **EFFECTIVE DATE.**

Section 1 is effective the day after the Itasca county board and its chief clerical officer comply with Minnesota Statutes, section 645.021, subdivision 3.

Presented to the governor April 29, 1999

Signed by the governor May 3, 1999, 1:55 p.m.

CHAPTER 116—S.F.No. 1368

An act relating to commerce; regulating contracts for architects, engineers, surveyors, landscape architects, geoscientists, and interior designers; amending Minnesota Statutes 1998, sections 16C.08, subdivision 5; and 337.10, subdivision 4.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

Section 1. Minnesota Statutes 1998, section 16C.08, subdivision 5, is amended to read:

Subd. 5. **CONTRACT TERMS.** (a) A professional or technical services contract must by its terms permit the commissioner to unilaterally terminate the contract prior to completion, upon payment of just compensation, if the commissioner determines that further performance under the contract would not serve agency purposes.

(b) The terms of a contract must provide that no more than 90 percent of the amount due under the contract may be paid until the final product has been reviewed by the head of the agency entering into the contract and the head of the agency has certified that the contractor has satisfactorily fulfilled the terms of the contract, unless specifically excluded in writing by the commissioner. This paragraph does not apply to contracts for professional services as defined in sections 326.02 to 326.15.

Sec. 2. Minnesota Statutes 1998, section 3[illegible]0, subdivision 4, is amended to read:

Subd. 4. **PROGRESS PAYMENTS AND RETAINAGES.** (a) Unless the building and construction contract provides otherwise, the owner or other persons making payments under the contract must make progress payments monthly as the work progresses. Payments shall be based upon estimates of work completed as approved by the owner or the owner's agent. A progress payment shall not be considered acceptance or approval of any work or waiver of any defects therein.

UNORGANIZED TOWNSHIP POLICY

EXHIBIT E-5

ITASCA COUNTY TRANSPORTATION/LAND MANAGEMENT COMMITTEE

AGENDA ITEM

SUBMITTED BY: Dave Christy DATE: Feb 19,2002

TITLE (or PROGRAM):

Unorganized Township Policy.

ISSUE(S):

With special legislation received a couple years ago to permit a combining of the revenues from unorganized the township R & B levies into one fund and expending accordingly, there remains a need to better utilize these funds in a manner which best serves the area in which those funds are collected. Thus, the unorganized townships with similar geographical and functional characteristics have been divided into six Sub-Areas as shown on the attached map. Although the special legislation allows for expenditure of the UT levy receipts county wide, the intent of the following recommendations is to limit the expenditure of those revenues to the Sub-Area from which they were derived. Thus, revenues collected in Sub-Area A would only be expended in Sub-Area A, etc.

RECOMMENDATION(S):

1. Approve recommended Sub-Areas A through F as indicated on the attached map.
2. The cost of routine maintenance, including grading, snow plowing, mowing, signing, graveling, etc. will continue be cost shared 50/50 with the County Road and Bridge fund and the respective Sub-Area UT account.
3. Fund balances remaining in each Sub-Area account following routine maintenance expenditures are available for cost participation for highway improvement projects including drainage, grading and base and bituminous surfacing including rehab and overlay projects, within each respective Sub-Area. This cost participation may be for any County Road or County State Aid Highway Improvement Project, as approved by the County Board,
4. Existing negative account balance (shown as 9/30/01 Twp. Debt) will be absorbed by the existing County wide UT fund. Such negative balances will no longer accumulate under this policy.

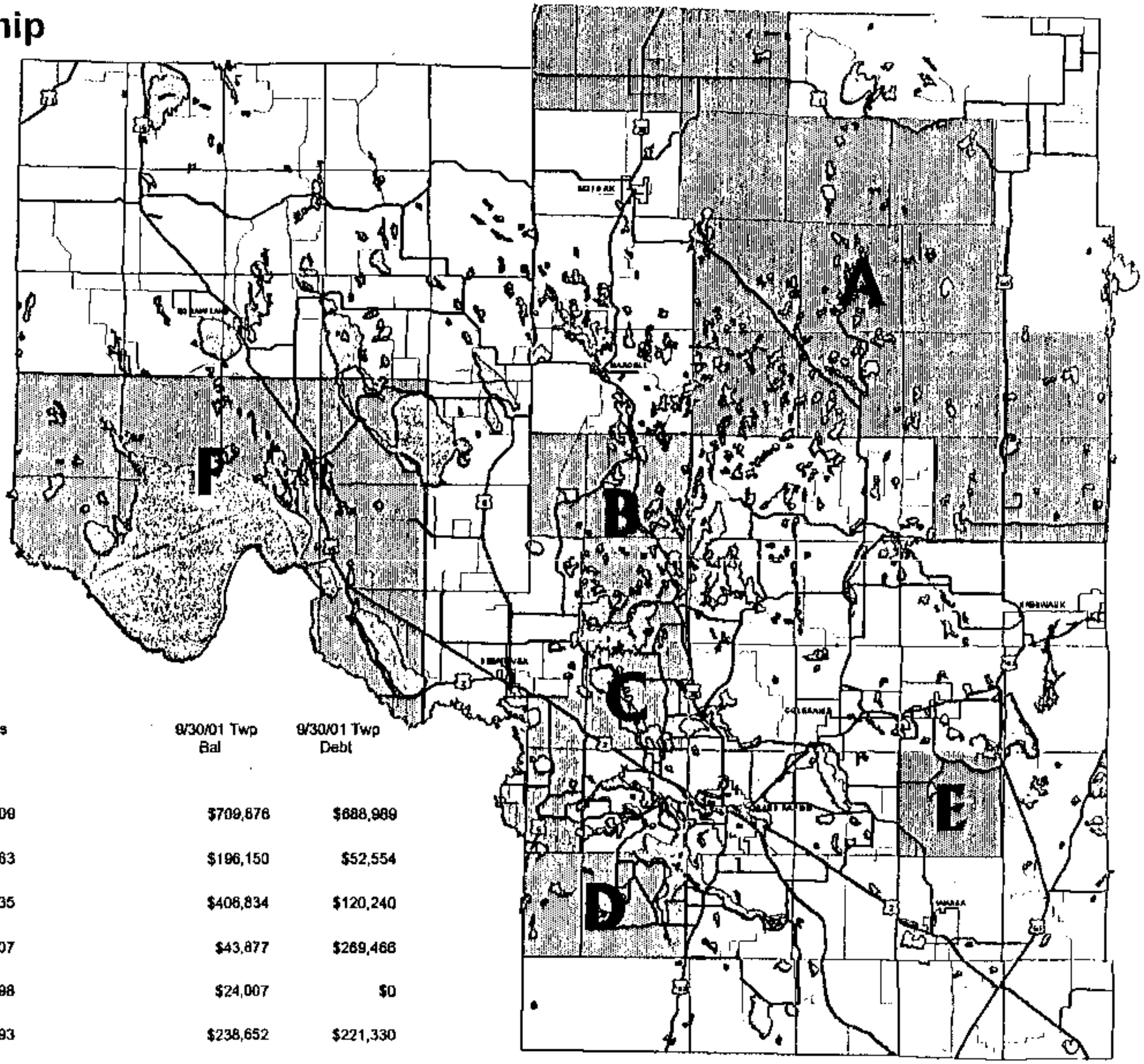
ALTERNATIVE(S):

ACTION TAKEN:

I:\USERS\CHR\wpdata\Itcopol new\Unorg Twnshp Funds.doc

Itasca County Unorganized Township

Proposed Funding Areas



Area	2000 revenues	3 yr Avg Plowing and Grading	3 yr Avg Maint.	3yr Avg Excess Revenue	9/30/01 Twp Bal	9/30/01 Twp Debt
A	$244,088	$40,027	$149,632	$54,409	$709,876	$688,989
B	$115,943	$9,177	$38,203	$68,563	$196,150	$52,554
C	$190,943	$15,551	$61,157	$114,235	$406,834	$120,240
D	$127,615	$8,144	$74,684	$44,807	$43,877	$269,466
E	$44,666	$7,988	$41,478	-$4,798	$24,007	$0
F	$64,381	$13,552	$28,636	$22,193	$238,652	$221,330

ITASCA COUNTY ATTORNEY'S OFFICE
ITASCA COUNTY COURTHOUSE
123 NE FOURTH STREET
GRAND RAPIDS, MN 55744
Phone: 218-327-2867
Fax: 218-327-0605

MEMORANDUM

TO: Leo Trunt, Chairperson, Itasca County Board
Davin Tinquist, Commissioner, District 1
Terry Snyder, Commissioner, District 2
Rusty Eichorn, Commissioner, District 4
Mark Mandich, Commissioner, District 5
Karin Grandia, Director of Transportation Department
Jeffrey Walker, Itasca County Auditor

FROM: Michael J. Haig, Chief Assistant County Attorney-Civil Division

RE: Engineering/Unorganized Township
14-858-AD

DATE: June 16, 2014

After reviewing the items contained in Karin Grandia's routing transmittal dated June 1, 2014, and after discussing this matter with staff from both the Auditor and Transportation departments, I understand the following are substantially the pertinent:

FACTS

Each year, the county board levies taxes upon taxable property throughout the county to generate revenues for the *County Road and Bridge Fund* (*CRBF*). The *CRBF* is a fund set apart from all other county funds.

In addition to the above-levy, the county board levies taxes upon taxable property in unorganized townships within the county – a levy that generates revenue for a separate fund called the *Unorganized Townships Road and Bridge Fund (UTRBF)*. Like the above, this fund is set apart from all other county funds.

The question under review concerns the lawfulness of the county's practices relating to its levy for, and expenditures from, its *UTRBF*. Briefly, the county's practices are to expend *UTRBFs* to offset construction, improvement, and maintenance costs of roads and bridges in unorganized townships within the county. Under the county board's direction, fifty-percent of maintenance costs are paid for from its *UTRBF*. See 2002 Policy, at para. 2. The remaining fifty-percent of maintenance costs are paid from its *CRBF*. Under the above-mentioned policy, up to 100 percent of the costs to construct and improve roads and bridges within unorganized townships may be charged to, and expended, from the *UTRBF* under the county boards' direction. Id. at para. 3.

To ensure compliance with the regulatory law distinguishing the two funds and governing the expenditures from them, it is the practice of the Transportation Department to keep records of its construction, improvement, and maintenance activities, and the costs thereof, in the unorganized townships within the county. Unless the work has been approved by the county board under its five-year plan and *UTRBFs* are authorized for it, the Transportation Department reports its work activities in unorganized townships to the county board approximately twice each year, and requests that the board approve a draw against the *UTRBF* for this work. Once approved by the county board, a draw against the *UTRBF* occurs in an amount necessary to reimburse the *CRBF* for payments theretofore made from or incurred by the latter fund for work done in unorganized townships.

The sum and substance of the issue under review is:

ISSUE: *Can the county lawfully levy for, collect, and expend UTRBFs to offset the costs of construction, improvement and maintenance of roads and bridges in unorganized townships within the county under the above practices?*

ANSWER: Yes.

ANALYSIS

Attached is Minn. Stat. § 163.06, along with the Special Legislation enacted in 1999 for Itasca County which amends § 163.06. Both sections of law are self-explanatory and authorize the above practices. Nevertheless, some review and discussion may be helpful.

First, it is clear that the county board's annual levy against taxable property in unorganized townships to collect and expend revenues to offset the costs of constructing, improving, and maintaining roads and bridges within the unorganized townships is lawful, even though this levy is in addition to the county-wide levy for the *CRBF*. See § 163.06, subd. 2 ("the tax, if levied, is additional to the tax which the counties may levy for the county road and bridge fund, and is in addition to the amount permitted by law to be levied for other county purposes"). Under this language, there is no serious question that the county board may levy county-wide for its *CRBF* and impose a separate levy against taxable property in unorganized townships for its *UTRBF*.

It is also clear under § 163.06 that the county must create a separate account when it levies taxes under § 163.06. See, subd. 4, as amended by the special legislation (separate fund is required, but in Itasca County, a separate fund for each unorganized township is not required; meaning is that in Itasca County a single *UTRBF* is permitted). Itasca County's practices are consistent with these requirements.

Finally, to be valid, Itasca County's expenditures drawn from its *UTRBF* must be made under county board direction, and must be used to pay for constructing, improving, and maintaining roads and bridges in the unorganized townships. See, § 163.06, subd. 5, as amended by the Special Legislation (*UTRBFs* "shall be expended under the direction of the county board for the construction, improvement, and maintenance of roads and bridges" [and] "may be expended by the Itasca County board in any of the unorganized townships within the county"). The county's practices are consistent with these requirements as well, as they restrict expenditures drawn upon the *UTRBF* to construction, improvement, and maintenance of roads and bridges within the unorganized townships, and because action of the county board is required to draw upon those funds for those purposes.

CONCLUSION

The Itasca County's levy, collection, and expenditure practices relative to its *UTRBF* are lawful.

If there are questions, let us know.

MJH
MJH /kar

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

December 13, 2016
Regular Meeting

REQUEST FOR BOARD ACTION RES-2016-64

DEPARTMENT: Transportation

PRESENTER: Karin Grandia **TIME REQUIRED**: 5 minutes

AGENDA ITEM:
Designation of the Unorganized Township Road System

BOARD ACTION REQUESTED:
Re-designate certain County Roads as unorganized Township roads as listed in the attached resolution.

BACKGROUND:
Annually Itasca County certifies to the Commissioner of Transportation the miles of town roads in each organized and unorganized township in the County. A town road is defined by Minnesota Rule 8820 as a road that is maintained by a town or any other local unit of government acting as a town and open to the traveling public a minimum of eight months of the year as certified by the county highway engineer. Funding to provide maintenance and capital improvements on town roads is derived from property tax levy and Town Road Aid distributed by the Minnesota Department of Transportation from gas tax, motor vehicle tax and motor vehicle sales tax revenues. Town Road Aid is distributed on a mileage basis.
The established practice in Itasca County for unorganized town road mileage has been to certify ½ of the three digit road mileage as unorganized township road miles with the remainder of the mileage being designated as County Road mileage. By formally designating a network of roadways in unorganized townships we are able to receive additional Town Road Aid. We are also able to use the property tax levy and Town Road Aid on a larger system of roadways that can provide benefits to a greater portion of our citizens.
A spread sheet and map have been attached indicating the county roads that are proposed to be re-designated as unorganized township roads.

ITEM HISTORY:
HISTORY:
12/06/16COUNTY BOARD RECOMMENDED FOR CONSENT NEXT: 12/13/16
County Engineer Karin Grandia provided information regarding the request to adopt the Resolution Re: Designation of the Unorganized Township Road system.

COUNTY ATTORNEY REVIEW: Yes

SUPPORTING DOCUMENTATION:

Zone_1 (PDF)
Zone_2 (PDF)
Zone_3 (PDF)
Creation of UT System (PDF)
Letter to Itasca County regarding unorganized township road desigination (PDF)
Additional Attachment 5.17 (PDF)
12-6-2016 WS Follow-up received 12-12-2016 (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Davin Tinquist, District #1
SECONDER: Leo Trunt, District #3
AYES: Tinquist, Snyder, Trunt, Eichorn, Mandich

RE: DESIGNATION OF THE UNORGANIZED TOWNSHIP ROAD SYSTEM

WHEREAS, the Minnesota Commissioner of Transportation is authorized to annually apportion and allocate funds in its “town road account” to Itasca County under Minn. Stat. § 162.081 and related state rules; and

WHEREAS, Itasca County is to distribute these funds to its organized townships and, with respect to its unorganized territory, to its county treasurer as provided for by law; and

WHEREAS, these funds may be expended by these recipients only for the construction, reconstruction, and revel maintenance of their respective “town roads,” as this term is defined under the above-cited laws and rules; and

WHEREAS, the Itasca County Engineer must identify and annually certify its “town roads” to the Commissioner; and

WHEREAS, the Itasca County Engineer has made an inventory of its “town roads” in its unorganized territory, and has listed those roads in the attached spreadsheet, hereafter Exhibit A; and

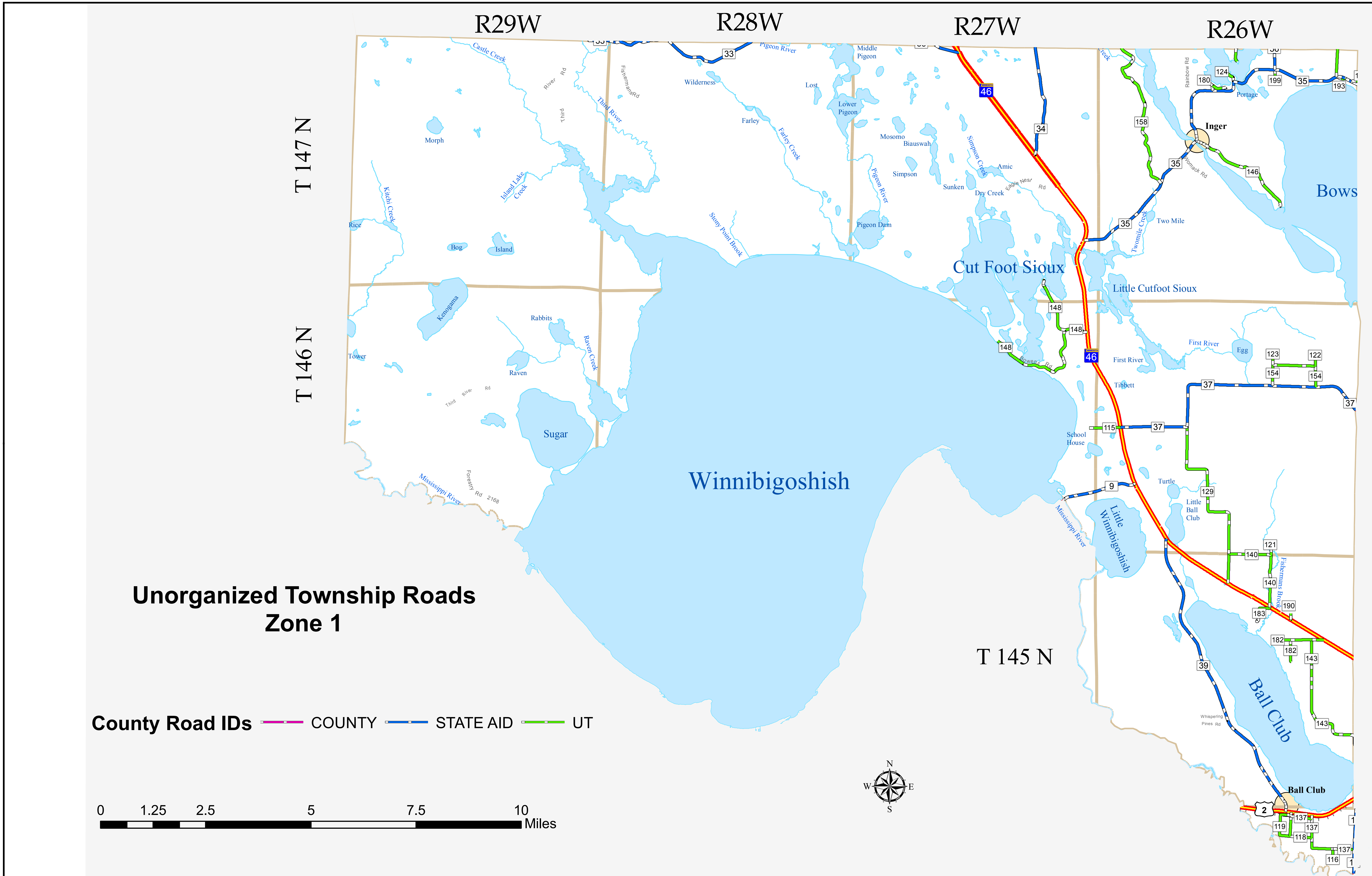
WHEREAS, the Itasca County Engineer has determined that the roads listed in Exhibit A are maintained by the county, acting as the local unit of government concerning these roads; that they are open to the traveling public a minimum of eight (8) months of the year; and that the above-referenced funds may be expended on them; and

WHEREAS, Exhibit A will aid county staff in the systematic, efficient, and proper utilization of the above-referenced funds.

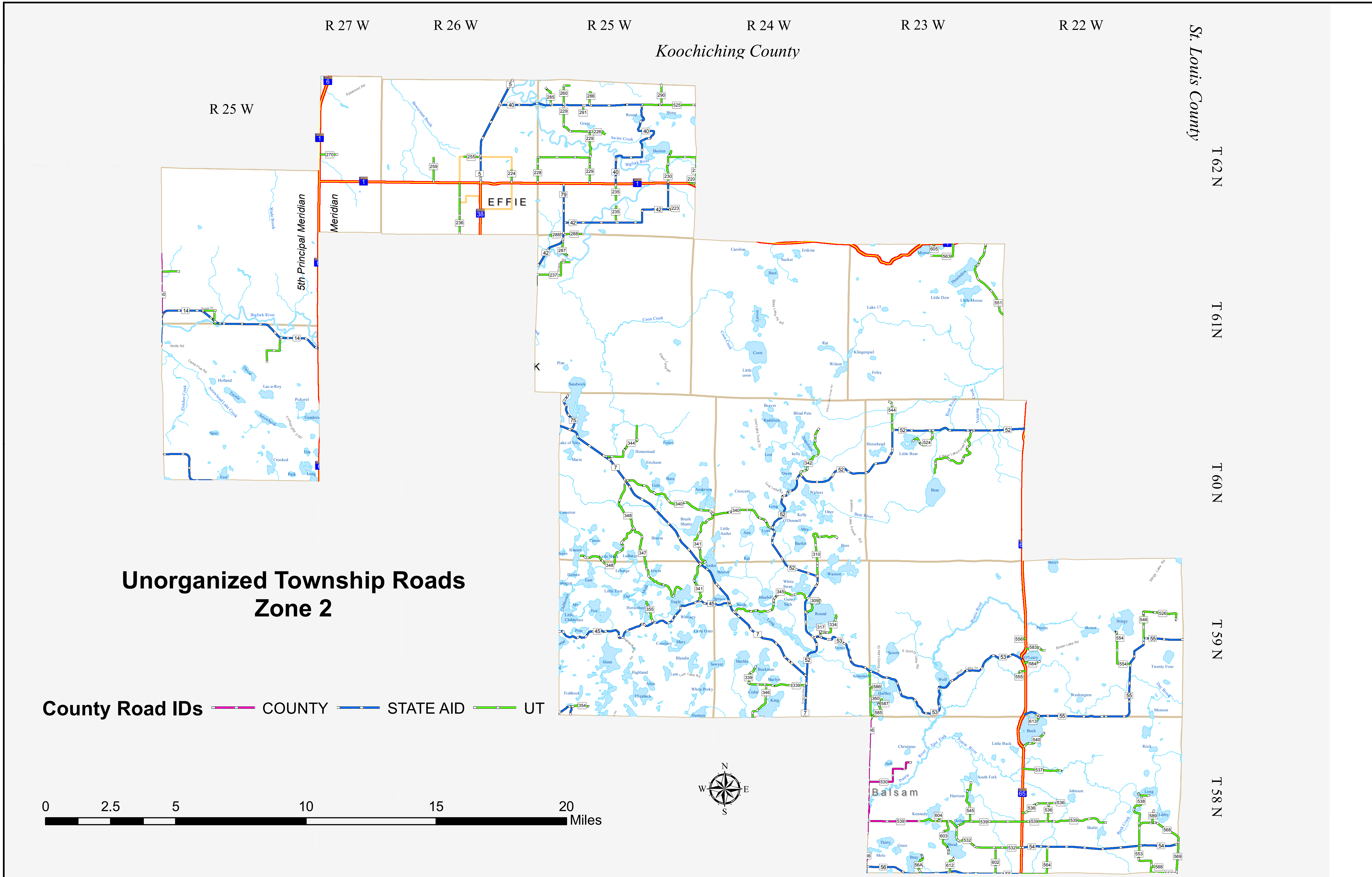
NOW, THEREFORE, BE IT RESOLVED, that the roads listed in Exhibit A consist of the county’s “town roads” in its unorganized territory which qualify for lawful expenditures from the Commissioner’s “town road account;” and

BE IT FURTHER RESOLVED, that upon the recommendation of the Itasca County Engineer and approval by the Itasca County Board, Exhibit A may be amended from time to time as conditions and needs change; and

BE IT FURTHER RESOLVED, Exhibit A and the roads listed therein may be collectively referred to as the county’s “unorganized township roads,” its “unorganized town roads,” or its “unorganized town road system.”



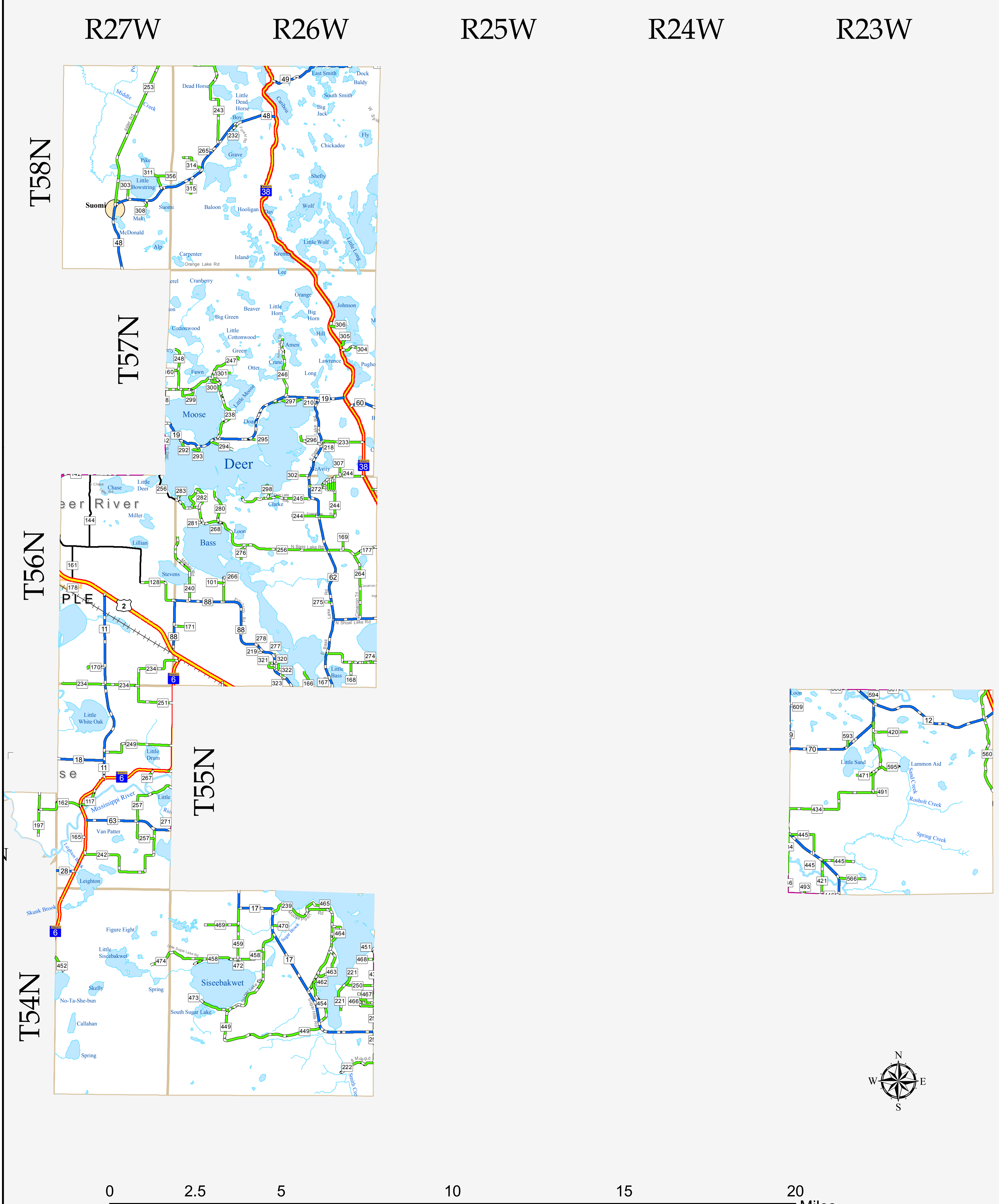
R29W
R28W
R27W
R26W
T 147 N
T 146 N
T 145 N
Winnibigoshish
Cut Foot Sioux
Little Cutfoot Sioux
Little Winnibigoshish
Ball Club
Bows
Sugar
Inger
Ball Club
Unorganized Township Roads
Zone 1
County Road IDs
COUNTY
STATE AID
UT
0
1.25
2.5
5
7.5
10
Miles
N
S
E
W



Unorganized Township Roads
Zone 2
County Road IDs
COUNTY
STATE AID
UT
Koochiching County
St. Louis County
R 27 W
R 26 W
R 25 W
R 24 W
R 23 W
R 22 W
R 25 W
T 62 N
T 61N
T 60 N
T 59 N
T 58 N
5th Principal Meridian
Meridian
EFFIE
Balsam
0
2.5
5
10
15
20
Miles
N
E
S
W

Unorganized Township Roads
Zone 3

County Road IDs — COUNTY — STATE AID — UT



Proposed List of Unorganized Township Roads in Itasca County		
Road Number	Township	Township
101	56-26	
115	146-26	146-27
116	144-26	
117	55-27	
118	144-26	
119	144-26	
121	146-26	
122	146-26	
123	146-26	
124	147-26	
128	56-27	
129	145-26	146-26
137	144-26	
140	145-26	146-26
143	145-26	
146	147-26	
148	146-27	147-27
154	146-26	
155	147-26	
158	147-26	
160	57-26	
162	143-25	55-27
165	55-27	
166	56-26	
167	56-26	
168	56-26	
169	56-26	
170	56-27	
171	56-26	
176	147-26	
177	56-26	
180	147-26	
182	145-26	
183	145-26	
190	145-26	
192	147-26	
193	147-26	
197	143-25	
199	147-26	
210	57-26	
212	56-26	
213	56-26	
214	56-26	
215	56-26	

216	56-26	
217	56-26	
218	57-26	
219	56-26	
220	62-25	
221	54-26	
222	54-26	
223	62-25	
224	62-26	
226	62-25	
228	62-25	62-26
229	62-25	
230	62-25	
231	62-25	
232	58-26	
233	57-26	
234	56-26	56-27
235	62-25	
236	62-26	
237	61-25	
238	57-26	
239	54-26	
240	56-26	
242	55-27	
243	58-26	
244	56-26	57-26
245	56-26	
246	57-26	
247	57-26	
248	57-26	
249	55-27	
250	54-26	
251	55-27	
253	58-27	
255	62-26	
256	56-26	
257	55-27	
258	56-26	
259	62-26	
260	62-25	
263	56-26	
264	56-26	
265	58-26	
266	56-26	
267	55-27	
268	56-26	
269	55-27	

270	62-27	
272	56-26	
274	56-26	
275	56-26	
276	56-26	
277	56-26	
278	56-26	
280	56-26	
281	56-26	
282	56-26	
283	56-26	
285	62-25	
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288	61-25	62-25
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302	56-26	57-26
303	58-27	
304	57-26	
305	57-26	
306	57-26	
307	57-26	
308	58-27	
309	59-24	
310	59-24	60-24
311	58-27	
314	58-26	
315	58-26	
317	59-24	
320	56-26	
321	56-26	
322	56-26	
323	56-26	
325	56-26	
334	59-24	
336	59-23	59-24

339	59-24	
340	60-24	60-25
341	59-25	60-25
342	60-24	
344	60-25	
345	59-24	
346	59-24	
347	59-25	60-25
348	59-25	60-25
354	59-25	
355	59-25	
356	58-27	
360	59-23	
420	55-23	
421	55-23	
434	55-23	
445	55-23	
449	54-26	
451	54-26	
452	54-27	
454	54-26	
458	54-26	
459	54-26	
462	54-26	
463	54-26	
464	54-26	
465	54-26	
466	54-26	
467	54-26	
468	54-26	
469	54-26	
470	54-26	
471	54-26	
471	55-23	
472	54-26	
473	54-26	
474	54-26	54-27
491	55-23	
493	55-23	
524	60-23	
525	62-25	
526	59-22	
532	58-23	
536	58-22	
537	58-22	
538	58-22	
539	58-22	58-23

540	58-22	
544	60-23	
545	58-23	
546	59-22	
551	61-23	
552	60-23	
553	58-22	
554	59-22	
555	59-23	
556	59-23	
560	55-23	
563	61-23	
564	58-22	
566	55-23	
568	58-22	
569	58-22	
583	59-22	
584	59-22	59-23
585	59-23	
586	59-23	
587	59-23	
588	58-22	
589	58-22	
593	55-23	
594	55-23	
595	55-23	
602	58-23	
603	58-23	
604	58-23	
605	61-23	
609	55-23	
612	58-23	
613	58-22	
616	149-25	
617	149-25	150-25
618	150-25	
619	150-25	
56A	58-23	

Dear Chairman Eichorn,

On December 6th, 2016 Itasca County has a work session. The following item is on the agenda:

V. DISCUSSION/INFORMATIONAL

2. Designation of the Unorganized Township Road System, (RBA 4567)

As a taxpayer and property owner I am asking the County Board to table RBA 4567.

The background portion of the RBA is misleading and does not tell the true disposition of roads in unorganized territories within Itasca County. The presenter states the definition of "township roads" in Rule 8820, describes how reports are filed with the State, and how monies are obtained and disbursed to pay for maintenance. However, she fails to inform the county board Itasca County has no unorganized township roads within the unorganized territories of the county, and has not had any unorganized township roads for over 20 years.

The full board may or may not be aware in May 1991 Itasca County received special legislation from from the Minnesota Legislature addressing unorganized township roads in the county. The law; Chapter 111 H.F 87 allowed Itasca County to re-establish unorganized township roads in Itasca County's unorganized territories as full fledged "county highways". The special legislation basically allowed the county to establish county highways under MN Statute 163.11 without the need to acquire 66' of right-of-way from the adjacent landowners. The County Auditor, past Administrators, and Highway Engineer all have acknowledged the existence of this special legislation.

In response to the special legislation, a 5-year effort culminated when Itasca County Commissioners approved the 89-page document titled "Resolution Establishing County Roads", on October 25th, 1994 and ordering it sent to the Itasca County Recorder's office on December 29th, 1995. The resolution notes Chapter 111 H.F 87 self repeals after December 31, 1995.

The resolution, now in recorded Document 467512 is a series of maps re-establishing every road in unorganized territories as "county highways". Itasca County officials have referenced and used document 467512 several times over the years, including in Court cases.

The second paragraph of the RBA is very troubling as it continues to infer there is some sort of "established policy" whereby a 50/50 split in mileages is submitted to MnDot in order to obtain Town Road Aid. During a previous 2014 RBA (2438) in response to a citizen concerns about misapplying government funding, and submitting false reports, the highway engineer went into great detail defining and defending the 50/50 policy to the county board. On page 2 paragraph 3 of RBA 2438 she writes: **"This methodology has been in place for over 25 years and has been accepted by the Minnesota Department of Transportation.**"

In May 2016 I had conversations with MnDot State Aid specialists in Duluth and St. Paul about the 50/50 policy between MnDot and Itasca County referenced in RBA 2438. No person I spoke with at MnDot had ever heard of such a policy, much less could produce a copy of one.

In June of 2016 I submitted a FOIA request to the Itasca County Administrator requesting to see this 50/50 split policy referenced in RBA 2438. I was informed by the contract County Administrator Irene Koski and later in a meeting with County Auditor Jeff Walker and former County Commissioner Karen Burthwick no such 50/50 split policy between Itasca County and MnDot exists or has ever existed. Yet despite this not being factually correct, the highway engineer again references, as fact a policy known not to be in existence!

Records show since 2013 Itasca County received $291,412.31 in Town Road Aid despite having 0.00 miles of unorganized township roads in their unorganized territories.

The Minnesota Legislature established Town Road Aid to help cash strapped townships cope with roads on tight budgets. Itasca County simply calling long established county highways township roads, for the sole purpose of getting extra monies from a limited state pool reserved for legitimate townships, all the while knowing the facts do not support their claim is disingenuous at best. There may be other lawful ways to accomplish funding needs, but this is not it. <u>I ask you and the other County Commissioners to not be any part of this endeavor.</u>

Please provide this letter be read into the record during the December 6th, 2016 County Work Session.

Respectfully submitted,

Steven J. Lenertz
12971 82nd Ave N.
Maple Grove, MN. 55369

additional attachment
Item # 5.17
December 13, 2016

YEAR	MILES	DOLLARS	DOLLAR PER MILE
2016	55,296.84	31,197,026	564.17
2015	55,275.80	30,089,524	544.35
2014	55,306.45	28,519,262	515.66
2013	55,242.72	27,504,264	497.88
2012	55,145.13	26,275,313	476.48
2011	56,082.06	25,239,424	450.04
2010	55,091.80	23,288,007	422.71
2009	54,717.14	21,537,402	393.61
2008	54,519.45	19,706,629	361.46
2007	54,747.96	19,185,193	350.43
2006	54,562.81	19,509,859	357.57

Amanda Schultz

From: Steve Lenertz <cabinflyer@mac.com>
Sent: Monday, December 12, 2016 8:49 AM
To: Brett Skyles; Amanda Schultz
Cc: Jeff Walker
Subject: Follow up to December 6th County Work Session agenda item 4567
Attachments: Follow up to December 6th County Work Session agenda item 4567.pdf

Dear Mr. Skyles,

Please see attached.

Steve

Dear County Administrator,

Last Tuesday RBA 4567 changing the designation of County Highways to unorganized township roads was recommended for consent agenda. I do have a couple of questions that were not clearly addressed at the work session.

1. Will the 50/50 split using county tax funding no longer exist as of December 13, 2016, and will funding of the roads in the attachment A be 100% funded from the unorganized road and bridge funds and supplemented by the Town Road Aid fund and 0% from the county road funds from this point forward?

2. Are there any outstanding maintenance projects on the roads in attachment A that will still receive any monies from the 50/50 county road funding from the previous policy?

3. Are there any other county road policies that rely on the previous 50/50 split agreement language?

4. Will the provisions of Special Law Chapter 115 S.F 1012 remain in effect or will Itasca County now tax each unorganized township for the maintenance cost of their roads?

5. The highway engineer reports Town road Aid is disbursed on an annual basis. Will Itasca County submit an amended certification of mileages to MnDot for all of the 2016 costs?

I think the questions are straight forward, and should be easy to answer. Please forward a copy of this letter to the county board and enter it into the record on my behalf at the December 13 County Board meeting.

Thank you,

Steve Lenertz
12971 82nd Ave N.
Maple Grove, MN 55369

ITASCA COUNTY
HIGHWAY DEPARTMENT
123 NE 4th Street
Grand Rapids, MN 55744-2600
Telephone: 218-327-2853 Fax: 218-327-0688

December 13, 2016

Mr. Steve Lenertz
12971 82nd Ave. N.
Maple Grove, MN 55369

Dear Mr. Lenertz:

You recently sent an email to Administrator Skyles with some questions regarding the unorganized township road system item that was discussed at the County Board work session on December 6, 2016. The answers to your questions are as follows:

1. Will the 50/50 split using county tax funding no longer exist as of December 13, 2016, and will funding of the roads in the attachment A be 100% funded from the unorganized road and bridge funds and supplemented by the Town Road Aid fund and 0% from the county road funds from this point forward?
   - The current policy, titled Unorganized Township Policy, outlining that 50/50 split is still in existence and will be used for 2016 maintenance billings. I am currently working on an update to this policy and plan to bring it to the County Board for consideration in early 2017.
2. Are there any outstanding maintenance projects on the roads in attachment A that will still receive any monies from the 50/50 county road funding from the previous policy?
   - At this time the policy is still in place and all expenditures for 2016 will be split using this policy.
3. Are there any other county road policies that rely on the previous 50/50 split agreement language?
   - Yes. There is an Unorganized Township Road and Bridge Policy dated September 25, 1990 which also references cost sharing between the Unorganized Township Road and Bridge account and the County Road and Bridge account. This policy is also under review and will be presented to the County Board in early 2017.
4. Will the provisions of Special Law Chapter 115 S.F 1012 remain in effect or will Itasca County now tax each unorganized township for the maintenance cost of their roads?
   - The Special Law will remain in effect.
5. The highway engineer reports Town road Aid is disbursed on an annual basis. Will Itasca County submit an amended certification of mileages to MnDOT for all of the 2016 costs?
   - Every year in October, the State requests that Counties certify the current year township road mileage. That mileage is then used to allocate the next year's town road account. Itasca County will not be revising the 2015 Town Road

certification. The 2016 Town Road Certification that is currently due to the State will be based on the roads that listed in the County Board resolution.

Please let me know if you have any additional questions.

Sincerely,

Karin Grandia

Karin Grandia. P.E.
Itasca County Engineer

cc: Amanda Schultz, Deputy Clerk to the County Board
Brett Skyles, County Administrator
County Commissioners

<table>
<tr><td rowspan="3">ITASCA COUNTY POLICIES & PROCEDURES

Transportation Department</td><td>EFFECTIVE DATE: 9/8/2020</td><td>POLICY #:</td></tr>
<tr><td>RBA #: 2020-904</td><td>BOARD APPROVAL DATE: 9/8/2020
Format Updates:</td></tr>
<tr><td colspan="2">REFERENCES:</td></tr>
<tr><td colspan="3">SUBJECT: Unorganized Township Road Policy</td></tr>
</table>

Unorganized Township Road Policy

The following policy has been established to provide guidelines and procedures for funding unorganized township road and bridge maintenance and improvements.

Background:

1. Itasca County has by resolution 2016-64 adopted December 13, 2016, designated a network of roads as unorganized township roads.
2. Itasca County received special legislation in 1999 through Chapter 115 – S.F. 1012, which states "Notwithstanding Minnesota Statutes, section 163.06, subdivision 4, the road and bridge fund tax money collected from unorganized townships in Itasca County need not be set apart in separate funds for each township. Notwithstanding Minnesota Statutes section 163.06, subdivision 5, road and bridge fund tax money that is collected from the various unorganized townships may be expended by the Itasca County board in any of the unorganized townships in the County".

Funding Areas:

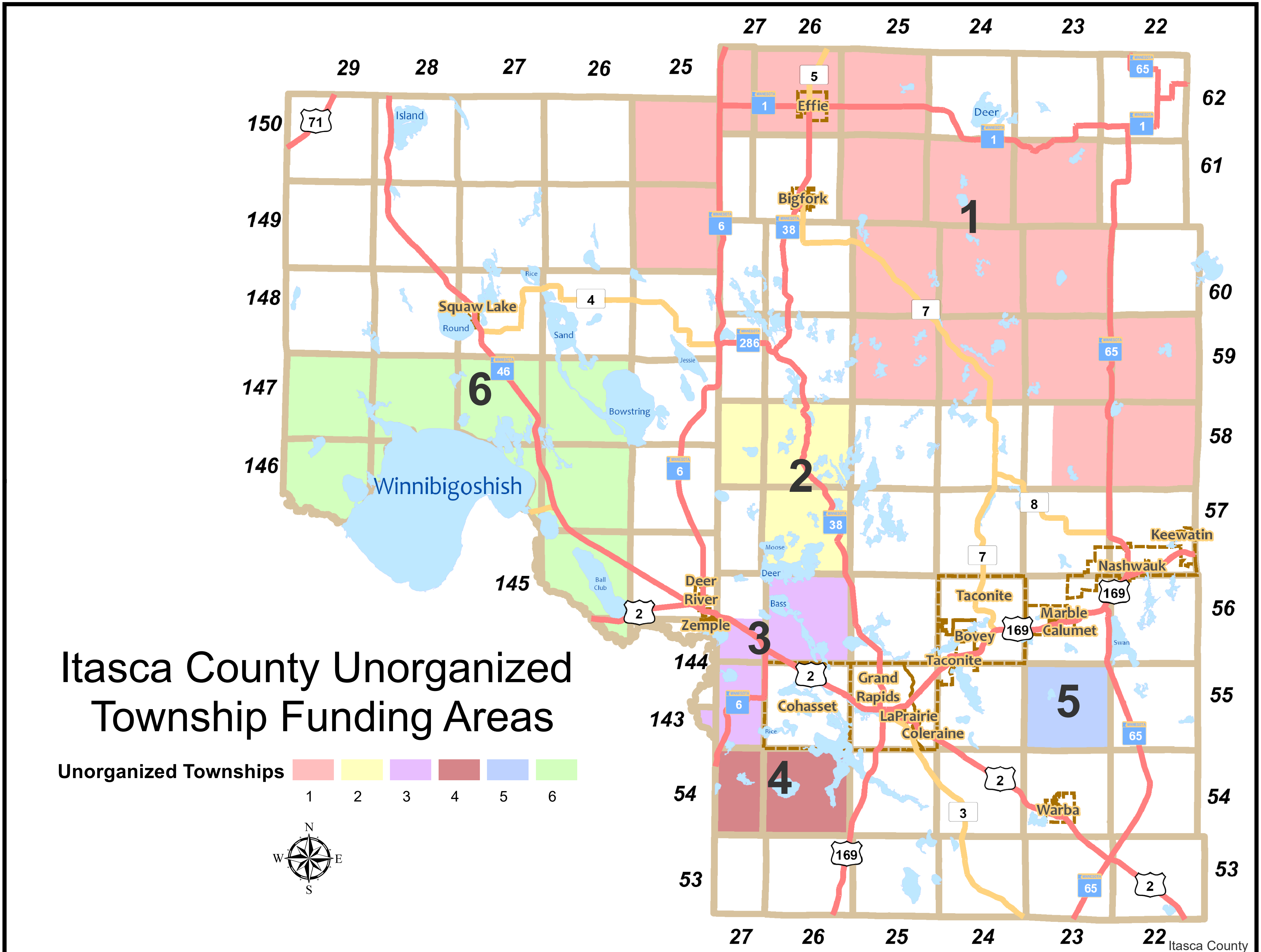
Although the special legislation allows for the revenues from unorganized township road and bridge levies to be combined into one fund and to be spent in any unorganized township, there remains a need to better utilize those funds in a manner which best serves the area in which those funds are collected. Unorganized Townships with similar geographical and functional characteristics have been divided into six Sub-Areas as shown on the attached map.

Accounting:

1. The unorganized township road and bridge fund tax capacity rate for each unorganized township shall be made equal and be set annually by the Itasca County Board.
2. The County Board will set an annual budget for the unorganized township maintenance expenses. The Transportation Department will determine the actual costs to the UT System after year-end and create a bill for transfer of

funds. The bill will not exceed the budget amount, with any additional costs being covered by the County Road and Bridge fund.

3. Funds in the UT System that are not utilized for maintenance, will be held for construction projects, established through the five-year plan.
4. The Auditor Treasurer’s office will create new accounting codes, one for each funding area, and move monies from the individual unorganized township funds to their appropriate funding area. From that point forward, incoming taxes and fees, and outgoing reimbursements and expenses will be kept by funding area. The cumulative total of the funds available for the UT System will not go below zero. If the UT fund is depleted, continued maintenance will be funded by the County road and bridge fund.


Itasca County Unorganized Township Funding Areas
Unorganized Townships
1
2
3
4
5
6
Winnibigoshish
Bowstring
Island
Squaw Lake
Round
Sand
Rice
Jessie
Ball Club
Deer River
Zemple
Effie
Bigfork
Deer
Moose
Bass
Cohasset
Grand Rapids
LaPrairie
Coleraine
Taconite
Bovey
Marble
Calumet
Nashwauk
Keewatin
Warba
Swan
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Itasca County

Itasca County Township Miles Certification

Commissioner of Transportation
State of Minnesota

Total Miles for Organized Townships = 316.59
Total Miles for Unorganized Townships = 283.70
Total Township Miles = 600.29

Attn: Kristine Elwood
Assistant Commissioner
State Aid and Statewide Radio Communications Division Engineer

I hereby certify that the mileage listed for the townships in the County of Itasca, are that mileage that has been maintained and open to the traveling public at least eight months of the year 2025 (MN. Rules. 8820.0200 Subp.41; 8820.2300 Subp.1b; 8820.2300 Subp. 2a.; MN Stat. 162.081):

Township	Miles
Alvwood Township	1.50
Arbo Township	11.80
Ardenhurst Township	4.70
Balsam Township	6.69
Bearville Township	4.45
Bigfork Township	14.80
Blackberry Township	17.22
Bowstring Township	3.48
Carpenter Township	6.20
Deer River Township	10.62
Feeley Township	6.90
Good Hope Township	5.00
Goodland Township	9.00
Greenway Township	16.49
Harris Township	34.80
Kinghurst Township	0.70
Lake Jessie Township	8.10
Lawrence Township	6.30
Lone Pine Township	1.37
Marcell Township	18.75
Max Township	7.28

Township	Miles
Moose Park Township	5.80
Morse Township	5.70
Nashwauk Township	33.50
Nore Township	2.65
Oteneagen Township	2.30
Pomroy Township	1.50
Sago Township	4.65
Sand Lake Township	3.75
Spang Township	9.70
Splithand Township	3.10
Stokes Township	6.50
Third River Township	1.78
Trout Lake Township	21.22
Wabana Township	7.19
Wawina Township	4.80
Wildwood Township	4.36
Wirt Township	1.95

Total Organized Township Miles: 316.59

11-20-25
(Date)

Karin Grandia
(Signature) County Engineer

Itasca County Township Miles Certification

Commissioner of Transportation
State of Minnesota

Attn: Kristine Elwood
Assistant Commissioner
State Aid and Statewide Radio Communications Division Engineer

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Township	Range	Miles
T54N	R26W	29.90
T54N	R27W	1.30
T55N	R23W	16.75
T55N	R27W	11.57
T56N	R26W	29.47
T56N	R27W	4.50
T57N	R26W	18.33
T58N	R22W	18.80
T58N	R23W	13.35
T58N	R26W	4.80
T58N	R27W	6.35
T59N	R22W	5.75
T59N	R23W	3.63
T59N	R24W	12.67
T59N	R25W	6.75
T60N	R23W	7.25
T60N	R24W	7.10
T60N	R25W	15.20
T61N	R23W	4.85
T61N	R25W	3.35
T62N	R25W	18.05

Township	Range	Miles
T62N	R26W	4.70
T62N	R27W	1.00
T143N	R25W	1.83
T144N	R26W	4.60
T145N	R26W	8.50
T146N	R26W	7.75
T146N	R27W	4.20
T147N	R26W	9.45
T147N	R27W	0.50
T149N	R25W	0.19
T150N	R25W	1.26

Total Unorganized Township Miles: 283.70

11-20-25
(Date)

Karin Grandlie
(Signature) County Engineer

Itasca County Township Miles Certification

Commissioner of Transportation
State of Minnesota

Attn: Kristine Elwood
Assistant Commissioner
State Aid and Statewide Radio Communications Division Engineer

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T56N	R27W	4.50
T57N	R26W	18.33
T58N	R22W	18.80
T58N	R23W	13.35
T58N	R26W	4.80
T58N	R27W	6.35
T59N	R22W	5.75
T59N	R23W	3.63
T59N	R24W	12.67
T59N	R25W	6.75
T60N	R23W	7.25
T60N	R24W	7.10
T60N	R25W	15.20
T61N	R23W	4.85
T61N	R25W	3.35
T62N	R25W	18.05

Township	Range	Miles
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T145N	R26W	8.50
T146N	R26W	7.75
T146N	R27W	4.20
T147N	R26W	9.45
T147N	R27W	0.50
T149N	R25W	0.19
T150N	R25W	1.26

Total Unorganized Township Miles: 283.70

11-20-25
(Date)

Karin Grandia
(Signature) County Engineer

8820.0200 DEFINITIONS.

Subpart 1. **Scope.** For purposes of this chapter the following terms have the meanings given them in this part.

Subp. 2. **AASHTO.** "AASHTO" means the American Association of State Highway and Transportation Officials, 444 North Capitol Street Northwest, Suite 249, Washington, D.C. 20001.

Subp. 3. **ADT.** "ADT" means average daily traffic, which is computed by dividing the total number of vehicles traveling over a segment of roadway in one year by 365.

Subp. 4. **Advance.** "Advance" means the authorized expenditure of future funds from any funds available for use on an approved state-aid project. Advanced funds will be repaid to the appropriate account from subsequent apportionments.

Subp. 5. **Agency agreement.** "Agency agreement" means an agreement between a city, county, or other governmental unit and the commissioner by which the city, county, or other governmental unit may appoint the commissioner as the agent, with respect to federally funded projects, to accept and receive federal funds made available for projects and to let contracts or provide oversight to city, county, or other governmental unit contracts, in accordance with law for the construction or improvement of local streets or roads or other construction projects.

Subp. 6. **Bicycle lane.** "Bicycle lane" has the meaning given it in Minnesota Statutes, section 169.011, subdivision 5.

Subp. 7. **Bridge.** "Bridge" has the meaning given it in part 8810.8000, subpart 2.

Subp. 8. **Bridge rehabilitation.** "Bridge rehabilitation" means (1) the partial reconstruction of an existing bridge to meet current design criteria and construction standards or (2) a project that fixes the deterioration in the structure or improves the geometrics or load-carrying capacity, but may not necessarily provide improvement to meet new design standards.

Subp. 9. **City.** "City" means a statutory or home rule charter city.

Subp. 10. **City engineer.** "City engineer" means a licensed professional engineer employed as the city engineer or the director of public works, city engineer of each urban municipality.

Subp. 11. **City of the first class.** "City of the first class" has the meaning given it in Minnesota Statutes, section 410.01.

Subp. 12. **City streets.** "City streets" are those streets under the jurisdiction of an urban municipality, and do not include county highways or trunk highways within the urban municipality.

Subp. 13. **Clear zone.** "Clear zone" is the distance measured from the edge of the outside through-traffic lane, which must be free of fixed objects and meet or exceed the minimum in-slope dimensions indicated in the design charts of this chapter.

Subp. 14. **Commissioner.** "Commissioner" means the commissioner of the Minnesota Department of Transportation, or a designated representative.

Subp. 15. **County highway engineer.** "County highway engineer" means a licensed professional engineer employed as the county highway engineer, county engineer, or the director of public works, county engineer of each county.

Subp. 16. **County-municipal account.** "County-municipal account" means a separate record of that portion of the county state-aid highway funds allocated for expenditure on county state-aid highways within cities having less than 5,000 population.

Subp. 16a. **Curb reaction distance.** "Curb reaction distance" means the distance measured from the edge of the outside through-traffic lane to the adjacent face of curb.

Subp. 17. **Disaster account.** "Disaster account" means an account provided by law for use in aiding a county or urban municipality that has suffered a serious damage to its county state-aid highway system or municipal state-aid street system from fire, flood, tornado, or other uncontrollable forces of such proportion that the cost of repairs to that county state-aid highway system or municipal state-aid street system is beyond the normal resources of the county or urban municipality.

Subp. 18. **Disaster board.** "Disaster board" means a board, appointed in accordance with law, to investigate and report its findings and recommendations to the commissioner as to a county's or urban municipality's claim of a disaster or unforeseen event affecting its county state-aid highway or municipal state-aid street system and resulting in a financial hardship.

Subp. 19. **District state-aid engineer.** "District state-aid engineer" means a licensed engineer employed as the district state-aid engineer of the Minnesota Department of Transportation, or a designated representative.

Subp. 19a. **Excess sum.** "Excess sum" has the meaning given in Minnesota Statutes, section 162.07, subdivision 1a.

Subp. 20. **Force account agreement.** "Force account agreement" means an agreement between the Minnesota Department of Transportation and an urban municipality or county for the urban municipality or county to do state-aid funded construction projects with local forces, and for the urban municipality or county to be reimbursed, based on agreed unit prices.

Subp. 21. **Functional classification plan.** "Functional classification plan" means a plan by which highways and streets are grouped into classes according to the character of service they are intended to provide.

Subp. 22. **Level of service.** "Level of service" has the meaning given in the Highway Capacity Manual, Special Report 209, as revised and published by the Transportation Research Board of the National Research Council, Washington, D.C. The definition is incorporated by reference, is not subject to frequent change, and is located at the Minnesota State Law Library, 25 Rev. Dr. Martin Luther King Jr. Blvd., St. Paul, Minnesota 55155.

Subp. 23. **Local forces.** "Local forces" means railroad forces when working on a railroad crossing, utility forces when conducting utility work eligible under a force account agreement, the employees of a local unit of government, or contract forces for contracts not advertised for bids in accordance with Minnesota Statutes, section 471.345, needed to perform a specific project for reasons of expertise or necessary expediency.

Subp. 24. **Local highway or street department.** "Local highway or street department" means the highway or appropriate department of each county and each urban municipality.

Subp. 25. **Local road research board.** "Local road research board" means a board appointed in accordance with part 8820.3200 to recommend specific research projects to the commissioner.

Subp. 26. **Natural preservation route.** "Natural preservation route" means an existing or proposed roadway that has been designated as a natural preservation route in accordance with Minnesota Statutes, section 162.021, by the commissioner upon petition by a county board and that possesses sensitive or unique scenic, environmental, pastoral, or historical characteristics.

Subp. 27. **Needs report.** "Needs report" means a report of the estimated construction cost required to improve a state-aid system to standards adequate for future traffic on a uniform basis.

Subp. 28. **Paved shoulder.** "Paved shoulder" means a part of a highway which is contiguous to the regularly traveled portion of the highway and is on the same level as the highway.

Subp. 29. **Project development costs.** "Project development costs" are any costs (1) incurred before a contract is awarded and (2) attributable to the development of a project on a designated state-aid route. These costs include, but are not limited to, costs for preparation of environmental documentation, special studies or reports, historical or archaeological reviews, project design, costs of obtaining permits, and public involvement, but does not include costs for acquiring right-of-way.

Subp. 30. **Reconditioning.** "Reconditioning" includes resurfacing, replacement, or rehabilitation of the pavement structure to extend the life of the roadway and effectively address critical safety and operations needs through minor improvements to the existing facility. Reconditioning projects generally utilize the existing horizontal and vertical alignment, may entail minor widening or geometric improvement, and normally require little or no additional right-of-way. Reconditioning may include changes in vertical or horizontal alignment involving no more than 20 percent of the length of the project. Reconditioning may include curb replacement along no more than 20 percent of the length of the project, not including curb replacement for purposes of meeting the Americans with Disabilities Act requirements. Work does not normally extend beyond the existing ditch bottom.

Subp. 31. **Reconstruction.** "Reconstruction" means (1) the replacement of an existing roadway on a similar alignment or (2) the replacement of an existing bridge with a completely new bridge.

Subp. 31a. **Rural.** "Rural" means a roadway that includes ditches and is located in an area that is not presently, nor will it be in the foreseeable future, sufficiently developed to warrant use of an urban design.

Subp. 32. **Screening board.** "Screening board" means the county screening board or municipal screening board appointed in accordance with law and authorized to recommend to the commissioner the size and money needs for each of their state-aid systems.

Subp. 33. **Shared lane.** "Shared lane" means any roadway or travel lane upon which a separate bicycle lane is not designated and which bicycles may legally use, whether or not such facility is specifically designated as a bikeway or bicycle route.

Subp. 34. **Shared use path.** "Shared use path" means a bikeway that is physically separated from a roadway or shoulder by the use of an open space buffer or physical barrier. A shared use path can also be used by a variety of nonmotorized users such as pedestrians, joggers, skaters, and wheelchair users.

Subp. 35. [Repealed, 42 SR 485]

Subp. 36. **State-aid engineer.** "State-aid engineer" means a licensed engineer employed as the state-aid engineer of the Minnesota Department of Transportation, or a designated representative.

Subp. 37. **Suburban.** "Suburban" means an area both in a subdivided area or an area in a detailed development process, and where physical restraints are present that prevent reasonable application of the rural design standards.

Subp. 38. **Town allotment.** "Town allotment" means the county apportionment of county state-aid highway funds for use in constructing and maintaining town roads.

Subp. 39. **Town bridge account.** "Town bridge account" means the apportionment of county state-aid turnback funds for use in the construction or reconstruction of bridges on town roads.

Subp. 40. **Town bridge need.** "Town bridge need" means the estimated construction cost required to improve or replace a town bridge to conform to standards adequate for future traffic on a uniform basis.

Subp. 41. **Town road.** "Town road" means a road that is maintained by a town or any other local unit of government acting as a town and open to the traveling public a minimum of eight months of the year as certified by the county highway engineer.

Subp. 42. **Town road account.** "Town road account" means the apportionment of county state-aid turnback funds for use in the construction, reconstruction, or gravel maintenance of town roads.

Subp. 43. **Turnback account.** "Turnback account" means the account provided by law for payment to the county or urban municipality for the approved repair and restoration or reconstruction and improvement of those former trunk highways that have reverted to county or urban municipal jurisdiction and have become part of the state-aid system.

Subp. 43a. **Urban.** "Urban" means a roadway that includes a curb and gutter and is, or will be in the foreseeable future, located in an area that is sufficiently developed to warrant an urban design.

Subp. 44. **Urban municipality.** "Urban municipality" means a city having 5,000 or more population, determined in accordance with the provisions of law.

Subp. 45. **Variance committee.** "Variance committee" means a committee appointed in accordance with part 8820.3400 to investigate and make recommendations to the commissioner on requests for variances from this chapter.

Subp. 46. **Wide outside lane.** "Wide outside lane" means outside lanes which accommodate bicycles and motorists in the same lane with a lane width of 14 to 16 feet. For accommodating bicyclists, the wide outside lane dimension shall be to the face of curb.

Statutory Authority: *MS s 14.386; 14.389; 161.082; 161.083; 162.02; 162.021; 162.09; 162.155; L 1983 c 17*

History: *8 SR 2146; 15 SR 2596; 18 SR 32; 20 SR 1041; 23 SR 1455; 24 SR 1885; 29 SR 449; 32 SR 608; 36 SR 925; 37 SR 697; 42 SR 485*

Published Electronically: *November 20, 2017*

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

Tuesday, January 13, 2026

REQUEST FOR BOARD ACTION: RBA-2026-14

DEPARTMENT: Land Department **TIME REQUESTED:** < 5 Minutes
PRESENTER: Wendy Uzelac, Spring Higley, Lori Huber

AGENDA ITEM:
Livestock Pavilion at Itasca County Fairgrounds

BOARD ACTION REQUESTED:
Receive information regarding the plan to proceed with RFP's for a new Livestock Pavilion at the Itasca County Fairgrounds.

BACKGROUND:
The Itasca County Agricultural Association (ICAA) is planning to proceed with RFPs for a new Livestock Pavilion at the Itasca County Fairgrounds. They have raised funding for the proposed building through the Lights in the Pines event as well as through sponsors. The ICAA would like to know if there are any County Board concerns regarding continuing to move this project forward.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

It was the consensus of the County Board to have final specs and other information for the Livestock Pavilion obtained and brought back to the Board.

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

Tuesday, January 13, 2026

REQUEST FOR BOARD ACTION: RBA-2026-7

DEPARTMENT: Administrative Services **TIME REQUESTED:** 5 Minutes
PRESENTER: Clarissa Spicer, DNR NE Regional Director

AGENDA ITEM:
New DNR NE Regional Director

BOARD ACTION REQUESTED:
To meet the new DNR NE Regional Director.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

01/13/2026

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

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

Tuesday, January 13, 2026

REQUEST FOR BOARD ACTION: RBA-2026-28

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

AGENDA ITEM:
Reconsider RBA #2025-734 Re: Bids for Legal Printing

BOARD ACTION REQUESTED:
Reconsider RBA #2025-734 Re: Bids for Legal Printing.

BACKGROUND:
At the 1/6/2026 Organizational Meeting, the Board voted 5-0 to begin using the Herald Review as the sole publisher of Itasca County and discontinuing service with the Scenic Range Newspaper.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. RBA 2025-734
2. 1-6-2026 Meeting Minutes

Motion To: Approve reconsidering the previously approved bid while allowing a two (2) week timeframe to review additional information and bringing that back to the Board on January 27, 2026.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Terry Snyder
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, January 6, 2026

REQUEST FOR BOARD ACTION: RBA-2025-734

DEPARTMENT: Auditor / Treasurer
PRESENTER: Austin Rohling
TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Bids for Legal Printing

BOARD ACTION REQUESTED:
Award the Bids for Legal Publication for 2026: Official Proceedings, Financial Statements and Delinquent Tax Notice.

BACKGROUND:
Bids were accepted and informally opened at 10:00am on December 18, 2025.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Newspaper Bid Form
2. Herald Review Request

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

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

4. Bids for Legal Printing
Motion To: Awarded the Bid for Legal Publication for 2026 Official Proceedings, Financial Statements and Delinquent Tax Notice to Grand Rapids Herald Review.

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

5. Letter of Support for Lake Country Power
Motion To: Approve a letter of support for Lake Country Power and authorize Chair signature.

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

6. CEDA Update
Jessica Pellinen, Lisa Randall, Amanda Lamppa, and Tracy Hensley provided and update on the work CEDA has completed and has in progress.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

7. 2026 Salary for Elected Itasca County Attorney
Motion To: Adopt the Resolution Re: Year 2026 Salary for Elected Itasca County Attorney, which sets the salary at $145,600.

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

8. 2026 Salary for Elected Itasca County Auditor/Treasurer
Motion To: Adopt the Resolution Re: Year 2026 Salary for Elected Itasca County Auditor/Treasurer, which sets the salary at $132,022.80.

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

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

Tuesday, January 13, 2026

REQUEST FOR BOARD ACTION: RBA-2026-16

DEPARTMENT: Administrative Services **TIME REQUESTED:** 20 Minutes
PRESENTER: Administrator Skyles

AGENDA ITEM:
Closed Litigation Session - Attorney-Client Privilege

BOARD ACTION REQUESTED:
Hold a meeting which may be closed pursuant to Minn. Stat. §§ 13D.05, Subd. 3(b) and 13D.05, Subd. 1(d), based upon Attorney Client Privilege, Minn. Stat. § 595.02, Subd. 1(b), to consult with its attorney in reference to attorney-client privilege information.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

01/13/2026

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**