



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, January 19, 2021

2:30 PM

Itasca County Boardroom

FINAL

WORK SESSION MINUTES

I. CALL TO ORDER

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

Attendee Name	Title	Status	Arrived
Davin Tinquist	District #1	Present	2:30 PM
Terry Snyder	District #2	Present	2:30 PM
Leo Trunt	District #3	Present	2:30 PM
Burl Ives	District #4	Present	2:30 PM
Ben DeNucci	District #5	Present	2:30 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Add Items #6.11 (DNR Update on the Canisteo Pit) and #6.12 (Review Letter of Request, Infrastructure Contribution), and approve the agenda, as amended.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, January 12, 2021 County Board Regular Session.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Ben DeNucci
SECONDER:	Commissioner Leo Trunt
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

V. RECOMMENDED FOR CONSENT AGENDA

1. Approve a lease agreement with USS Itasca Clean Energy LLC for a solar lease and easement at the Grand Rapids/Itasca County Airport and authorize necessary signatures.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/26/2021 2:30 PM
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2. Authorize the IMCare Director and County Board chair to sign the Purchase of Service Agreement with Cirdan Health Systems.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/26/2021 2:30 PM
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3. Authorize IMCare Director and County Board chair to sign the contract between IMCare and Oak Hills Assisted Living; HH Operations, Inc. retro to 1/1/2021.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/26/2021 2:30 PM
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4. Authorize the County Transportation Department to not require PLA's on the list of projects entitled "2021 Transportation Department Projects - Project Labor Agreements Worksheet".

RESULT: RECOMMENDED FOR CONSENT NEXT: 01/26/2021 2:30 PM

5. Adopt the Resolution Re: Authorizing and Fixing the Notice and Terms of Tax-Forfeited Land Sale to Adjoining Landowners

RESULT: RECOMMENDED FOR CONSENT NEXT: 01/26/2021 2:30 PM

6. Approve utility easement for construction, maintenance and operation of upgrading single phase overhead primary telecommunication lines to three phase overhead primary telecommunication lines over and across tax-forfeited trust lands in Section 27, 28 and 34, Township 59, Range 24 and authorize necessary signatures.

RESULT: RECOMMENDED FOR CONSENT NEXT: 01/26/2021 2:30 PM

7. Adopt the Resolution Re: Resolution of Support from Sponsoring Agency, which indicates that Itasca County agrees to act as the sponsor/fiscal agent for an application for funding from the Local Road Improvement Program (LRIP), as requested by Harris Township.

RESULT: RECOMMENDED FOR CONSENT NEXT: 01/26/2021 2:30 PM

VI. DISCUSSION / INFORMATIONAL

1. Citizen Input

No citizen input provided.

2. Contracts for COVID-19 Vaccination Administration

Motion To: Authorize entering into a contractual agreement between Itasca County Public Health and the following Registered Nurses (RNs): Carey Skrbec, Carol Brown, and Pamela Friesen for the period of January 19, 2021 through December 31, 2021 for the purpose of COVID-19 Vaccination Administration at a rate of \$40 per hour.

RESULT: APPROVED (5 TO 0)

MOVER: Commissioner Davin Tinquist

SECONDER: Commissioner Terry Snyder

AYES: Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

3. Request for Hiring Authorization

Health and Human Services Director Eric Villeneuve provided information regarding the request to authorize hiring of one (1) Public Health Nurse position in the Public Health Division of the Health and Human Services Department, due to a resignation.

RESULT: RECOMMENDED FOR CONSENT NEXT: 01/26/2021 2:30 PM

4. Authorize a Change in Allocation and Hiring Authorization

IT Director Chris Gunderson provided information regarding the request to authorize a change in allocation of one (1) vacant Grade-11 Network Telecommunications Specialist position to a Grade-12 Senior System Engineer position and to authorize filling the position.

RESULT: RECOMMENDED FOR CONSENT NEXT: 01/26/2021 2:30 PM

5. Joint Powers Agreement for Regional Solid Waste Management Plan

Environmental Services Director Dan Swenson provided information regarding the request to approve the Joint Powers Agreement by the terms under which the parties will operate to accomplish completion of a regional solid waste management plan for Northeastern Minnesota.

RESULT: RECOMMENDED FOR CONSENT NEXT: 01/26/2021 2:30 PM

6. Opportunity for Input on MnDOT's Litter Study

Assistant County Engineer Ryan Sutherland provided information regarding the opportunity to provide input on the Minnesota Department of Transportation's (MnDOT's) Litter Study to evaluate the impact of litter on US, State, and Interstate highways in Minnesota.

RESULT: INFORMATIONAL - NO ACTION TAKEN

7. Sale of Tax-Forfeited Land Parcels #92-025-1108 and #92-025-1116 to the City of Keewatin for a Public Purpose

Land Commissioner Kory Cease provided information regarding the request to adopt the Resolution Re: Sale of Tax-forfeited Land to the City of Keewatin for a Public Purpose, which approves sale of the East 90 Feet of the West 106 Feet of the South 55 Feet, North of Highway in the Northeast Quarter of the Northeast Quarter and the East 35 Feet of the West 141 Feet of the South 55 Feet North of Highway in the Northeast Quarter of the Northeast Quarter, Section Twenty-five (25), Township Fifty-seven (57), Range Twenty-two (22) under the terms provided in Minnesota Statute 282.01, Subd. 1a para. (b) for a price of \$4,000 plus all associated costs.

RESULT: RECOMMENDED FOR CONSENT NEXT: 01/26/2021 2:30 PM

8. Request for Change in Allocation and Hiring Authorization

Land Commissioner Kory Cease provided information regarding the request to authorize a change in allocation of one (1) vacant District Forester position to a Forester position and to approve filling the position.

RESULT: RECOMMENDED FOR CONSENT NEXT: 01/26/2021 2:30 PM

9. SWCD Update

Itasca Soil and Water Conservation District (SWCD) District Manager Andy Arens provided a SWCD Update regarding Board reorganization and Upper Mississippi Headwaters 1 Watershed/1 Plan (UMHW 1W1P) draft comment period.

RESULT: INFORMATIONAL - NO ACTION TAKEN

10. Short Term Rentals/VRBOs

Commissioner Snyder provided information regarding interest in setting up an internal committee to look at policies and ordinances regarding Short Term Rentals and/or Vacation Rentals by Owner (VRBOs) that currently exist and examine zoning and assessment practices before bringing something before the County Board for consideration.

RESULT: INFORMATIONAL - NO ACTION TAKEN

11. DNR Update on the Canisteo Pit

Minnesota Department of Natural Resources (DNR) representatives Mike Liljegren and Vicki Sellner provided an update on the Canisteo Pit.

RESULT: INFORMATIONAL - NO ACTION TAKEN

12. Review Letter of Request, Infrastructure Contribution

City of Cohasset Director of City Operations / Finance Director Max Peters provided information regarding the request to consider a \$6 million rail spur infrastructure contribution for a potential economic development project that would result in a \$370 million investment into the City of Cohasset and Itasca County.

Motion To: Direct County Attorney Matti Adam and County Administrator Brett Skyles to draft and send a letter on behalf of Itasca County to conceptually agree to the project and contribution request pending further discussions and information.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Leo Trunt
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

VII. COMMITTEE REPORTS

Commissioner Tinquist reported on his attendance of recent Itasca Waters and Jail Committee meetings, as well as the Community Based Purchasing/DHS work group.

Commissioner Trunt reported on his attendance of recent Western Mesabi Mine Planning Board (WMMPB) and City/County Cooperating Committee meetings.

Commissioner Snyder reported on his attendance of recent City/County Cooperating Committee and Fairgrounds Task Force meetings, as well as Grand Village Executive Director Interviews and various township meetings.

Commissioner DeNucci reported on his attendance of a recent Health and Human Services Advisory Committee meeting, as well as the Mining Task Force organized by RAMS and various city council meetings.

Commissioner Ives reported on his attendance of a recent Itasca Economic Development Corporation (IEDC) meeting.

VIII. ADMINISTRATOR UPDATE**IX. COMMISSIONER COMMENTS**

Commissioner Tinquist provided comment regarding communications had with the Chiefs of the five Fire Departments that are receiving funding from the current round of Coronavirus Relief.

Commissioners Trunt and DeNucci provided comment regarding the Midwest Governor's Association and coal plant communities.

X. CLOSED SESSIONS**XI. ADJOURN**

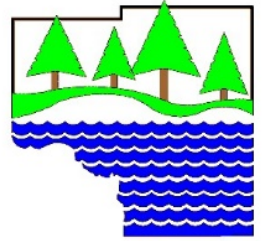
Chair Ives adjourned the meeting at 4:18 PM.

ATTEST

Burl Ives
Chair of the County Board



Brett Skyles
Clerk of the County Board



January 19, 2021

Chair:

PULL: None

ADDITIONS:

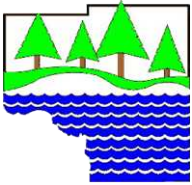
1. Item #6.11 – DNR Update on the Canisteo Pit
2. Item #6.12 – Review Letter of Request, Infrastructure Contribution

CHANGES: None

INFORMATIONAL:

1. Item #5.7 – Additional Information

Amanda



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 12, 2021

2:30 PM

Itasca County Boardroom

DRAFT

REGULAR SESSION MINUTES

I. CALL TO ORDER

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

Attendee Name	Title	Status	Arrived
Davin Tinquist	District #1	Present	2:30 PM
Terry Snyder	District #2	Present	2:30 PM
Leo Trunt	District #3	Present	2:30 PM
Burl Ives	District #4	Present	2:30 PM
Ben DeNucci	District #5	Present	2:30 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Add Item #6.8 (Report on Royalty Payments from Mesabi Metallica) and approve the agenda, as amended.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Terry Snyder
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, January 5, 2021 County Board Organizational/Work Session.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

V. CONSENT AGENDA

Motion To: Approve the Consent Agenda, as presented.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

1. Approve the Private Party Supervised Visitation Contract between ICHHS and Ross Resources, Ltd. for the period of January 12, 2021 through December 31, 2021.
2. Accept the Itasca County Federal Poverty Guideline Fee Schedule and approve yearly updating per Federal Poverty Guidelines.

3. Authorize entering into a contractual agreement between Itasca County Public Health and the following Registered Nurses (RNs): Barb Bunte, Katherine Lavalier, Jennifer Sackett, Karen Buchert, and Lisa Carsrud for the period of January 12, 2021 through December 31, 2021 for the purpose of COVID-19 Vaccination Administration at a rate of \$40 per hour.
4. Approve the 2021-2025 Service Contract with Grand Rapids State Bank for Solid Waste Coupon Sales.
5. Approve the 2021-2025 Service Contract with Bass Brook Recycling for used battery recycling pick-up services.
6. Approve the 2021-2025 Service Contract with Bass Brook Recycling for Scrap Iron & White Goods Recycling services.
7. Approve the 2021-2025 Service Contract with Como Lube & Supplies for Used Oil, Filters, and Anti-Freeze Recycling services.
8. Approve the 2021-2025 Service Contract with American Disposal, Inc. for Furniture Roll-Off Pick-up services.
9. Approve the 2021-2025 Service Contract with Liberty Tire for Tire Recycling services.

VI. REGULAR AGENDA

1. Citizen Input

Hugh Quinn provided citizen input regarding Item #6.6 (Coronavirus Relief Fund Update).

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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2. Recognition of County Employees

The following employees were recognized:

Welcome new employee, Bianca Potter who was hired as a Human Services Support Specialist, Health & Human Services Department effective January 4, 2021.

Congratulations to Stephanie Mattson who was promoted from Eligibility Specialist, Family Services Division to Health Plan Compliance Coordinator, IM Care Division, Health & Human Services effective January 4, 2021.

Welcome new employee, Lisa Berkholz who was hired as a Medical Claims Examiner, IMCare Division, Health & Human Services Department effective January 4, 2021.

Farewell to Karen Webster whose last day as a Public Health Nurse, Health & Human Services Department was December 7, 2020 after 4+ years of service.

Farewell to Dave Bily whose last day as a GIS Coordinator, Survey and Mapping Department was December 31, 2020 after 29+ years of service.

Farewell to Tom Petz whose last day as a Highway Maintenance Worker, Road & Bridge Division, Transportation Department was December 25, 2020 after 23+ years of service.

Congratulations to Shelley McCauley who has accepted a job change from QI/UM Director, IMCare to a Public Health Nurse, Health & Human Services Department effective December 27, 2020.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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3. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of January 15, 2021, in the amount \$2,548,425.80.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

4. ICHHS Warrants

Motion To: Approve the Itasca County Health and Human Services (ICHHS) Department Warrants for December 2020, in the amount of \$1,779,667.23.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

5. COVID-19 Update

Public Health Division Manager Kelly Chandler provided a situational and informational update regarding COVID-19 (novel coronavirus) in Itasca County, including information regarding vaccination roll-out. If you have questions or concerns regarding COVID-19, please call the Public Health Hotline at (218) 327-6784, visit <http://www.co.itasca.mn.us/798/COVID-19-Coronavirus-Information>, or contact First Call for Help/211 at (218) 326-8565.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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6. Coronavirus Relief Fund Update

County Administrator Brett Skyles and Itasca Economic Development Corporation (IEDC) President and CEO Tamara Lowney provided information regarding the second round of Coronavirus Relief Funds, in the amount of \$892,000, to be awarded by March 15, 2021.

Motion To: Set aside \$50,000 for the remaining fire departments, assign Commissioner Tinquist and County Administrator Skyles to coordinate communications with the remaining fire departments, and require return of any unused funds within 30 days.

MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Leo Trunt

Motion To: Amend the motion by striking out "30 days" and inserting "the shortest time frame available."

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Leo Trunt
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

The motion, as amended, returned to the table as follows:

Set aside \$50,000 for the remaining fire departments, assign Commissioner Tinquist and County Administrator Skyles to coordinate communications with the remaining fire departments, and require return of any unused funds within the shortest time frame available.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Leo Trunt
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

Motion To: Allocate \$50,000 for the non-profit service clubs.

MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Burl Ives

Motion To: Amend the motion by changing the amount allocated from \$50,000 to \$100,000.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Ben DeNucci
SECONDER:	Commissioner Leo Trunt
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

The motion, as amended, returned to the table as follows:

Allocate \$100,000 for the non-profit service clubs.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Burl Ives
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

Motion To: Utilize remaining funds, including roll-over of any excess funds, for Option B.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Leo Trunt
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Ben DeNucci
ABSTAIN:	Burl Ives

7. 2021 Board Objectives and Priorities

Chair Ives provided information to the County Board regarding 2021 Objectives and Priorities.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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8. Report on Royalty Payments from Mesabi Metalics

County Administrator Brett Skyles provided a report regarding a royalty payment from Mesabi Metalics, which will be apportioned out to Itasca County, Nashwauk-Keewatin school district, Greenway school district, City of Nashwauk, and Greenway Township.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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VII. COMMISSIONER COMMENTS

Commissioner Snyder provided comment regarding Hill Annex Mine Dewatering, Vacation Rentals by Owner (VRBOs), and Payment in Lieu of Taxes (PILT) disparity.

Commissioner DeNucci provided comment regarding continued work on the Local Option Sales Tax for the New Jail/Facilities project and the royalty payment from Mesabi Metalics.

RECESS

Chair Ives recessed the meeting at 3:44 PM.

RECONVENE

Chair Ives reconvened the meeting at 4:01 PM, with all members present.

VIII. CLOSED SESSIONS

1. Closed Session per MN Statutes 13D.05, Subd. 3(c)(3) Re: Jail Project Land and Acquisition Costs

Motion To: Go into Closed Session per MN Statutes 13D.05, Subd. 3(c)(3) Re: Jail Project Land and Acquisition Costs as it relates to considering relocation expenses relative to Parcel Identification Numbers (PINs) 91-415-2940, 91-415-2930, 91-415-2920, and 91-415-2950.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

Others Present: County Attorney Matti Adam, Contracted Special Counsel Adam Ripple (via telephone), County Administrator Brett Skyles, and Deputy Clerk of the County Board Amanda Schultz.

Motion To: Go into Open Session.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Terry Snyder
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

Chair Ives corrected the statutory reference for the closure of this portion of the meeting, which should be pursuant to MN Statutes 13D.05, Subd. 3(b based upon Attorney Client Privilege.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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IX. ADJOURN

Chair Ives adjourned the meeting at 5:10 PM.

ATTEST

Burl Ives
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 19, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1281

DEPARTMENT: Administrative Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Matt Wegwerth, Brett Skyles

AGENDA ITEM:

Lease Agreement with USS Solar

BOARD ACTION REQUESTED:

Approve a lease agreement with USS Itasca Clean Energy LLC for a solar lease and easement at the Grand Rapids/Itasca County Airport and authorize necessary signatures.

BACKGROUND:

The City of Grand Rapids and the Grand Rapids Public Utilities Commission have been working with US Solar on a solar garden project at the Grand Rapids/Itasca County Airport. The site has been graded and a developers agreement has been reached between all parties. A lease and solar easement are now required for the project to move forward.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. US Solar - Grand Rapids - Option to Lease - Execution Version

01/19/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/26/2021 2:30 PM
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OPTION TO LEASE, LEASE AND SOLAR EASEMENT

This Option to Lease, Lease and Solar Easement (this “Agreement”) by and between the City of Grand Rapids, a Minnesota municipal corporation, as 100% fee owner of Parcel No. 1, the City of Grand Rapids, a Minnesota municipal corporation, and County of Itasca, Minnesota, as equal tenants in common of Parcel No. 2, the Grand Rapids / Itasca County Joint Airport Commission, as 100% fee owner of Parcel No. 3, and the Grand Rapids – Itasca County Airport Commission, as 100% fee owner of Parcel No. 4 (collectively, “Lessor”), and USS Itasca Clean Energy LLC, a Delaware limited liability company, and its successors and assigns (“Lessee”) is entered into and effective on January ___, 2021 (the “Effective Date”). Capitalized terms used but not defined herein shall have the meanings given to such terms in Exhibit E.

RECITALS

1. Lessor is the owner of real property located in Itasca County, Minnesota that is legally described in Exhibit A (the “Lessor Property”). Lessor uses the Lessor Property for agricultural purposes.

2. Lessee is engaged in the business of developing, constructing, owning and operating solar energy conversion facilities for the production of electricity.

3. Lessee desires an option to, and upon the exercise of such option in accordance with the terms hereof shall, lease and obtain certain easements and rights over the Lessor Property, all on the terms and conditions set forth herein.

4. Lessor desires to grant such option to, and upon Lessee’s exercise of such option shall, lease and grant such easements and rights over the Lessor Property, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the above premises and the mutual promises and other consideration set forth below, the adequacy and receipt of which is acknowledged, Lessor and Lessee agree as follows:

ARTICLE I OPTION TO LEASE

Section 1.1. Grant and Exercise of Option. Lessor hereby grants to Lessee an exclusive option (the “Option”) to lease Lessor’s real property legally described and depicted on Exhibit A (the “Lease Premises”). Lessee may exercise the Option in its sole discretion by delivering written notice to Lessor at any time prior to the last day of the Option Period (as defined below). If Lessee exercises the Option, then the term of the Lease (as defined in Article II below) shall commence on the date such notice is given, or such other date within the Option Period as Lessee may specify in such notice (the “Lease Effective Date”). For purposes of this Agreement, “Option Period” means the period beginning on the Effective Date and ending on the earliest to occur of:

- (a) the first (1st) anniversary of the Effective Date; provided, however, that if Lessee requires additional time to complete Due Diligence Activities (as defined below), Lessee shall have the option to extend this period by such additional period of time as Lessee may reasonably require to complete such Due Diligence Activities, but not to exceed an additional 2 years;
- (b) the termination of this Agreement under Section 5.1; and
- (c) the Lease Effective Date.

As consideration for the Option, Lessee shall pay to Lessor the applicable amounts set forth in Section 4.1.

Section 1.2. Access to the Lease Premises During Option Period. During the Option Period, Lessee shall have the right to access the Lease Premises for the purpose of (i) monitoring, testing and assessing the Lease Premises for use as a solar photovoltaic energy generation site; (ii) conducting such tests, analysis or feasibility studies as Lessee deems advisable, including measurement of sunlight or solar energy potential and other meteorological data; (iii) conducting environmental and suitability assessments of the Lease Premises, including soil borings, wetlands assessments and environmental impact and wildlife analyses; (iv) conducting development, siting and design activities and analysis of the Lease Premises, including creating a conceptual design and layout for a potential solar photovoltaic energy generation facility; (v) commencing the permitting and application process related to such facility; and (vi) conducting such other tests, analysis or studies as may be required by permitting agencies or as Lessee deems advisable (collectively, the “Due Diligence Activities”). The costs for all such activities shall be the responsibility of Lessee. Lessee’s right to conduct Due Diligence Activities on the Lease Premises during the Option Period shall be exclusive and Lessor acknowledges that Lessor may not grant any other person or entity any such rights.

ARTICLE II LEASE

Section 2.1. Lease. If Lessee exercises the Option set forth in Section 1.1 during the Option Period, Lessor shall lease to Lessee, and Lessee shall lease from Lessor, the Lease Premises (the “Lease”). As consideration for the Lease, Lessee shall pay to Lessor the amounts set forth in Section 4.1. For avoidance of doubt, if Lessee exercises the Option set forth in Section 1.1, the Lease shall automatically become effective on the Lease Effective Date without any further action by either party.

Section 2.2. Lease Term. The term of the Lease shall commence upon the Lease Effective Date and continue until 11:59 pm on the twenty-fifth (25th) anniversary of the Commercial Operation Date (the “Initial Term”), unless terminated earlier or extended in accordance with the following sentence. Lessee shall have the option, exercisable in its sole discretion, to extend the Initial Term of the Lease for three additional five year periods (each, an “Additional Term” and together with the Initial Term, the “Lease

Term”), the first commencing immediately on the day that the Initial Term would otherwise expire, the second commencing immediately on the day that the first Additional Term would otherwise expire, and the third commencing immediately on the day that the second Additional Term would otherwise expire. Lessee may exercise its extension rights by delivering to Lessor written notice of such extensions no less than 180 days prior to the scheduled expiration of the Initial Term or the then-current Additional Term, as applicable.

Section 2.3. Use of Lease Premises. During the Lease Term, the Lessee may use the Lease Premises for Solar Energy Purposes. For purposes of this Agreement, “Solar Energy Purposes” means converting solar energy into electrical energy, collecting, storing, and transmitting the electrical energy so converted, and all related activities, including, without limitation, conducting Due Diligence Activities, developing, constructing, installing, operating, maintaining, repairing, and replacing photovoltaic electric energy generating equipment, supporting structures and ballasts, inverters, electrical transformers, fixtures, electric distribution lines, communication lines, metering equipment, perimeter fencing, interconnection facilities and related facilities and equipment (collectively, the “Facility”) and commercial beekeeping on the Lease Premises. Lessee’s right to use the Lease Premises for Solar Energy Purposes during the Lease Term shall be exclusive and Lessor acknowledges that Lessor may not grant any other person or entity any such rights. As part of this exclusivity, Lessor agrees to take all reasonable steps to insure that any irrigation device under the control of Lessor or Lessor’s tenants (with the exception of Lessee) not spray, dampen, or shower any portion of the Facility, including the Facility’s perimeter fencing. Said reasonable steps shall include, but are not limited to, configuring, programming, manually adjusting, or interrupting the path of said irrigation device as necessary to comply with this provision.

Section 2.4. Location of Facility; Right to Relocate. Upon completion of design and layout of the Facility, Lessee shall identify specifically that portion of the Lease Premises that will be occupied by the Facility and related facilities, as well as the Access Premises and Distribution Premises, if any, and the parties agree to amend the description of the Lease Premises in Exhibit A to conform to the final Facility design. Notwithstanding the foregoing, Lessee reserves the right to relocate or reconfigure the Facility upon the Lease Premises during the term of this Agreement. Lessee agrees to cooperate with Lessor to locate the Facility on the Lease Premises in a manner that minimizes interference with agricultural or business operations of Lessor or Lessor’s other tenants, to the extent consistent with Lessee’s planned use of the Lease Premises. Upon any such relocation, the parties agree to amend the description of the Lease Premises in Exhibit A to conform to the relocated Facility design.

Section 2.5. Non-Facility Improvements. Any improvements, fixtures or structures that are not a part of the Facility shall not be installed without the express written consent of Lessor.

Section 2.6. Release. Lessee may elect at any time during the Lease Term, at its sole discretion, to release any portion of the Lease Premises from the scope of the Lease Premises by executing and delivering to Lessor an amendment to this Agreement, quit claim deed or similar instrument in recordable form affecting the partial release. Except for any amendments to the description of the Lease Premises made pursuant to Section 2.4 above, any such partial release shall not diminish or otherwise modify the Rent due Lessor without the express agreement of Lessor and an appropriate amendment to this Agreement. The provisions of this Section 2.6 do not provide Lessor with any right to receive Rent if Lessee exercises its right to terminate this Agreement pursuant to Section 5.1.

ARTICLE III EASEMENTS

Section 3.1. Easements. Commencing on the Effective Date, Lessor hereby grants to Lessee, through the last day of this Agreement, the easements and licenses described in Sections 3.2 through 3.7.

Section 3.2. Solar Easement. Lessor hereby grants to Lessee an exclusive easement to use, convert, maintain and capture all sunlight which naturally arrives at the Lease Premises, as well as an exclusive easement prohibiting any obstruction to the free flow of sunlight to the Lease Premises throughout the entire area of the Lessor Property described on Exhibit B (the "Easement Premises"). The easements granted in this Section 3.2 shall be referred to as the "Solar Easement" and shall be located horizontally three hundred and sixty degrees (360°) from any point where any photovoltaic generating facility is or may be located at any time from time to time (each such location referred to as a "Solar Site") and for a distance from each Solar Site to the boundaries of the Easement Premises, together vertically through all space located above the surface of the Easement Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the plane from each point along the exterior boundary of the Easement Premises through each Solar Site to each point and on and along such line to the opposite exterior boundary of the Easement Premises. With the exception of trees, structures or improvements that were on the Easement Premises on the Effective Date, Lessor may not place, plant or allow any trees, activities, structures or improvements on the Easement Premises or on any adjacent or nearby property of Lessor or any Lessor affiliate after the date of this Agreement which may, in Lessee's sole judgment, impede, diminish or interfere with the receipt of sunlight at any Solar Site, unless Lessor has received advance written approval from Lessee for installation of any such trees, activities, structure or improvement. In the event Lessor places, plants or allows trees, structures or improvements on the Easement Premises that violate the provisions of this Section 3.2, Lessee may notify Lessor and request removal of the applicable tree, structure or improvement, or modification thereof to comply with this Section 3.2. Lessor shall remove or modify such trees, structures or improvements within thirty (30) days of such notice. If Lessor fails to remove or modify the tree, structure or improvement as

requested, Lessee shall be entitled to cause the removal or modification necessary to eliminate the interference with any Solar Site and to then deduct the cost of such work from any payment (including Rent) due from Lessee to Lessor under this Agreement.

Section 3.3. Placement of Facilities. Lessee shall have an exclusive easement to place Facilities on the Lease Premises.

Section 3.4. Easement for Solar Effects. Lessor grants to Lessee an easement and license for each Facility to create, cause, increase, accentuate, or otherwise contribute to the occurrence of light, shadows, shadow and light flickering, glare, reflection and other effects attributable to each Facility or operations located on the Lease Premises or on adjacent properties on and across the Lessor Property, and Lessor waives and releases any claims or causes of action arising from or related to the occurrence of any such events.

Section 3.5. Easement for Ingress and Egress. Lessee shall be entitled to ingress and egress to and from the Lease Premises, the Facility and appurtenant equipment and electrical power lines over the Lease Premises and Lessor Property and such additional areas of the Lessor Property as shall be reasonably necessary to access a public roadway or alley. In addition Lessor grants Lessee an access easement ("Access Easement") through the Lessor Property for purposes of Lessee's access to the Facility on the Lease Premises (the "Access Premises"). Lessee may construct, use and/or maintain a road within the Access Premises at Lessee's expense.

Section 3.6. Easement for Distribution Lines. Lessor grants to Lessee an easement on and through that portion of the Lessor Property to be defined pursuant to Section 2.4 (the "Distribution Premises") for the purpose of installing, operating and maintaining an electric distribution line and related communication lines between the Facility and electrical facilities owned by Northern States Power Company, a subsidiary of Xcel Energy ("Utility").

Section 3.7. Cooperation Regarding Utility Easements. Lessor acknowledges that the Facility must be interconnected to the network or grid of Utility, and that such interconnection may require Lessor to grant separate easements to Utility for access, transmission, facilities, or the like. Lessor agrees to negotiate in good faith, and to cooperate with, Lessee and Utility for the purpose of effecting the interconnection.

ARTICLE IV RENT AND TAXES

Section 4.1. Rent.

(a) If Lessee elects not to exercise the Option, Lessee shall pay Lessor \$1,000.00 as consideration for its rights under this Agreement during the Option Period. Any payment due pursuant to this Section 4.1(a) shall be due and payable on the last day of the Option Period.

(b) If Lessee elects to exercise the Option, Lessee shall pay Lessor the following amounts (collectively, the "Rent"):

(i) On the Lease Effective Date, Lessee shall pay Rent of \$1,000.00; For the period of time between the Construction Date and the Commercial Operation Date (the "Construction Period"); Lessee shall pay Rent in the amount and in the manner set forth for such period on Exhibit D; and

(ii) From and after the Commercial Operation Date, Lessee shall pay Rent in the amount and in the manner set forth for such period on Exhibit D.

The "Construction Date" shall be the date on which construction of the Facility commences, as declared by the Lessee in a written notice to the Lessor. The "Commercial Operation Date" shall be the first day of the first full month after the Facility commences commercial production and sale of electricity on the Lease Premises.

(c) Lessor and Lessee acknowledge and agree that the Commercial Operation Date is expected to occur not later than three years after the Lease Effective Date (the last day of such period, as the same may be extended due to Force Majeure or by mutual agreement of the parties, is referred to herein as the "Commercial Operation Date Deadline"). If the Commercial Operation Date does not occur on or prior to the Commercial Operation Date Deadline, then:

(i) Lessee may commence paying Rent as if the Commercial Operation Date had occurred, in which case the Commercial Operation Date Deadline shall be deemed to be the Commercial Operation Date and this Agreement shall remain in full force and effect; or

(ii) Lessee may elect not to commence paying Rent as if the Commercial Operation Date had occurred, in which case either Lessee or Lessor may, if the Commercial Operation Date does not occur within ninety days following the Commercial Operation Date Deadline, elect to terminate the Lease by delivering written notice to the other to such effect, in which case neither Lessee nor Lessor shall have any further obligations under this Agreement and Lessee shall have no further obligation to pay Rent to Lessor.

Lessee shall use commercially reasonable efforts to have the Commercial Operation Date occur on or before Commercial Operation Date Deadline.

Section 4.2. Taxes, Assessments and Utilities.

(a) Lessor shall pay, when due, all real property taxes and assessments levied against the Lessor Property, including the Lease Premises, Easement Premises, Access Premises and Distribution Premises, and all personal property taxes and assessments levied against any of the Lessor Improvements. Subject to Section 4.2 (c), if Lessor fails to pay any such taxes or assessments when due, Lessee may, at its option, pay those

taxes and assessments and any accrued interest and penalties, and deduct the amount of its payment from any payment (including Rent) due from Lessee to Lessor under this Agreement.

(b) Lessee shall pay all personal property, production and other taxes and assessments levied against the Facility or its energy production when due, including any equipment within the Access Premises or Distribution Premises. If the Lessor Property or Lease Premises experiences any increase in the amount of real property taxes assessed against it as a result of the installation of the Facility on the Lease Premises, including any reclassification of the Lessor Property or Lease Premises pursuant to applicable law, Lessee shall pay or reimburse Lessor an amount equal to the increase caused by the Facility no later than ten (10) days prior to the date on which the applicable real estate taxes are due to be paid by Lessor, provided that not less than thirty (30) days prior to such due date Lessor provides Lessee with copies of the applicable current and past statements of real estate taxes payable for the Lessor Property or Lease Premises and any related information demonstrating the increase was caused by the Facility and the amount of the increase.

(c) Either party may contest the validity or amount of any levied taxes, assessments or other charges for which each is responsible under this Agreement as long as such contest is pursued in good faith and with due diligence and the party contesting the tax, assessment or charge has paid the obligation in question or established adequate reserves to pay the obligation in the event of an adverse determination.

Section 4.3. Crop Damages.

(a) Should the Lessor incur crop damages as a result of construction activities that begin prior to harvest for the year in which the Construction Date occurs, Lessee shall pay Lessor damages for crops that are planted on the Lease Premises and lost or destroyed due to Lessor's construction activities ("Damages"). Such Damages will be calculated as follows:

$$\text{Unit Price} \times \text{Unit Yield Per Acre} \times \text{Acres Damaged} = \text{Damages}$$

"Unit Price" is the price for crops of the type that are lost, based on the current Chicago Mercantile Exchange. The "Unit Yield" is the average of the previous three (3) seasons' unit yields according to Lessor's records for the smallest parcel of land that includes the damaged area. If Lessor does not have yield records available, the parties will use the Farm Service Agency records or other commonly used yield information available for the area. The parties shall try in good faith to agree to the extent of damage and acreage affected. If the parties cannot agree, they shall have the area measured and extent of damage assessed by an impartial third party such as a crop insurance adjuster or extension agent. Payment shall

be made within sixty (60) days after determining extent of damage. Lessee shall not be required to pay more than a single year's crop loss.

(b) On and after the Construction Date, Lessee shall not be obligated to pay Lessor or its tenants for any loss of income, rent, business opportunities, crops, profits or other losses arising from Lessor's inability to grow crops or otherwise use that portion of the Lease Premises, Access Premises or Distribution Premises physically occupied by Lessee and the Facility, consideration for which is included in Rent.

(c) The parties anticipate and acknowledge that Lessor or its tenants may suffer damage to crops or improvements on the Lessor Property during Lessee's construction, installation and maintenance of the Facility on the Lease Premises and Distribution Premises. Lessee shall pay Lessor fair compensation for any such losses or damage caused by Lessee's activities, and, if the parties cannot reach agreement as to an amount which would constitute fair compensation, the issue shall be submitted to arbitration before a qualified appraiser or any other arbitrator mutually agreed to by the parties. To the extent Lessee pays Lessor compensation for losses or similar damages suffered by a tenant of Lessor, Lessor shall pay the tenant the applicable compensation and Lessor agrees to indemnify and hold Lessee harmless from any failure by Lessor to advance or remit such compensation to its tenant.

ARTICLE V TERMINATION; DEFAULT

Section 5.1. Termination. This Agreement shall terminate upon the first to occur of the following:

(a) On the last day of the Option Period if Lessee's fails to exercise the Option by the end of the Option Period;

(b) Upon the expiration of the Lease Term, as the same may be extended pursuant to Section 2.2;

(c) Upon the written agreement of the parties to terminate this Agreement;

(d) Upon an uncured Event of Default by a party and the written election of the non-defaulting party to terminate this Agreement pursuant to Section 5.2;

(e) Upon Lessee's notice to terminate pursuant to Section 10.1; or

(f) Upon written notice to terminate by Lessee or Lessor pursuant to Section 4.1(c)(ii).

Section 5.2. Events of Default.

(a) Each of the following shall constitute an event of default (“Event of Default”) that shall permit the non-defaulting party to terminate this Agreement or pursue other remedies available at law or equity:

(i) any failure by Lessee to pay Rent if the failure to pay continues for thirty (30) days after written notice from Lessor;

(ii) any other material breach of this Agreement by either party which continues for thirty (30) days after written notice of default from the non-defaulting party or, if the cure will take longer than thirty (30) days, the length of time necessary to effect cure as long as the defaulting party is making diligent efforts to cure during that time.

(b) For all claims, causes of action and damages, the parties shall be entitled to the recovery of actual damages allowed by law unless otherwise limited by this Agreement. Neither the enumeration of Events of Default in Section 5.2 nor the termination of this Agreement by a non-defaulting Party shall limit the right of a non-defaulting Party to rights and remedies available at law, including, but not limited to, claims for breach of contract or failure to perform by the other Party and for direct damages incurred by the non-defaulting Party as a result of the termination of this Agreement.

Section 5.3. Effect of Termination.

(a) Upon the termination or expiration of this Agreement, whether as to the entire Lease Premises or only as to part, Lessee shall remove the Facility located on the portion of the Lease Premises that is terminated or expired within twelve months from the date of such expiration or termination. During such period, Lessee shall be required to pay the amounts set forth in Section 4.

(b) The duty to remove the Facility under Section 5.3(a) shall include the duty to (a) remove from the Lease Premises (or applicable portion thereof) all above surface grade equipment relating to the Facility and other personal property owned, located, installed or constructed by or on behalf of Lessee thereon, (b) remove (from the Lease Premises or applicable portion thereof) all foundations and other fixtures of Lessee, (c) cover up all pit holes, trenches and other borings and excavations made by or on behalf of Lessee on the Lease Premises (or applicable portion thereof), and (d) leave the surface of the Lease Premises (or applicable portion thereof) free from debris arising from the foregoing or from the operations or activities of Lessee. Reclamation shall include, as reasonably required, repair or replacement of damaged drainage tile, leveling, terracing, mulching and other reasonably necessary measures to prevent soil erosion.

(c) Lessor shall provide Lessee with reasonable access to the Lease Premises during the performance of such removal and other work by Lessee for a period of twelve (12) months following the termination or expiration of this Agreement.

(d) If Lessee fails to remove all applicable parts of the Facility within twelve (12) months following the termination or expiration of this Agreement, or such longer period as Lessor may provide by extension, that portion of Facility shall be considered abandoned by Lessee and Lessor may remove that portion of the Facility from the Lease Premises and dispose of it in its sole discretion without notice or liability to Lessee. In the event Lessee fails to remove any of the Facility as required, Lessor may do so, in which case Lessee shall, within thirty days after receipt of an invoice from Lessor, reimburse Lessor for reasonable and documented costs of removal and restoration incurred by Lessor, net of any amounts reasonably recoverable by Lessor with respect to the salvage value of any such equipment.

Section 5.4. Surrender. Upon the termination or expiration of this Agreement, Lessee shall peaceably surrender possession of the Lease Premises.

Section 5.5. Specific Performance. Lessor acknowledges and agrees that should Lessor breach any of its obligations hereunder or otherwise fail to permit Lessee to exercise any of the rights and privileges granted herein, damages would be difficult to calculate and money damages would not be sufficient to compensate Lessee for such breach. As a result, Lessee shall have the right to seek specific enforcement of this Agreement. In that event, Lessor agrees that Lessee has no adequate remedy at law.

Section 5.6. No Consequential Damages. Notwithstanding anything to the contrary in this Agreement, except as specifically set forth in Section 7.6(b) and Section 8.1, neither Lessee nor Lessor shall be entitled to, and each expressly waives, any and all rights to recover consequential, incidental, punitive, indirect or exemplary damages, including, but not limited to, loss of use, loss of revenues, loss of profit, interest charges, or cost of capital, however arising, whether in contract, tort, equity or otherwise, with respect to any claim, action or damages arising from or in connection with this Agreement. Lessee's members, subscribers and Lenders shall have no personal liability or responsibility to Lessor for any damages incurred by Lessor pursuant to this Agreement, and Lessee shall be exclusively responsible to Lessor for any such damages, subject to the provisions of this Agreement.

Section 5.7. Survival of Covenants. The parties acknowledge that the covenants, conditions, rights and restrictions in favor of Lessee including, but not limited to, the easement described in Article III and Lessee's use of and benefit from those covenants, conditions, rights and restrictions, may constitute a portion of a larger set of facilities serving several solar energy facilities with which the Facility will share structural and transmission components, ingress and egress, utility access, and other support, all of which are specifically designed to be interrelated and integrated in operation and use for the full life of the Facility, and that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Agreement shall not be deemed nominal, invalid, inoperative or otherwise be disregarded while any portion of the Facility or related solar projects or facilities remain operational.

ARTICLE VI LESSEE'S COVENANTS

Lessee covenants, represents and warrants to Lessor as follows:

Section 6.1. Liens. Except as expressly provided in this Agreement, Lessee shall keep the Lease Premises and Lessor Property free and clear of all liens and claims of liens for labor, materials, services, supplies and equipment performed on or furnished to Lessee or the Facility on the Lease Premises in connection with Lessee's use of the Lease Premises. Lessee may contest any such lien, but shall post a bond or utilize other available means to remove any lien that is created during the contested proceeding. Lessee agrees to otherwise remove any lien or encumbrance for which it is responsible pursuant to this paragraph within ninety (90) days of the creation of any such lien or encumbrance.

Section 6.2. Permits and Laws.

(a) Lessee and its subcontractors, agents and designees shall at all times comply in all material respects with all federal, state and local laws, statutes, ordinances, rules, regulations, judgments and other valid orders of any governmental authority ("Requirements of Law"), with respect to Lessee's activities pursuant to this Agreement, including Environmental Law, and shall obtain all material permits, licenses and authorizations required thereunder to conduct any and all such activities.

(b) Lessee shall design, construct, install and operate the Facility and any related equipment in all material respects in accordance with Prudent Electric Industry Practice, all Requirements of Law, any local electrical code, and the requirements of Utility.

Section 6.3. Lessee's Improvements.

(a) The Facility and related equipment constructed, installed or placed on the Lease Premises and within the Distribution Premises by Lessee pursuant to this Agreement shall be the sole property of Lessee, and Lessor agrees that it shall have no ownership or other interest in the Facility and related equipment owned by Lessee on the Lease Premises or within the Distribution Premises. The Facility is and shall remain personalty of the Lessee, notwithstanding any present or future common ownership of the Facility and the Lease Premises, and irrespective of whether any of the Facility is deemed to be a fixture or otherwise part of the Lessor Property or any improvements on the Lessor Property, and Lessor acknowledges that the Facility is and shall remain personal property of Lessee irrespective of the manner of its attachment or connection to the Lessor Property. Lessor acknowledges that Lessee's lenders ("Lenders") may request a first priority security interest in the Facility as collateral for financing of the Facility, and Lessor consents to the grant by Lessee of such a security interest, and the filing of instruments necessary to perfect such a security interest under the Uniform Commercial Code in the Facility as personal property of the Lessee.

(b) Throughout the Lease Term, Lessee shall, at its sole cost and expense, maintain the Facility in good condition and repair, ordinary wear and tear excepted. Any portion of the Facility constructed, installed or placed on the Lease Premises by Lessee pursuant to this Agreement may be replaced, repaired or refurbished by Lessee at any time.

(c) Lessee shall use reasonable care in the installation and construction of the Facility so as to avoid damage to the Lessor Improvements and Lease Premises and risk of injury to Lessor's employees, customers, tenants, guests and invitees. Lessee shall secure its equipment, interests and supplies during construction, and remove any construction debris on a regular basis.

Section 6.4. Hazardous Wastes. Lessee shall not use, store, dispose of or release on the Lease Premises or Lessor Property or cause or permit to be used, stored, disposed of or released on the Lease Premises as a result of Lessee's activities, any Hazardous Substances, except in such quantities as may be required connection with: (i) the construction, operation and/or maintenance of the Facility; and (ii) Lessor's in normal business operations, and, in each case, only in compliance with Environmental Laws.

Section 6.5. Insurance.

(a) Lessee shall obtain and maintain in force the following policies of insurance covering the Facility and Lessee's activities on the Lease Premises and Lessor Property at all times during the Lease Term: comprehensive general liability insurance with coverage for property damage and for bodily injury or death to any person on a per occurrence basis, and such other insurance and liability limits as is required by Minnesota State law. Such insurance coverage for the Facility, Lease Premises, Access Premises and Distribution Premises may be provided as part of a blanket policy that covers other facilities or properties as well. Any such policies shall name Lessor as an additional insured and shall provide for thirty (30) days prior written notice to Lessor of any cancellation or material change.

(b) Lessor shall procure and maintain comprehensive general liability insurance with respect to the Lessor Property and any improvements thereon, and its related activities with coverage for property damage and for bodily injury or death to any person on a per occurrence basis; and such other coverage and liability limits as required by Minnesota State law, and shall name Lessee as an additional insured.

(c) Each party shall provide copies of certificates of insurance reflecting the required policies and coverage upon request by the other party.

Section 6.6. Notice of Access. Without limiting or reducing the rights of access granted to Lessee pursuant to this Agreement, to the extent Lessee's access to the Facility can only be accomplished by entry to, on, through or over the Lessor Property and outside the Access Easement, Lessee agrees to give Lessor reasonable notice

before any entry in, through or over the applicable Lessor Property by Lessee or its agents, employees and contractors. Notwithstanding this provision, Lessee shall be permitted to enter the Lease Premises at all times in case of an Emergency related to the Facility without prior notice, and Lessee shall notify Lessor as soon as practicable after any such entry.

Section 6.7. Relationship with Utility. Lessee shall be solely responsible for the negotiation and performance of any agreement with Utility or any other purchaser of the electricity generated by the Facility, and any sale agreements by which Environmental Attributes are conveyed. Lessor agrees to cooperate with Lessee in this respect by providing information in its possession, custody or control upon reasonable request.

Section 6.8. Utilities. Lessee shall pay for all water, electric, telecommunications and any other utility services used by the Facility or Lessee on the Lease Premises.

Section 6.9. Interconnection of Electrical Facilities. If the Facility is constructed, Lessee shall interconnect the Facility Utility's electrical system at the location and in the manner described in Exhibit C ("Interconnection Point") unless otherwise required by Utility. Lessor agrees to permit Lessee to interconnect the Facility with Utility on the Lessor Property, if applicable, and to deliver electricity to Utility at the Utility Interconnection Point. As between Lessor and Lessee, Lessee shall be responsible for all costs of procuring, installing, maintaining and operating any equipment or facilities necessary to interconnect the Facility at the Utility Interconnection Point. Lessee shall design, install, operate and maintain all interconnection facilities and equipment, meters and other electrical equipment so as to minimize or prevent any adverse effect on Lessor, Lessor Improvements or Lessor's operations and activities on the Lessor Property.

ARTICLE VII LESSOR COVENANTS

Lessor covenants, represents and warrants to Lessee as follows:

Section 7.1. Title and Authority. Lessor is the sole owner of the Lessor Property, Lessor Improvements, Easement Premises and Lease Premises in fee simple and each person or entity signing the Agreement on behalf of Lessor has the full and unrestricted authority to execute and deliver this Agreement and to grant the easements and rights granted herein. All persons having any ownership interest in the Lessor Property, Lessor Improvements, Easement Premises and Lease Premises (including spouses) are signing this Agreement as Lessor. When signed by Lessor, this Agreement constitutes a valid and binding agreement enforceable against Lessor in accordance with its terms. There are no encumbrances or liens against the Lease Premises except as listed on Exhibit F. There are no leases or agreements, including crop farmer leases, affecting the Lease Premises, except as set forth on Exhibit F. Lessor agrees to deliver any documents necessary to correct any title defects which would, if not corrected,

adversely affect Lessee's rights hereunder or its ability to obtain and maintain financing of the Facility.

Section 7.2. Quiet Enjoyment. Lessor covenants that Lessee shall have the right of quiet use and enjoyment of the Lease Premises, Access Premises and Distribution Premises for the Lease Term in accordance with the terms of this Agreement without any interference of any kind by Lessor or any person claiming through Lessor. Lessor and its activities on the Lease Premises, Access Premises and Distribution Premises and any grant of rights Lessor makes to any other person shall not interfere with any of Lessee's activities pursuant to this Agreement, and Lessor shall not interfere or allow interference with the receipt of sunlight over the Easement Premises or otherwise engage in activities which might impede or decrease the output or efficiency of the Facility, except as otherwise permitted pursuant to this Agreement.

Section 7.3. Hazardous Materials. Lessor shall not use, store, dispose of or release on the Lease Premises or cause or permit to be used, stored, disposed of or released on the Lease Premises as a result of Lessor's operations, any Hazardous Substance, except in such quantities as may be required in its normal business operations and only if such use is not harmful to Lessee and is in full compliance with all applicable laws. Lessor represents to Lessee that as of the date of this Agreement, to the best of Lessor's knowledge, there are no Hazardous Substances on, in or under the Lease Premises, Lessor Property, or any improvements thereon, in violation of Environmental Laws.

Section 7.4. Cooperation. Lessor shall cooperate with Lessee to obtain non-disturbance and subordination agreements from any person or entity with a lien, encumbrance, mortgage, lease or other exception to Lessor's fee title to the Lease Premises, Access Premises, and Distribution Premises to the extent necessary to eliminate any actual or potential interference by any such lienholder with any rights granted to Lessee under this Agreement. Lessor shall also cooperate with Lessee to obtain and maintain any approvals, authorization and permits needed in connection with the analysis, development, construction, maintenance, and operation of the Facility. Lessor shall also provide Lessee with such further assurances and shall execute any estoppels certificates, consents to assignments or additional documents that may be reasonably necessary for recording purposes or requested by Lessee or any of its Lenders.

Section 7.5. Environmental Attributes, Energy and Capacity; Tax Incentives.

(a) Lessor acknowledges that Lessee retains all rights to any Environmental Attributes arising from the Facility and the electricity and capacity produced by the Facility irrespective of whether Lessor consumes or uses any of the electricity generated by the Facility and that Lessor has no title or right to any such Environmental Attributes related

to, arising from or associated with the Facility or any electrical capacity or energy created by the Facility.

(b) For the avoidance of doubt, Lessee's Environmental Attributes include all rights to report, market and otherwise receive credit for the creation of electricity using the Facility. Lessor agrees not to publicize, report, market or otherwise take credit for the creation or use of the Environmental Attributes or electricity from the Facility in any manner which would interfere with the Lessee's rights to such Environmental Attributes or diminish the value of Lessee's Environmental Attributes. Lessee shall have the right to sell any or all such Environmental Attributes to another person in its sole discretion. Lessor and Lessee shall cooperate to identify appropriate public statements which Lessor may use regarding the Facility that will not interfere with Lessee's Environmental Attributes.

(c) Any grant, rebate, incentive payment, tax credit or any other cash or tax benefit arising from or associated with the installation or ownership of the Facility or the production of energy and capacity by the Facility, shall inure to the exclusive benefit of Lessee, including, but not limited to, any production tax credit or investment tax credit pursuant to 26 U.S.C. Sections 45 and 48 or any other U.S. federal tax credits based on energy investment or similar state tax law provisions. Lessor shall cooperate with Lessee in any applications for such benefits or credits to the extent Lessor's participation is necessary for eligibility, and if any such program or benefit requires the Lessor to be the recipient, Lessor agrees to assign or reimburse any such amounts received to Lessee.

Section 7.6. Drain Tile Work.

(a) If during the Lease Term, Lessor needs to perform maintenance work to Lessor's drain tiles on the Lessor Property or repair or replace the drain tiles on the Lessor Property ("Drain Tile Work"), Lessee agrees to cooperate and work with Lessor to achieve said Drain Tile Work. Lessee agrees to provide commercially reasonable assistance to Lessor and its agents, including providing one or more electrical engineers or other appropriately qualified personnel, as reasonably determined by Lessee, who can de-energize or disassemble portions of the Facility as identified by Lessor or its agents to allow access for inspection and maintenance. Lessor agrees to pay an hourly rate of \$100 for each man-hour in which the engineers or other personnel provided by Lessee are required to be available (as billed in minimum increments of four hours), but such hourly rate will be multiplied by 1.5 for any man-hour outside of normal business hours (Monday through Friday 8:00 A.M. through 6:00 P.M.).

(b) Lessor agrees to provide at least ten (10) days' notice to Lessee of its intention to perform said Drain Tile Work if it will require the relocation of any portion of the Facility. If a temporary relocation of any portion of the Facility is required to accommodate the Drain Tile Work, Lessor agrees to exercise commercially reasonable efforts to identify a technically feasible alternative location for the relocation portion of Facility which will not impede the Drain Tile Work. All Drain Tile Work by Lessor shall be

completed in commercially reasonable manner and with the goal of minimizing the disruption to Lessee's operations and the Facility. Notwithstanding the foregoing, Lessor shall be liable to Lessee for any costs or damages as a result of such relocation including, but not limited to, loss of business income or opportunity. Lessee shall move the effected Facility back to its original location after the Drain Tile Work is completed unless the parties agree to utilize the relocated area permanently. The cost of relocating the Facility to accommodate Drain Tile Work shall be paid by Lessor.

ARTICLE VIII INDEMNIFICATION

Section 8.1. Indemnification. Each party (the "Indemnifying Party") agrees to defend, indemnify and hold harmless the other party and the other party's officers, directors, employees, representatives, mortgagees and agents (collectively the "Indemnified Party") against any and all losses, damages, claims, fines, penalties, expenses and liabilities for physical damage to property and for death or physical injury to any person, including, without limitation, reasonable attorneys' fees and consequential damages ("Damages"), to the extent resulting from or arising out of (i) any operations or activities of the Indemnifying Party on the Lessor Property or Lease Premises; (ii) any negligent or intentional act or omission on the part of the Indemnifying Party; or (iii) any breach of this Agreement by the Indemnifying Party. Nothing in this Section shall relieve Lessor or Lessee of any liability to the other for any breach of this Agreement. This indemnification obligation shall apply notwithstanding any negligent or intentional acts, errors or omissions of the Indemnified Parties but the Indemnifying Party's liability to pay damages to the Indemnified Party shall be reduced in proportion to the percentage by which the Indemnified Party's negligence or intentional acts, errors or omissions caused the Damages. Notwithstanding the foregoing, Lessor shall be solely responsible for and shall indemnify, defend and hold harmless Lessee and its officers, directors employees, representatives, mortgagees and agents from and against any and all Damages (including any costs of environmental investigation and/or remediation) resulting from any violation of Environmental Law or the use, presence or release of Hazardous Substances at, on, under or from the Lessor Property or Premises (i) occurring prior to the date of this Agreement, or (ii) by any person, operation or activity other than the operations and activities of Lessee, including the migration of Hazardous Substances onto the Lessor Property or Premises from any off-site source. Neither Party shall be indemnified for its Damages resulting from its sole negligence or intentional wrongful acts. These indemnity provisions shall not be construed to relieve any insurer of its obligations to pay claims consistent with the provisions of a valid insurance policy. This indemnification provision shall survive the expiration or termination of this Agreement.

ARTICLE IX ASSIGNMENT; ENCUMBRANCE OF LEASE PREMISES

Section 9.1. Right to Encumber.

(a) Lessee may at any time mortgage, pledge or encumber all or any part of its interest in the Lease Premises and rights under this Agreement and/or enter into a collateral assignment of all or any part of its interest in the Lease Premises or rights under this Agreement to any Lender without the consent of Lessor. Any Lender shall have no obligations under this Agreement until such time as it exercises its rights to acquire Lessee's interests subject to the lien of Lender's mortgage by foreclosure or otherwise assumes the obligations of Lessee directly. Lessee shall notify Lessor of the identity and notice address for any Lender, but failure to do so will not be a default under this Agreement.

(b) Lessor and Lessee agree that, once all or any part of Lessee's interests in the Lease Premises are mortgaged or assigned to a Lender, they will not modify or terminate this Agreement without the prior written consent of the Lender. Lessor agrees to cooperate with any lender and agrees to consider and negotiate in good faith any modifications to this Agreement which may be requested by any Lender; provided, that such changes do not alter the fundamental economic terms of this Agreement. In connection with any assignment by Lessee or the Lenders, Lessor agrees to execute any consent, estoppel or acknowledgement in form and substance reasonably acceptable to such Lenders.

(c) Lessor agrees that any Lender shall have the right to make any payment and to do any other act or thing required to be performed by Lessee under this Agreement, and any such payment, act or thing performed by Lender shall be effective to prevent or cure a default under this Agreement and any forfeiture of any of Lessee's rights under this Agreement as if done by Lessee itself.

(d) During the time all or any part of Lessee's interests in the Lease Premises are mortgaged or assigned to any Lender, if Lessee defaults under any of its obligations and Lessor is required to give Lessee notice of the default Lessor shall also be required to give Lender notice of the default. If Lessor becomes entitled to terminate this Agreement due to an uncured default by Lessee, Lessor will not terminate this Agreement unless it has first given written notice of the uncured default and of its intent to terminate this Agreement to the Lender and has given the Lender at least thirty (30) days to cure the default to prevent termination of this Agreement. If such default cannot reasonably be cured within such thirty (30) day period, or if within such thirty (30) day period the Lender notifies the Lessor that it must foreclose on Lessee's interest or otherwise take possession of Lessee's interest under this Agreement or enforce another remedy available to Lender with respect to Lessee in order to cure the default, Lessor shall not terminate this Agreement and shall permit the Lender a sufficient period of time as may be necessary for the Lender, with the exercise of due diligence, to foreclose, acquire Lessee's interest under this Agreement or otherwise enforce its remedies with respect to Lessee, and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Lessee. The time within which Lender must foreclose, acquire Lessee's interest or otherwise enforce its remedies with respect to Lessee shall be extended to the extent Lender is prohibited by an order or injunction issued by a court

or the operation of any bankruptcy or insolvency law from commencing or prosecuting the necessary foreclosure or acquisition. In no event, however, shall any Lender be required to cure any default that is not reasonably susceptible of being cured or performed by such Lender, and any such defaults shall be deemed waived.

(e) The acquisition of all or any part of Lessee's interests in this Agreement by any Lender through foreclosure or other judicial or non-judicial proceedings in the nature of foreclosure, or by any conveyance in lieu of foreclosure, shall not require the consent of Lessor nor constitute a breach or default of this Agreement by Lessee, and upon the completion of the acquisition or conveyance Lessor shall acknowledge and recognize Lender as Lessee's proper successor under this Agreement upon Lender's cure of any existing Lessee defaults and assumption of the obligations of Lessee under this Agreement prospectively.

(f) In the event this Agreement is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Lessor agrees, upon request by any Lender within sixty (60) days after the rejection or termination, to execute and deliver to Lessee or Lender a new lease for the Lease Premises which (i) shall be effective as of the date of the rejection or termination of this Agreement, (ii) shall be for a term equal to the remainder of the term of this Agreement before giving effect to such rejection or termination, and (iii) shall contain the same terms, covenants, agreements, provisions, conditions and limitations as are contained in this Agreement (except for any obligations or requirements which have been fulfilled by Lessee or Lender prior to rejection or termination). Prior to the execution and delivery of any such new lease, Lessee, or Lender shall (i) pay Lessor any amounts which are due Lessor from Lessee, (ii) pay Lessor any and all amounts which would have been due under this Agreement but for the rejection or termination from the date of the rejection or termination to the date of the new lease and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements to be performed by Lessee under this Agreement to the extent Lessee failed to perform them prior to the execution and delivery of the new lease.

Section 9.2. Assignment. Lessee may assign, sublease, transfer or convey its interests in this Agreement to an affiliate or subsidiary of Lessee which will own, lease or otherwise control the Facility, or an entity through which succeeds to all or substantially all Lessee's assets, without Lessor's consent. Lessee may also assign, sublease, transfer or convey its interests in this Agreement to a third party without Lessor's consent, provided that (i) any such assignment or conveyance shall not be for a period beyond the Term of this Agreement; (ii) the assignee or transferee shall be subject to all of the obligations, covenants and conditions applicable to the Lessee; and (iii) Lessee shall not be relieved from liability for any of its obligations under this Agreement by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under this Agreement to the assignee or transferee and the assignee or transferee expressly agrees in writing to perform the Lessee's obligations, covenants and conditions. Any permitted assignee or transferee of Lessee's rights or interests under this Agreement shall be entitled to receive Lessor's performance of Lessor's obligations under this

Agreement and Lessor shall accept the assignee or transferee as the Lessee under this Agreement in all respects.

Section 9.3. Continuing Nature of Obligations; Memorandum.

(a) The easements and related rights granted by Lessor in this Agreement to Lessee are easements in gross, representing interests personal to and for the benefit of Lessee, its successors and assigns, as owner of the rights created by the easement. The easement and other rights granted by Lessor in this Agreement are independent of any lands or estates or interest in lands, there is no other real property benefiting from the easements and related rights granted in this Agreement and, as between the Lease Premises and other tracts of property, no tract is considered dominant or servient as to the other.

(b) The burdens of the easements and all other rights granted to Lessee in this Agreement shall run with and against the Lease Premises and the Easement Premises and shall be a charge and burden on the Lease Premises and the Easement Premises and shall be binding upon and against Lessor and its successors, assigns, permittees, licensees, lessees, employees and agents. The Lease Premises, including the easements and all other rights granted to Lessee in this Agreement, shall inure to the benefit of Lessee and its successors, assigns, permittees, licensees and lessees. Lessor acknowledges that it may not sell, transfer, lease, assign, mortgage, or otherwise encumber the Facility or Lessee's interest in and all other rights granted to Lessee in this Agreement and related easements, and any sale or conveyance of the Lessor Property or Lessor Improvements shall be subject to the leasehold and easement interests of Lessee in this Agreement.

(c) Lessor and Lessee shall execute, and Lessee shall have the right to record, a short form, recordable memorandum of this Agreement in a form provided by Lessee. Lessor hereby consents to the recordation of such memorandum, which will reflect basic terms of this Agreement, including, but not limited to, the solar easement as is required under Minnesota Statutes Section 500.30. Upon the expiration or termination of this Agreement, at the request of Lessor, Lessee agrees to provide a recordable acknowledgement of such expiration or termination to Lessee.

ARTICLE X CONDEMNATION; FORCE MAJEURE

Section 10.1. Condemnation. If eminent domain proceedings are commenced against all or any portion of the Lease Premises, and the taking and proposed use of such property would prevent or adversely affect Lessee's construction, installation or operation of the Facility on the Lease Premises or related facilities, the parties shall either amend this Agreement to reflect any necessary relocation of the Facility which will preserve the value and benefit of the Lease Premises to Lessee,

together with any corresponding payments, or, at Lessee's option, this Agreement shall terminate in which event neither party shall have any further obligations.

Section 10.2. Proceeds. All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Lessor, except that Lessee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any Facility or the loss of any of the Facility or the loss of use of the Lease Premises pursuant to this Agreement. Lessee shall have the right to participate in any condemnation proceedings to protect its Facility and its rights and interests under this Agreement.

Section 10.3. Force Majeure. Neither Lessor nor Lessee shall be liable to each other, or be permitted to terminate this Agreement, for any failure to perform an obligation of this Agreement to the extent such performance is prevented by a Force Majeure. For purposes of this Agreement, "Force Majeure" shall mean an event beyond the control of the party affected and which, by exercise of due diligence and foresight, could not reasonably have been avoided, and includes, but is not limited to, fire, earthquake, flood, hurricane, tornado, war, epidemics, riot or civil strife, strikes or labor disputes, or the action by any governmental authority to prohibit the performance of the applicable obligation for reasons not attributable to the affected party. The affected party shall notify the other party of the occurrence of the Force Majeure and its effect on performance of this Agreement and shall take all reasonable efforts to remove or overcome the effects of the Force Majeure preventing performance of its obligations under this Agreement.

ARTICLE XI MISCELLANEOUS

Section 11.1. Notice. Notices, consents or other documents required or permitted by this Agreement must be given by personal delivery, reputable overnight courier, or U.S. certified mail postage prepaid and shall be sent to the respective parties as follows:

To Lessor: City of Grand Rapids
Attn: City Administrator
420 No. Pokegama Ave.
Grand Rapids, MN 55744

Itasca County
Attn: County Administrator
123 NE 4th St.,
Grand Rapids, MN 55744

To Lessee: USS Itasca Clean Energy LLC

100 North 6th Street, Suite 218C
Minneapolis, MN 55403
Attention: Real Estate Notices

Notice shall be deemed delivered upon receipt or refusal, if personally delivered, upon the date of actual delivery or refusal shown on the courier's delivery receipt if sent by overnight courier, and on the fourth business day after deposit in the U.S. mail if sent by certified mail. Any party may change the address for notice by notice to the other party.

Section 11.2. No Third Party Beneficiaries. Nothing in this Agreement shall be construed to create any duty to, or standard of care with reference to, or liability to, any person not a party to this Agreement. Except for the rights of Lenders set forth above and the successors and assigns of Lessee and Lessor, no provision of this Agreement is intended to nor shall it in any way inure to the benefit of any third party so as to constitute any such person a third party beneficiary under this Agreement, or of any one or more of the terms of this Agreement, or otherwise give rise to any cause of action in any person not a party to this Agreement.

Section 11.3. Entire Agreement.

(a) It is mutually understood and agreed that this Agreement constitutes the entire agreement between Lessor and Lessee and supersedes any and all prior oral or written understandings, representations or statements, and that no understandings, representations or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Agreement. This Agreement may not be amended except in a writing executed by both parties.

(b) If, at any time during the term of this Agreement, Lessee deems it to be necessary or desirable to meet legal, regulatory or other requirements, Lessee may request that Lessor re-execute a new agreement substantially in the form of this Agreement with the same rents and with a term equal to the term of this Agreement remaining as of the date of execution of the new agreement, and Lessor shall execute and enter into the new agreement with Lessee or its designee.

Section 11.4. Governing Law; Legal Matters.

(a) This Agreement is made in Minnesota and shall be governed by the laws of the State of Minnesota. This instrument is exempt from Minnesota deed tax. If the parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, they agree that such dispute shall be resolved in a state court located in Minnesota.

(b) EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED

TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.

Section 11.5. Cooperation. Each of the parties, without further consideration, agrees to execute and deliver such additional documents and take such action as may be reasonably necessary to carry out the purposes and intent of this Agreement and to fulfill the obligations of the respective parties.

Section 11.6. Waiver. Neither party shall be deemed to have waived any provision of this Agreement or any remedy available to it unless such waiver is in writing and signed by the party against whom the waiver would operate. Any waiver at any time by either party of its rights with respect to any rights arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent or other matter.

Section 11.7. Relationship of Parties. The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This Agreement shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Lessor and Lessee or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either party. Lessor and Lessee shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other party.

Section 11.8. Confidentiality.

(a) The parties acknowledge that during the course of the performance of their respective obligations under this Agreement, either party may need to provide information to the other party that the disclosing party deems to be confidential, proprietary or a trade secret. Any such information that is marked confidential shall be treated confidential by the receiving party and shall not be disclosed to any other person without the prior consent of the disclosing party. Information shall not be considered confidential to the extent it is (i) already in the public domain through no act or omission of the receiving party; or (ii) was known to the receiving party at the time of the disclosure without a breach of this Agreement or any other confidentiality provision by the receiving party.

(b) Subject to the exceptions set forth in Section 11.8(a), Lessor shall keep confidential, whether marked as such or not, all information pertaining to the financial terms of or payments under this Agreement, Lessee's site design, any solar resource data with respect to the Lease Premises or otherwise obtained from Lessee, any information about any Utility contract to which Lessee is a party, the results of any studies

conducted as to the feasibility of the Facility, and any information about the performance of the Facility, including, in this respect, but not limited to, any information about possible issues with such performance. Lessor may disclose such information to its attorneys, accountants and personal financial advisors solely for use in connection with their representation and work for the Lessor; a bona fide prospective purchaser of the Lessor Property or Lessor Improvements who agrees to execute a confidentiality agreement acceptable in form and substance to Lessee; or pursuant to an order of a governmental authority with jurisdiction after having given Lessee notice of such order and the opportunity to oppose or seek a stay of the order.

Section 11.9. Severability. Should any provision of this Agreement be or become void, illegal or unenforceable, the validity or enforceability of the other provisions of this Agreement shall not be affected and shall continue in full force. The parties will, however, use their best efforts to agree on the replacement of the void, illegal or unenforceable provisions with legally acceptable clauses which correspond as closely as possible to the sense and purpose of the affected provision and this Agreement as a whole.

Section 11.10. Counterparts. This Agreement may be executed in two or more counterparts and by different parties on separate counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

Section 11.11. Multiple Land Owners. The following shall apply in the event that Lessor is comprised of two or more persons or entities at any time during the term of this Agreement. Any obligation under this Agreement for Lessee to pay Lessor any amount will be completely and unconditionally satisfied by payment of such amount by Lessee to the party named for Lessor in Section 11.1 at the address for such party given in Section 11.1, or such other single address designated by not less than thirty (30) days' prior written notice to Lessee signed by all parties then comprising Lessor. At Lessee's election such payment may be by joint check or checks payable to the Lessor parties known to Lessee. The parties comprising Lessor shall be solely responsible to notify Lessee in writing of any change in ownership of the Lease Premises or any portion thereof. Each of the parties comprising Lessor hereby irrevocably directs and authorizes Lessee to make all payments payable to Lessor under this Agreement and to provide all notices to Lessor under this Agreement directly to the party named in Section 11.1 as agent for all parties comprising Lessor, or to such other single person that all parties comprising Lessor shall direct by written notice to Lessee. The parties comprising Lessor shall be solely responsible for distributing their respective shares of such payments between themselves and agrees to resolve any dispute they might have between themselves, and shall not join Lessee in any such dispute.

Section 11.12. Burdens Run With and Against the Land. The burdens of the easements and related rights granted to Lessee in this Agreement shall run with and against the Lease Premises during the term of this Agreement and shall be a charge and burden on the Lease Premises and shall be binding upon and against Lessor and its

successors, assigns, permittees, licensees, lessees, employees and agents. This Agreement and the easements and related rights granted herein shall inure to the benefit of Lessee and its successors, assigns, permittees, licensees and project lessees.

[Signature Pages Follow]

LESSOR

As to Parcel No. 1:

City of Grand Rapids, a Minnesota municipal corporation

By: _____
 Name: _____
 Its: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by _____.

 Notary Public

My commission expires:

THIS INSTRUMENT DRAFTED BY:

Bruce Bedwell
 United States Solar Corporation
 100 N 6th St., Suite 410B
 Minneapolis, MN 55403
 612.260.2230

LESSOR

As to Parcel No. 2:

City of Grand Rapids, a Minnesota municipal corporation
as 50% tenant in common

By: _____
Name: _____
Its: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by _____.

Notary Public

My commission expires:

THIS INSTRUMENT DRAFTED BY:

Bruce Bedwell
United States Solar Corporation
100 N 6th St., Suite 410B
Minneapolis, MN 55403
612.260.2230

LESSOR

As to Parcel No. 2:
County of Itasca, Minnesota
 as 50% tenant in common

By: _____
 Name: _____
 Its: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by _____.

 Notary Public

My commission expires:

THIS INSTRUMENT DRAFTED BY:

Bruce Bedwell
 United States Solar Corporation
 100 N 6th St., Suite 410B
 Minneapolis, MN 55403
 612.260.2230

LESSOR

As to Parcel No. 3:

Grand Rapids / Itasca County Joint Airport Commision,

By the County of Itasca, Minnesota,
Its authorized signatory

By: _____
Name: _____
Its: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by _____.

Notary Public

My commission expires:

THIS INSTRUMENT DRAFTED BY:

Bruce Bedwell
United States Solar Corporation
100 N 6th St., Suite 410B
Minneapolis, MN 55403
612.260.2230

LESSOR

As to Parcel No. 4:

Grand Rapids - Itasca County Airport Commision,

By the County of Itasca, Minnesota,
Its authorized signatory

By: _____
Name: _____
Its: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by _____.

Notary Public

My commission expires:

THIS INSTRUMENT DRAFTED BY:

Bruce Bedwell
United States Solar Corporation
100 N 6th St., Suite 410B
Minneapolis, MN 55403
612.260.2230

Bruce Bedwell
United States Solar Corporation
100 N 6th St., Suite 410B
Minneapolis, MN 55403
612.260.2230

EXHIBIT A

Description of Premises, Lessor Property, and Access Premises

1. Lessor Property

Four tract(s) in Itasca County, Minnesota described as follows:

Property ID: 91-033-1309 (Parcel No. 1)

That part of the South one-half of the North one-half of the Southwest Quarter of the Northeast Quarter, Section 33, Township 55 North, Range 25 West, Itasca County, Minnesota lying westerly of the following described line:

Commencing at the northwest corner of said Southwest Quarter of the Northeast Quarter; thence South 01 degrees 24 minutes 51 seconds East, assigned bearing, along the west line of said Southwest Quarter of the Northeast Quarter, 658.39 feet to the south line of the North one-half of said Southwest Quarter of the Northeast Quarter; thence North 89 degrees 42 minutes 25 seconds East, along said south line, 927.27 feet to the point beginning of the line to be herein described; thence North 38 degrees 37 minutes 42 seconds East 423.40 feet to the north line of said south one-half of the north one-half of the Southwest Quarter of the Northeast Quarter and said described line there terminating.

Property ID: 91-033-1306 (Parcel No. 2)

The North Quarter (N1/4) of the Southwest Quarter of the Northeast Quarter (SW1/4 of NE1/4), of Section Thirty-three (33), Township Fifty-five (55) North, Range Twenty-five (25), West of the 4th P.M., LESS the East Four Hundred Ten feet (E 410') thereof; Itasca County, Minnesota.

Property ID: 91-033-1201 (Parcel No. 3)

South One Quarter of the Northwest Quarter of the Northeast Quarter (S1/4 of NW1/4 NE1/4), Section Thirty-three (33), Township Fifty-five (55) North of Range Twenty-five (25) West of the Fourth Principal Meridian, Itasca County, Minnesota.

Property ID: 91-033-1301 (Parcel No. 4)

The East Four Hundred Ten feet (E. 410') of the North Quarter (N1/4) of the Southwest Quarter of the Northeast Quarter (SW1/4 NE1/4) of Section Thirty-three (33), Township

Fifty-five (55) North of Range Twenty-five (25) West of the Fourth Principal Meridian, Itasca County, Minnesota.

2. Lease Premises

Up to 15 acres of the four tracts comprising the Lessor Property as described above.

3. Access Premises and Distribution Premises

An Access Premises will be provided directly from an existing public road to the Lease Premises.

A Distribution Premises will be provided from the Lease Premises to the Interconnection Point.

EXHIBIT B

Description of Easement Premises

1. Easement Premises.

Up to 20 acres of the four tract in Itasca County, Minnesota.

EXHIBIT C

Interconnection Point

Interconnection of the Facility with Utility will be at the distribution pole located on one side of the Lessor Property, unless otherwise required by Utility.

EXHIBIT D

Rent

1. On the Lease Effective Date, Lessee shall pay Lessor \$1,000, as provided in Section 4.1(b).
2. During the Construction Period, Lessee shall pay Lessor Rent in an amount equal to \$250 per acre within the Lease Premises annually (paid quarterly, in advance), with the acreage determined after any adjustments to the size of the Lease Premises pursuant to Section 2.4.
3. From and after the Commercial Operation Date, Rent shall be equal to \$14,550 per year for the Lease Premises annually (paid quarterly in advance), subject to a 1% escalation per year on the anniversary of the Commercial Operation Date.

All amounts shall be prorated as applicable.

EXHIBIT E

Additional Defined Terms

The terms defined below, when capitalized and used in the Agreement, shall have the meanings given to them in this Exhibit E.

1. Emergency: Any condition or situation that, in the judgment of Lessor, Lessee or Utility (i) creates a risk of injury to any person or of material damage to property, including the Lessor Improvements or Facility; or (ii) adversely affects the ability of Utility to provide to Lessor, or Lessor to receive, safe and reliable electrical service at the Lessor Property.
2. Environmental Attributes: All attributes of an environmental or other nature that are created or otherwise arise from the Facility, generation of electricity using sunlight as a source of energy, either in its own right or in contrast to the generation of electricity using nuclear or fossil fuels or resources, including, but not limited to, tags, certificates or similar products or rights associated with solar energy as a “green” or “renewable” energy resource, including any and all environmental air quality credits, emissions reductions, allowances, offsets or other benefits related to the use of solar energy at the Lessor Property in a manner which reduces, displaces or offsets emissions resulting from fuel combustion pursuant to any existing or future international, federal, regional, state or local legislation, regulation, agreement or voluntary agreement, and the aggregate amount of credits, offsets or other benefits related to any environmental or renewable energy credit trading program, information system or tracking system associated with the energy generated from the Facility, and any credits, allowances, offsets, or emission or pollution reductions for substances such as mercury, nitrogen oxide, sulfur dioxide, carbon dioxide, carbon monoxide, particulate matter, or other contaminants or air, water or soil under federal, state, regional or local law or any international regulatory or voluntary program, including the United Nations Framework Convention on Climate Change and related Kyoto Protocol and similar or successor programs, treaties, agreements, laws and regulations.
3. Environmental Law: All applicable federal, state and local laws, including statutes, regulations, rulings, orders, and legally binding governmental restrictions and requirements, relating to the production, handling, release, discharge, treatment or disposal of air pollutants, water pollutants, process waste water, Hazardous Substances, toxic substances or otherwise relating to the natural environment or natural resources, each as amended from time to time, including, but not limited to (i) the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.; (ii) the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.; (iii) the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. § 6901 et. seq.; (iv) the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq.; (v) the Toxic Substances Control Act, as amended, 15 U.S.C. § 2601 et seq.; (vi) Occupational Safety and Health Act of 1970; (vii) the Emergency Planning and

Community Right-to-Know Act, 42 U.S.C. § 11001 et seq.; and (viii) any other similar applicable federal, state or local law.

4. Hazardous Substance: (A) Any substance that is listed, defined, designated, classified or regulated under any Environmental Law as a (i) hazardous material, substance, constituent or waste, (ii) toxic material, substance, constituent or waste, (iii) radioactive material, substance, constituent or waste, (iv) dangerous material, substance, constituent or waste, (v) pollutant, (vi) contaminant, or (vii) special waste, including petroleum, petroleum products, polychlorinated biphenyls, pesticides and asbestos.

5. Lessor Improvements: The structures, facilities, fixtures, fences, tiling systems and other tangible property owned or controlled by Lessor and located on the Lessor Property.

6. Prudent Electric Industry Practice: Those methods and that equipment, as changed from time to time, that are commonly used and accepted in electrical engineering and operations to operate electrical equipment lawfully and with safety, dependability and efficiency, including, but not limited to, the requirements of the National Electric Safety Code, the National Electrical Code, Utility, and any Requirement of Law.

EXHIBIT F

Liens or Encumbrance

Leases Affecting the Lease Premises

_____(Top 3 inches Reserved for Recording Data)_____

MEMORANDUM OF LEASE AND SOLAR EASEMENT

THIS MEMORANDUM OF OPTION TO LEASE, LEASE AND SOLAR EASEMENT (this “**Memorandum**”), dated as of January __, 2021 (the “**Effective Date**”), is made by and between, City of Grand Rapids, a Minnesota municipal corporation, as 100% fee owner of Parcel No. 1, the City of Grand Rapids, a Minnesota municipal corporation, and County of Itasca, Minnesota, as equal tenants in common of Parcel No. 2, the Grand Rapids / Itasca County Joint Airport Commission, as 100% fee owner of Parcel No. 3, and the Grand Rapids – Itasca County Airport Commission, as 100% fee owner of Parcel No. 4, (collectively, “**Lessor**”) and **USS ITASCA CLEAN ENERGY LLC**, a Delaware limited liability company, whose address is 100 N 6th St., Suite 410B, Minneapolis, MN 55403 (“**Lessee**”).

A. Lessor is the owner of real property located in Itasca County, Minnesota, that is legally described in Exhibit A (the “**Lessor Property**”).

B. Lessor and Lessee have entered into that certain Option to Lease, Lease and Solar Easement (the “**Lease**”), having an effective date of January __, 2021, whereby Lessor leases to Lessee and Lessee leases from Lessor a portion of the Lessor Property (the “**Premises**”) for the purposes of the Facility (as defined below).

C. Lessor and Lessee wish to give record notice of the existence of the Lease.

NOW THEREFORE, in consideration sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

PURPOSE OF LEASE. THE LEASE IS SOLELY FOR SOLAR PHOTOVOLTAIC ENERGY GENERATION AND RELATED PURPOSES, AND THROUGHOUT THE TERM OF THE LEASE, LESSEE SHALL HAVE THE SOLE AND EXCLUSIVE RIGHT TO USE THE LESSOR PROPERTY FOR SUCH

PURPOSES. FOR PURPOSES OF THE LEASE, PHOTOVOLTAIC ENERGY GENERATION PURPOSES MEANS: (I) MONITORING, TESTING AND ASSESSING THE LESSOR PROPERTY FOR SOLAR PHOTOVOLTAIC ENERGY GENERATION, AND (II) DEVELOPING, CONSTRUCTING, INSTALLING, OPERATING, MAINTAINING, REPAIRING, AND REPLACING PHOTOVOLTAIC ELECTRIC ENERGY GENERATING EQUIPMENT, SUPPORTING STRUCTURES AND BALLASTS, INVERTERS, ELECTRICAL STORAGE AND TRANSFORMERS, FIXTURES, ELECTRIC DISTRIBUTION LINES, COMMUNICATION LINES, METERING EQUIPMENT, PERIMETER FENCING, INTERCONNECTION FACILITIES AND RELATED FACILITIES AND EQUIPMENT (COLLECTIVELY, THE "FACILITY") ON THE LESSOR PROPERTY. ANY IMPROVEMENTS, FIXTURES OR STRUCTURES THAT ARE NOT A PART OF THE FACILITY SHALL NOT BE INSTALLED ON THE LESSOR PROPERTY WITHOUT THE EXPRESS WRITTEN CONSENT OF LESSOR.

COMMERCIAL OPERATION DATE; TERM; RENEWAL TERMS. THE TERM OF THE LEASE ("TERM") SHALL COMMENCE UPON THE EFFECTIVE DATE AND CONTINUE UNTIL 11:59 PM ON THE TWENTY-FIFTH (25TH) ANNIVERSARY OF THE COMMERCIAL OPERATION DATE. THE "COMMERCIAL OPERATION DATE" SHALL BE THE FIRST DAY OF THE FIRST FULL MONTH AFTER THE FACILITY COMMENCES COMMERCIAL PRODUCTION AND SALE OF ELECTRICITY ON THE LESSOR PROPERTY UNDER ANY CONTRACT OR AGREEMENT OR OTHER ARRANGEMENT PURSUANT TO WHICH LESSEE SELLS THE ELECTRICITY AND RELATED ENVIRONMENTAL ATTRIBUTES (AS DEFINED IN THE LEASE) TO ANY PURCHASER THEREOF. THE PERIOD OF TIME BETWEEN THE EFFECTIVE DATE AND THE COMMERCIAL OPERATION DATE IS NOT EXPECTED TO EXCEED THREE (3) YEARS. IF THE COMMERCIAL OPERATION DATE DOES NOT OCCUR WITHIN THREE YEARS OF THE EFFECTIVE DATE OF THE LEASE, EXCEPT AS SUCH PERIOD MAY BE EXTENDED DUE TO FORCE MAJEURE OR BY AGREEMENT OF THE PARTIES, THEN, LESSEE MAY ELECT TO PAY THE RENT AMOUNT THAT WOULD OTHERWISE BE DUE FOLLOWING THE COMMERCIAL OPERATION DATE (IN WHICH CASE THE DATE OF SUCH PAYMENT SHALL BE DEEMED TO BE THE COMMERCIAL OPERATION DATE), AND IF LESSEE DOES NOT ELECT TO DO SO (OR IF THE COMMERCIAL OPERATION DATE DOES NOT OTHERWISE OCCUR) WITHIN NINETY (90) DAYS FOLLOWING THE EXPIRATION OF SUCH THREE-YEAR PERIOD (AS MAY BE EXTENDED AS PROVIDED IN THE LEASE), THEN EITHER LESSEE OR LESSOR MAY ELECT TO TERMINATE THE LEASE BY DELIVERING WRITTEN NOTICE TO THE OTHER TO SUCH EFFECT, IN WHICH CASE NEITHER LESSEE NOR LESSOR SHALL HAVE ANY FURTHER OBLIGATIONS UNDER THIS LEASE AND LESSEE SHALL HAVE NO FURTHER OBLIGATION TO PAY RENT TO LESSOR. LESSEE SHALL USE COMMERCIALY REASONABLE EFFORTS TO HAVE THE COMMERCIAL OPERATION DATE OCCUR ON OR BEFORE DECEMBER 31, 2019; PROVIDED, HOWEVER, THAT IF LESSEE IN ITS SOLE DISCRETION DETERMINES AT ANY TIME PRIOR TO THE CONSTRUCTION DATE (AS DEFINED IN THE LEASE) THAT THE LESSOR PROPERTY IS UNSUITABLE FOR THE FACILITY OR THAT A REQUIRED APPROVAL HAS NOT BEEN RECEIVED OR IS NOT LIKELY TO BE RECEIVED IN A TIMELY FASHION, LESSEE MAY TERMINATE THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS. LESSEE HAS OPTIONS TO EXTEND THE INITIAL TERM OF THE LEASE FOR THREE ADDITIONAL FIVE (5) YEAR TERMS COMMENCING IMMEDIATELY ON THE DAY THAT THE TERM WOULD OTHERWISE EXPIRE.

SOLAR EASEMENT. THE LEASE GRANTS TO LESSEE, FOR THE TERM OF THE LEASE, AN EXCLUSIVE SOLAR EASEMENT TO USE ALL SUNLIGHT WHICH NATURALLY ARRIVES AT THE PREMISES, INCLUDING AN EXCLUSIVE EASEMENT PROHIBITING ANY OBSTRUCTION TO THE FREE FLOW OF SUNLIGHT TO THE PREMISES THROUGHOUT THE ENTIRE AREA OF THE LESSOR

PROPERTY DESCRIBED ON EXHIBIT B OF THE LEASE (THE "EASEMENT PREMISES"), WHICH SHALL CONSIST HORIZONTALLY THREE HUNDRED AND SIXTY DEGREES (360°) FROM ANY POINT WHERE ANY PHOTOVOLTAIC GENERATING FACILITY IS OR MAY BE LOCATED AT ANY TIME FROM TIME TO TIME (EACH SUCH LOCATION REFERRED TO AS A "SOLAR SITE") AND FOR A DISTANCE FROM EACH SOLAR SITE TO THE BOUNDARIES OF THE EASEMENT PREMISES, TOGETHER VERTICALLY THROUGH ALL SPACE LOCATED ABOVE THE SURFACE OF THE EASEMENT PREMISES, THAT IS, ONE HUNDRED EIGHTY DEGREES (180°) OR SUCH GREATER NUMBER OR NUMBERS OF DEGREES AS MAY BE NECESSARY TO EXTEND FROM EACH POINT ON AND ALONG A LINE DRAWN ALONG THE PLANE FROM EACH POINT ALONG THE EXTERIOR BOUNDARY OF THE EASEMENT PREMISES THROUGH EACH SOLAR SITE TO EACH POINT AND ON AND ALONG SUCH LINE TO THE OPPOSITE EXTERIOR BOUNDARY OF THE EASEMENT PREMISES.

OTHER EASEMENTS. THE LEASE GRANTS TO LESSEE, FOR THE TERM OF THE LEASE, THE FOLLOWING EASEMENTS OVER, ACROSS AND ON THE LESSOR PROPERTY (A) A NON-EXCLUSIVE ACCESS EASEMENT ("ACCESS EASEMENT") THROUGH THE LESSOR PROPERTY FOR PURPOSES OF LESSEE'S ACCESS TO THE FACILITY ON THE PREMISES ("ACCESS PREMISES"), PURSUANT TO WHICH LESSEE MAY CONSTRUCT, USE AND/OR MAINTAIN A ROAD WITHIN THE ACCESS PREMISES AT LESSEE'S EXPENSE; (B) A NON-EXCLUSIVE EASEMENT ON AND THROUGH THAT PORTION OF THE LESSOR PROPERTY CONSISTING OF THE DISTRIBUTION PREMISES (AS DEFINED IN THE LEASE) FOR THE PURPOSE OF INSTALLING, OPERATING AND MAINTAINING AN ELECTRIC DISTRIBUTION LINE AND RELATED COMMUNICATION LINES BETWEEN THE FACILITY AND ELECTRICAL FACILITIES OWNED BY CERTAIN PURCHASERS OF ELECTRICITY AND RELATED ENVIRONMENTAL ATTRIBUTES; AND (C) AN EASEMENT AND LICENSE FOR THE FACILITY TO CREATE, CAUSE, INCREASE, ACCENTUATE, OR OTHERWISE CONTRIBUTE TO THE OCCURRENCE OF LIGHT, SHADOWS, SHADOW AND LIGHT FLICKERING, GLARE AND REFLECTION, ON AND ACROSS THE LESSOR PROPERTY. UNDER THE TERMS OF THE LEASE, LESSEE SHALL ALSO BE ENTITLED TO INGRESS AND EGRESS TO AND FROM ITS FACILITY AND APPURTENANT EQUIPMENT AND ELECTRICAL POWER LINES OVER THE PREMISES AND SUCH ADDITIONAL AREAS OF THE LESSOR PROPERTY AS SHALL BE REASONABLY NECESSARY TO ACCESS A PUBLIC ROADWAY OR ALLEY.

OWNERSHIP OF LESSEE'S IMPROVEMENTS; DISCLAIMER OF TITLE TO ENVIRONMENTAL ATTRIBUTES. THE FACILITY AND RELATED EQUIPMENT CONSTRUCTED, INSTALLED OR PLACED ON THE PREMISES AND WITHIN THE DISTRIBUTION PREMISES BY LESSEE PURSUANT TO THE LEASE SHALL BE THE SOLE PROPERTY OF LESSEE, AND LESSOR AGREES THAT IT SHALL HAVE NO OWNERSHIP OR OTHER INTEREST IN THE FACILITY AND RELATED EQUIPMENT OWNED BY LESSEE ON THE PREMISES OR WITHIN THE DISTRIBUTION PREMISES. THE FACILITY IS AND SHALL REMAIN PERSONALTY OF THE LESSEE, NOTWITHSTANDING ANY PRESENT OR FUTURE COMMON OWNERSHIP OF THE FACILITY AND THE PREMISES, AND IRRESPECTIVE OF WHETHER ANY OF THE FACILITY IS DEEMED TO BE A FIXTURE OR OTHERWISE PART OF THE LESSOR PROPERTY OR ANY IMPROVEMENTS ON THE LESSOR PROPERTY, AND LESSOR ACKNOWLEDGES THAT THE FACILITY IS AND SHALL REMAIN PERSONAL PROPERTY OF LESSEE IRRESPECTIVE OF THE MANNER OF ITS ATTACHMENT OR CONNECTION TO THE LESSOR PROPERTY. LESSOR ACKNOWLEDGES THAT LESSEE'S LENDERS MAY REQUEST A FIRST PRIORITY SECURITY INTEREST IN THE FACILITY AS COLLATERAL FOR FINANCING OF THE FACILITY, AND LESSOR CONSENTS TO THE GRANT BY LESSEE OF SUCH A SECURITY INTEREST, AND THE FILING OF INSTRUMENTS NECESSARY TO PERFECT SUCH A SECURITY INTEREST UNDER THE UNIFORM COMMERCIAL CODE IN THE FACILITY AS PERSONAL

PROPERTY OF THE LESSEE. LESSOR AGREES THAT ALL ENVIRONMENTAL ATTRIBUTES REMAIN THE PROPERTY OF LESSEE IRRESPECTIVE OF WHETHER LESSOR CONSUMES OR USES ANY OF THE ELECTRICITY GENERATED BY THE FACILITY, AND LESSOR HAS NO TITLE OR RIGHT TO ANY SUCH ENVIRONMENTAL ATTRIBUTES RELATED TO, ARISING FROM OR ASSOCIATED WITH THE FACILITY OR ANY ELECTRICAL CAPACITY OR ENERGY CREATED BY THE FACILITY. ANY GRANT, REBATE, INCENTIVE PAYMENT, TAX CREDIT OR ANY OTHER CREDIT, VALUE, TAX OR OTHER BENEFIT ARISING FROM OR ASSOCIATED WITH THE INSTALLATION OR OWNERSHIP OF THE FACILITY OR THE PRODUCTION OF ENERGY AND CAPACITY BY THE FACILITY, INCLUDING, BUT NOT LIMITED TO, ANY PRODUCTION TAX CREDIT OR INVESTMENT TAX CREDIT PURSUANT TO 26 U.S.C. SECTIONS 45 AND 48 OR SIMILAR STATE TAX LAW PROVISIONS; THE MADE-IN-MINNESOTA REBATES PURSUANT TO MINN. STAT. SECTION 116C.7791 (2013); AND THE REBATES AVAILABLE THROUGH NSP'S "SOLAR REWARDS" PROGRAM SHALL INURE TO THE EXCLUSIVE BENEFIT OF LESSEE.

RIGHT TO ENCUMBER; ASSIGNMENT. LESSEE MAY AT ANY TIME MORTGAGE, PLEDGE OR ENCUMBER ALL OR ANY PART OF ITS INTEREST IN THE LEASE AND RIGHTS UNDER THE LEASE AND/OR ENTER INTO A COLLATERAL ASSIGNMENT OF ALL OR ANY PART OF ITS INTEREST IN THE LEASE OR RIGHTS UNDER THE LEASE TO ANY ENTITY WITHOUT THE CONSENT OF LESSOR. LESSEE MAY ASSIGN, SUBLEASE, TRANSFER OR CONVEY ITS INTERESTS IN THE LEASE TO AN AFFILIATE OR SUBSIDIARY OF LESSEE WHICH WILL OWN, LEASE OR OTHERWISE CONTROL THE FACILITY, OR AN ENTITY THROUGH WHICH SUCCEEDS TO ALL OR SUBSTANTIALLY ALL LESSEE'S ASSETS, WITHOUT LESSOR'S CONSENT. LESSEE MAY ALSO ASSIGN, SUBLEASE, TRANSFER OR CONVEY ITS INTERESTS IN THE LEASE TO A THIRD PARTY WITHOUT LESSOR'S CONSENT, SUBJECT TO THE CONDITIONS SET FORTH IN THE LEASE. LESSOR ACKNOWLEDGES THAT IT MAY NOT SELL, TRANSFER, LEASE, ASSIGN, MORTGAGE, OR OTHERWISE ENCUMBER THE FACILITY OR LESSEE'S INTEREST IN THE LEASE AND RELATED EASEMENTS, AND ANY SALE OR CONVEYANCE OF THE LESSOR PROPERTY OR LESSOR IMPROVEMENTS SHALL BE SUBJECT TO THE LEASEHOLD AND EASEMENT INTERESTS OF LESSEE IN THE LEASE.

CONTINUING NATURE OF OBLIGATIONS. THE SOLAR EASEMENT AND RELATED RIGHTS AND EASEMENTS GRANTED BY LESSOR IN THE LEASE TO LESSEE ARE EASEMENTS IN GROSS, REPRESENTING INTERESTS PERSONAL TO AND FOR THE BENEFIT OF LESSEE, ITS SUCCESSORS AND ASSIGNS, AS OWNER OF THE RIGHTS CREATED BY THE EASEMENT. THE EASEMENT AND OTHER RIGHTS GRANTED BY LESSOR IN THE LEASE ARE INDEPENDENT OF ANY LANDS OR ESTATES OR INTEREST IN LANDS, THERE IS NO OTHER REAL PROPERTY BENEFITING FROM THE SOLAR EASEMENT AND RELATED RIGHTS GRANTED IN THE LEASE AND, AS BETWEEN THE PREMISES AND OTHER TRACTS OF PROPERTY, NO TRACT IS CONSIDERED DOMINANT OR SERVIENT AS TO THE OTHER. THE BURDENS OF THE SOLAR EASEMENT AND ALL OTHER RIGHTS GRANTED TO LESSEE IN THE LEASE SHALL RUN WITH AND AGAINST THE PREMISES AND THE EASEMENT PREMISES AND SHALL BE A CHARGE AND BURDEN ON THE PREMISES AND THE EASEMENT PREMISES AND SHALL BE BINDING UPON AND AGAINST LESSOR AND ITS SUCCESSORS, ASSIGNS, PERMITTEES, LICENSEES, LESSEES, EMPLOYEES AND AGENTS. THE LEASE, INCLUDING THE SOLAR EASEMENT, SHALL INURE TO THE BENEFIT OF LESSEE AND ITS SUCCESSORS, ASSIGNS, PERMITTEES, LICENSEES AND LESSEES.

SURVIVAL OF COVENANTS. THE PARTIES ACKNOWLEDGE THAT THE COVENANTS, CONDITIONS, RIGHTS AND RESTRICTIONS IN FAVOR OF LESSEE UNDER THE LEASE, INCLUDING, BUT NOT LIMITED TO, THE EASEMENT DESCRIBED IN SECTION 3 AND 4 HEREOF, AND LESSEE'S USE OF AND BENEFIT FROM THOSE COVENANTS, CONDITIONS, RIGHTS AND RESTRICTIONS, MAY CONSTITUTE A PORTION OF A LARGER SET OF FACILITIES SERVING SEVERAL SOLAR ENERGY FACILITIES WITH WHICH THE FACILITY WILL SHARE STRUCTURAL AND TRANSMISSION COMPONENTS, INGRESS AND EGRESS, UTILITY ACCESS, AND OTHER SUPPORT, ALL OF WHICH ARE SPECIFICALLY DESIGNED TO BE INTERRELATED AND INTEGRATED IN OPERATION AND USE FOR THE FULL LIFE OF THE FACILITY, AND THAT THE COVENANTS, CONDITIONS, RIGHTS AND RESTRICTIONS IN FAVOR OF LESSEE PURSUANT TO THE LEASE SHALL NOT BE DEEMED NOMINAL, INVALID, INOPERATIVE OR OTHERWISE BE DISREGARDED WHILE ANY PORTION OF THE FACILITY OR RELATED SOLAR PROJECTS OR FACILITIES REMAIN OPERATIONAL.

LANDOWNER ACTIVITIES. LESSOR USES THE LESSOR PROPERTY FOR AGRICULTURAL PURPOSES. LESSEE RESERVES THE RIGHT TO RELOCATE OR RECONFIGURE THE FACILITY UPON THE PREMISES DURING THE TERM OF THIS LEASE. LESSEE AGREES TO COOPERATE WITH LESSOR TO LOCATE THE FACILITY ON THE PREMISES IN A MANNER THAT MINIMIZES INTERFERENCE WITH AGRICULTURAL OR BUSINESS OPERATIONS OF LESSOR OR LESSOR'S TENANTS, TO THE EXTENT CONSISTENT WITH LESSEE'S PLANNED USE OF THE PREMISES.

PURPOSE OF THIS MEMORANDUM. THIS MEMORANDUM HAS BEEN EXECUTED, DELIVERED AND RECORDED FOR THE PURPOSE OF GIVING NOTICE OF THE LEASE, EASEMENTS, AND OTHER RIGHTS IN ACCORDANCE WITH THE TERMS, COVENANTS AND CONDITIONS OF THE LEASE. THE TERMS AND CONDITIONS OF THE LEASE ARE INCORPORATED BY REFERENCE INTO THIS MEMORANDUM AS IF SET FORTH FULLY HEREIN AT LENGTH. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS AND PROVISIONS OF THE LEASE AND THIS MEMORANDUM, THE LEASE SHALL CONTROL.

[Signature pages follow]

IN WITNESS WHEREOF, each of the parties hereto has executed and delivered this Memorandum as of the day and year first above written.

LESSEE: USS ITASCA CLEAN ENERGY LLC
a Delaware limited liability company

By: _____
Name: Reed Richerson
Title: Vice President

STATE OF MINNESOTA

COUNTY OF _____

This instrument was acknowledged before me on _____ by Reed Richerson, the Vice President of USS Itasca Clean Energy LLC, a Delaware limited liability company, on behalf of the company

Name Printed:

(SEAL)

THIS INSTRUMENT DRAFTED BY:

Bruce Bedwell
United States Solar Corporation
100 N 6th St., Suite 410B
Minneapolis, MN 55403
612.260.2230

LESSOR
As to Parcel No. 1:
City of Grand Rapids, a Minnesota municipal corporation

By: _____
Name: _____
Its: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by _____.

Notary Public

My commission expires:

THIS INSTRUMENT DRAFTED BY:

Bruce Bedwell
United States Solar Corporation
100 N 6th St., Suite 410B
Minneapolis, MN 55403
612.260.2230

LESSOR
As to Parcel No. 2:
City of Grand Rapids, a Minnesota municipal corporation
as 50% tenant in common

By: _____
Name: _____
Its: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by _____.

Notary Public
My commission expires:

THIS INSTRUMENT DRAFTED BY:

Bruce Bedwell
United States Solar Corporation
100 N 6th St., Suite 410B
Minneapolis, MN 55403
612.260.2230

LESSOR
As to Parcel No. 2:
County of Itasca, Minnesota
as 50% tenant in common

By: _____
Name: _____
Its: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by _____.

Notary Public
My commission expires:

THIS INSTRUMENT DRAFTED BY:

Bruce Bedwell
United States Solar Corporation
100 N 6th St., Suite 410B
Minneapolis, MN 55403
612.260.2230

LESSOR

As to Parcel No. 3:

Grand Rapids / Itasca County Joint Airport Commision,

By the County of Itasca, Minnesota,
Its authorized signatory

By: _____

Name: _____

Its: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by _____.

Notary Public

My commission expires:

THIS INSTRUMENT DRAFTED BY:

Bruce Bedwell

United States Solar Corporation

100 N 6th St., Suite 410B

Minneapolis, MN 55403

612.260.2230

LESSOR

As to Parcel No. 4:

Grand Rapids - Itasca County Airport Commision,

By the County of Itasca, Minnesota,
Its authorized signatory

By: _____
Name: _____
Its: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by _____.

Notary Public

My commission expires:

THIS INSTRUMENT DRAFTED BY:

Bruce Bedwell
United States Solar Corporation
100 N 6th St., Suite 410B
Minneapolis, MN 55403
612.260.2230

EXHIBIT A TO
MEMORANDUM OF LEASE AND SOLAR EASEMENT

Description of Premises, Lessor Property, and Access Premises

1. Lessor Property

Four tract(s) in Itasca County, Minnesota described as follows:

Property ID: 91-033-1309 (Parcel No. 1)

That part of the South one-half of the North one-half of the Southwest Quarter of the Northeast Quarter, Section 33, Township 55 North, Range 25 West, Itasca County, Minnesota lying westerly of the following described line:
Commencing at the northwest corner of said Southwest Quarter of the Northeast Quarter; thence South 01 degrees 24 minutes 51 seconds East, assigned bearing, along the west line of said Southwest Quarter of the Northeast Quarter, 658.39 feet to the south line of the North one-half of said Southwest Quarter of the Northeast Quarter; thence North 89 degrees 42 minutes 25 seconds East, along said south line, 927.27 feet to the point beginning of the line to be herein described; thence North 38 degrees 37 minutes 42 seconds East 423.40 feet to the north line of said south one-half of the north one-half of the Southwest Quarter of the Northeast Quarter and said described line there terminating.

Property ID: 91-033-1306 (Parcel No. 2)

The North Quarter (N1/4) of the Southwest Quarter of the Northeast Quarter (SW1/4 of NE1/4), of Section Thirty-three (33), Township Fifty-five (55) North, Range Twenty-five (25), West of the 4th P.M., LESS the East Four Hundred Ten feet (E 410') thereof; Itasca County, Minnesota.

Property ID: 91-033-1201 (Parcel No. 3)

South One Quarter of the Northwest Quarter of the Northeast Quarter (S1/4 of NW1/4 NE1/4), Section Thirty-three (33), Township Fifty-five (55) North of Range Twenty-five (25) West of the Fourth Principal Meridian, Itasca County, Minnesota.

Property ID: 91-033-1301 (Parcel No. 4)

The East Four Hundred Ten feet (E. 410') of the North Quarter (N1/4) of the Southwest Quarter of the Northeast Quarter (SW1/4 NE1/4) of Section Thirty-three

(33), Township Fifty-five (55) North of Range Twenty-five (25) West of the Fourth Principal Meridian, Itasca County, Minnesota.

2. Lease Premises

Up to 15 acres of the four tracts comprising the Lessor Property as described above.

3. Access Premises and Distribution Premises

An Access Premises will be provided directly from an existing public road to the Lease Premises.

A Distribution Premises will be provided from the Lease Premises to the Interconnection Point.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 19, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1273

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Sarah Anderson

AGENDA ITEM:

IMCare Purchase of Service Agreement with Cirdan Health Systems

BOARD ACTION REQUESTED:

Authorize the IMCare Director and County Board chair to sign the Purchase of Service Agreement with Cirdan Health Systems.

BACKGROUND:

Authorize the IMCare Director and County Board chair to sign the Purchase of Service Agreement with Cirdan Health Systems for Actuarial services.

2021 Monthly Fixed Fees:

Encounter Data Submission Services \$32,500

Financial Reporting Services \$2,500

Total \$35,000

2020 Billing Rates/hour for ad hoc/special reporting*

Principal \$425 – \$550

Managing Consultant / Managing Actuary \$225 – \$360

Consultant / Consulting Actuary \$170 – \$250

Analyst / Actuarial Associate \$140 – \$205

Administrative Support \$65

There is no change in fees. Previously IMCare had many engagement letters and paid Cirdan on a per project basis. The creation of this contract is to give IMCare more oversight, but it doesn't have a scope of project or financial impact.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

01/19/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/26/2021 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 19, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1274

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Sarah Anderson

AGENDA ITEM:

IMCare contract with Oak Hills Assisted Living; HH Operations, Inc.

BOARD ACTION REQUESTED:

Authorize IMCare Director and County Board chair to sign the contract between IMCare and Oak Hills Assisted Living; HH Operations, Inc. retro to 1/1/2021.

BACKGROUND:

Authorize IMCare Director and County Board chair to sign the contract between IMCare and Oak Hills Assisted Living; HH Operations, Inc. retro to 1/1/2021. This is due to a change in ownership and IMCare has been awaiting the updated insurance information which was effective 12/30/20.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

01/19/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/26/2021 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 19, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1225

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Rachel Metelak

AGENDA ITEM:

Project Labor Agreements for 2021 Highway Construction Projects

BOARD ACTION REQUESTED:

Authorize the County Transportation Department to not require PLA's on the list of projects entitled "2021 Transportation Department Projects - Project Labor Agreements Worksheet".

BACKGROUND:

Attached is a copy of the resolution regarding the use of PLA's on County Projects. The Transportation Department has reviewed the criteria set up in the resolution for each project planned for the 2021 construction season. None of the projects on the list for 2021 seem to have the potential to experience labor shortages, have much potential for cost overruns, require complex coordination of project phases, have unusual time constraints or deadlines, and are of average size and scope; therefore it is our recommendation that PLA's not be required on these projects.

COUNTY ATTORNEY REVIEW: NA

SUPPORTING DOCUMENTATION:

1. PLA Resolution
2. 2021 PLA

01/19/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/26/2021 2:30 PM
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RESOLUTION
OF THE
COUNTY BOARD OF COMMISSIONERS
ITASCA COUNTY, MINNESOTA

Adopted August 28, 2007

Commissioner Dowling moved the adoption of the following resolution:

Resolution No. 08-07-11 (Page 1 of 2)

RE: UTILIZATION OF PROJECT LABOR AGREEMENTS FOR
PROJECTS EXCEEDING \$150,000

WHEREAS, the Itasca County Board of Commissioners acknowledges that its contracts for work, labor, construction and other designated contracts are governed by Minn. Stat. 375.21; and

WHEREAS, when those contracts exceed the amounts prescribed by law, the County is required to prepare bid specifications and advertise for competitive bids; and

WHEREAS, unless the County rejects all bids, the County is required to award the contract to the lowest responsible bidder; and

WHEREAS, the purposes of Minn. Stat. 375.21 include: 1) promoting and ensuring open competition by all interested parties irrespective of their size or affiliation; and 2) providing bidders with equal opportunity without granting an advantage to one or placing others at a disadvantage; and

WHEREAS, in appropriate cases, project labor agreements facilitate the timely and cost-efficient completion of the project by: 1) making available a ready and adequate supply of skilled craftworkers; 2) providing a negotiated commitment which is a legally enforceable means of assuring labor stability and labor peace over the life of a project; 3) avoiding work stoppages following expiration of collective bargaining agreements between the union and an employer performing work on a project; and 4) facilitating equal employment opportunities on a project; and

WHEREAS, the Minnesota Appellate Courts have upheld the utilization of project labor agreements in appropriate cases where a rational basis exists for the use of such agreements and the governing body conducted a fact-specific analysis to form a rational basis for their use.

WHEREAS, project labor agreements will not be utilized where funding sources for the project restrict their use.

WHEREAS, project labor agreements will not be utilized if prohibited by law.

NOW, THEREFORE, BE IT RESOLVED, that it shall be the policy of Itasca County to engage in a determination whether a rational basis exists for the utilization of project labor agreements in all contracts for work, labor, construction and other contracts designated by law where the value of such contract equals or exceeds the sum of \$150,000.00. Factors to be considered by the Board in its determination may include, but are not limited to: 1) project size and value; 2) project timelines and deadlines; 3) potential for budgetary overruns; 4) labor availability; 5) need for coordination of project phases; and 6) other factors deemed to be relevant by the Board in its analysis.

BE IT FURTHER RESOLVED, that the Itasca County Board of Commissioners directs that it shall be the responsibility of the department heads of the several county departments to timely gather and present the facts the County Board needs to make an informed determination on the need for a project labor agreement for a particular project, and to ensure that bid specifications and relevant bid documents are prepared so as to conform to the County Board's directives.

BE IT FURTHER RESOLVED, that in those cases where the utilization of a project labor agreement is deemed to be appropriate the agreement shall be in a form approved by the Board of Commissioners.

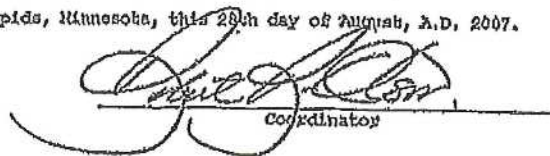
Commissioner McLynn seconded the motion for the adoption of the resolution and it was declared adopted upon the following vote:

Yeas _____	Nays _____	District #1 _____	District #2 _____
Other: _____		District #3 _____	District #4 _____
		District #5 _____	

STATE OF MINNESOTA
Office of County Coordinator
ss. County of Itasca

I, ROBERT R. DLEON, Coordinator of County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 28th day of August A.D. 2007, 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 28th day of August, A.D. 2007.


Coordinator

By _____ Deputy

**2021 Transportation Department Projects
Project Labor Agreements Worksheet**

Project Name	Size/Value	Timeline/Deadline	Potential for Overruns	Labor Availability	Coordination of Phases	Other Factors
• CR 238 Bridge Replacement	\$2,000,000	Delays will not cause financial hardship	Minimal potential for overruns State Bridge Bond & Unorg. Township Bridge Acct Funds	No shortages	None Necessary	
• CR 149 Bridge Replacement	\$500,000	Delays will not cause financial hardship	Minimal potential for overruns State Bridge Bond & County Funds	No shortages	None Necessary	
• CSAH 52 Reconstruction	\$3,225,000	Delays will not cause financial hardship	Minimal potential for overruns State Aid Funds	No shortages	None Necessary	Approved in 2020
• CSAH 60 Base, Bit & Overlay	\$1,400,000	Delays will not cause financial hardship	Minimal potential for overruns State Aid Funds	No shortages	None Necessary	
• CSAH 16-Keewatin Bituminous Overlay & ADA	\$175,000	Delays will not cause financial hardship	Minimal potential for overruns Municipal State Aid Funds	No shortages	None Necessary	
• CSAH 82-Keewatin Bituminous Rehab & ADA	\$125,000	Delays will not cause financial hardship	Minimal potential for overruns Municipal State Aid Funds	No shortages	None Necessary	
• CSAH 45 Bituminous Overlay, Base & Bit	\$3,060,000	Delays will not cause financial hardship	Minimal potential for overruns State Aid Funds	No shortages	None Necessary	
• CSAH 80-Marble Bituminous Rehab & Sidewalk	\$850,000	Delays will not cause financial hardship	Minimal potential for overruns Municipal State Aid Funds	No shortages	None Necessary	Approved in 2020
• CSAH 84-Calumet Bituminous Rehab & Sidewalk	\$100,000	Delays will not cause financial hardship	Minimal potential for overruns State Aid Funds	No shortages	None Necessary	Approved in 2020
• CR 561 Bituminous Rehab	\$250,000	Delays will not cause financial hardship	Minimal potential for overruns County Preservation Funds	No shortages	None Necessary	
• CSAH 63 Intersection	\$400,000	Delays will not cause financial hardship	Minimal potential for overruns State Aid & Other Funds	No shortages	None Necessary	
• Ash Street/Rajala Mill Rd. – Bigfork Reconstruction	\$680,000	Delays will not cause financial hardship	Minimal potential for overruns LRIP Funds	No shortages	None Necessary	
• Trail Construction – Deer River	\$360,000	Delays will not cause financial hardship	Minimal potential for overruns SRTS Funds	No shortages	None Necessary	

Notes:

- **All contracts will utilize prevailing wages**
- **Historically there has never been a labor strike on an Itasca County Highway project**
- **Historically projects have been given completion dates and rarely extend beyond that date. When they have, it has been weather related.**
- **In the past 10 years, projects have not experienced substantial cost overruns.**
- **The projects on this list are all relatively simple and do not require large amounts of coordination.**
- **Federal Aid projects may consider PLA's but the threshold is \$25 million and the FHWA must approve of the use in advance.**



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 19, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1275

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Cindy Shevich

AGENDA ITEM:

Authorizing and Fixing the Notice and Terms of Tax-Forfeited Land Sale to Adjoining Landowners

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Authorizing and Fixing the Notice and Terms of Tax-Forfeited Land Sale to Adjoining Landowners

BACKGROUND:

The Land Department is requesting that the County Board set the values and terms of sale per the attached Notice and Terms of Tax-Forfeited Land Sale to Adjoining Landowners.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. 2021 Notice and Terms of Tax Forfeited Land Sale to Adj
2. Adjacent Land Owner List 2021

01/19/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/26/2021 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 19, 2021

RESOLUTION

**RE: AUTHORIZING AND FIXING THE NOTICE AND TERMS OF TAX-FORFEITED LAND SALE
TO ADJOINING LANDOWNERS**

WHEREAS, the County Board has classified and appraised certain tax forfeited lands and list of said lands has been filed with the County Auditor, classification of said lands have been duly approved by the Town Boards and Municipalities and the appraised value of timber has been duly approved by the County Land Commissioner, and

WHEREAS, the County Board is by law designated with authority to provide for the sale of such forfeited lands on terms included in the Notice and Terms of Tax-Forfeited Land Sale to Adjoining Landowners,

NOW THEREFORE BE IT RESOLVED, that the Notice and Terms of Tax-Forfeited Land Sale to Adjoining Landowners be given by certified mail to all adjoining landowners as provided by Minnesota Statute 282.01, subdivision 7a, that the County Auditor of Itasca County shall open sealed bids for such tracts of land for sale in the order in which they appear in said Notice at 10:00 A.M. on FRIDAY, FEBRUARY 26, 2021 at the ITASCA COUNTY LAND DEPARTMENT, 1177 LAPRAIRIE AVENUE, GRAND RAPIDS, MN 55744.

Tax-Forfeited Land Sale to Adjoining Landowners

By sealed bid 10:00 a.m. on February 26, 2021

TRACT	TWP	RGE	SEC	ACRES*	LEGAL DESCRIPTION	PARCEL ID	TIMBER APPRAISED	LAND APPRAISED	TOTAL APPRAISED
A202001	55	26	36	0.94	S 60 FT OF N 210 FT OF S1/2 LOT 4, LYG E OF W 300 FT	05-036-2201*	\$ -	\$ 85,000.00	\$ 85,000.00
A202002	145	25	36	3.8	PT SW NE (SEE ATTACHED)	11-236-1306	\$ 100.00	\$ 3,300.00	\$ 3,400.00
A202003	56	23	13	0.46	LOT 14, CARPENTER-HILL-WAHLSTROM SUBDIVISION	18-420-0140	\$ -	\$ 2,000.00	\$ 2,000.00
A202004	56	26	2	0.2	E 50 FT OF LOT 8 & W 50 FT OF LOT 8, BLK E NORTHLAND PARK	64-480-0540/0545	\$ -	\$ 1,000.00	\$ 1,000.00
A202005	56	26	2	0.3	LOT 29, BLOCK F NORTHLAND PARK	64-480-0670	\$ -	\$ 1,000.00	\$ 1,000.00
A202006	56	26	2	0.01	S 50 FT OF LOT 28, BLOCK I NORTHLAND PARK	64-480-0970	\$ -	\$ 500.00	\$ 500.00
A202007	62	26	34	1	S 208.71 FT OF W 208.71 FT OF SE NE LYG E OF M&R RY R/W	67-034-1402**	\$ 60.00	\$ 2,540.00	\$ 2,600.00
A202008	56	23	21	0.1	LOT 12, BLOCK 17 & THAT PT OF BLOCK 17 LYG E OF LOT 12 CALUMET	87-410-1735	\$ -	\$ 500.00	\$ 500.00
A202009	55	25	34	8.2	SE SE LESS N 280 FT & LESS S 330 FT & LESS PT LYG N OF S 330 FT & S OF N 488 FT & E OF W 590 FT & LESS E 1040 FT OF S 208 FT OF N 488 FT	91-034-4406	\$ 450.00	\$ 25,550.00	\$ 26,000.00

*Acres listed are not based on a survey and are an approximation only.

*Subject to an easement for ingress and egress

**Subject to a snowmobile trail easement

**NOTICE AND TERMS OF TAX-FORFEITED LAND SALE TO ADJOINING LANDOWNERS
ITASCA COUNTY LAND DEPARTMENT – FRIDAY, FEBRUARY 26, 2021, 10:00 A.M.**

NOTICE IS HEREBY GIVEN, that I shall offer for sale to adjoining landowners through sealed bids and at not less than the appraised value, the following described tracts of land forfeited to the State of Minnesota for nonpayment of taxes, which have been classified and appraised as provided by law. Said sale will be governed as to terms by resolution of the County Board authorizing the same, sealed bids shall be opened at **10:00 A.M. on FRIDAY, FEBRUARY 26, 2021**.

KORY CEASE, Itasca County Land Commissioner

JEFF WALKER, Itasca Co. Auditor/Treasurer

**RESOLUTION OF COUNTY BOARD AUTHORIZING AND FIXING
THE TERMS OF SALE TO ADJOINING LANDOWNERS**

WHEREAS, the County Board has classified and appraised certain tax forfeited lands and list of said lands has been filed with the County Auditor, classification of said lands have been duly approved by the Town Boards and Municipalities and the appraised value of timber has been duly approved by the County Land Commissioner, and

WHEREAS, the County Board is by law designated with authority to provide for the sale of such tax-forfeited lands on terms included in the Notice of Sale,

NOW, THEREFORE, BE IT RESOLVED, that the Notice Of Tax-Forfeited Land Sale be given by certified mail to all adjoining landowners as provided by Minnesota Statute 282.01, subdivision 7a, that the County Auditor of Itasca County shall open sealed bids for such tracts of land for sale in the order in which they appear in said Notice of Sale at 10:00 A.M. on FRIDAY, FEBRUARY 26, 2021 at the ITASCA COUNTY LAND DEPARTMENT, 1177 LA PRAIRIE AVENUE, GRAND RAPIDS, MN 55744.

TERMS OF SALE

The County Board is by law designated to provide for the sale of such land on terms and such tracts shall be sold on the following terms, to wit: The appraised value of timber products listed and 15% of the appraised value of the land must be paid on the day of the land sale, except that for tracts under \$501.00, the full amount of the tract is due on the day of the sale. Any remaining balance must be paid within 30 days. No timber shall be cut, removed, or damaged until the entire purchase price for the tract is paid in full.

The land and improvements are being sold AS IS and the County makes no warranties as to the condition of any buildings, wells, septic systems, soils, roads, or any other thing on the tract. The tract is being sold with the understanding that the buyer and seller agree to waive disclosures required under Minnesota Statutes Chapters 513.52 to 513.60, and 1031.235 and any associated liabilities. No representation is made as to the condition of any structure, its fixtures or contents, or the suitability for any particular use.

All tracts of land sold hereunder shall be subject to zoning ordinances, existing easements, existing railway and highway easements, power and pipeline easements and leases, if any. Sold lands that are currently zoned “public” shall be rezoned upon sale at no cost to the purchaser.

All lands whether zoned or not zoned which do not abut a legalized highway are subject to any and all existing restrictions empowered by statute relating to the expenditure of public lands.

Any lands herein offered for sale that do not adjoin or are located on a suitable legally established and maintained public highway or road, the township wherein said lands may be located, or any other municipality, shall not for a period of five years, be obligated to the establishment, construction or additional maintenance of any public roads or the expenditure of any public funds for the benefit of the owner or occupant of any lands purchased, by reason of the ownership or occupancy of any of this land; provided further that nothing herein shall be construed to create any obligation directly or indirectly on the part of any municipality of the expenditures of any money for the benefit of said tracts after the expiration of said five year period.

Any tract of land on the list is subject to withdrawal from sale by the County Board or Land Commissioner when it appears to be in the public interest to do so.

Pursuant to Minnesota Statute 282.12, the State of Minnesota shall reserve all tax-forfeited minerals and mineral rights, and water power rights on tax-forfeited lands.

Tracts shall be sold through sealed bid. All bids must be submitted using the attached "Sealed Bid Form." The completed "Sealed Bid Form" must be submitted in a sealed envelope with the provided label affixed as the addressee and received at the ITASCA COUNTY LAND DEPARTMENT, 1177 LA PRAIRIE AVENUE, GRAND RAPIDS, MN 55744, at or before 10:00 A.M. on FRIDAY, FEBRUARY 26, 2021. Payment per these terms of sale must be enclosed in the envelope with the completed "Sealed Bid Form," in the form of a cashier's or certified check. Cash or personal checks will NOT be accepted and will result in the rejection of the bid. Payment from unsuccessful bids will be returned via certified mail. Itasca County reserves the right to reject any and all bids until the sales have closed. Successful bidders will be contacted and must sign a purchase agreement and return it to the Land Department by 4:30 p.m. on March, 26, 2021. In the event of identical bids on a tract, the submitting bidders will be notified and an oral auction involving said bidders will take place at the Itasca County Land Department beginning 10:00 A.M. on March, 26, 2021 in the order of the tracts in this listing.

Any and all tracts which received zero qualifying bids at said bid opening date and time may be purchased by a qualifying bidder at not less than the appraised price on a first come, first served basis starting at 8:00 a.m. March 1, 2021 and ending at 4:30 p.m. on April, 26, 2021. Any and all tracts not sold by 4:30 p.m. on April 26, 2021 will be withdrawn from sale at that time.

The Minnesota Department of Health strongly recommends that ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy and recommends having the radon levels mitigated if elevated concentrations are found. Every buyer of an interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Itasca County has not performed nor is aware of any radon testing on parcels offered for sale, unless otherwise noted. The County will provide a copy of the Minnesota Department of Health's Radon in Real Estate Transactions publication to any purchaser of residential tax forfeited property.

Pursuant to Minnesota Statute 284.28, there will be added to the sale price of any tax-forfeited land, an amount equal to three percent (3%) of the total sale price, said additional amount to be deposited to the State Treasury and credited to the tax-forfeited land assurance account.

Pursuant to Minnesota Statute 282.014, a \$25.00 fee will be charged to purchasers of tax-forfeited land for issuance of the state tax deed. Minnesota Statute 282.014 further requires that all State tax deeds be recorded with the County Recorder prior to issuing the deed to the purchaser. The purchaser must pay the \$46.00 recording fee. In the event of Torrens Property there may be additional recording fees.

A deed tax of \$1.65 for the first \$3,000.00 of the purchase price. For any purchase price over \$3,000, the purchaser shall pay \$1.65 per every \$500.00 of the purchase price payable to the County Auditor/Treasurer.

Purchaser is required to pay a fee of \$50.00 for recording the well certificate where applicable, prior to the Auditor/Treasurer delivering the deed to the purchaser.

Certain tracts of tax-forfeited land located within cities forfeited with unpaid special assessments for improvements. These special assessments were cancelled at the time of forfeiture. Upon sale of this land, the municipality may establish a re-assessment schedule for payment of a portion or all the unpaid special assessments. **Itasca County recommends that individuals check for assessments with the municipality office in which the tract is located.**

Except for land in platted subdivisions and lands conveyed for correcting legal descriptions, all deeds requested after August 1, 1991, will contain the following statement: This property is not eligible for enrollment in a state funded program providing compensation for conservation of marginal land and wetlands.

ALL SALES ARE FINAL. IN CASES OF PAYMENT DEFAULT, ITASCA COUNTY WILL RETAIN THE DOWN PAYMENT (I.E. 15% OF APPRAISED LAND VALUE, ETC.) AS PENALTY AND DAMAGES, AND WILL, AT ITS SOLE DISCRETION, DECIDE WHETHER THE TRACT(S) WILL BE RE-OFFERED TO THE NEXT HIGHEST BIDDER.

Itasca County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment and the provision of services. Prospective bidders who require special accommodations to participate in this sale should inform the Real Estate Office more than three business days before the sale. You may write to the return address shown on this notice or call telephone no. 218-327-2855 or TDD no. 218-327-2806 or 218-327-2847.

Questions regarding the sale should be directed to Itasca County Land Department, Real Estate Office, 1177 La Prairie Avenue, Grand Rapids, MN 55744 (telephone 218-327-2855).



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 19, 2021

REQUEST FOR BOARD ACTION: RBA-2020-1203

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Cindy Shevich

AGENDA ITEM:

Utility Easement for Lake Country Power on Tax-Forfeited Trust Land

BOARD ACTION REQUESTED:

Approve utility easement for construction, maintenance and operation of upgrading single phase overhead primary telecommunication lines to three phase overhead primary telecommunication lines over and across tax-forfeited trust lands in Section 27, 28 and 34, Township 59, Range 24 and authorize necessary signatures.

BACKGROUND:

This easement is for construction of power lines for electric service to benefit an adjacent land owner.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Easement RBA 1-19-2021

01/19/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/26/2021 2:30 PM
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ITASCA COUNTY UTILITY EASEMENT

This easement is granted this ____ day of _____, 20____, by Itasca County on behalf of the State of Minnesota in trust for the taxing districts, hereinafter referred to as the Grantor, to Lake Country Power of 26039 Bear Ridge Drive, Cohasset, MN 55721, hereinafter referred to as the Grantee.

The address of the Grantee for purposes of any notification required herein shall be 26039 Bear Ridge Drive, Cohasset, MN 55721.

RECITALS

1. This easement is granted pursuant to the provisions of Minnesota Statutes Section 282.04, Subd. 4, which authorizes the County Auditor to grant easements upon unsold, tax-forfeited lands.
2. The Grantee desires to obtain an easement for overhead power line purposes and the Grantor desires to grant such an easement upon the property below described.
3. The Itasca County Board of Commissioners, by Board Action dated the ____ day of _____, 20____, have prescribed the terms set forth below.

NOW, THEREFORE, in consideration of the premises and terms hereinafter set forth, the Grantor hereby grants unto the Grantee its heirs, successors and assigns, until terminated as hereinafter provided, full right and authority to enter at any time upon, across and under a strip of land 50 feet in width on the parcels hereinafter described, and from time to time to erect, maintain, repair, upgrade, rebuild, relocate, operate and patrol power lines, including the right to erect poles and other power line structures, wires, cables, pipes and any necessary appurtenances, the right to clear said strip and keep it clear from brush, trees, buildings and fire hazards and the right to remove dangerous trees, if any, located beyond the limits of said strip.

TERMS

I.

Said easement is granted upon the following described parcels of unsold, tax-forfeited lands situated in Itasca County, Minnesota:

SEE ATTACHED EXHIBIT A

DISCLAIMER: Itasca County is relying on ownership information and easement legal descriptions provided by the Grantee. The easement rights conveyed by this document are limited to parcels owned by the State of Minnesota in trust for the taxing districts. Itasca County makes no warranties as to the ownership of the parcels crossed by this easement, and assumes no liability for any errors or costs for corrections in that regard.

II.

The Grantee shall comply with the Policy of Itasca County as the same is in effect as of the date of this easement and as hereinafter amended concerning the mapping and documentation of description of easements upon tax-forfeited lands and shall provide a written legal description and maps of the location of the "as built" easement centerline as set forth in the Policy.

III.

The Grantee, before entering upon the premises for construction purposes, shall pay to the Grantor the sum equal to the current market value of the easement.

This amount is consideration for the granting of this easement. This fee is to be determined in accordance with the fee policy that is established by the Itasca County Board of Commissioners.

The Grantee may clear and keep cleared said strip of trees and brush and as progress is made therein the Grantor shall be advised and shall cause the timber to be scaled and the Grantee shall pay the Grantor for such existing timber, and tree reproduction, a price to be determined by the Itasca County Land Commissioner. The Grantee shall also compensate the Grantor for the value of dangerous trees which may from time to time be removed beyond the limits of this easement.

IV.

The Grantee shall comply with all laws, regulations and municipal ordinances affecting said lands, Grantee's activities upon said lands or the area in which they are situated. The Grantee shall keep said strip in a neat and orderly condition and shall remove all refuse and debris that may accumulate as a result of Grantee's or the Grantee's Contractor's use thereof. Nothing herein shall require the Grantee to remove refuse and debris unlawfully deposited by a third party. The Grantee shall take all reasonable precautions to prevent and suppress forest fires. The Grantee shall compensate the Grantor for any damages resulting from the improper use of said strip by the Grantee or damages to adjoining lands in gaining access thereto or egress therefrom.

V.

The Grantee shall pay when due all taxes and assessments levied against the easement granted herein or the improvements thereon.

VI.

Nothing herein shall alter, limit, modify or restrict the authority of the County to sell or lease tax forfeited lands by law conferred. Any such sale or lease shall be subject to this easement and all rights granted by this easement shall be excepted from the conveyance or lease of the land and be reserved, and which may be canceled by the County Board in the same manner and for the same reason as it could have been canceled before sale or lease and in that case the rights granted thereby shall vest in the state in trust as the land on which it was granted was held before sale or lease.

The Grantor shall consult with the Grantee herein prior to the granting of any easements or permits over the property which is the subject of this easement if such easement or permit would substantially conflict with the rights of the Grantee herein.

VII.

Pursuant to Minnesota Statute Section 282.04, Subd. 4, this easement may be canceled for any substantial breach of the terms hereof or if at any time the Itasca County Board of Commissioners determines the continuance of this easement conflicts with the public use of these lands or any part thereof by resolution of said Board after ninety (90) days written notice of its intent to terminate this easement, addressed to Grantee at its address as set forth herein or as subsequently modified by written notice from the Grantee to the Grantor.

VIII.

Grantee may, subject to such other provisions as herein contained, at its own option and at its own peril, allow to remain upon the premises, subsequent to the Grantee's discontinuation of the use of its improvements upon the easement, any below ground equipment, structures, pipes, wires, cables and below ground appurtenances provided that said equipment, structures, pipes, wires, cables and appurtenances are in conformance with all federal, state or other governmental codes, if any, or if no such codes exist are at least three (3') feet below ground. Upon discontinuation of the use of this easement by the Grantee and removal of above ground equipment, structures, poles, wires, pipes and other appurtenances erected above ground, the Grantor shall be entitled to the full use and enjoyment of the surface rights of said easement and the Grantor shall waive any future fees for the granting of this easement.

IX.

Upon termination of this easement, the Grantee shall remove all its equipment, structures, poles, wires, pipes and other appurtenances located upon or above the lands described herein within one (1) year or as otherwise extended by the Itasca County Board of Commissioners; if such property is not removed within the aforesaid period of time, time being of the essence, title to all personal property remaining upon the premises shall vest in the Grantor, the Grantor, at its sole option may remove such property, restore the right of way to an environmentally sound condition and charge the Grantee for all expenses incurred.

Grantee shall, upon the removal of its property, restore the right-of-way to an environmentally sound condition. This may include, but is not limited to, eliminating any erosion problems and re-establishing stable vegetative cover as acceptable to the Land Commissioner.

X.

No delay by the Grantor in enforcing any of the conditions of this easement shall operate as a waiver of any of its rights.

XI

That as additional consideration for the grant of this easement, the Grantee agrees to indemnify, save and hold harmless the Grantor from any loss, liability, damage or cost the Grantor may incur due to any causes of action, claims for damage or damages sustained by the Grantee or the person or property of any third party as a result of the presence of the Grantee, its use, activities including ingress and egress or placement of improvements and equipment upon the above described premises or lands adjacent thereto, including but not limited to the reasonable value of attorney's fees in the defense of any claims.

- A. GRANTEE agrees to defend, indemnify and hold harmless ITASCA COUNTY, its elected officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney fees resulting directly or indirectly from any act or omission of GRANTEE, anyone directly or indirectly employed by them and/or anyone for whose acts and/or omissions they may be liable in the performance of the use and presence required by this Easement and against all loss by reason of failure of said GRANTEE to perform fully, in any respect, all obligations under this Easement.
- B. GRANTEE agrees at all times during the term of this Easement to have and keep in force insurance, either under a self-insurance program or separate insurance policy, as follows:
 - a. Commercial General Liability shall list Itasca County as an additional insured with the following insurance limits:

	<u>Limits</u>
General Aggregate	\$3,000,000
Products-Completed	

	Operations Aggregate	\$3,000,000
	Personal and Advertising Injury	\$1,500,000
	Each Occurrence:	
	Combined Bodily Injury and Property Damage	\$1,500,000
		<u>Limits</u>
b.	Automobile Liability - Combined single limit each occurrence for bodily injury and property damage covering owned, non-owned and hired automobiles	\$1,500,000
c.	Workers' Compensation and Employer's Liability:	Statutory Limits
	If the Contractor is based outside the State of Minnesota, coverage must apply to Minnesota laws	
		<u>Limits</u>
d.	Employer's Liability	
	Bodily injury by:	
	Accident - Each Accident	\$500,000
	Disease - Policy Limit	\$500,000
	Disease - Each Employee	\$500,000

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

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

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

1. List Itasca County as Certificate holder and as an additional insured with respect to operations covered under the contract for all liability coverages except Workers' Compensation and Employer's Liability and Professional Liability, if applicable; and,
2. Be amended to show that Itasca County will receive thirty (30) days written notice in the event of cancellation, non-renewal or material change in any described policies.

- C. GRANTEE also agrees that any contract let by GRANTEE for the performance of the work on the Site as provided herein shall include clauses that will: (1) require the Contractor to defend, indemnify and hold harmless ITASCA COUNTY, its elected officials, officers, agents and employees for any liability, claims, causes of action, losses, demands, damages, judgments, costs, interest, expenses (including, without limitation, reasonable attorney fees, witness fees and disbursements incurred in the defendant thereof) arising out of or by reason of the acts and/or omissions of said Contractor, its subcontractors, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable for; (2) require the Contractor to provide and maintain insurance in accordance with the following:

a. Workers' Compensation: (Statutory Limits)

Employer's Liability Insurance:

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

Note: All states endorsement is required if Contractor is domiciled outside the State of Minnesota.

b. Commercial General and Automobile Liability Insurance:

	<u>Limits</u>
1. Commercial General Liability:	
Combined Bodily Injury and Property Damage	
Each Occurrence Limit	\$1,500,000
General Aggregate Limit	\$3,000,000
Products - Completed Operations	
Aggregate Limit	\$3,000,000
Personal and Advertising Injury Limit	\$1,500,000
Coverages above shall also include:	
Premises - Operations	
Contractual Liability (including oral and written contracts)	
Explosion, Collapse, Underground Property Damage (XCU)	
2. Automobile Liability including Hired Car and Employers Non-Ownership Liability:	
Combined Bodily Injury and Property Damage:	
Each Occurrence Limit	\$1,500,000

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

- D. **GRANTEE further agrees the minimum requirements set forth above shall at all times be in an amount at least equal to the maximum liability of ITASCA COUNTY under Minn. Stat. 466.04 now or as said statute is hereafter amended or as otherwise required by law, statute or rule.**
- E. In addition to any other rights contained herein ITASCA COUNTY reserves the right to terminate, suspend or rescind this easement if the GRANTEE is not in compliance with the requirements contained herein and retains all its rights thereafter to pursue any legal remedies against GRANTEE. All insurance policies shall be open to inspection by ITASCA COUNTY upon written request.
- F. The provisions of this section shall survive the termination of this easement in the event the Grantee has not removed all of the personal property the Grantee had placed upon or under the surface of the premises and the Grantor has not exercised its right to remove the property.

XII.

This easement shall not be assignable except upon written consent of the Grantor except that the execution and delivery by the Grantee of a mortgage and deed of trust, with the indentures supplementary to the same, shall not be deemed to be an assignment of this easement or the interest granted hereunder in violation of the provisions of this paragraph. Subject thereto, this easement shall enure to the benefit of and shall be binding upon the successors, assigns, heirs and legal representatives of the parties hereto.

XIII.

Additional construction and maintenance specifications:

- A. Right-of-way construction, maintenance and associated activities must be confined to the stated right-of-way. Grantor agrees to grant temporary easements as are reasonably necessary for the purposes of construction and maintenance. No damage or improvements to access roads and other areas may be done outside of the right-of-way without permission from the Land Commissioner. The Land Commissioner must be notified before motor vehicles are used off traveled roadways or on vehicle restricted County trails, or before heavy equipment is moved across this easement or County lands not described herein. Prior approval and notification is not required during emergencies. However, the Land

Commissioner must be notified within five (5) days of such use, damage or improvement to permit timely assessment of the extent of damage, if any, and to ensure proper reparations and repairs.

- B. All timber, slash, rocks and similar debris left on County land must be disposed of in a manner acceptable to the Land Commissioner.
- C. Organic soil material and mineral soil must be left in place on the right-of-way unless approved by the Land Commissioner.
- D. On utilities whose presence is not readily visible on the ground surface, such as on underground service lines with narrow, unmaintained right-of-ways, the utility line location must be signed at all angle points and at other locations as needed so that the distance between signs does not exceed 5 chains or 330 feet.
- E. Upon completion of the right-of-way construction and utility installation, the Grantee shall restore the right-of-way to an environmentally sound condition. This may include, but is not limited to, eliminating any erosion problems and re-establishing stable vegetative cover as acceptable to the Land Commissioner.
- F. Construction and maintenance of the utility easement and system will be performed by the Grantee without any cost to the Grantor.
- G. Grantee must mark all survey markers within the easement prior to right of way construction and maintenance. Grantee shall restore at Grantee's expense all survey markers damaged by Grantee or Grantee's contractors.

XIV

The Grantee shall not add lines, pipes or pipelines within this easement description unless the Grantee shall have provided to the Grantor updated facility locations.

Exhibit A

Easement Legal Description:

A 50 foot wide easement for utility purposes over, under and across that part of the Southeast Quarter of the Southwest Quarter and the Southwest Quarter of the Southwest Quarter of Section 27, and the Southeast Quarter of the Southeast Quarter of Section 28, all in Township 59 North, Range 24 West, of the Fourth Principal Meridian, Itasca County, Minnesota, lying 25 feet on each side of the following described centerline: Commencing at the southeast corner of said Southeast Quarter of the Southwest Quarter of Section 27; thence North 1 degree 17 minutes 55 seconds West, assumed bearing along the east line of said Southeast Quarter of the Southwest Quarter, 1275.30 feet to the point of beginning of the centerline to be described; thence South 88 degrees 12 minutes 30 seconds West 1971.35 feet; thence South 89 degrees 59 minutes 48 seconds West 618.35 feet to the west line of said Southwest Quarter of the Southwest Quarter of Section 27; thence North 88 degrees 57 minutes 50 seconds West 1345.88 feet to the west line of said Southeast Quarter of the Southeast Quarter of Section 28 and said described centerline there terminating. Sidelines of said 50 foot wide easement shall extend to or terminate on said west line of the Southeast Quarter of the Southwest Quarter of Section 27 and said west line of the Southeast Quarter of the Southeast Quarter of Section 28.

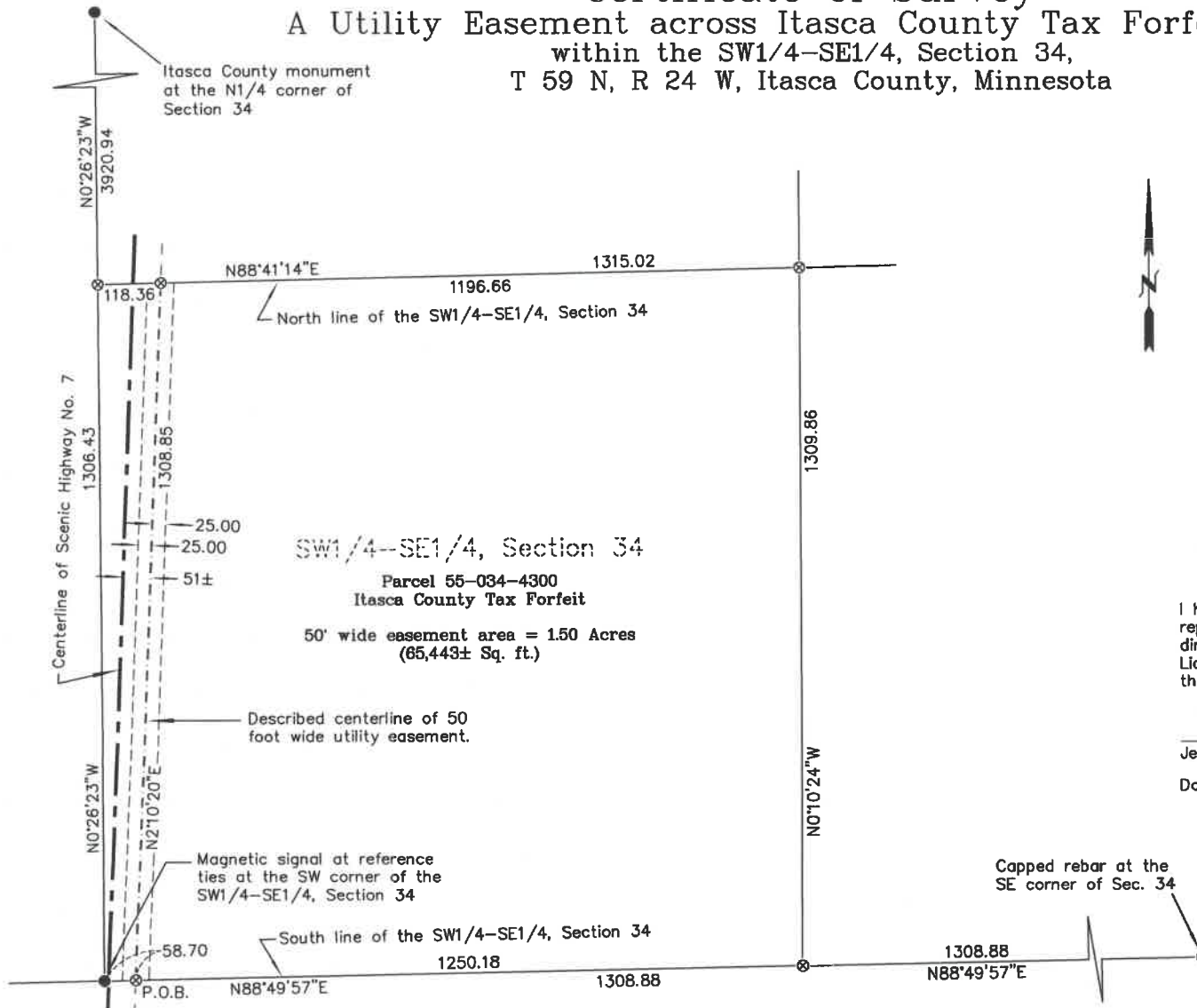
Exhibit A

Easement Legal Description:

A 50 foot wide easement for utility purposes over, under and across that part of the Southwest Quarter of the Southeast Quarter of Section 34, Township 59 North, Range 24 West, of the Fourth Principal Meridian, Itasca County, Minnesota, lying 25 feet on each side of the following described centerline: Commencing at the southwest corner of said Southwest Quarter of the Southeast Quarter of Section 34; thence North 88 degrees 49 minutes 57 seconds East, assumed bearing along the south line of said Southwest Quarter of the Southeast Quarter, 58.70 feet to the point of beginning of the centerline to be described; thence North 2 degrees 10 minutes 20 seconds East 1308.85 feet to the north line of said Southwest Quarter of the Southeast Quarter of Section 34 and said described centerline there terminating. Sidelines of said 50 foot wide easement shall extend to or terminate on said south and north lines of the Southwest Quarter of the Southeast Quarter of Section 34.

Certificate of Survey

A Utility Easement across Itasca County Tax Forfeit land within the SW1/4-SE1/4, Section 34, T 59 N, R 24 W, Itasca County, Minnesota



The orientation of this survey is based on Grid North, Itasca County Coordinate System, North Zone, NAD 83

0 100 200 400
Scale in Feet

Legend

- Denotes found monument
- ⊗ Denotes calculated position

Surveyor's Affidavit

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Jeffrey P. Major
Jeffrey P. Major

Date: 12/02/20 Registration No. 44902





**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 19, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1279

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Karin Grandia

AGENDA ITEM:

Sponsor Resolution for Harris Township LRIP Application

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Resolution of Support from Sponsoring Agency, which indicates that Itasca County agrees to act as the sponsor/fiscal agent for an application for funding from the Local Road Improvement Program (LRIP), as requested by Harris Township.

BACKGROUND:

The LRIP has a program called Routes of Regional Significance and Townships can apply for funds to improve local roads. The maximum grant amount is \$1.25 million. The funds can only be used for capital construction costs and townships must pay for all project development costs including, but not limited to, engineering, permitting and right-of-way. Additionally the Township must agree to cover all costs in excess of the grant amount.

Townships are required to have their local County act as a sponsor and fiscal agent for the project.

Harris Township is applying for LRIP funds to rehabilitate the Sunny Beach Road from CSAH 64 to Adair Road. The road is paved and the bituminous has reached the end of its useful life and needs to be rehabilitated. The Township completed a rehab project on the eastern portion of the Sunny Beach Road in 2017 and needs to complete the west section.

The Township has passed a resolution committing to the project and agreeing to cover any costs not covered by the LRIP grant.

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION:

1. ADDL INFO 5.7

01/19/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/26/2021 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 19, 2021

RESOLUTION

RE: RESOLUTION OF SUPPORT FROM SPONSORING AGENCY

WHEREAS, Local Road Improvement Program (LRIP) funds are available for local agency projects meeting Routes of Regional Significance or Rural Road Safety criteria; and

WHEREAS, non state aid cities and townships must have a county sponsor to apply for LRIP funding; and

WHEREAS, Harris Township has requested that Itasca County Sponsor its application for the rehabilitation of a portion of the Sunny Beach Road from CSAH 64 to Adair Road; and

WHEREAS, Harris Township understands that it will be responsible for all costs not covered by LRIP funding including all engineering and right of way costs and any construction costs over the funding cap.

NOW THEREFORE BE IT RESOLVED, that the County of Itasca hereby agrees to act as a sponsor/fiscal agent for the application from Harris Township for LRIP funding for the rehabilitation of a portion of the Sunny Beach Road.

RESOLUTION #2021-001
SUNNY BEACH ROAD IMPROVEMENT PROJECT
(Local Road Improvement Program)

WHEREAS, Harris Township has applied for up to \$1.25M in funding through the Minnesota Department of Transportation Local Road Improvement Program (LRIP), and funded by the Minnesota Legislature 2020 Bonding Bill; and

WHEREAS, Harris Township is being sponsored by Itasca County (Transportation Department); and

WHEREAS, Harris Township's road improvement project is to rehabilitate the pavement structure of Sunny Beach Road, located in Itasca County, which began in 2017; and

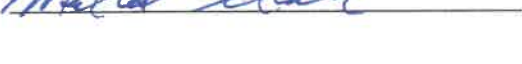
WHEREAS, Sunny Beach Road was rehabilitated 20+ years ago, and the road surface has severe cracking, resulting in unsafe driving conditions; and

WHEREAS, Harris Township's intent is to extend the life of Sunny Beach Road, and address critical safety and operation needs through improvements to the existing road; and

WHEREAS, Sunny Beach Road parallels the North Shore of Pokegama Lake, is densely populated, and has a traffic volume in excess of 1000 vehicles a day; and

NOW THEREFORE BE IT RESOLVED, Harris Township Board commits to funding engineering plans and specifications, and any amounts above an LRIP award; and

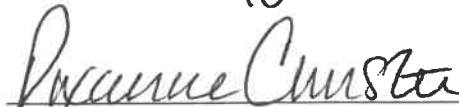
NOW THEREFORE BE IT FURTHER RESOLVED, Harris Township Board fully supports the application and proposed Sunny Beach Road project.

Supervisor	
Supervisor	
Supervisor	
Supervisor	
Supervisor	

YES	NO
-----	----

	_____
	_____
	_____
	_____
	_____

Approved on this 13th day of January 2021.


 Roxanne Christie, Clerk


 Ken Haubrich, Chair



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 19, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1282

DEPARTMENT: Administrative Services

TIME REQUESTED: 10 Minutes

PRESENTER: Chair

AGENDA ITEM:

Citizen Input

BOARD ACTION REQUESTED:

Receive Citizen Input

BACKGROUND:

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

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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

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

Tuesday, January 19, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1284

DEPARTMENT: Health & Human Services

TIME REQUESTED: 5 Minutes

PRESENTER: Kelly Chandler

AGENDA ITEM:

Contracts for COVID-19 Vaccination Administration

BOARD ACTION REQUESTED:

Authorize entering into a contractual agreement between Itasca County Public Health and the following Registered Nurses (RNs): Carrie Skrbec, Carol Brown, and Pamela Friesen for the period of January 19, 2021 through December 31, 2021 for the purpose of COVID-19 Vaccination Administration at a rate of \$40 per hour.

BACKGROUND:

Per Itasca County Purchase of Service Agreement, malpractice liability limited to be reimbursed as needed to reach the minimum claim limits.

Asking for action at 1/19/2021 Work Session due to time constraints.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. CS POS Agreement 2020
2. CB POS Agreement 2020
3. PF POS Agreement 2020
4. Contract for Vaccination Administration - Carey Skrbec - FULLY EXECUTED
5. Contract for Vaccination Administration - Carol Brown - FULLY EXECUTED
6. Contract for Vaccination Administration - Pamela Friesen - FULLY EXECUTED

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Terry Snyder
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

ITASCA COUNTY HEALTH & HUMAN SERVICES

Itasca County Public Health

1209 SE 2nd Avenue
Grand Rapids, MN 55744

PURCHASE OF SERVICE AGREEMENT

The ITASCA COUNTY HEALTH AND HUMAN SERVICES/ITASCA COUNTY PUBLIC HEALTH (ICPH), 1209 SE 2nd Avenue, Grand Rapids, MN 55744, hereafter referred to as the “Agency”, and Carrie Skrbec, hereafter referred to as the “Contractor”, enter into this Agreement for the period from 1-19-2021 THROUGH 12-31-2021.

WITNESSETH

WHEREAS, the Contractor is a vendor certified by the Agency, Itasca Health & Human Services/Itasca Public Health, to provide COVID-19 vaccination administration; and

WHEREAS, the Agency, pursuant to Minnesota Statutes, Sections 373.01, 373.02, and 256E.08 wishes to purchase such consultant services from the Contractor; and

WHEREAS, the Contractor represents that he is duly qualified and willing to perform such services;

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth, the Agency and Contractor agree as follows:

I. CONTRACT GENERAL

A. Contractor’s Duties:

1. Description of services is attached to this Agreement as Exhibit “A” and/or the Delegation Agreement.
2. The Contractor shall provide proof of liability insurance.
3. (When applicable) The Contractor shall provide proof of license (photocopy for verification).
4. The Contractor shall, in writing within 30 days, notify the Agency whenever s/he is unable to or going to be unable to, provide the required quality or quantity of Purchased Services. Upon such notifications, Agency shall determine whether such inability will require modification or cancellation of said contract.

B. Delivery of Purchased Services:

1. Purchased Services will be provided only to Itasca County Public Health.

C. Safeguard of Client and Provider Information:

1. The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in Laws of Minnesota, Chapter 13, and 42 CFR Parts 160 and 164 (HIPAA Privacy and Security) or for any purpose not directly connected with the Agency's or Contractor's responsibility with respect to the Purchased Services hereunder is prohibited. The collection, use, maintenance, and dissemination of data on clients shall be in accordance with the laws of Minnesota and the United States applicable to the data. Any persons employed by the Contractor will assure compliance with Minnesota Statute Section 13.46, Subd. 5, 42 CFR Parts 160 and 164, and adhere to the following:
 - a. The parties hereto recognize that data collected, used, exchanged, and disseminated for the administration and management of activities and programs authorized by this Agreement may be classified by State or Federal Law as private or confidential. The Parties agree that such data will be collected, used, exchanged, and disseminated consistent with the requirements of Law applicable to that data, including the Minnesota Data Practices Act, Minn. Stat. & 13.01 et seq., as amended, and the Rules of the Commissioner of Administration promulgated hereunder, MN Rules 1205.0100 et seq. as amended, and 42 CFR Parts 160 and 164, including responsibilities of Business Associates, as amended. To the extent necessary for the administration and management of activities and programs herein provided and as otherwise specifically authorized by law, private and confidential data may be exchanged and disseminated between the respective parties, including their legal representatives.
2. The Agency and Contractor shall insure a mutual exchange of information between Agency and Contractor.

D. Safeguard of Itasca County Public Health Program Information:

1. The Contractor agrees that any information obtained regarding the ICPH Program in total including administration will be held confidential and released only as may be required by law, or to Itasca County Health and Human Services and others as approved by ICPH.

E. Equal Employment Opportunity and Civil Rights and Nondiscrimination:

1. (When applicable) the Contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000e); including Executive Order No. 11246, and Title VI (42 USC 2000d); and the Rehabilitation Act of 1973, as amended by Section 504;

2. (When applicable) Contractor certifies that s/he has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363.073 (1982). This section shall not apply if the grant is for less than \$50,000, and the Contractor has employed 20 or less full-time employees during the previous 12 months.

F. Fair Hearing and Grievance Procedures:

1. The Agency agrees to provide for a Fair Hearing and Grievance Procedure in conformation with Minnesota Statutes, Section 256.045, and in conjunction with the Fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services.

G. Conditions of the Parties' Obligations:

1. It is understood and agreed that in the event the reimbursement to the Agency from State and Federal sources is not obtained and continued at a level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations of each party hereunder shall thereupon be terminated.
2. This Agreement may be canceled by either party at any time, with or without cause, upon 30 day notice, in writing, delivered by mail or in person.
3. Before the termination date specified in Section 1 of this Agreement the Agency may evaluate the performance of the Contractor in regard to terms of this Agreement to determine whether such performance merits renewal of this Agreement.
4. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this Agreement.
5. No claim for services furnished by the Contractor, not specifically provided in the Agreement, will be allowed by the Agency, nor shall the Contractor do any work or furnish any material not covered by this Agreement, unless this is approved in writing by the Agency. Such approval shall be considered to be a modification of the Agreement.

H. Subcontracting:

1. The Contractor shall not enter into subcontracts for any of the goods and services contemplated under this Agreement without written approval of the Agency. All subcontracts shall be subject to the requirements of this Agreement. The Contractor shall be responsible for the performance of any subcontractor.

I. Contractor Interested in Agreement:

1. No county official, or deputy or clerk or employee of such official shall be directly or indirectly interested in any agreement, contract, work, labor, or business to which the County is a party or in which it is or may be interested or in the furnishing of any article to, or the purchase or sale of any property, real or personal, by the County, or of which the consideration, price, or expense is payable from the County treasury. Any violation of the provisions of Minnesota Statutes, Section 382.18, shall be a gross misdemeanor.
 2. Contractor is an independent Contractor for purposes of all laws, including but not limited to Minn. Stat. 176 (Worker's Compensation Laws), Minn. Stat. 177.43 (Fair Labor Standards Act) and Minn. Stat. 268 (Unemployment Compensation Laws). Contractor agrees that it/I am an independent Contractor and not a "public employee" as the latter is defined in Minn. Stat. 179A (Public Employment Labor Relations Act). No tenure or any rights or benefits including worker's compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to county employees shall accrue to the Contractor or employees of the Contractor performing services under this Agreement.
- J. Assurance of Compliance with Federal and State Requirements.
1. Contractor assures that s/he will comply in every respect with all applicable Federal and State laws pertaining to human rights.
 2. In accordance with the above, Contractor hereby agrees to comply with all applicable Federal and State laws, rules, and regulations relating to non-discrimination and affirmative action.
 3. Contractor assures that s/he will comply in every aspect with the Health Insurance Portability & Accountability Act (HIPAA), 42 CFR Parts 160 and 164.
- K. Miscellaneous:
1. Entire Agreement: It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Contractor and any county social services agency relating to the subject matter hereof.
 2. The Contractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary and, as a third-party beneficiary, is an affected party under this Agreement.

II. Contract Specific

A. General Provisions

1. ICPH maintains ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of its contract with the State of Minnesota.
2. The delegated activities or obligations, and related reporting responsibilities are specified in the Delegation Agreement, incorporated into this contract.
3. The contractor agrees to perform any delegated activities and reporting responsibilities in compliance with Itasca Medical Care's contract obligations.
4. The contractor shall comply with 42 CFR §438.3(k) and 42 CFR 434, Subpart A.
5. The contractor agrees to comply with all applicable Medicare and Medicaid laws, regulations, including subregulatory guidance and contract provisions.
6. The contractor agrees to a performance evaluation of delegated activities through a formal review process at least annually.
7. The contractor agrees to the revocation of delegation or imposition of other sanctions if performance is inadequate.

B. Program Integrity Disclosures

The Contractor agrees to:

1. Search monthly, the OIG List of Excluded Individuals/Entities (LEIE), the Excluded Parties List System (EPLS, within the HHS System for Awards Management) database, and the Excluded Provider Lists maintained by the State, for any agents, persons with an Ownership or Control Interest, and Managing Employees to verify these persons:
 - a. Are not excluded from participation in Medicare or Medicaid nor under §§ 1128 or 1128A of the SSA; and
 - b. Have not been convicted of a criminal offense related to that person's involvement in any program established under Medicare, Medicaid or the programs under Title XX of the SSA (42 CFR §§ 455.436: 438.602(d); 438.610).
2. Notify ICPH (after initial contracting) within five days of the date any agent, person with an Ownership or Control Interest, or Managing Employee who has been convicted of a criminal offense related to the involvement in any program established under Medicare, Medicaid, the Title XX services program, or that have been excluded from participation under §§ 1128 or 1128A of the SSA.
3. Comply with Disclosure of Ownership and Management Information in accordance with 42 CFR § 455.104:
 - a. Complete the Ownership and Control Interest Disclosure Statement to include:
 - i. The name, address, date of birth, social security number (in the case of an individual), and tax identification number (in the case of a corporation) of each Person with an ownership or control interest in which the disclosing entity has direct or indirect ownership of five percent (5%) or more;

- ii. A statement as to whether any person with an ownership or control interest is related (if an individual) to any other person with an ownership or control interest as spouse, parent, child or sibling;
 - iii. The name of any other disclosing entity in which a person with an ownership or control interest in the disclosing entity also has an ownership or control interest; and
 - iv. The name, address, date of birth, and social security number of any managing employee of the disclosing entity.
- C. Contractor's Duties
 - 1. The Agency agrees to purchase, and the Contractor agrees to furnish the services described in Exhibit A and according to the Delegation Agreement.
- D. Monitoring and Evaluation:
 - 1. Performance of the Contractor will be monitored in accordance with outcomes.
- E. Payment for Purchased Services:
 - 1. The Agency shall, within 30 days of the end of each month make payment to the Contractor per agreed contract rates of **\$40 per hour**. Contractor will invoice hours worked and description of services every month by the 7th day to ICPH.
 - 2. Malpractice insurance per contract limits will be reimbursed upon invoicing to ICPH if needed by Contractor up to **\$300**.
- F. Recording Requirements or Accountability:
 - 1. The Contractor agrees to maintain records and these records belong to the Agency.
- G. Audit and Record Disclosures:
 - 1. The Contractor Shall:
 - a. Make available financial, statistical and health plan reports to the Agency in regard to services described the Delegation Agreement.
 - b. Comply with policies of the Minnesota Department of Human Services regarding managed care recording and monitoring procedures, as defined in the Agreement between Itasca County Health and Human Services and Department of Human Services, and the administrative rules of the State Agency.
 - c. Respond directly and promptly to State inquiries and data requests.
 - d. Allow ICPH access to all information and data relevant to this contract, and allow release of the information and data to the State.
 - e. Provide CMS, the HHS Inspector General, the Comptroller General, or their designee, and the State with the right to inspect, evaluate, and audit any premises, physical facilities, equipment, pertinent books, financial

records, documents, papers, and records involving financial transactions related to this Contract. If CMS, the HHs Inspector General, the Comptroller General, or their designees, or the State determines that there is a reasonable probability of fraud or similar risk, CMS, HHS Inspector General, the Comptroller General, or their designees, or the State may audit the Contractor at any time.

- f. Agree that the State and CMS's right to inspect, evaluate and audit shall extend through 10 years from the date of the final settlement for the Contract Year pursuant to 42 CFR § 438.3(u).

G. Bonding, Indemnity, Insurance, and Audit Clause:

1. Bonding: The Contractor shall obtain and maintain at all times, during the term of this Agreement, a fidelity bond covering the activity of its personnel authorized to receive or distribute monies. Such bond shall be in the amount of \$ NA .
2. Indemnity: The Contractor agrees that it will at all times indemnify and hold harmless the Agency from any and all liability, loss, damages, costs or expenses which may be claimed against the Agency or Contractor;
 - a. By reason of any service client's suffering personal injury, death, or property loss or damages either while participating in or receiving from the Contractor the care and services to be furnished by the Contractor under this Agreement, or while on premises owned, leased or operated by the Contractor, or while being transported to or from said premises in any vehicle owned, operated, chartered or otherwise contracted for by the Contractor or his assigns; or
 - b. By reason of any service client's causing injury to another person, or damage to the property of another person during any time when the Contractor or his assigns or employee thereof has undertaken or is furnishing the care and service called for under this Agreement.
3. Insurance: To procure and maintain professional liability insurance consistent with amount determined by Itasca County. Contractors shall provide a certificate of such insurance to ICPH, which documents the following minimum coverage amounts:
 - a. \$1,500,000 when the claim is one for death by wrongful act or omission and \$1,500,000 to any claimant in any other case; and
 - b. \$3,000,000 aggregate for any number of claims arising out of a single occurrence for the protection of the County of Itasca.

4. The Contractor certifies that s/he is in compliance with the workers' compensation insurance requirements of Minnesota Statutes, Section 176.181, and subdivision 2.

This contract may be extended for a period of one year, at the option of the Contractor. If the Contractor desires to extend the term of the contract, they shall notify the Agency in writing at least 60 days before the expiration of the contract. All terms of this contract will remain in effect pending execution of a Contract Amendment, execution of a new Contract or notice of termination as provided under Section I.

BY _____
Kelly Chandler, Division Manager
Itasca County Public Health

DATED _____

BY _____
Chairperson,
Itasca County Board

DATED _____

BY _____
Carrie Skrbec, RN

DATED _____

Exhibit A
Itasca County Public Health

Carrie Skrbec will:

1. Perform duties for COVID-19 Vaccination Administration

ITASCA COUNTY HEALTH & HUMAN SERVICES

Itasca County Public Health

1209 SE 2nd Avenue
Grand Rapids, MN 55744

PURCHASE OF SERVICE AGREEMENT

The ITASCA COUNTY HEALTH AND HUMAN SERVICES/ITASCA COUNTY PUBLIC HEALTH (ICPH), 1209 SE 2nd Avenue, Grand Rapids, MN 55744, hereafter referred to as the "Agency", and Carol Brown, hereafter referred to as the "Contractor", enter into this Agreement for the period from 1-19-2021 THROUGH 12-31-2021.

WITNESSETH

WHEREAS, the Contractor is a vendor certified by the Agency, Itasca Health & Human Services/Itasca Public Health, to provide COVID-19 vaccination administration; and

WHEREAS, the Agency, pursuant to Minnesota Statutes, Sections 373.01, 373.02, and 256E.08 wishes to purchase such consultant services from the Contractor; and

WHEREAS, the Contractor represents that he is duly qualified and willing to perform such services;

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth, the Agency and Contractor agree as follows:

I. CONTRACT GENERAL

A. Contractor's Duties:

1. Description of services is attached to this Agreement as Exhibit "A" and/or the Delegation Agreement.
2. The Contractor shall provide proof of liability insurance.
3. (When applicable) The Contractor shall provide proof of license (photocopy for verification).
4. The Contractor shall, in writing within 30 days, notify the Agency whenever s/he is unable to or going to be unable to, provide the required quality or quantity of Purchased Services. Upon such notifications, Agency shall determine whether such inability will require modification or cancellation of said contract.

B. Delivery of Purchased Services:

1. Purchased Services will be provided only to Itasca County Public Health.

C. Safeguard of Client and Provider Information:

1. The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in Laws of Minnesota, Chapter 13, and 42 CFR Parts 160 and 164 (HIPAA Privacy and Security) or for any purpose not directly connected with the Agency's or Contractor's responsibility with respect to the Purchased Services hereunder is prohibited. The collection, use, maintenance, and dissemination of data on clients shall be in accordance with the laws of Minnesota and the United States applicable to the data. Any persons employed by the Contractor will assure compliance with Minnesota Statute Section 13.46, Subd. 5, 42 CFR Parts 160 and 164, and adhere to the following:
 - a. The parties hereto recognize that data collected, used, exchanged, and disseminated for the administration and management of activities and programs authorized by this Agreement may be classified by State or Federal Law as private or confidential. The Parties agree that such data will be collected, used, exchanged, and disseminated consistent with the requirements of Law applicable to that data, including the Minnesota Data Practices Act, Minn. Stat. & 13.01 et seq., as amended, and the Rules of the Commissioner of Administration promulgated hereunder, MN Rules 1205.0100 et seq. as amended, and 42 CFR Parts 160 and 164, including responsibilities of Business Associates, as amended. To the extent necessary for the administration and management of activities and programs herein provided and as otherwise specifically authorized by law, private and confidential data may be exchanged and disseminated between the respective parties, including their legal representatives.
2. The Agency and Contractor shall insure a mutual exchange of information between Agency and Contractor.

D. Safeguard of Itasca County Public Health Program Information:

1. The Contractor agrees that any information obtained regarding the ICPH Program in total including administration will be held confidential and released only as may be required by law, or to Itasca County Health and Human Services and others as approved by ICPH.

E. Equal Employment Opportunity and Civil Rights and Nondiscrimination:

1. (When applicable) the Contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000e); including Executive Order No. 11246, and Title VI (42 USC 2000d); and the Rehabilitation Act of 1973, as amended by Section 504;

2. (When applicable) Contractor certifies that s/he has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363.073 (1982). This section shall not apply if the grant is for less than \$50,000, and the Contractor has employed 20 or less full-time employees during the previous 12 months.

F. Fair Hearing and Grievance Procedures:

1. The Agency agrees to provide for a Fair Hearing and Grievance Procedure in conformation with Minnesota Statutes, Section 256.045, and in conjunction with the Fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services.

G. Conditions of the Parties' Obligations:

1. It is understood and agreed that in the event the reimbursement to the Agency from State and Federal sources is not obtained and continued at a level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations of each party hereunder shall thereupon be terminated.
2. This Agreement may be canceled by either party at any time, with or without cause, upon 30 day notice, in writing, delivered by mail or in person.
3. Before the termination date specified in Section 1 of this Agreement the Agency may evaluate the performance of the Contractor in regard to terms of this Agreement to determine whether such performance merits renewal of this Agreement.
4. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this Agreement.
5. No claim for services furnished by the Contractor, not specifically provided in the Agreement, will be allowed by the Agency, nor shall the Contractor do any work or furnish any material not covered by this Agreement, unless this is approved in writing by the Agency. Such approval shall be considered to be a modification of the Agreement.

H. Subcontracting:

1. The Contractor shall not enter into subcontracts for any of the goods and services contemplated under this Agreement without written approval of the Agency. All subcontracts shall be subject to the requirements of this Agreement. The Contractor shall be responsible for the performance of any subcontractor.

I. Contractor Interested in Agreement:

1. No county official, or deputy or clerk or employee of such official shall be directly or indirectly interested in any agreement, contract, work, labor, or business to which the County is a party or in which it is or may be interested or in the furnishing of any article to, or the purchase or sale of any property, real or personal, by the County, or of which the consideration, price, or expense is payable from the County treasury. Any violation of the provisions of Minnesota Statutes, Section 382.18, shall be a gross misdemeanor.
 2. Contractor is an independent Contractor for purposes of all laws, including but not limited to Minn. Stat. 176 (Worker's Compensation Laws), Minn. Stat. 177.43 (Fair Labor Standards Act) and Minn. Stat. 268 (Unemployment Compensation Laws). Contractor agrees that it/I am an independent Contractor and not a "public employee" as the latter is defined in Minn. Stat. 179A (Public Employment Labor Relations Act). No tenure or any rights or benefits including worker's compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to county employees shall accrue to the Contractor or employees of the Contractor performing services under this Agreement.
- J. Assurance of Compliance with Federal and State Requirements.
1. Contractor assures that s/he will comply in every respect with all applicable Federal and State laws pertaining to human rights.
 2. In accordance with the above, Contractor hereby agrees to comply with all applicable Federal and State laws, rules, and regulations relating to non-discrimination and affirmative action.
 3. Contractor assures that s/he will comply in every aspect with the Health Insurance Portability & Accountability Act (HIPAA), 42 CFR Parts 160 and 164.
- K. Miscellaneous:
1. Entire Agreement: It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Contractor and any county social services agency relating to the subject matter hereof.
 2. The Contractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary and, as a third-party beneficiary, is an affected party under this Agreement.

II. Contract Specific

A. General Provisions

1. ICPH maintains ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of its contract with the State of Minnesota.
2. The delegated activities or obligations, and related reporting responsibilities are specified in the Delegation Agreement, incorporated into this contract.
3. The contractor agrees to perform any delegated activities and reporting responsibilities in compliance with Itasca Medical Care's contract obligations.
4. The contractor shall comply with 42 CFR §438.3(k) and 42 CFR 434, Subpart A.
5. The contractor agrees to comply with all applicable Medicare and Medicaid laws, regulations, including subregulatory guidance and contract provisions.
6. The contractor agrees to a performance evaluation of delegated activities through a formal review process at least annually.
7. The contractor agrees to the revocation of delegation or imposition of other sanctions if performance is inadequate.

B. Program Integrity Disclosures

The Contractor agrees to:

1. Search monthly, the OIG List of Excluded Individuals/Entities (LEIE), the Excluded Parties List System (EPLS, within the HHS System for Awards Management) database, and the Excluded Provider Lists maintained by the State, for any agents, persons with an Ownership or Control Interest, and Managing Employees to verify these persons:
 - a. Are not excluded from participation in Medicare or Medicaid nor under §§ 1128 or 1128A of the SSA; and
 - b. Have not been convicted of a criminal offense related to that person's involvement in any program established under Medicare, Medicaid or the programs under Title XX of the SSA (42 CFR §§ 455.436: 438.602(d); 438.610).
2. Notify ICPH (after initial contracting) within five days of the date any agent, person with an Ownership or Control Interest, or Managing Employee who has been convicted of a criminal offense related to the involvement in any program established under Medicare, Medicaid, the Title XX services program, or that have been excluded from participation under §§ 1128 or 1128A of the SSA.
3. Comply with Disclosure of Ownership and Management Information in accordance with 42 CFR § 455.104:
 - a. Complete the Ownership and Control Interest Disclosure Statement to include:
 - i. The name, address, date of birth, social security number (in the case of an individual), and tax identification number (in the case of a corporation) of each Person with an ownership or control interest in which the disclosing entity has direct or indirect ownership of five percent (5%) or more;

- ii. A statement as to whether any person with an ownership or control interest is related (if an individual) to any other person with an ownership or control interest as spouse, parent, child or sibling;
 - iii. The name of any other disclosing entity in which a person with an ownership or control interest in the disclosing entity also has an ownership or control interest; and
 - iv. The name, address, date of birth, and social security number of any managing employee of the disclosing entity.
- C. Contractor's Duties
 - 1. The Agency agrees to purchase, and the Contractor agrees to furnish the services described in Exhibit A and according to the Delegation Agreement.
- D. Monitoring and Evaluation:
 - 1. Performance of the Contractor will be monitored in accordance with outcomes.
- E. Payment for Purchased Services:
 - 1. The Agency shall, within 30 days of the end of each month make payment to the Contractor per agreed contract rates of **\$40 per hour**. Contractor will invoice hours worked and description of services every month by the 7th day to ICPH.
 - 2. Malpractice insurance per contract limits will be reimbursed upon invoicing to ICPH if needed by Contractor up to **\$300**.
- F. Recording Requirements or Accountability:
 - 1. The Contractor agrees to maintain records and these records belong to the Agency.
- G. Audit and Record Disclosures:
 - 1. The Contractor Shall:
 - a. Make available financial, statistical and health plan reports to the Agency in regard to services described the Delegation Agreement.
 - b. Comply with policies of the Minnesota Department of Human Services regarding managed care recording and monitoring procedures, as defined in the Agreement between Itasca County Health and Human Services and Department of Human Services, and the administrative rules of the State Agency.
 - c. Respond directly and promptly to State inquiries and data requests.
 - d. Allow ICPH access to all information and data relevant to this contract, and allow release of the information and data to the State.
 - e. Provide CMS, the HHS Inspector General, the Comptroller General, or their designee, and the State with the right to inspect, evaluate, and audit any premises, physical facilities, equipment, pertinent books, financial

records, documents, papers, and records involving financial transactions related to this Contract. If CMS, the HHs Inspector General, the Comptroller General, or their designees, or the State determines that there is a reasonable probability of fraud or similar risk, CMS, HHS Inspector General, the Comptroller General, or their designees, or the State may audit the Contractor at any time.

- f. Agree that the State and CMS's right to inspect, evaluate and audit shall extend through 10 years from the date of the final settlement for the Contract Year pursuant to 42 CFR § 438.3(u).

G. Bonding, Indemnity, Insurance, and Audit Clause:

1. Bonding: The Contractor shall obtain and maintain at all times, during the term of this Agreement, a fidelity bond covering the activity of its personnel authorized to receive or distribute monies. Such bond shall be in the amount of \$ NA .
2. Indemnity: The Contractor agrees that it will at all times indemnify and hold harmless the Agency from any and all liability, loss, damages, costs or expenses which may be claimed against the Agency or Contractor;
 - a. By reason of any service client's suffering personal injury, death, or property loss or damages either while participating in or receiving from the Contractor the care and services to be furnished by the Contractor under this Agreement, or while on premises owned, leased or operated by the Contractor, or while being transported to or from said premises in any vehicle owned, operated, chartered or otherwise contracted for by the Contractor or his assigns; or
 - b. By reason of any service client's causing injury to another person, or damage to the property of another person during any time when the Contractor or his assigns or employee thereof has undertaken or is furnishing the care and service called for under this Agreement.
3. Insurance: To procure and maintain professional liability insurance consistent with amount determined by Itasca County. Contractors shall provide a certificate of such insurance to ICPH, which documents the following minimum coverage amounts:
 - a. \$1,500,000 when the claim is one for death by wrongful act or omission and \$1,500,000 to any claimant in any other case; and
 - b. \$3,000,000 aggregate for any number of claims arising out of a single occurrence for the protection of the County of Itasca.

4. The Contractor certifies that s/he is in compliance with the workers' compensation insurance requirements of Minnesota Statutes, Section 176.181, and subdivision 2.

This contract may be extended for a period of one year, at the option of the Contractor. If the Contractor desires to extend the term of the contract, they shall notify the Agency in writing at least 60 days before the expiration of the contract. All terms of this contract will remain in effect pending execution of a Contract Amendment, execution of a new Contract or notice of termination as provided under Section I.

BY _____
Kelly Chandler, Division Manager
Itasca County Public Health

DATED _____

BY _____
Chairperson,
Itasca County Board

DATED _____

BY _____
Carol Brown, RN

DATED _____

Exhibit A
Itasca County Public Health

Carol Brown will:

1. Perform duties for COVID-19 Vaccination Administration

ITASCA COUNTY HEALTH & HUMAN SERVICES

Itasca County Public Health

1209 SE 2nd Avenue
Grand Rapids, MN 55744

PURCHASE OF SERVICE AGREEMENT

The ITASCA COUNTY HEALTH AND HUMAN SERVICES/ITASCA COUNTY PUBLIC HEALTH (ICPH), 1209 SE 2nd Avenue, Grand Rapids, MN 55744, hereafter referred to as the “Agency”, and Pamela Friesen, hereafter referred to as the “Contractor”, enter into this Agreement for the period from 1-19-2021 THROUGH 12-31-2021.

WITNESSETH

WHEREAS, the Contractor is a vendor certified by the Agency, Itasca Health & Human Services/Itasca Public Health, to provide COVID-19 vaccination administration; and

WHEREAS, the Agency, pursuant to Minnesota Statutes, Sections 373.01, 373.02, and 256E.08 wishes to purchase such consultant services from the Contractor; and

WHEREAS, the Contractor represents that he is duly qualified and willing to perform such services;

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth, the Agency and Contractor agree as follows:

I. CONTRACT GENERAL

A. Contractor's Duties:

1. Description of services is attached to this Agreement as Exhibit “A” and/or the Delegation Agreement.
2. The Contractor shall provide proof of liability insurance.
3. (When applicable) The Contractor shall provide proof of license (photocopy for verification).
4. The Contractor shall, in writing within 30 days, notify the Agency whenever s/he is unable to or going to be unable to, provide the required quality or quantity of Purchased Services. Upon such notifications, Agency shall determine whether such inability will require modification or cancellation of said contract.

B. Delivery of Purchased Services:

1. Purchased Services will be provided only to Itasca County Public Health.

C. Safeguard of Client and Provider Information:

1. The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in Laws of Minnesota, Chapter 13, and 42 CFR Parts 160 and 164 (HIPAA Privacy and Security) or for any purpose not directly connected with the Agency's or Contractor's responsibility with respect to the Purchased Services hereunder is prohibited. The collection, use, maintenance, and dissemination of data on clients shall be in accordance with the laws of Minnesota and the United States applicable to the data. Any persons employed by the Contractor will assure compliance with Minnesota Statute Section 13.46, Subd. 5, 42 CFR Parts 160 and 164, and adhere to the following:
 - a. The parties hereto recognize that data collected, used, exchanged, and disseminated for the administration and management of activities and programs authorized by this Agreement may be classified by State or Federal Law as private or confidential. The Parties agree that such data will be collected, used, exchanged, and disseminated consistent with the requirements of Law applicable to that data, including the Minnesota Data Practices Act, Minn. Stat. & 13.01 et seq., as amended, and the Rules of the Commissioner of Administration promulgated hereunder, MN Rules 1205.0100 et seq. as amended, and 42 CFR Parts 160 and 164, including responsibilities of Business Associates, as amended. To the extent necessary for the administration and management of activities and programs herein provided and as otherwise specifically authorized by law, private and confidential data may be exchanged and disseminated between the respective parties, including their legal representatives.
2. The Agency and Contractor shall insure a mutual exchange of information between Agency and Contractor.

D. Safeguard of Itasca County Public Health Program Information:

1. The Contractor agrees that any information obtained regarding the ICPH Program in total including administration will be held confidential and released only as may be required by law, or to Itasca County Health and Human Services and others as approved by ICPH.

E. Equal Employment Opportunity and Civil Rights and Nondiscrimination:

1. (When applicable) the Contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000e); including Executive Order No. 11246, and Title VI (42 USC 2000d); and the Rehabilitation Act of 1973, as amended by Section 504;

2. (When applicable) Contractor certifies that s/he has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363.073 (1982). This section shall not apply if the grant is for less than \$50,000, and the Contractor has employed 20 or less full-time employees during the previous 12 months.

F. Fair Hearing and Grievance Procedures:

1. The Agency agrees to provide for a Fair Hearing and Grievance Procedure in conformation with Minnesota Statutes, Section 256.045, and in conjunction with the Fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services.

G. Conditions of the Parties' Obligations:

1. It is understood and agreed that in the event the reimbursement to the Agency from State and Federal sources is not obtained and continued at a level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations of each party hereunder shall thereupon be terminated.
2. This Agreement may be canceled by either party at any time, with or without cause, upon 30 day notice, in writing, delivered by mail or in person.
3. Before the termination date specified in Section 1 of this Agreement the Agency may evaluate the performance of the Contractor in regard to terms of this Agreement to determine whether such performance merits renewal of this Agreement.
4. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this Agreement.
5. No claim for services furnished by the Contractor, not specifically provided in the Agreement, will be allowed by the Agency, nor shall the Contractor do any work or furnish any material not covered by this Agreement, unless this is approved in writing by the Agency. Such approval shall be considered to be a modification of the Agreement.

H. Subcontracting:

1. The Contractor shall not enter into subcontracts for any of the goods and services contemplated under this Agreement without written approval of the Agency. All subcontracts shall be subject to the requirements of this Agreement. The Contractor shall be responsible for the performance of any subcontractor.

I. Contractor Interested in Agreement:

1. No county official, or deputy or clerk or employee of such official shall be directly or indirectly interested in any agreement, contract, work, labor, or business to which the County is a party or in which it is or may be interested or in the furnishing of any article to, or the purchase or sale of any property, real or personal, by the County, or of which the consideration, price, or expense is payable from the County treasury. Any violation of the provisions of Minnesota Statutes, Section 382.18, shall be a gross misdemeanor.
2. Contractor is an independent Contractor for purposes of all laws, including but not limited to Minn. Stat. 176 (Worker's Compensation Laws), Minn. Stat. 177.43 (Fair Labor Standards Act) and Minn. Stat. 268 (Unemployment Compensation Laws). Contractor agrees that it/I am an independent Contractor and not a "public employee" as the latter is defined in Minn. Stat. 179A (Public Employment Labor Relations Act). No tenure or any rights or benefits including worker's compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to county employees shall accrue to the Contractor or employees of the Contractor performing services under this Agreement.

J. Assurance of Compliance with Federal and State Requirements.

1. Contractor assures that s/he will comply in every respect with all applicable Federal and State laws pertaining to human rights.
2. In accordance with the above, Contractor hereby agrees to comply with all applicable Federal and State laws, rules, and regulations relating to non-discrimination and affirmative action.
3. Contractor assures that s/he will comply in every aspect with the Health Insurance Portability & Accountability Act (HIPAA), 42 CFR Parts 160 and 164.

K. Miscellaneous:

1. Entire Agreement: It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Contractor and any county social services agency relating to the subject matter hereof.
2. The Contractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary and, as a third-party beneficiary, is an affected party under this Agreement.

II. Contract Specific

A. General Provisions

1. ICPH maintains ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of its contract with the State of Minnesota.
2. The delegated activities or obligations, and related reporting responsibilities are specified in the Delegation Agreement, incorporated into this contract.
3. The contractor agrees to perform any delegated activities and reporting responsibilities in compliance with Itasca Medical Care's contract obligations.
4. The contractor shall comply with 42 CFR §438.3(k) and 42 CFR 434, Subpart A.
5. The contractor agrees to comply with all applicable Medicare and Medicaid laws, regulations, including subregulatory guidance and contract provisions.
6. The contractor agrees to a performance evaluation of delegated activities through a formal review process at least annually.
7. The contractor agrees to the revocation of delegation or imposition of other sanctions if performance is inadequate.

B. Program Integrity Disclosures

The Contractor agrees to:

1. Search monthly, the OIG List of Excluded Individuals/Entities (LEIE), the Excluded Parties List System (EPLS, within the HHS System for Awards Management) database, and the Excluded Provider Lists maintained by the State, for any agents, persons with an Ownership or Control Interest, and Managing Employees to verify these persons:
 - a. Are not excluded from participation in Medicare or Medicaid nor under §§ 1128 or 1128A of the SSA; and
 - b. Have not been convicted of a criminal offense related to that person's involvement in any program established under Medicare, Medicaid or the programs under Title XX of the SSA (42 CFR §§ 455.436: 438.602(d); 438.610).
2. Notify ICPH (after initial contracting) within five days of the date any agent, person with an Ownership or Control Interest, or Managing Employee who has been convicted of a criminal offense related to the involvement in any program established under Medicare, Medicaid, the Title XX services program, or that have been excluded from participation under §§ 1128 or 1128A of the SSA.
3. Comply with Disclosure of Ownership and Management Information in accordance with 42 CFR § 455.104:
 - a. Complete the Ownership and Control Interest Disclosure Statement to include:
 - i. The name, address, date of birth, social security number (in the case of an individual), and tax identification number (in the case of a corporation) of each Person with an ownership or control interest in which the disclosing entity has direct or indirect ownership of five percent (5%) of more;

- ii. A statement as to whether any person with an ownership or control interest is related (if an individual) to any other person with an ownership or control interest as spouse, parent, child or sibling;
 - iii. The name of any other disclosing entity in which a person with an ownership or control interest in the disclosing entity also has an ownership or control interest; and
 - iv. The name, address, date of birth, and social security number of any managing employee of the disclosing entity.
- C. Contractor's Duties
 - 1. The Agency agrees to purchase, and the Contractor agrees to furnish the services described in Exhibit A and according to the Delegation Agreement.
- D. Monitoring and Evaluation:
 - 1. Performance of the Contractor will be monitored in accordance with outcomes.
- E. **Payment for Purchased Services:**
 - 1. The Agency shall, within 30 days of the end of each month make payment to the Contractor per agreed contract rates of **\$40 per hour**. Contractor will invoice hours worked and description of services every month by the 7th day to ICPH.
 - 2. Malpractice insurance per contract limits will be reimbursed upon invoicing to ICPH if needed by Contractor up to **\$300**.
- F. Recording Requirements or Accountability:
 - 1. The Contractor agrees to maintain records and these records belong to the Agency.
- G. Audit and Record Disclosures:
 - 1. The Contractor Shall:
 - a. Make available financial, statistical and health plan reports to the Agency in regard to services described the Delegation Agreement.
 - b. Comply with policies of the Minnesota Department of Human Services regarding managed care recording and monitoring procedures, as defined in the Agreement between Itasca County Health and Human Services and Department of Human Services, and the administrative rules of the State Agency.
 - c. Respond directly and promptly to State inquiries and data requests.
 - d. Allow ICPH access to all information and data relevant to this contract, and allow release of the information and data to the State.
 - e. Provide CMS, the HHS Inspector General, the Comptroller General, or their designee, and the State with the right to inspect, evaluate, and audit any premises, physical facilities, equipment, pertinent books, financial

records, documents, papers, and records involving financial transactions related to this Contract. If CMS, the HHs Inspector General, the Comptroller General, or their designees, or the State determines that there is a reasonable probability of fraud or similar risk, CMS, HHS Inspector General, the Comptroller General, or their designees, or the State may audit the Contractor at any time.

- f. Agree that the State and CMS's right to inspect, evaluate and audit shall extend through 10 years from the date of the final settlement for the Contract Year pursuant to 42 CFR § 438.3(u).

G. Bonding, Indemnity, Insurance, and Audit Clause:

1. Bonding: The Contractor shall obtain and maintain at all times, during the term of this Agreement, a fidelity bond covering the activity of its personnel authorized to receive or distribute monies. Such bond shall be in the amount of \$ NA .
2. Indemnity: The Contractor agrees that it will at all times indemnify and hold harmless the Agency from any and all liability, loss, damages, costs or expenses which may be claimed against the Agency or Contractor;
 - a. By reason of any service client's suffering personal injury, death, or property loss or damages either while participating in or receiving from the Contractor the care and services to be furnished by the Contractor under this Agreement, or while on premises owned, leased or operated by the Contractor, or while being transported to or from said premises in any vehicle owned, operated, chartered or otherwise contracted for by the Contractor or his assigns; or
 - b. By reason of any service client's causing injury to another person, or damage to the property of another person during any time when the Contractor or his assigns or employee thereof has undertaken or is furnishing the care and service called for under this Agreement.
3. Insurance: To procure and maintain professional liability insurance consistent with amount determined by Itasca County. Contractors shall provide a certificate of such insurance to ICPH, which documents the following minimum coverage amounts:
 - a. \$1,500,000 when the claim is one for death by wrongful act or omission and \$1,500,000 to any claimant in any other case; and
 - b. \$3,000,000 aggregate for any number of claims arising out of a single occurrence for the protection of the County of Itasca.

4. The Contractor certifies that s/he is in compliance with the workers' compensation insurance requirements of Minnesota Statutes, Section 176.181, and subdivision 2.

This contract may be extended for a period of one year, at the option of the Contractor. If the Contractor desires to extend the term of the contract, they shall notify the Agency in writing at least 60 days before the expiration of the contract. All terms of this contract will remain in effect pending execution of a Contract Amendment, execution of a new Contract or notice of termination as provided under Section I.

BY _____
Kelly Chandler, Division Manager
Itasca County Public Health

DATED _____

BY _____
Chairperson,
Itasca County Board

DATED _____

BY _____
Pamela Friesen, RN

DATED _____

Exhibit A
Itasca County Public Health

Pamela Friesen will:

1. Perform duties for COVID-19 Vaccination Administration



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 19, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1286

DEPARTMENT: Health & Human Services

TIME REQUESTED: 5 Minutes

PRESENTER: Kelly Chandler

AGENDA ITEM:

Request for Hiring Authorization

BOARD ACTION REQUESTED:

Request authorization to hire one (1) Public Health Nurse position in the Public Health Division of the Health and Human Services Department, due to a resignation.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Hiring Request form - PH Nurse

01/19/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/26/2021 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 19, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1272

DEPARTMENT: Management Information Services **TIME REQUESTED:** 5 Minutes
PRESENTER: Chris Gunderson

AGENDA ITEM:

Authorize a Change in Allocation and Hiring Authorization

BOARD ACTION REQUESTED:

Authorize a change in allocation of one (1) vacant Grade-11 Network Telecommunications Specialist position to a Grade-12 Senior System Engineer position and authorize filling the position.

BACKGROUND:

Information Technology plays a crucial role in the on-going ability of the County to meet Public Safety, Public Health, and other critical community service functions for County Residents. Over time, the increasing complexity of Itasca County's information systems has resulted in a requirement for significantly more technical knowledge, willingness to work outside of normal business hours, and ability to stay up-to-date on emerging technologies and technology threats. Creation of a Senior System Engineer is the second step of re-organizing the department to better recognize the work being performed and to bring MIS more in line with industry standards.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Hiring Request form_Senior System Engineer

01/19/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/26/2021 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 19, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1277

DEPARTMENT: Environmental Services

TIME REQUESTED: 10 Minutes

PRESENTER: Daniel Swenson

AGENDA ITEM:

Joint Powers Agreement for Regional Solid Waste Management Plan

BOARD ACTION REQUESTED:

Approve the Joint Powers Agreement by the terms under which the parties will operate to accomplish completion of a regional solid waste management plan for Northeastern Minnesota.

BACKGROUND:

Burns and McDonnell ("Consultant") has been selected to facilitate development of a plan that will identify goals and strategies for a regional integrated solid waste management plan over a ten-year planning period (Project). In developing the plan, Consultant will gather and characterize demographic, geographic and regional information which impact waste generation and disposal for the seven County region. They will also gather solid waste collection data for residential, commercial and construction and demolition materials. The plan will contain a review of the region's existing solid waste management system and costs associated with operating and maintaining the existing system. As required by the MPCA, the plan will evaluate the alternatives to landfilling and provide an assessment of regional solid waste disposal alternatives.

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION:

1. 2020.01.13 SW Plan JPA- Version 4
2. Presentation to WLSSD

01/19/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/26/2021 2:30 PM
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JOINT POWERS AGREEMENT

This Joint Powers Agreement is made and entered into pursuant to Minn. Stat. § 471.59 this ____ day of _____, 2020, by and between the Sanitary Board of the Western Lake Superior Sanitary District, a political subdivision of the State of Minnesota (“District”), and Aitkin County, Minnesota, Carlton County, Minnesota, Koochiching County, Minnesota, Lake County, Minnesota, Cook County, Minnesota, Itasca County, Minnesota and St. Louis County, Minnesota, political subdivisions of the State of Minnesota (“Counties”).

RECITALS

A. The District is a political subdivision in the State of Minnesota with authority and responsibility to manage and dispose of wastewater and solid waste within its boundaries.

B. The County of Aitkin is a political subdivision of the State of Minnesota that is responsible for solid waste management within its boundaries

C. The County of Carlton is a political subdivision of the State of Minnesota that is responsible for solid waste management within its boundaries

D. The County of Koochiching is a political subdivision of the State of Minnesota that is responsible for solid waste management within its boundaries, except for the geographic boundary of the District.

E. The County of Cook is a political subdivision of the State of Minnesota that is responsible for solid waste management within its boundaries

F. The County of Lake is a political subdivision of the State of Minnesota that is responsible for solid waste management within its boundaries.

G. The County of Itasca is a political subdivision of the State of Minnesota that is responsible for solid waste management within its boundaries.

H. The County of St. Louis is a political subdivision of the State of Minnesota that is responsible for solid waste management within its boundaries, except for the geographic boundary of the District.

I. The District and the Counties desire to jointly work to facilitate a multi-county planning process leading to development of a regional solid waste management plan for Northeastern Minnesota.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the District and the Counties agree as follows:

1. The purpose of this Joint Powers Agreement is to set out the terms under which the parties will operate to accomplish completion of a regional solid waste management plan for Northeastern Minnesota.

2. The parties have selected Burns and McDonnell (“Consultant”) to facilitate development of a plan that will identify goals and strategies for a regional integrated solid waste management plan over a ten-year planning period (Project). In developing the plan, Consultant will gather and characterize demographic, geographic and regional information which impact waste generation and disposal for the seven County region. They will also gather solid waste collection data for residential, commercial and construction and demolition materials. The plan will contain a review of the region’s existing solid waste management system and costs associated with operating and maintaining the existing system. As required by the MPCA, the plan will evaluate the alternatives to landfilling and provide an assessment of regional solid waste disposal alternatives.

3. The District will enter into a contract with Consultant, on behalf of the parties, for completion of a final regional solid waste management plan to be submitted to the Minnesota Pollution Control Agency no later than April 10, 2023. Consultant will invoice the District for the contracted amounts and District will make timely payments of each invoice.

4. The proposed fee for the project is \$184,788. Payment of the costs of the Project will be divided by the parties based on population (data from the 2010 U.S. Census) as follows:

- Carlton County 11% (est. \$20,326.68)
- Lake County 3% (est. \$5,543.64)
- Cook County 2% (est. \$3,695.76)
- Itasca County 14% (est. \$25,870.32)
- St. Louis County (less WLSSD) 19% (est. \$35,109.72)
- Aitkin 5% (est. \$9,239.40)
- Koochiching 4% (est. \$7,391.52)
- WLSSD 42% (est. 77,610.96)

The District will invoice each of the Counties for their respective share of the costs of the Project. The first invoice will be sent on or about July 1, 2021 for 50% of the estimated contract cost. The balance of each Counties share of the costs will be invoiced upon completion of the Project. Along with the invoices to each County, District will provide copies of all of the Consultant invoices received by District. Each county shall remit payment to the District within 30 days of the receipt of the invoice from the District.

5. The parties through their authorized representative can mutually agree to change the scope of the Project. Any resulting increase or decrease in the cost of the Project will be shared by the parties based on the cost sharing formula set forth above.

6. If the parties receive any grant funding for the Project, the grant will be applied to reduce the overall cost of the Project, resulting in a credit to each party based on the cost sharing formula set forth above.

7. Any party can terminate its participation in the Project on 15 days written notice to all other parties. Alternatively, the terminating party may provide electronic notice to all parties. The effective date of termination will be 15 days following either the postmark date of mailing or the date of sending the electronic notice. The terminating party will be responsible for payment of its respective share of all costs invoiced or recorded by the consultant as of the effective date of termination.

8. This Agreement constitutes the entire Agreement and understanding between the parties hereto, and it shall not be modified, altered, changed or amended, except in a writing signed by both parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year indicated above.

**WESTERN LAKE SUPERIOR
SANITARY DISTRICT**

By: _____
Its: Board Chair

By: _____
Its: Secretary

AITKIN COUNTY

Chair of the Board of County
Commissioners

Attest: _____
County Auditor

APPROVED AS TO FORM:

By: _____
Aitkin County Attorney

CARLTON COUNTY

Chair of the Board of County
Commissioners

Attest: _____
County Auditor

APPROVED AS TO FORM:

By: _____
Carlton County Attorney

KOOCHICHING COUNTY

Chair of the Board of County
Commissioners

Attest: _____
County Auditor

APPROVED AS TO FORM:

By: _____
Koochiching County Attorney

LAKE COUNTY

Chair of the Board of County
Commissioners

Attest: _____
County Auditor

APPROVED AS TO FORM:

By: _____
Lake County Attorney

COOK COUNTY

Chair of the Board of County
Commissioners

Attest: _____
County Auditor

APPROVED AS TO FORM:

By: _____
Cook County Attorney

ITASCA COUNTY

Chair of the Board of County
Commissioners

Attest: _____
County Auditor

APPROVED AS TO FORM:

By: _____
Itasca County Attorney

ST. LOUIS COUNTY

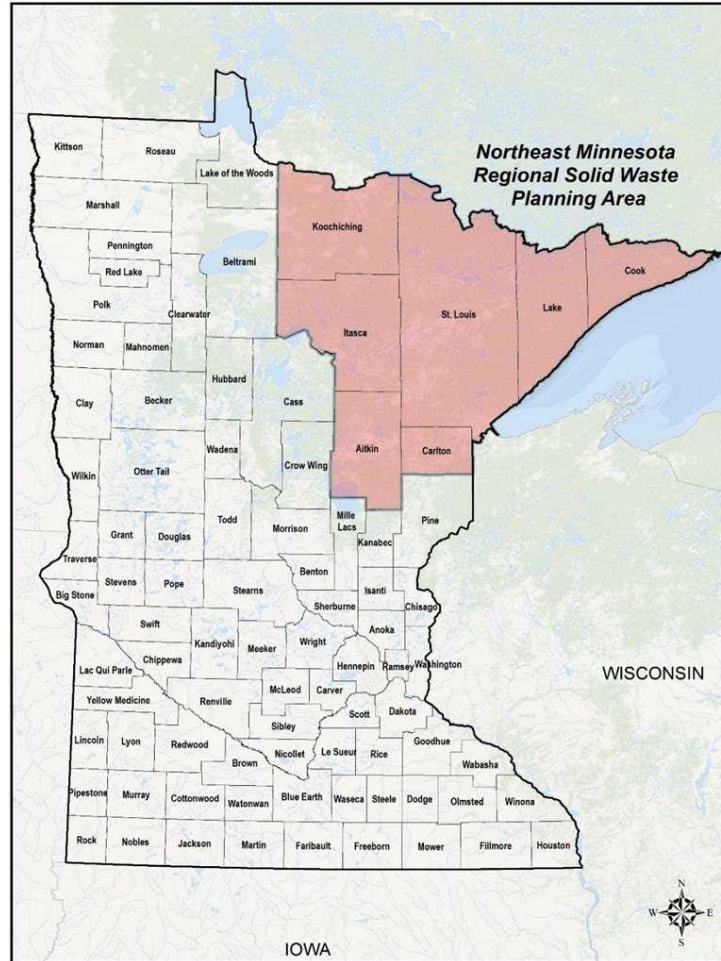
Chair of the Board of County
Commissioners

Attest: _____
County Auditor

APPROVED AS TO FORM:

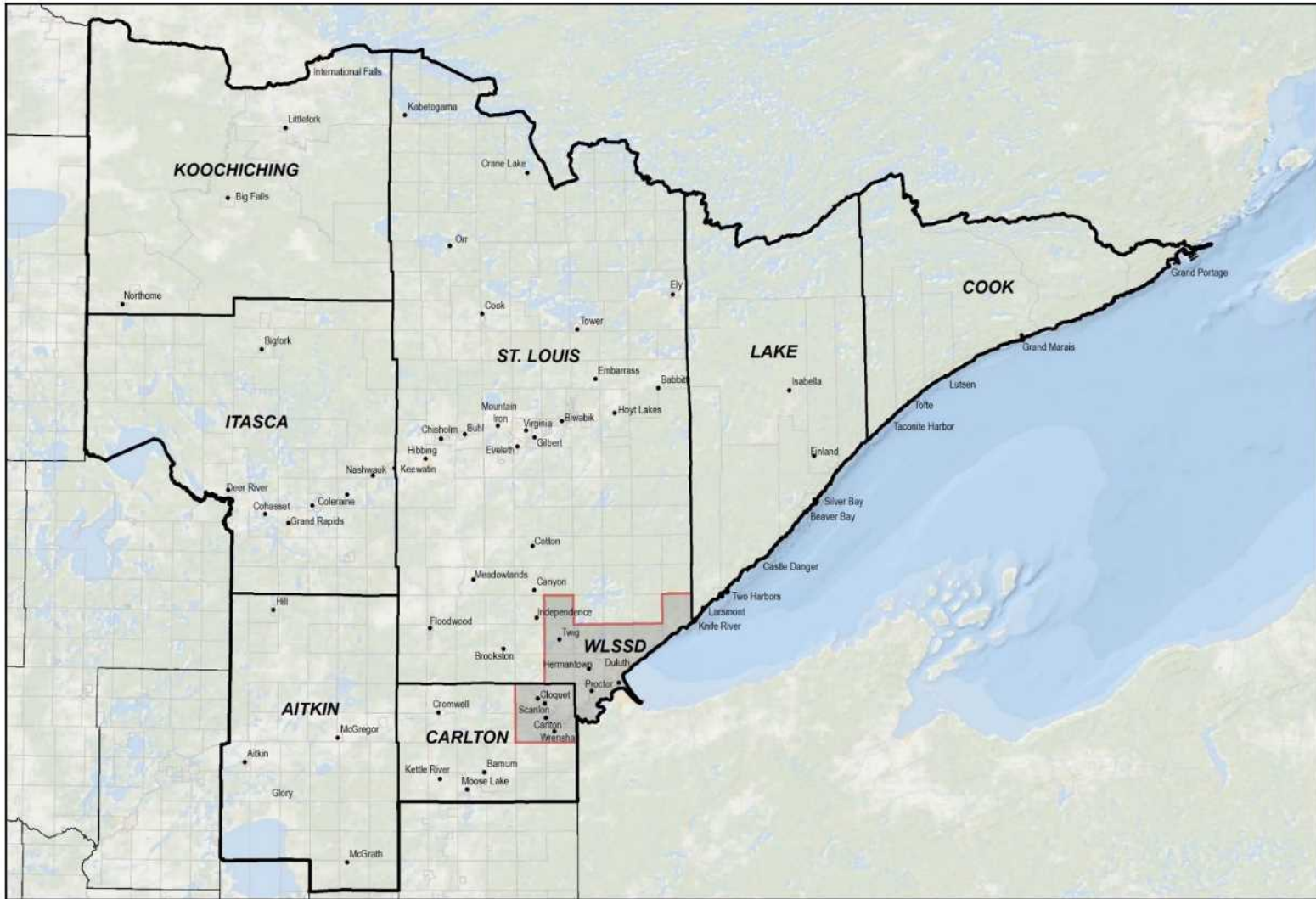
By: _____
St. Louis County Attorney

Regional Waste Management in NE Region

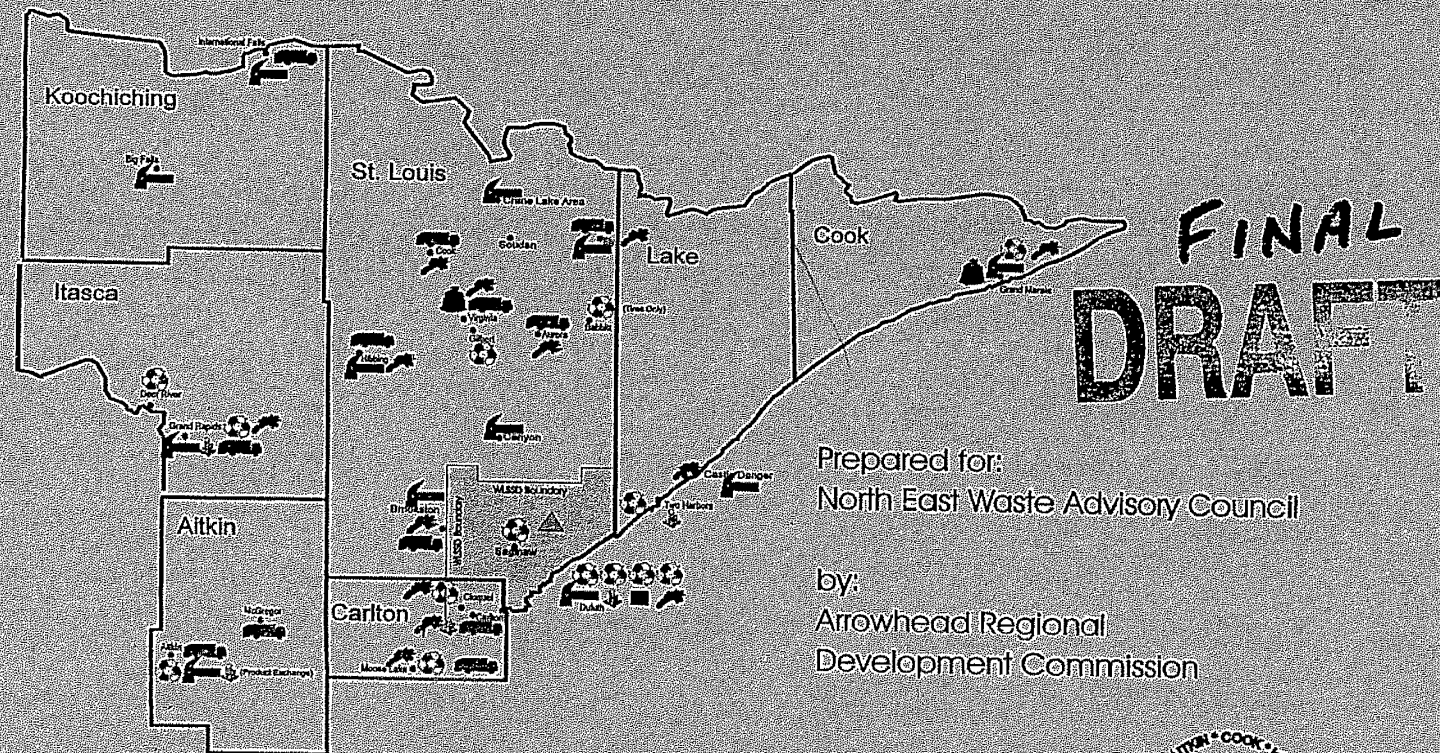


Northeast Minnesota Waste Advisory Council
(NEWAC) 

Solid Waste Officers NE Region
(SWONERS)



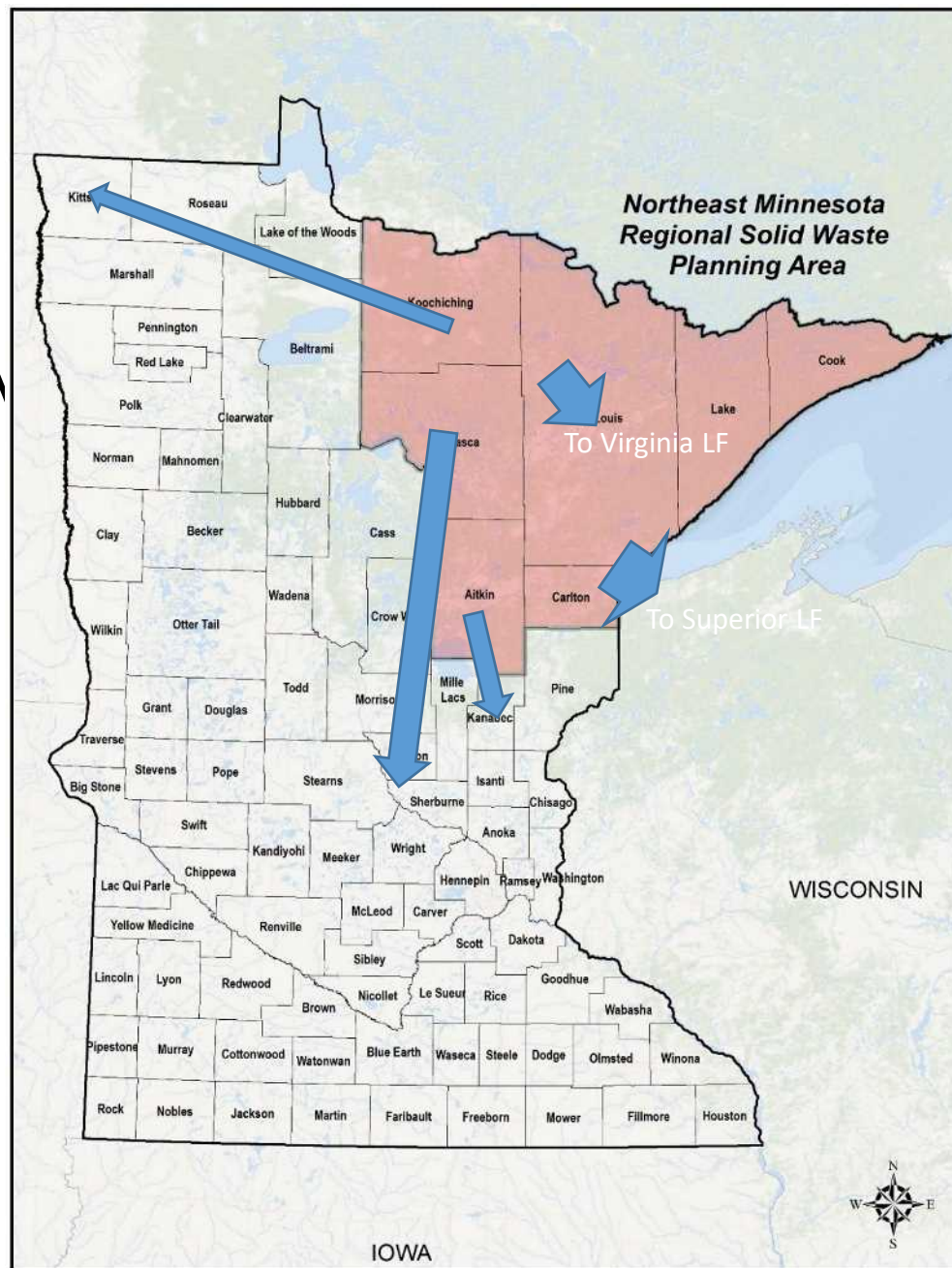
North East Minnesota Regional Solid Waste Plan



May 1996



• N



NE Region Waste Flow

Recent land disposal discussions

- Current WLSSD Contract with Superior ends June 30, 2024.
- Permitting activity increased to meet forecast need for disposal capacity with anticipated closure of Superior LF
 - Keewatin facility (DEMCON)
 - Canyon facility (WM)(St. Louis County)
 - others
- NEWAC submits letter January 31, 2017 to MPCA supporting need for landfill capacity in MN.
- MPCA reminds NEWAC that landfilling is at the bottom of the Waste Hierarchy but also states there still is a place for landfills primarily the waste that cannot be recovered or processed
 - Wants to assure that two things happen
 - A comprehensive exploration of alternatives is completed and
 - All regional entities are recognized and participate in the process.

WLSSD Solid Waste Management Plan

- WLSSD completed its 1st Solid Waste Plan in 1975 after the state granted Legislative Authority.
- The plan was updated every 5 years until the state changed the requirement the last time around to 10 years
- Last plan was completed in 2013

What has SWONER been up to in the last year?

- MPCA reconfigures when individual county Solid Waste Management Plans will be due and in doing so consolidated the due dates by region.
- March 11th – SWONER meeting – the group consensus YES we want to work together and create a Regional Solid Waste Management Plan.
 - WLSSD agreed to facilitate and act as the fiscal agent

What has SWONER been up to in the last year?

Continued

- March and Early April – WLSSD drafted RFP and Joint Power Agreement and collected list of interested firms
- April 14th – Mailed RFP and draft professional services agreement out to 8 firms.
- May 15th – deadline for Proposal – 5 received (Wenck, Burns and McDonnell, S.E.H., Barr and Foth.
- June 24th- SWONER meeting – Agreed on scoring criteria, Decision to interview 3 of the firms
- July 15th – conducted interviews with counties again scoring the interviews.

What has SWONER been up to in the last year?

Continued

- Mid August - In a close decision SWONER pick Burns and McDonnell. (Jack Ezell is part of the team)
- October 7th – SWONER meeting
 - MPCA indicates that a grant opportunity will be rolled out late fall to help counties conduct regional planning.
 - Discussed JPA agreement and received some good feedback. Working with David Oberstar to update
- Next steps
 - Finalize JPA
 - Asking all counties and WLSSD to complete by the end of the year
 - Finalize contract for services with Burns and McDonnell
 - Kickoff project in Feb/March

Project Cost - \$184,788 100% divided by population

- Carlton 11% \$20,326.68
- Lake 3% \$5,543.64
- Cook 2% \$3,695.76
- Itasca 14% \$25,870.32
- St. Louis(less WLSSD) 19% \$35,109.72
- Aitkin 5% \$9,239.40
- Koochiching 4% \$7,391.52
- WLSSD 42% \$77,610.96

Thank you!

Questions?





**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 19, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1280

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Karin Grandia

AGENDA ITEM:

Opportunity for Input on MnDOT's Litter Study

BOARD ACTION REQUESTED:

Informational

BACKGROUND:

In 2020, the Minnesota Department of Transportation (MnDOT) launched a Litter Study to evaluate the impact of litter on US, State and Interstate highways in Minnesota and would like your feedback. They are holding an online discussion about roadside litter in your communities. The Northeast MN discussion will be held on Wednesday, February 24 at 9:00 am. Registration information can be found on the attached fact sheet.

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION:

1. Fact Sheet MnDOT Litter Study 2020-2021

RESULT:

INFORMATIONAL - NO ACTION TAKEN

Assessing the Impact of Litter on Minnesota Highway Roadsides

In 2020, the Minnesota Department of Transportation (MnDOT) launched a Litter Study to evaluate the impact of litter on US, State and Interstate highways in Minnesota. Litter remains a significant issue for MnDOT— an issue that costs thousands of taxpayers’ dollars and detracts from critical highway maintenance work. Litter on highway roadsides decreases the scenic beauty of the state of Minnesota, reduces positive economic impressions, and impacts that environmental integrity of the highway roadsides. MnDOT’s litter study will assess the current state of litter on MnDOT maintained highways and explore innovative solutions for addressing the problem through a multi-faceted approach.

As part of the development of MnDOT’s Highway Sponsorship program in 2018, and the 30th anniversary in 2020 of the Adopt a Highway (AAH) Program, a research study was launched in 2020 to aid MnDOT in analyzing innovative models for combating litter. The last Litter Study was conducted in 1990, and the resulting Adopt a Highway (AAH) program has since engaged thousands of community volunteers in removing thousands of pounds of litter from Minnesota highway roadsides, saving millions of realized benefits and improving the beauty of the state of Minnesota. While the AAH program makes a significant impact, MnDOT seeks to explore additional strategies to prevent and combat the litter problem.

According to market research conducted in 2019, from an aesthetic and environmental standpoint, the issue of litter in the right of way remains a critical one for residents and communities across the state in both rural and urban environments. MnDOT will utilize the findings from this study to explore opportunities to expand the prevention and removal of litter on highway roadsides.

Research Questions:

1. Is highway roadside litter perceived a problem in Minnesota?
2. What are the impacts of litter in Minnesota? What are the economic, environmental and quality-of-life impacts of litter in different environments (urban, rural, suburban, main streets, etc.)?
3. What are innovative solutions for addressing the issue of litter?
4. What are innovative models utilized by other Department’s of Transportation to address the issue of litter in highway right of way including highway sponsorship, agreements with for-profit litter companies, education campaigns, prevention, legislative or enforcement actions, etc.?

Litter Study Components:

- Visible litter count of 12-15 sites statewide to understand the sources, location, frequency and characterization of litter on MnDOT highway roadsides;
- Online market research study to understand Minnesotan’s attitudes on the issue of litter on highway roadsides;
- Analyze the cost and impact of litter in Minnesota (economic, aesthetic, environmental);

- Collect and incorporate statewide stakeholder feedback into the data analysis;

Share Your Feedback: Group Stakeholder Interviews in February 2021

MnDOT would like your feedback on the issue of litter on highway roadsides on US, State, or Interstate highways across the state of Minnesota. Please join an online discussion on highway roadside litter in your community. Choose from the available slots below and click on the button to sign up for these online discussions hosted on WebEx. Questions? Contact Molly Short at Molly.Short@state.mn.us or 651-366-3501.

[Click here to Find your local MnDOT District by City:](#)

Northeast MN: [MnDOT District 1](#): Wednesday, February 24 at 9:00 am [Register](#)

Northwest MN: [MnDOT District 2](#): Monday, February 22 at 1:30 pm [Register](#)

Central MN: [MnDOT District 3](#): Friday, February 19 at 1:00 pm [Register](#)

West Central MN: [MnDOT District 4](#): Friday, February 19 at 10:00 am [Register](#)

Southeast MN: [MnDOT District 6](#): Thursday, February 18 at 12:30 pm [Register](#)

South Central Mn: [MnDOT District 7](#): Thursday, February 18 at 10:00 am [Register](#)

Southwest MN: [MnDOT District 8](#): Wednesday, February 17 at 9:00 am [Register](#)

Twin Cities Region: [MnDOT METRO District](#): Friday, February 26 at 10:30 am [Register](#)

Desired Outcomes of MnDOT 2020-2021 Litter Research:

- Understand the economic, environmental and quality of life impacts of litter in highway roadsides in Minnesota;
- Determine locations with significant litter issues across the state;
- Evaluate innovative models to address the issue of litter;
- Create a data-driven strategy for litter prevention efforts and future campaigns;
- Inform highway sponsorship and adopt a highway programs' strategic priorities;
- Inform maintenance strategy across the state in rural and urban environments;
- Enhance coordination with cities, counties, and community-based organizations with targeted aesthetic initiatives;



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 19, 2021

REQUEST FOR BOARD ACTION: RBA-2021-7

DEPARTMENT: Land Department

TIME REQUESTED: 5 Minutes

PRESENTER: Cindy Shevich

AGENDA ITEM:

Sale of Tax-Forfeited Land Parcels #92-025-1108 and #92-025-1116 to the City of Keewatin for a Public Purpose

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Sale of Tax-forfeited Land to the City of Keewatin for a Public Purpose, which approves sale of the East 90 Feet of the West 106 Feet of the South 55 Feet, North of Highway in the Northeast Quarter of the Northeast Quarter and the East 35 Feet of the West 141 Feet of the South 55 Feet North of Highway in the Northeast Quarter of the Northeast Quarter, Section Twenty-five (25), Township Fifty-seven (57), Range Twenty-two (22) under the terms provided in Minnesota Statute 282.01, Subd. 1a para. (b) for a price of \$4,00.00 plus all associated costs.

BACKGROUND:

The City of Keewatin has requested purchase of tax-forfeited land legally described as the East 90 Feet of the West 106 Feet of the South 55 Feet, North of Highway in the Northeast Quarter of the Northeast Quarter and the East 35 Feet of the West 141 Feet of the South 55 Feet North of Highway in the Northeast Quarter of the Northeast Quarter, Section Twenty-five (25), Township Fifty-seven (57), Range Twenty-two (22) for the amount of \$4,000.00. Minnesota Statute 282.01, Subd. 1a (b) allows sale of non-conservation tax-forfeited land to an incorporated governmental subdivision for their market value as determined by the county board, for any public purpose for which the subdivision is authorized to acquire property.

The Itasca County Board of Commissioners has classified the above described property as non-conservation land. The City of Keewatin has requested purchase of said property to use for public parking. Said property is located adjacent to a public park and skating rink. There is currently limited parking available for the public. The City acquiring this parcel will allow adequate parking for the general public.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. City Resolution 92-025-1108-1116

01/19/2021

RESULT:

RECOMMENDED FOR CONSENT

NEXT: 01/26/2021 2:30 PM



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 19, 2021

RESOLUTION

RE: SALE OF TAX-FORFEITED LAND TO THE CITY OF KEEWATIN FOR PUBLIC PURPOSE

WHEREAS, the following described land forfeited to the State of Minnesota in 2014 for non-payment of taxes and is managed by Itasca County:

The East 90 Feet of the West 106 Feet of the South 55 Feet, North of Highway in the Northeast Quarter of the Northeast Quarter and the East 35 Feet of the West 141 Feet of the South 55 Feet North of Highway in the Northeast Quarter of the Northeast Quarter, Section Twenty-five (25), Township Fifty-seven (57), Range Twenty-two (22) appraised for the amount of \$4,000.00; and

WHEREAS, the City of Keewatin has requested purchase of said property to use for public parking. Said property is located adjacent to a public park and skating rink. There is currently limited parking available for the public. The City acquiring this parcel will allow adequate parking for the general public.

WHEREAS, Minnesota Statute 282.02, Subd. 1a (b) allows sale of non-conservation tax-forfeited land to an incorporated governmental subdivision for their market value as determined by the county board, for any public purpose for which the subdivision is authorized to acquire property.

WHEREAS, Itasca County has determined that the County's land management interests would be best served if the East 90 Feet of the West 106 Feet of the South 55 Feet, North of Highway in the Northeast Quarter of the Northeast Quarter and the East 35 Feet of the West 141 Feet of the South 55 Feet North of Highway in the Northeast Quarter of the Northeast Quarter, Section Twenty-five (25), Township Fifty-seven (57), Range Twenty-two (22), is managed for public use by the City of Keewatin.

NOW THEREFORE BE IT RESOLVED, that the Itasca County Board of Commissioners approves sale of the above described land under the terms provided in Minnesota Statute 282.01, Subd. 1a para. (b) for a price of \$4,000.00 plus all associated costs.

City of Keewatin
127 W. 3rd Avenue P.O. Box 190 Keewatin, MN 55753
Phone: 218-778-6517 Fax: 218-778-6143

CITY OF KEEWATIN, MINNESOTA
RESOLUTION 2020-06

STATE OF MINNESOTA
COUNTY OF ITASCA
CITY OF KEEWATIN

**A RESOLUTION REQUESTING CONVEYANCE OF TAX-FORFEITED TRUST
PARCEL #92-025-1116, #92-025-1108 FOR AN AUTHORIZED PUBLIC PURPOSE.**

WHEREAS, Minnesota Statute 282.01 subd.1a. par. b allows for, upon written request of a governmental subdivision of the state, the county board's approval of the conveyance of a tax forfeited trust land to the public entity for an authorized public purpose of the tax forfeited land for a parking lot; and

WHEREAS, the following described land has forfeited to the State of Minnesota for non-payment of taxes and is managed by Itasca County:

The East Ninety (E. 90) Feet of the West One Hundred Six (W. 106) Feet of the South Fifty-five (S. 55) Feet, North of Highway in the Northeast Quarter of the Northeast Quarter (NE NE) and the East Thirty-five (E. 35) Feet of the West One Hundred Forty-one (W. 141) Feet of the South Fifty-five (S. 55) Feet North of Highway in Northeast Quarter of the Northeast Quarter (NE NE), Section Twenty-five (25), Township Fifty-seven (57), Range Twenty-two (22), and

WHEREAS, the City of Keewatin and the public would benefit from conveyance of said tax-forfeited trust parcel for the purpose of public parking. Said lot described above is located adjacent to a public park and skating rink. There is currently limited parking available for the public. The City acquiring this parcel will allow adequate parking for the general public.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF Keewatin, that the City of Keewatin respectfully requests that the Itasca County Board consider approving conveyance of tax-forfeited trust parcel #92-025-1116, #92-025-1108 to the City of Keewatin, as provided for under Minnesota Statute 282.01 subd.1a. par. b, for the authorized public purpose for public parking.

Adopted by the Keewatin City Council this 14th day of October, 2020.


William King, Mayor


Tawnya Maras, City Clerk



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 19, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1278

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Kory Cease

AGENDA ITEM:

Request for Change in Allocation and Hiring Authorization

BOARD ACTION REQUESTED:

Authorize a change in allocation of one (1) vacant District Forester position to a Forester position and approve filling the position.

BACKGROUND:

The District Forester position became vacant last summer during the pandemic. We have been analyzing the work load among the forest management districts within the Land Department. Changing the allocation of the Grade 10 District Forester position to a Grade 8 Forester position will better meet the needs of the Land Department at this time to provide better support and technical assistance to the forest districts. We will continue to evaluate and reassess department needs should another vacancy arise in the Forestry Division.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Hiring Request Form_Land_Forester

01/19/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/26/2021 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 19, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1283

DEPARTMENT: Administrative Services

TIME REQUESTED: 20 Minutes

PRESENTER: Andy Arens

AGENDA ITEM:

SWCD Update

BOARD ACTION REQUESTED:

Receive an Itasca Soil and Water Conservation District (SWCD) update regarding Board reorganization and Upper Mississippi Headwaters 1 Watershed/1 Plan (UMHW 1W1P) draft comment period.

BACKGROUND:

Summary documents are included. The full draft of the UMHW 1W1P can be found at:
<https://headwatershed.org/plan>

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Plan_and_Poke-Winni_imple_summs
2. Section3_action_tables

RESULT:

INFORMATIONAL - NO ACTION TAKEN

Mississippi River Headwaters Watershed Summary

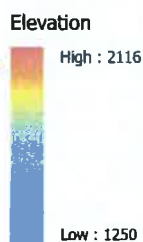
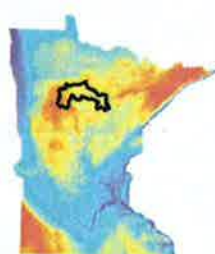
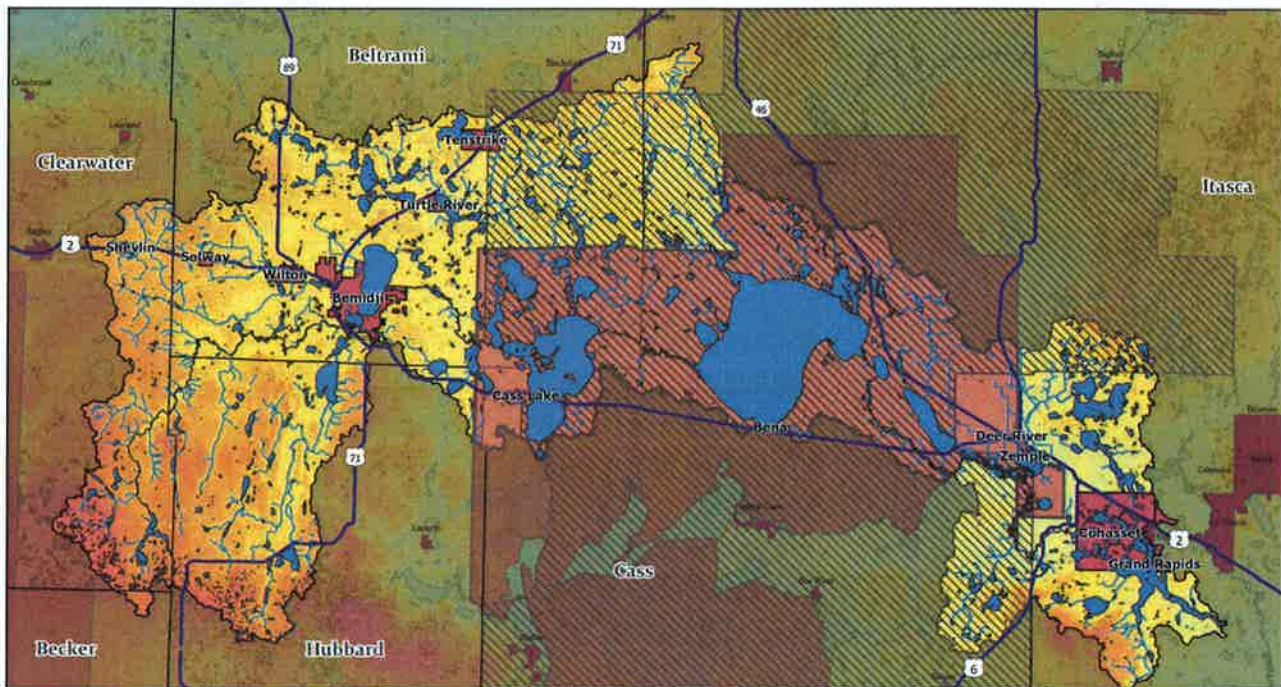


A watershed describes an area of land that contains a common set of streams and rivers that all drain into a larger body of water.

The key word with watersheds is "connection." The water within a watershed is always moving. Groundwater and surface water are connected. Land is connected to neighboring properties. Together they may be connected to a stream which leads to a lake or larger river. Streams and rivers form extensive drainage networks. What you do on your land has the potential to affect many other places. Protecting one means protecting all.



White arrows on the map show the flow of water throughout this watershed. Each of the landowners are affected in some way by what their neighbors are doing with their land.



General watershed map of the Mississippi River Headwaters Watershed planning boundary created from the Board of Water and Soil Resources suggested planning boundary.



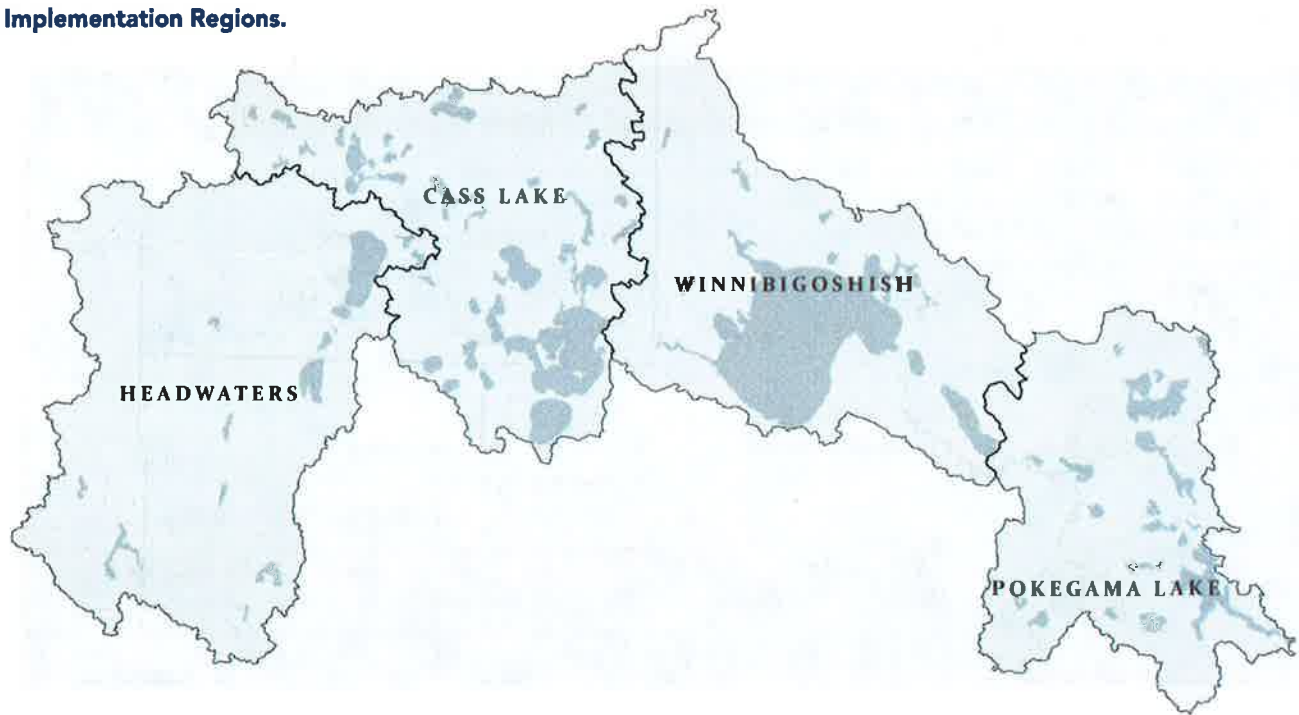
- Mississippi River Headwaters Watershed
- Lakes
- Rivers and Streams
- Roads
- Chippewa National Forest
- Leech Lake Reservation
- Cities
- County Boundaries

A Glance at the Watershed

The Mississippi River Headwaters Watershed (Watershed) has numerous surface water resources, which include 885 river miles and 180,375 lake acres. The abundance of water resources includes some of Minnesota's largest lakes, including Cass Lake and Lake Winnibigoshish. The Watershed is a popular tourist destination, offering exceptional fishing, hunting, camping, and other recreational opportunities. It is perhaps best known as the birthplace of the mighty Mississippi River, which flows 2,552 miles through ten states before emptying into the Gulf of Mexico.

The Watershed encompasses 1,228,810 acres, of which 53% are publicly owned. Most of these public lands are located in the central part of the Watershed in the Chippewa National Forest. Forests make up 42% (512,638 acres) of the land cover and lakes and wetlands make up 39% (483,931 acres). Because over 80% of the watershed is forested or covered by water, it has maintained a level of biological integrity, with only two of the 122 lakes assessed failing to meet water quality standards. The abundance and quality of forests, lakes, and wetlands are critical components of the local economy, which is driven by the forest industry and tourism. However, the Watershed is not without its threats, mainly due to increasing disturbed land cover as a result of agriculture and impervious area expansion. Within the Watershed, agriculture accounts for 10% of land use, while impervious areas make up 3%. There are increasing development trends around area lakes as well as around the cities of Grand Rapids and Bemidji. Additionally, 57,708 acres of forests, mostly in the western portion of the Watershed, have been converted to another land cover type since 2001.

Implementation Regions.



Implementation Regions and Goals

For this Plan, four different Implementation Regions (See map above) were created based on geographic similarities of land use, current level of protection, and actions from primary and secondary issues. The Implementation Regions present a profile of actions from the primary and secondary issues to provide high-level implementation themes.

The table on the next page summarizes the goals of each issue and gives an example of implementation actions to achieve those goals. These issues were grouped into three categories based on public input and Advisory Committee recommendations, giving greater focus to primary and secondary issues over the next 10 years. Each of the issues have varying implementation throughout the Mississippi River Headwaters Watershed.

Targeted action locations are specific for each issue. Most action locations are based on existing knowledge or have been identified in local or state reports and plans. Forest Stewardship and Agriculture Stewardship have been targeted through additional value-based analysis. Forest Stewardship locations are selected based on an additive combination of proximity to lakes, adjacency to public lands, and habitat quality. Agriculture Stewardship locations were selected based on an additive combination of proximity to water resources, soil type, and slope.

Implementing actions from each Plan issue will create a combined effect on targeted resources. For example, actions from the Lake Stewardship and Agriculture Stewardship issues will have a combined phosphorus reduction for those resources.



Primary Issues

Summary of Goals	Examples of Implementation
Forest Stewardship: Increase forest best management practices and number of protected acres, retain contiguous blocks of forestlands, and minimize forest fragmentation.	• SWCD tree program • Forest stewardship planning • SFIA, 2c. and conservation easements
Lake Stewardship: Restore lakeshore habitat and reduce phosphorus loading.	• Rain gardens, rain barrels, and drainage management • Install riparian buffers • Install bio-engineering practices along the shoreline
Agriculture Stewardship: Improve soil health through best land management practices on cultivated and pasture lands.	• Soil testing • Sustainable grazing management • Agricultural Water Quality Certification Program • Cover crops, reduced tillage, and nutrient management
Urban Stewardship: Increase understanding of stormwater delivery to priority resources and enhance management of stormwater runoff and chlorides.	• Curb cut rain gardens, tree boxes, and native planting areas • Review of current infrastructure • Upgrades to road salt management and equipment

Secondary Issues

Summary of Goals	Examples of Implementation
Environmentally Sensitive Lands: Improve protection of prioritized habitat.	• Riparian vegetation best management practices • Wild rice easements • Native pollinator plantings
Subsurface Sewage Treatment System Management: Reduce private wastewater impacts to local drinking water and priority surface waters.	• Local voluntary inventories • Voluntary assessments • Zero-interest loan program
Water Course Stewardship: Improve aquatic habitat connectivity and enhance local road and access management.	• Dam replacement • Road salt management • Culvert inventory and replacement • Installation of long-term monitoring gauges

Tertiary Issues

Summary of Goals	Examples of Implementation
Drinking Water Stewardship: Protect drinking water resources through proactive testing, education, and information.	• Well sealing • Well testing • Flooded well test kits
Invasive Species Management: Enhance coordination of local aquatic and terrestrial invasive species programs.	• Creation of a cooperative weed management area • Pest management BMPs

The Mississippi River Headwaters Watershed Comprehensive Watershed Management Plan will be implemented through a Memorandum of Agreement (MOA) between Beltrami, Cass, Clearwater, Hubbard, and Itasca Counties and their respective Soil and Water Conservation Districts (SWCDs). The graphic details how these local partners intend to work cooperatively to implement Plan actions and how the administrative duties will be handled.

Decision-Making and Staffing

Implementation of the Plan will require increased collaboration and coordination between Plan partners to determine staff workload and fund distribution. Success of the Plan will depend on generating active participation and partnerships throughout implementation.

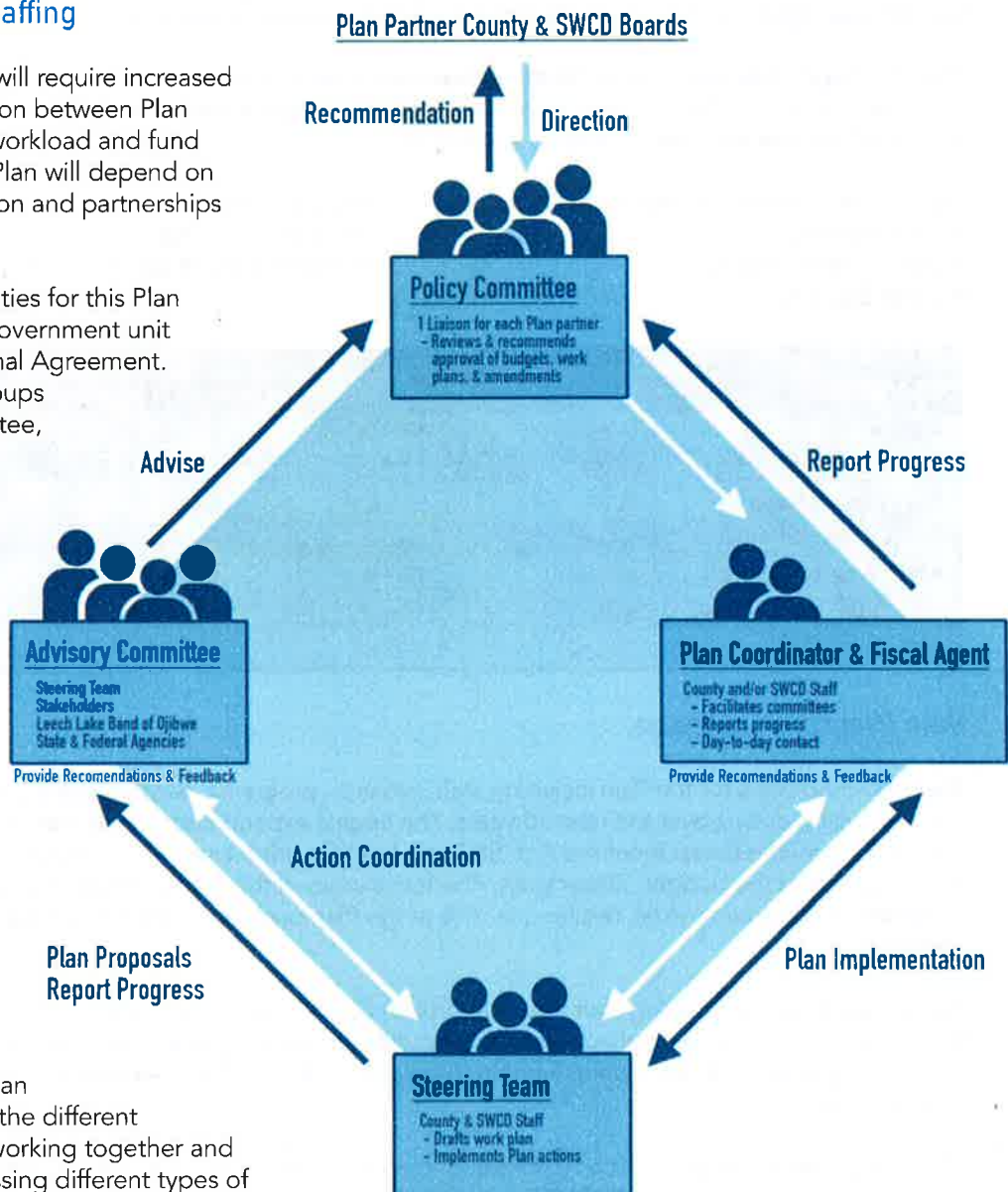
The decision-making authorities for this Plan will remain with each local government unit (LGU) as outlined in the formal Agreement. In addition, the planning groups including the Policy Committee, Advisory Committee, and Steering Team from the Plan development process will be maintained throughout the lifespan of the Plan. A Fiscal Agent and Plan Coordinator will be appointed to facilitate implementation by using existing county structures.

Identification and Coordination of Shared Services

Shared Services

Water resource staffing at the local level is typically small, and few of the local conservation organizations can afford staff to implement all the different actions in this Plan. Rather, working together and pooling resources and accessing different types of expertise can make the best use of the available resources, reduce redundancy, and leverage differing organizational strengths. Areas of potential coordination of services include:

- Grant applications and funding
- Facilities and meeting rooms
- Construction of best management practices (BMPs)
- Funding of projects or programs
- Editorial space in the regularly distributed county newsletters
- Jointly hosted public workshops on topics ranging from rain gardens to forest practices and maintenance of cover crops
- Water quality monitoring staff and equipment
- Staff expertise



Funding

The extent to which Plan partners can implement the Mississippi River Headwaters Watershed Comprehensive Plan is based on a sustained level of funding. The difference between current and needed revenue is expected to be filled primarily with funds from Clean Water, Land, and Legacy Amendment and Sustainable Forest Incentive Act funding, but additional funds may be sought as opportunities arise.

The Mississippi River Headwaters Steering Team will pursue funding opportunities corroboratively in addition to watershed implementation funding to sustain implementation activities described in the action tables. To implement the Plan, our anticipated funding sources are:

- Watershed-Based Implementation Funding
- State Funding
- Collaborative Grants
- Other Sources
- Local Funding
- Federal Funding
- Tribal Partnerships

Programs	Yearly Local Funding & Match (base fund level)	Yearly Watershed-Based Implementation Funding	Yearly Non-Watershed Based Implementation Funding	Estimated Total Plan Cost (10 Years)
Incentive	\$154,260	\$309,547	\$3,621,389	\$40,851,957
Low-Interest Loans	\$105,000	\$2,400	\$37,500	\$1,449,000
Conservation Easements	\$4,100	\$25,960	\$420,000	\$4,501,400
Regulatory and Enforcement	\$118,500	\$0	\$0	\$1,185,003
Data Collection and Monitoring	\$10,346	\$59,870	\$5,500	\$757,159
Public Participation & Engagement	\$6,378	\$36,200	\$4,300	\$468,783
Total	\$398,664	\$433,977	\$4,288,689	\$51,213,383

Plan Program Expenses

The estimated costs for the Plan including staff, projects, programs, data collection, and outreach amount to just over 50 million dollars over the next 10 years. The largest expenditures in this Plan are due to actions implementing the Sustainable Forest Incentive Act (SFIA) and conservation easements. These state-funded programs are 65% and 12% of the budget, respectively. The focus areas of this Plan are incentive programs (71%) followed by conservation easements (6%), resulting in 77% of the Plan budget directed toward projects and practice implementation.

Plan program costs, including staff time, are broken down in the table above. This table indicates current local funding, the estimated watershed-based implementation funding, estimated non-watershed-based implementation funding (state funding, federal funding, tribal partnerships, and other sources), and the total implementation schedule cost.

The yearly base funding level is an estimate of current expenditures that includes actions from Plan partners' grant programs. The current level of investment by each Plan partner is expected to remain the same during the 10-year implementation period. This expenditure also includes all state programs and conservation delivery grants including the Natural Resources Block Grant and SWCD Local Capacity Building Grants delivered by the local units of government. Watershed-based implementation funding is the anticipated non-competitive funding needed to implement incentive, data collection, and public participation Plan actions and fund staff time for each year. Yearly non-watershed-based implementation funding expenses are staff time and implementation actions that are funded by state or federal governments, collaborative grants, tribal partnerships, and other sources.

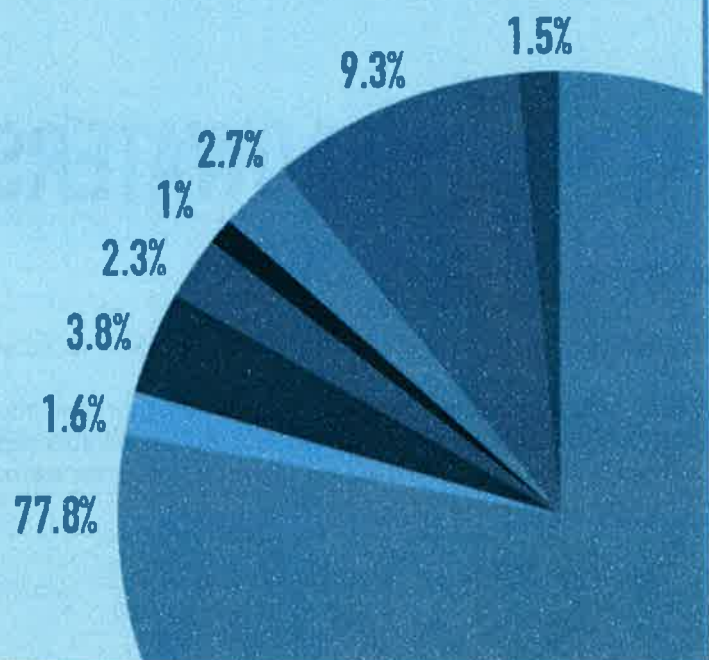
Plan Implementation Expenses

Program funds to implement actions are heavily weighted towards Forest Stewardship actions, which make up 77.8% of the expected expenses as shown in the pie chart below. This figure shows the proportion of estimated total costs by issue. While Forest Stewardship and Environmentally Sensitive Lands make up a clear majority of Plan costs, their fund source distribution is disproportionately weighted towards other funding sources, as shown in the table to the right. This table shows the proportion of watershed-based implementation funds and other funds needed to implement actions identified in that issue. For example, Forest Stewardship and Environmentally Sensitive Lands have very high percentages in other fund sources, which is due to high initial input costs from activities like SFIA or conservation easements that are funded through other state programs. Used together, the pie chart and the table on this page provide a general understanding of the allocation of total program funding and watershed-based implementation funding by issue.

	WBIF	Other Fund Sources
Forest Stewardship	2%	98%
Lake Stewardship	100%	0%
Urban Stewardship	27%	73%
Agriculture Stewardship	71%	29%
Water Course Stewardship	91%	9%
SSTS Management	40%	60%
Environmentally Sensitive Lands	8%	92%
Drinking Water Stewardship	34%	66%
Invasive Species Management	91%	9%



Forest Stewardship	77.8%
Lake Stewardship	1.6%
Urban Stewardship	3.8%
Agriculture Stewardship	2.3%
Water Course Stewardship	1.0%
Subsurface Sewage Treatment System Management	2.7%
Environmentally Sensitive Lands	9.3%
Drinking Water Stewardship	1.5%
Invasive Species Management	*0.12%



* Not graphed less than 1%



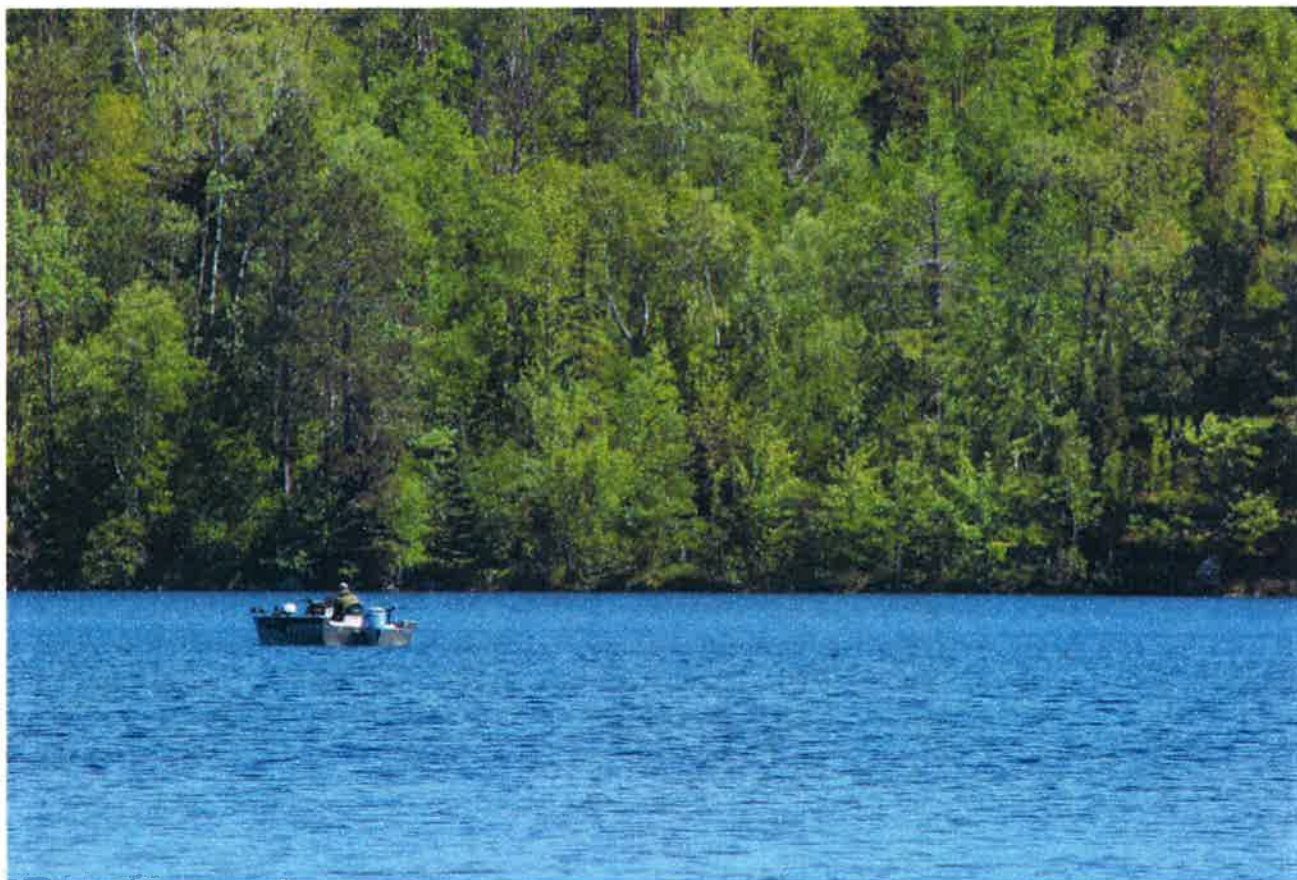
Mississippi Headwaters
communities answering the call
to protect & improve: Our waters,
forests, economy, and future.

HEADWATERSHED.org

Want to find out more?

A complete copy of the watershed plan can be downloaded at:

We can help! No matter what type of land you might own. Your local SWCD and County is always looking to build win-win-win scenarios with landowners. Contact your nearest SWCD and/or County to find out how they can help in ways that benefit you, your property and the surrounding watershed.

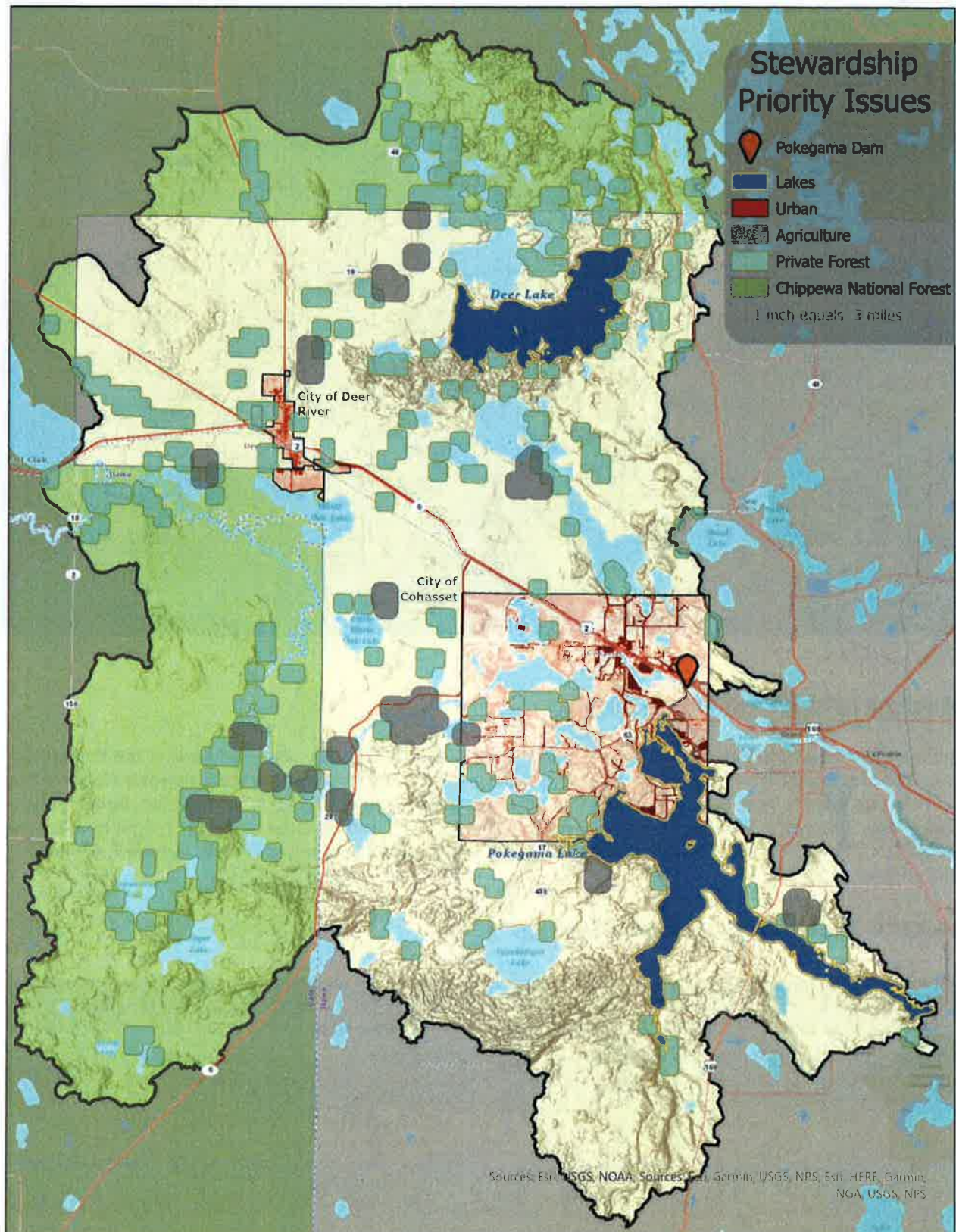


Pokegama Lake Implementation Region

The Pokegama Lake Implementation Region starts at the outlet of Ball Club Lake and ends at the Pokegama Dam. This Implementation Region has 33% of its acreage within the boundary of the Chippewa National Forest. This area targets Deer Lake and Pokegama Lake for actions concerning Lake Stewardship, Forest Stewardship, and Subsurface Sewage Treatment System Management. The other lakes shown in light blue are not specifically targeted, but do benefit from Plan actions. This Region's two targeted cities include Deer River and Cohasset.

Table 3.27 Pokegama Lake Implementation Summary.

Targeted Resources	Stewardship Priority Issues	Action Summary
Deer Lake & Pokegama Lake	- Lake Stewardship - Forest Stewardship - Agriculture Stewardship - Urban Stewardship - Subsurface Sewage Treatment Systems Management - Water Course Stewardship	- Enroll private forest parcels into SFIA or 2c - Development of forests with a forest plan & improved management - Improve soil health and/or nutrient management practices - Stormwater retrofit analysis - City of Deer River and Cohasset stormwater management BMPs - Shoreline inventory - Shoreline stewardship - Culvert inventory - Rural chloride and drainage management





Winnibigoshish Implementation Region

The Winnibigoshish Implementation Region is mostly within the Chippewa National Forest. Implementation in this Region is focused on protecting the lakeshores of Winnibigoshish, reviewing forest road impacts to Third River, Moose Creek, and Farley Creek, and fixing a known culvert issue in Fisherman's Brook.

Table 3.26 Winnibigoshish Implementation Summary.

Targeted Resources	Stewardship Priority Issues	Action Summary
Lake Winnibigoshish	- Environmentally Sensitive Lands - Water Course Stewardship	- Protect critical wild rice habitat - Coordinate with MN DNR exploring options on School Trust Lands - Collaborate with counties, SWCDs, municipalities, townships, and the US Army Corps of Engineers to review dam managemnet impacts.
Third River, Moose Creek, Farley Creek, and Fisherman's Brook	- Water Course Stewardship	- Cost-share culvert replacement - Review of forest roads for potential closures

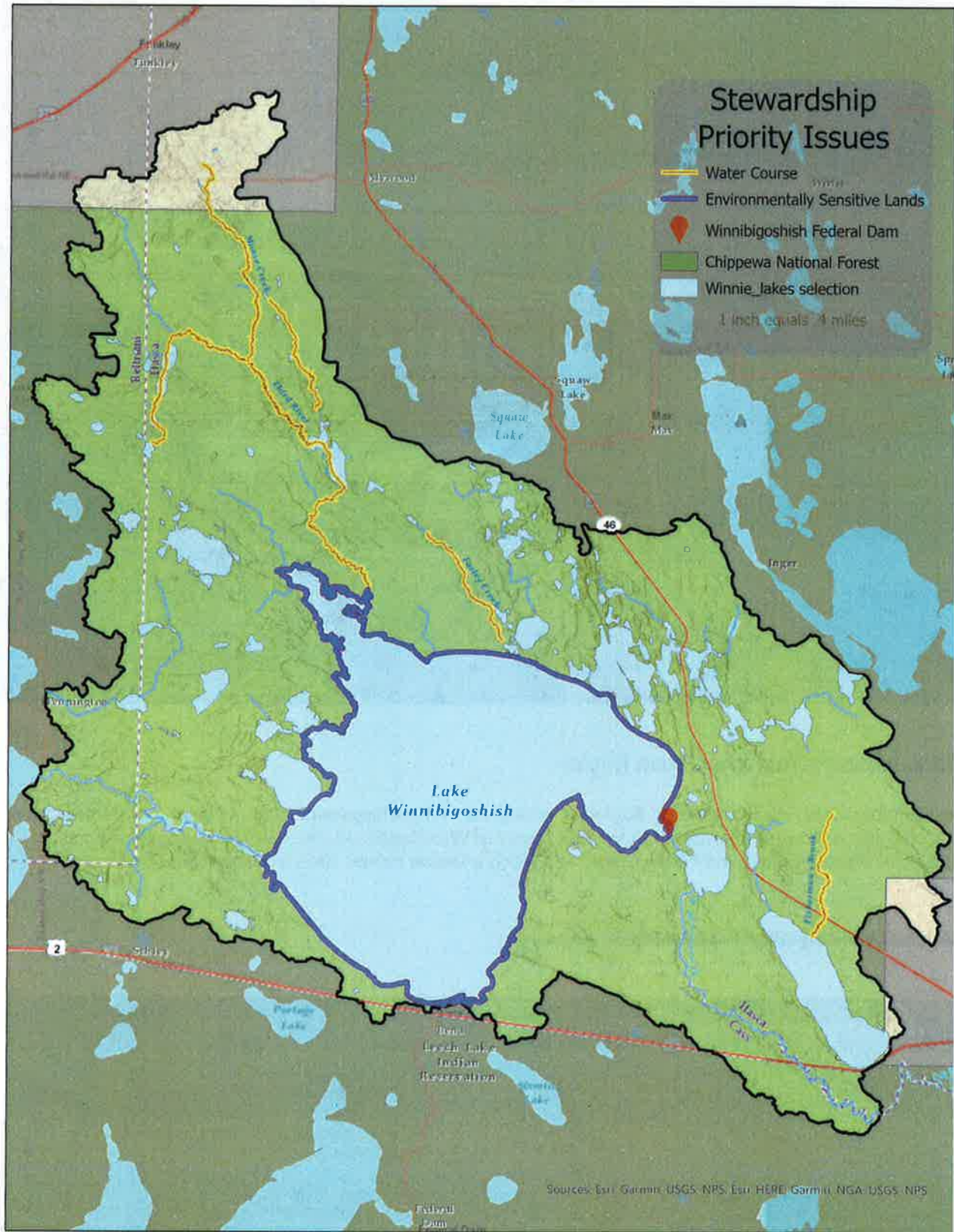


Table 3.3 Lake stewardship action table.

Implementation Action		Contributing Entities			
Action	Program*	LGU Lead	Supporting Entities	Timeframe	Plan Source
Install near-shore stormwater BMPs on developed lots.	Incentive	SWCD	County, TSA 8, MPCA, and MN DNR	2021-2031	County Water Plans, WRAPS, and TMDL Reports
Provide technical and financial assistance and on-site guidance to enable landowners to increase natural areas in uplands adjacent to lakes.	Incentive	SWCD	County, TSA 8, MPCA, and MN DNR	2021-2031	County Water Plans, WRAPS, and TMDL Reports
Quantify near-shore impervious surfaces on Tier 1 and Tier 2 lakes.	Data Collection and Monitoring	SWCD	County, MPCA, and MN DNR	2021-2023	Advisory Committee
Provide technical and financial assistance and on-site guidance to enable landowners to re-establish eroding shorelines.	Incentive	SWCD	County, TSA 8, MPCA, MN DNR, and NRCS	2021-2031	County Water Plans, WRAPS, and TMDL Reports

Results		Costs		
Output Measure	Short-Term Output	Yearly Staffing (hrs)	Est. 10-year Project Cost	Funding Source **
40 stormwater BMPs on priority lakes	The stormwater performance goal is to retain the first 1 inch of runoff. Rainfall data for Minnesota shows that 1 inch represents approximately 90% of all rain events and will be able to prevent or minimize stormwater volume and pollution.	96	\$118,400	WBIF***
2 linear miles on Tier 1 and TMDL lakes and 1 linear mile on Tier 2 lakes	Disturbance from residential lakeshore development is a primary threat to physical habitat in area lakes and is a source of nutrient loading to a lake. Replacement of native, terrestrial vegetation such as trees, shrubs, and forbs with manicured lawns, rooftops, and driveways results in increased runoff of water, nutrients, and sediment, lost future woody habitat, and less nearshore shaded habitat. This action will result in improving 4% of shorelines that score low on the MN DNR's Score Your Shore assessment.	120	\$98,000	WBIF
Inventory report and maps for all Tier 1 and TMDL lakes and maps for Tier 2 lakes	Quantification of impervious surfaces and review of impacts to Tier 1 lakes.	320	\$5,120	WBIF and State
3,960 linear feet on Tier 1 and TMDL lakes and 1,320 linear feet on Tier 2 lakes	Erosion of 5,280 linear feet of unconsolidated shorelines is a source of sediment and phosphorus loading to lakes resulting in 264 lbs of phosphorus removal equaling 45% of the Total Phosphorus reduction goal.	192	\$396,800	WBIF

*The Program column relates each action to an implementation program, as described in Section 4.

**The Funding Source column connects the cost and funding source, as described in Section 5.

***WBIF - Watershed-Based Implementation Funding

Table 3.6 Forest stewardship action table.

Implementation Action		Contributing Entities			
Action	Program*	LGU Lead	Supporting Entities	Timeframe	Plan Source
Continuation of the SWCD tree programs.	Incentive	SWCD	NRCS, County Land Departments, and MN DNR	2021-2031	County Water Plans
Development of forest stewardship plans.	Incentive	SWCD	MN DNR, LLBO, US Forest Service, NRCS, County Land Dept., Consulting Foresters, Tribal Foresters, Industry Foresters, Loggers, & Vendors	2021-2031	LSP
Integrate forest health, water quality, and habitat practices into forest stewardship plans.	Incentive	SWCD	MN DNR, LLBO, US Forest Service, NRCS, County Land Dept., Consulting Foresters, Tribal Foresters, Industry Foresters, Loggers, & Vendors	2021-2031	County Water Plans
Assist landowners to maintain status or enroll into Sustainable Forest Incentive Act or 2c Managed Forest Land.	Incentive	SWCD	MN DNR, Mississippi Headwaters Board, & Consulting Foresters	2021-2031	LSP
Assist landowners in enrolling their land into a state conservation or other easement program.	Incentive	SWCD	MN DNR, BWSR, Mississippi Headwaters Board, & MDH	2021-2031	LSP
Complete forest modeling throughout the Mississippi Headwaters Watershed.	Data Collection & Monitoring	County Land Dept.	SWCD, LLBO, & MN DNR	2021-2027	Advisory Committee
Implement land acquisition programs that focus on protecting critical upland, forest, and wetland habitat.	Capital Improvement	County Land Dept. & SWCDs	LLBO, BWSR, Mississippi Headwaters Board, & MN DNR	2021-2031	Advisory Committee
Formation of a Local Forestry Technical Team and generation of a Watershed-wide forestry database and digitized forest distribution.	Data Collection & Monitoring	SWCD	MN DNR, LLBO, US Forest Service, Mississippi Headwaters Board, County Land Dept., & Consulting Foresters	2021-2031	Advisory Committee

*The Program column relates each action to an implementation program, as described in Section 4.

**The Funding Source column connects the cost and funding source, as described in Section 5.

***WBIF - Watershed-Based Implementation Funding

Results		Costs		
Output Measure	Short-Term Output	Yearly Staffing (hrs)	Est. 10-year Project and Staff Cost	Funding Source **
300,000 trees planted	Continuation of an easy, affordable resource for private landowners to acquire trees for conservation.	90	\$360,000	Local
41,026 acres of private forests in priority lake watersheds	Resulting in 50% of the goal with improved private forest management, protection of water resources, higher participation in active management, and increased forest management coordination.	258	\$200,100	State Federal and WBIF***
323 practices	Resulting in a 12% increase of private landowners improving and protecting water quality, enhancing wildlife habitat, and creating the potential for a healthy forest product economy.	129	\$176,600	Federal and WBIF
28,900 new acres enrolled into SFIA in priority lake watersheds	Enrolling these acres will achieve 35% of our protection goal to maintain high water quality within the Mississippi River Headwaters Watershed.	96	\$33,335,445	State and WBIF
2,000 acres enrolled into conservation easements in priority lake watersheds	Enrolling these acres will achieve 2% of our protection goal to maintain high water quality within the Mississippi River Headwaters Watershed.	203	\$2,081,200	State and WBIF
Model completion	Improved modeling will aid a move toward a balanced age-class distribution, identify and maintain old forests, maintain adequate acres of young forests, increase specific cover types across the landscape, convert specific cover types to conifers, and improve timber harvesting on a sustainable basis.	10	\$24,000	WBIF
500 acres in priority lake watersheds	Protection of forest land cover provides sustainability for current water and habitat quality.	40	\$216,000	Local, State, and WBIF
Annual meeting and development of a database	Creation of a vegetation management framework, providing landowners and managers a more detailed description of landscape forest communities.	20	\$8,000	WBIF

Table 3.9 Agriculture stewardship action table.

Implementation Action		Contributing Entities				Results		Costs		
Action	Program*	LGU Lead	Supporting Entities	Timeframe	Plan Source	Output Measure	Short-Term Output	Yearly Staffing (hrs)	Est. 10-year Project Cost	Funding Source**
Creation of a soil testing program through farm planning to help landowners make informed decisions about soil and nutrient management.	Incentive	SWCD	NRCS, Crop Consultants, MDA, and Local Agronomists	2021-2031	Advisory Committee	50% landowner practice adoption rate in priority catchments	Improve farm economics by reducing fertilizer losses to the environment through soil testing and conservation planning.	200	\$156,130	WBIF***
Implement grazing management systems (includes all structural needs such as fencing and water sources, silva-pasturing).	Incentive	SWCD & NRCS	TSA 8 and MDA	2021 -2031	County Water Plans	16% landowner adoption rate in priority catchments	Compared to traditional continuous grazing, managed grazing can provide a healthier plant community, decreased erosion and runoff, better livestock health and performance, and reduced costs to the landowner.	150	\$185,000	Federal and WBIF
Encourage livestock owners to exclude cattle from stream riparian corridors with fencing.	Incentive	SWCD & NRCS	TSA 8 and MDA	2021-2031	County Water Plans & WRAPs	15% landowner adoption rate in priority catchments	Livestock exclusion has the direct benefit of preventing sediment disruption due to trampling of soil and eliminating pollution associated with animal waste.	40	\$63,500	Federal and WBIF
Encourage participation in the Agricultural Water Quality Certification Program.	Incentive	SWCD & MDA	NRCS	2021-2031	County Water Plans	10 landowners	This program provides the assurances that certified producers are using conservation practices to protect Minnesota's lakes, rivers, and streams.	16	\$6,400	State and WBIF
Increase the number of landowners enrolled in the Nutrient Management Initiative Program to evaluate alternative nutrient management practices.	Incentive	SWCD & MDA	NRCS	2021-2031	GRAPS	10 landowners	This program provides assistance to farmers and crop advisers in evaluating nutrient management practices on their own fields.	16	\$6,400	State and WBIF
Prevent ag. waste runoff through nutrient management plan and potentially use manure storage, water diversions, reduced lot sizes, and vegetative filter strips to reduce open lot phosphorus losses.	Incentive	SWCD & NRCS	TSA 8, MPCA, & MDA	2021 -2031	County Water Plans, WRAPs, and GRAPS	2 nutrient management facilities	Ag. wastes associated with feedlots in the Mississippi River Headwaters have a nutrient and sediment load a whole order of magnitude higher than any other land use type.	80	\$57,000	Federal and WBIF
Provide calibrated no-till equipment for landowner use.	Incentive	SWCD	NRCS, MDA, Crop Consultants, and Local Agronomists	2021-2031	Advisory Committee	1 no-till drill	Landowners will have access to equipment allowing for alternative management practices to improve soil health.	200	\$130,000	WBIF
Install water quality practices and enhancements on agricultural lands with a focus on conservation tillage and residue management, cover crops and filter strips, and nutrient management.	Incentive	SWCD & NRCS	TSA 8 and MDA	2021-2031	County Water Plans, WRAPs, and GRAPS	16,486 acres in priority lake watersheds	16,486 acres will increase water quality practices and enhancements on 15% of the total acres in the priority lake watersheds.	250	\$480,000	Federal and WBIF

*The Program column relates each action to an implementation program, as described in Section 4.

**The Funding Source column connects the cost and funding source, as described in Section 5.

***WBIF - Watershed-Based Implementation Funding

Table 3.12 Urban stewardship action table.

Implementation Action		Contributing Entities				Results		Costs		
Action	Program*	LGU Lead	Supporting Entities	Timeframe	Plan Source	Output Measure	Short-Term Output	Yearly Staffing (hrs)	Est. 10-year Project Cost	Funding Source**
Stormwater retrofit analysis for the cities of Bemidji, Cass Lake, Deer River, and Cohasset.	Data Collection and Monitoring	SWCD and Cities	MPCA, County, Mississippi River Headwaters Board, and Greater Bemidji Area Joint Planning Board	2021-2023	County Water Plan	Development of 4 retrofit analysis reports	Assessment of potential municipal stormwater water quality best management practices retrofit locations and associated costs to achieve the zero-sum gain of stormwater runoff for the 1 inch rain event for each city.	20	\$68,000	WBIF*** and Local
Inventory and inspection of existing infrastructure, including the identification of private pipes within the City of Bemidji.	Data Collection and Monitoring	SWCD and Cities	MPCA, County, Greater Bemidji Area Joint Planning Board	2021-2023	Advisory Committee	Database creation and maintenance	Watershed-wide known locations of stormwater infrastructure and its condition.	40	\$16,000	WBIF and Local
Work with cities and counties to achieve performance-based measurements of chloride applications.	Incentive	SWCD, Counties, and Cities	MPCA, Greater Bemidji Area Joint Planning Board	2021 -2031	County Water Plan	Chloride BMPs	Setting a specific chloride load reduction target for each individual winter maintenance chloride source is challenging. This action is intended to work with the Winter Maintenance Assessment Tool as the measure for chloride reduction effectiveness.	40	\$16,000	WBIF and State
Complete feasibility analysis for winter snow stockpiling.	Data Collection and Monitoring	SWCD & Cities	MPCA, County, Greater Bemidji Area Joint Planning Board	2021-2025	Advisory Committee	Review of current snow stockpile locations	Identification of drainage patterns and appropriate snow storage areas.	20	\$3,300	Local
Cost share regional upgrades to road salting equipment.	Incentive	SWCD, Counties, and Cities	MPCA, & Greater Bemidji Area Joint Planning Board	2021-2031	Advisory Committee	Reduction of chloride use	New equipment to reduce chloride use and loading.	16	\$106,400	WBIF, Local, and State
Inspection, maintenance, and implementation of projects to meet the 1 inch volume goal for existing impervious surfaces.	Incentive	SWCD and Cities	MPCA, County and Greater Bemidji Area Joint Planning Board	2021-2031	County Water Plan and Bemidji MS4	BMPs inspected, maintained, or installed	Installation and maintenance of BMPs to achieve the zero-sum gain of stormwater runoff for the 1 inch rain event for each city.	300	\$1,580,000	WBIF and Local
Implementation of proven stormwater mediation through a minimal impact design planning and permitting process.	Incentive	SWCD and Cities	MPCA, County, Greater Bemidji Area Joint Planning Board, & Mississippi Headwaters Board	2021 -2031	County Water Plan, Bemidji Surface Water Management Plan, and Greater Bemidji Area Comprehensive Plan	Number of entities' adoption of minimal impact design guidelines	The minimal impact design standards give local entities a way to calculate performance goals for new developments, redevelopments, and linear projects.	40	\$16,000	WBIF and Local

*The Program column relates each action to an implementation program, as described in Section 4.

**The Fund Source column connects the cost and fund source, as described in Section 5.

86 ***WBIF - Watershed-Based Implementation Funding

Table 3.14 Environmentally sensitive lands action table.

Implementation Action		Contributing Entities				Results		Costs		
Action	Program*	LGU Lead	Supporting Entities	Timeframe	Plan Source	Output Measure	Short-Term Output	Yearly Staffing (hrs)	Est. 10-year Project Cost	Funding Source**
Protect critical wild rice habitat and vulnerable Drinking Water Supply Management Areas as designated by the Minnesota Department of Health.	Incentive	SWCD	County and Board of Water and Soil Resources	2021-2031	WRAPS	2,000 easement acres around priority wild rice lakes	Enroll landowners in permanent conservation protection to prevent land uses that are incompatible with the long-term health of the Watershed while keeping the land in private ownership.	60	\$448,000	WBIF*** and State
Re-evaluate the wild rice lakes/streams inventory each county has for wild rice Reinvest in Minnesota protection easements.	Data Collection and Monitoring	SWCD	Minnesota Department of Natural Resources and Board of Water and Soil Resources	2021-2023	Advisory Committee	Updated wild rice lakes and streams	The wild rice priority lists need to be updated, and many of the water resources listed need additional info to make a priority determination. With an updated priority list we can better target and use the RIM funding to protect shorelands and to maintain our wild rice.	40	\$2,600	WBIF
Coordinate with MN DNR to explore potential conservation easement options on School Trust Lands.	Data Collection and Monitoring	SWCD	Minnesota Department of Natural Resources and Board of Water and Soil Resources	2021-2031	WRAPS	Meeting with MN DNR	Give resource managers the ability to review and identify lands most vulnerable to conversion.	40	\$ 1,600	WBIF and Other Sources
Protect critical habitat within the Mississippi Headwaters Corridor.	Incentive	SWCD	Mississippi Headwaters Board, Counties, and Board of Water and Soil Resources	2021-2031	County Water Plan	2,000 easement acres along the Mississippi River	This output would result in 23% of the acreage adjacent to wild rice lakes enrolled in permanent conservation protection.	203	\$2,081,200	WBIF and State
Restore habitat for local pollinators, Golden Winged Warblers, Four Toed Salamanders, and Blanding's Turtles.	Incentive	SWCD	Minnesota Department of Natural Resources, Board of Water and Soil Resources, and the Audubon Society	2021 -2031	Wildlife Action Network	20 acres of habitat	The primary cause of species being identified as greatest conservation need is habitat-related. A habitat approach focuses on sustaining and enhancing terrestrial and aquatic habitats in the context of larger landscapes.	80	\$87,600	WBIF

*The Program column relates each action to an implementation program, as described in Section 4.

**The Funding Source column connects the cost and funding source, as described in Section 5.

***WBIF - Watershed-Based Implementation Funding

Table 3.16 Subsurface sewage treatment systems action table.

Implementation Action		Contributing Entities			
Action	Program*	LGU Lead	Supporting Entities	Timeframe	Plan Source
Improve SSTS records through voluntary inspection of treatment systems; age, type, and function to understand potential risks to ground and surface water.	Incentive	County & Township/Lake Assoc.	MPCA, LLBO, SWCD, MDH, and MN DNR	2021-2031	GRAPS
Voluntary development or expansion of SSTS database.	Data Collection and Monitoring	County/SWCD	MPCA, LLBO, and County	2021-2027	County Water Plan
Provide voluntary zero-interest loans for upgrades or replacements.	Incentive	County/SWCD	MPCA, SWCD, County, and MDH	2021-2031	County Water Plan
Assist landowners and small communities with funding for SSTS replacements for systems that are a risk to public health and the environment.	Incentive	County/SWCD	MPCA, SWCD, MDH, County, and BWSR	2021-2031	County Water Plan
Improve SSTS compliance and reduce nutrient loading from noncompliant systems around Little Turtle Lake.	Incentive	County	MPCA and SWCD	2021-2031	TMDL

*The Program column relates each action to an implementation program, as described in Section 4.

**The Funding Source column connects the cost and funding source, as described in Section 5.

***WBIF - Watershed-Based Implementation Funding

Results		Costs		
Output Measure	Short-Term Output	Yearly Staffing (hrs)	Est. 10-year Project Cost	Funding Source**
50 inspections a year	The main emphasis in inspecting existing systems is to determine if the system is: 1) an imminent threat to public health or safety, or 2) the system is failing to protect groundwater by not adequately removing pathogenic organisms.	120	\$273,000	WBIF***
County database	As counties look at the most effective methods to reduce nutrient loading to surface waters, replacing old, non-compliant SSTS are often discussed as an area of need. Most counties do not have a database of existing SSTS information, which would be beneficial to identify areas, lakes, or individual property owners to work with in identifying potential projects. With a database of known SSTS information, we could make better assumptions as to the nutrient loading to surface waters and needs for systematic inspections or future SSTS projects for nutrient reductions.	160	\$64,000	WBIF
5 per year	Provide a zero-percent or low interest loan program across the Watershed to help landowners upgrade or replace existing systems to protect water resources.	60	\$375,000	State and WBIF
5 per year	Provide grant opportunities for landowners that qualify to upgrade or replace existing systems to protect water resources.	60	\$399,000	State and Local
Removal of 27.47 lb./year of phosphorus	The Little Turtle Lake TMDL determined a total phosphorus load reduction of 510.53 pounds per year is needed to meet state water quality standards. The TMDL calculated SSTS are responsible for 27.47 lb./year of phosphorus or 5% of the total load to the lake.	80	\$92,000	WBIF

Table 3.18
Water course
stewardship
action table.

Implementation Action		Contributing Entities			
Action	Program*	LGU Lead	Supporting Entities	Timeframe	Plan Source
Collaborate with counties, SWCDs, municipalities, townships, and the US Army Corps of Engineers (ACOE) to develop strategies to optimize management of Winnibigoshish and Pokegama Dams for the protection of aquatic habitat and recreation balanced with flood risk management.	Regulation and Enforcement	SWCD	County, LLBO, MN DNR, Army Corps of Engineers, US Forest Service, BWSR, and MHB	2023-2026	Advisory Committee
Evaluate dam replacement projects that restore connectivity and hydrologic balance.	Data Collection and Monitoring	SWCD	County, Townships, MN DNR, BWSR, and TSA B	2021-2031	Advisory Committee
Assist townships' application of dust suppressants to reduce chlorides getting to surface waters.	Incentive	SWCD	Townships, Minnesota Association of Townships, County, and MPCA	2021-2031	Advisory Committee
Assist townships in the development of a water drainage management plan.	Incentive	SWCD	Townships, MPCA, and MN DNR	2021-2031	Advisory Committee
Assist in the inspection and stabilization of county, city, and township public water accesses or ditches.	Incentive	SWCD	MN DNR, LLBO, and County	2021-2031	Advisory Committee and WRAPS
Review of public forest roads to recommend closure.	Data Collection and Monitoring	SWCD	US Forest Service, MN DNR, LLBO, BWSR, and Counties	2021-2031	Advisory Committee
Complete Watershed-wide culvert and bridge inventory identifying potential water quality, water quantity, and/or biological issues.	Data Collection and Monitoring	SWCD	County, LLBO, MN DOT, Townships, and Municipalities	2021-2027	County Water Plan
Cost-share culvert replacements, removals, or design assistance on new culverts with landowners, townships, & counties to ensure proper hydrologic function and organism passage.	Incentive	SWCD	Townships, LLBO, County, TSA B, MPCA, NRCS, and MN DNR	2021-2031	County Water Plan
Determination of non-contributing areas.	Data Collection and Monitoring	SWCD	MN DNR, LLBO, BWSR, TSA B, and MPCA	2021-2031	Advisory Committee
Installation of long-term monitoring gauges on naturally flowing streams without actively managed dams.	Data Collection and Monitoring	SWCD	MN DNR and MPCA	2021-2031	Geomorphic Report

*The Program column relates each action to an implementation program, as described in Section 4.

**The Funding Source column connects the cost and funding source, as described in Section 5.

***WBIF - Watershed-Based Implementation Funding

Results		Costs		
Output Measure	Short-Term Output	Yearly Staffing (hrs)	Est. 10-year Project Cost	Funding Source**
ACOE review request for Winnibigoshish and Pokegama Dams	Work with partners to formally petition the Corps for the review of 2001 ROPE study to determine if alternative management scenarios provide better outcomes for overall ecological health.	20	\$9,000	WBIF***
2 dam reviews/feasibility studies on Power Dam, Fox Lake Dam, &/or Lake Rabideau	Evaluate the potential to successfully restore an altered river or stream to address loss of habitat, stream flow, sediment deposition, and peak flows.	40	\$31,600	WBIF
2 townships per year	Assist townships with dust suppressant management where more than 50% of practices are using advanced or best practices categories from the Smart Salting Assessment Tool.	50	\$20,000	WBIF
2 townships per year	Give townships an in-depth inventory of their water resources to inform local decision processes.	50	\$20,000	WBIF
Restore 1 access per year and conduct a ditch check along Pokegama causeway	Reduction of erosion, phosphorus loading, and chlorides from public access and road ditches to waterbodies.	50	\$80,000	WBIF
Closure requests in priority townships	Closing forest roads that lead to areas with multiple accesses or alternate management will decrease forest fragmentation, terrestrial invasive species, and hydrologic disconnections.	40	\$1,600	WBIF
Database	Culvert and Bridge Crossing Inventory & Assessment: (1) Inventory all existing county, township, and private culverts and bridge crossings. (2) Assess hydraulic capacity in relation to ATLAS 14. (3) Data to be used when addressing connectivity issues identified in WRAPS.	200	\$80,000	WBIF
3 culverts per year based on culvert inventory	Work with partners to identify relevant stream characteristics from a reference reach to capture the critical elements for aquatic organism passage and stream connectivity.	36	\$104,400	WBIF
Hydrologically corrected Digital Elevation Model	Build a dataset that can be integrated with water resource models to consistently and efficiently solve water resource problems at multiple spatial scales.	40	\$1,600	WBIF
Installation of monitoring gauges on the Mississippi River, Schoolcraft River, Deer River, and Turtle River	Monitor changes in connectivity, run-off, and other factors is also important for planning future development and infrastructure. Potential locations are upstream of Lake Bemidji, and on Schoolcraft River, Deer River, and Turtle River.	10	\$44,000	Other Source

Table 3.20 Drinking water stewardship action table.

Implementation Action		Contributing Entities			
Action	Program*	LGU Lead	Supporting Entities	Timeframe	Plan Source
Assist landowners with sealing private wells	Incentive	SWCD	County, Townships, and MDH	2021-2031	County Water Plan
Inform the public of potential health risks in contaminated areas.	Public Participation and Engagement	SWCD	MDH and BWSR	2021-2031	County Water Plan
Conduct a survey of property owners within the floodplain to identify wells that should be sealed preventing contamination of the aquifer.	Data Collection and Monitoring	SWCD	County, Townships, and MDH	2021-2026	GRAPS
Assist landowners with private wells that have a nitrate or arsenic level above the Safe Drinking Water Act standards.	Incentive	SWCD	County, Townships, and MDH	2021-2031	GRAPS
Request flooded well test kits from MDH Well Management to distribute to private well owners after a flood event.	Incentive	SWCD	County, Townships, and MDH	2021-2022	GRAPS
Provide free nitrate and arsenic testing or screening to residents with private wells.	Data Collection and Monitoring	SWCD	County, LLBO, Townships, and MDH	2021-2031	County Water Plan
Continue to support implementation of wellhead protection measures, including conservation easements, in Drinking Water Supply Management Areas.	Incentive	SWCD	County, Townships, and MDH	2021-2031	GRAPS
Development of private wellhead protection plans.	Data Collection and Monitoring	SWCD	MDH, LLBO, MN DNR, MDA, BWSR, County, and Townships	2021-2031	Advisory Committee
Fill gaps in the Groundwater Level Observation Well Network by installing additional, strategically located long-term groundwater observation wells.	Data Collection and Monitoring	SWCD & DNR	County, LLBO, Townships, and MDH	2021-2031	Advisory Committee
Complete County Geologic Atlas	Data Collection and Monitoring	SWCD	County, MN DNR, and Minnesota Geological Survey	2021-2031	County Water Plans

*The Program column relates each action to an implementation program, as described in Section 4.

**The Funding Source column connects the cost and funding source, as described in Section 5.

***WBIF - Watershed-Based Implementation Funding

Results		Costs		
Output Measure	Short-Term Output	Yearly Staffing (hrs)	Est. 10-year Project Cost	Funding Source**
Seal 10 wells per year	An unused well can act like a drain, allowing surface water runoff, contaminated water, or improperly disposed waste a direct pathway into drinking water sources. When this occurs, the quality of everyone's water is threatened – city water wells, neighbor's wells, even your current well.	60	\$74,000	Local
Educational materials for affected townships and well sealing cost-share when needed	The improper location, construction, or sealing of a well or boring in an area of groundwater contamination may allow contaminants to spread to otherwise protected aquifers.	10	\$5,800	WBIF***
Survey and ad hoc well sealing	There is a localized area of private wells that are at high risk for flooding. This action will provide the information and action needed to keep private well supplies safe.	20	\$8,000	WBIF
5 landowners per year	Assist private landowners in addressing private wells that have nitrate or arsenic concentrations above the Safe Drinking Water Act standards.	60	\$174,000	State
72 tests	As storms become more frequent & intense, flooding will be an ongoing challenge for private wells. Flood events can threaten the safety and availability of drinking water by washing pathogens (bacteria, viruses, and parasites) and chemical contamination into source aquifers.	12	\$4,800	State
Monitor 10% of private wells	Provide landowners information on related contaminants and better determine local land use impacts.	110	\$71,500	WBIF
Implement measures identified in wellhead protection plans	Support the protection of public drinking water supplies from becoming polluted by managing potential sources of contamination in the areas that supply water to public wells.	20	\$258,000	State and WBIF
Development of 128 plans	Provide education and outreach on private well protection by creating private well plans. Each well plan identifies potential issues and suggest actions the landowner should consider.	80	\$6,400	WBIF
One or more additional monitoring wells established	Collect static groundwater level data to assess groundwater resources, determine long-term trends, interpret impacts of pumping and climate, plan for water conservation, and evaluate water conflicts.	20	\$23,000	State
Completion of Geologic Atlas for Beltrami, Clearwater, & Itasca Counties	A complete County Geologic Atlas (CGA) provides information about the geology and groundwater resources of a county, including the groundwater quality, quantity, and sensitivity to pollution.	90	\$2,400	WBIF

Plan Implementation

This Plan identifies measurable goals for each issue along with actions needed to achieve these goals. Actions and programs for implementation in the prioritized areas of the Watershed are listed in Table 3.22 Invasive Species management action table. This table is intended to be a high-level overview used to support the development of shorter-term work plans, shared services, and budgets for the planning partners. It is grouped into four categories including Implementation Actions, Contributing Entities, Results, and Costs, which work together to identify and define the actors and actions needed to reach the Plan goals within the 10-year timeframe.

In many cases there is not one single action that can achieve the goals set in any plan. It typically takes multiple actions to reach one goal. Table 3.21 shows which actions affect which goals. This illustrates which actions contribute to achieving multiple goals, thus resulting in multiple benefits from that action.

Table 3.22 Invasive species management action table.

Implementation Action		Contributing Entities			
Action	Program*	LGU Lead	Supporting Entities	Timeframe	Plan Source
Facilitation of an aquatic invasive species implementation meeting.	Data Collection and Monitoring	SWCD	County, MN DNR, LLBO, and Lake Associations	2021-2031	Advisory Committee
Development of a Cooperative Weed Management Area.	Incentive	SWCD	BWSR, County, MN DOT, MN DNR, LLBO, and MDA	2021-2031	Advisory Committee
Assist landowners with site-specific combination of invasive species prevention, avoidance, monitoring, restoration, and suppression strategies.	Incentive	SWCD	County, Townships, MN DNR, US Forest Service, and LLBO	2021-2031	Advisory Committee

*The Program column relates each action to an implementation program, as described in Section 4.

**The Funding Source column connects the cost and funding source, as described in Section 5.

***WBIF - Watershed-Based Implementation Funding

Table 3.21 Invasive species management actions to achieve measurable goals.

Goal: Enhanced coordination of local aquatic invasive species plan implementation by organizing a multi-county collaborative program that includes training, staffing, and financial resources.
- Facilitation of an aquatic invasive species implementation meeting.
Goal: Facilitate integrated pest management based on impact to the resource and to the invasive species.
- Development of a Cooperative Weed Management Area.
Goal: Restore 25 acres of native plant communities through an ecosystem approach.
- Assist landowners with site-specific invasive species management.

Results		Costs		
Output Measure	Short-Term Output	Yearly Staffing (hrs)	Est. 10-year Project Cost	Funding Source**
Annual input meeting	By consolidating local planning efforts and forming a joint effort built on the existing planning frameworks, we will be better equipped to manage current infestations and prevent future ones.	20	\$8,000	WBIF***
Creation of a Cooperative Weed Management Area	Development of partnerships to manage invasive species across geographic boundaries.	60	\$29,000	State
25 acres	Provide technical assistance by evaluating environmental risks associated with invasive species management strategies, risks, techniques, and successful management.	20	\$13,000	WBIF



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 19, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1285

DEPARTMENT: Administrative Services

TIME REQUESTED: 10 Minutes

PRESENTER: Terry Snyder

AGENDA ITEM:

Short Term Rentals/VRBOs

BOARD ACTION REQUESTED:

Continued discussion regarding Short Term Rentals and Vacation Rentals by Owner (VRBOs).

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. FAQs for Classifying Short Term Rental Properties
2. Classification of Short-Term Residential Rental Properties Memo
3. Neighboring County Short Term Rentals

RESULT:

INFORMATIONAL - NO ACTION TAKEN

FAQs for Classifying Short-Term Rental Properties

We recently issued a memo regarding the classification of short-term rental properties that was enacted during the fifth special session in 2020. Additional guidance is being provided based on some follow up questions that have been submitted. This information will also be added to the Property Tax Administrator's Manual for future reference as well.

If you have additional questions regarding classification of short term rental properties, reach out to your Property Tax Compliance Officer or email us at proptax.questions@state.mn.us.

If a parcel qualifies for homestead and it also has a separate structure that is used as a short-term rental such as a guest house or apartment above the garage, how should it be classified?

The parcel should be split-classified according to the two separate uses on the parcel. The separate structure should be classified according to its use and the requirements in law. If it meets the requirements for short term rental and it is not being used as part of the homestead, then it would be appropriate to be classified as 4b1. This is similar to split classifying a residential parcel that also has commercial use such as a mechanic shop or hair salon.

How should a duplex/triplex be classified if one of the units qualifies for homestead and the other unit(s) are being used as short-term rentals?

The entire structure may qualify for a residential homestead when the owner occupies the property. The law (Minnesota Statute, section 273.13, subdivision 22(a)) provides an exception for classifying duplex and triplex structures. This exception also applies to short term rental use of the additional units; therefore, the entire structure would be classified as 1a residential homestead and should not be split-classified due to the short-term rental use. If a structure has more than one unit but is not a duplex/triplex, then the language in subdivision 22 does not apply and the property would be split-classified.

If a parcel is classified as 4bb, but meets the requirements to be classified as a short-term rental, should the classification be changed to 4b?

Yes, the law states that if a property is rented out for more than 14 days in the preceding year, it must be classified as 4b1, the law does not exclude 4bb properties from this classification.

Are individually owned residential nonhomestead properties used as short-term rentals by resorts/hotels considered residential real estate and would they qualify for the 4b1 classification?

Yes, those properties whether part of a larger rental pool (resort, condominium complex), or with multiple owners (timeshares, limited deed interest), are considered residential real estate and should be classified according to use. If the property is rented for more than 14 days in the preceding year, then it should be classified as 4b1.

Memo

Date: December 17, 2020

To: All County Assessors

From: Jon Klockziem, Director

Changes to the Classification of Short-Term Residential Rental Properties effective 2021 Assessment Year

As part of a bill passed during the fifth special session, the legislature added language classifying certain properties used as short-term residential rentals as 4b(1) (Minnesota Statute, section 273.13, subdivision 25). The new law defines a qualifying short-term rental property as:

- Rented for periods of less than 30 consecutive days
- Containing fewer than four units
- Rented for more than 14 days in the preceding year
- Nonhomesteaded

What changed?

Prior to this law change, a specific number of days were not in statute to determine the primary use of a property, which is used when classifying a property. Starting with assessment 2021, a property is determined to be a short term rental property if it was rented for more than 14 days in the previous year. Properties that meet this number of days requirement as well as the requirements listed above may be reclassified to 4b(1).

When does it go into effect?

This provision does not go into effect until the 2021 assessment. All properties previously identified having a primary use as a short-term rental will have their 2021 taxes payable based on the classification made during the 2020 assessment.

What documentation should the assessor request or research to help determine the classification?

Assessors should review:

- Permits and licensure from the state or local government entity.
- Booking records or information from the owner or third party accommodation intermediaries.
- Income and expense records of the property.
- Occupancy records for the property showing rental days to verify use.

What if a homesteaded property is rented out for more than 14 days per year?

Do not change the classification of homestead property if short-term rental occurs but the property remains the owner's or relative's primary place of residence. However, if it appears short-term rental may be the primary use, the assessor should review the homestead status and request a reapplication.

When the primary use of a property is a cabin, but it was rented for more than 14 days in the previous year can it still be classified 4c(12) based on the primary use?

No, if the property is rented for more than 14 days, the property should be classified as 4b(1).

What if a property with four or more units is used for short-term rental?

Residential properties containing four or more units used exclusively as short-term rental would be classified as commercial, class 3a, properties. If a property with four or more units has some units rented long-term and some short-term, it would be appropriate to split classify the property as class 4a and 3a based on the primary use of the individual units.

Questions?

If you have questions about this memo, please email us at proptax.questions@state.mn.us or your Property Tax Compliance Officer.

Neighboring and Similar County Short Term Rentals Status

<u>County</u>	<u>Ordinance?</u>	<u>Comments</u>
Aitkin	Yes	
Beltrami	No	
Carlton	Yes	
Cass	No	
Cook	Yes	
Crow Wing	Yes	
Douglas	Yes	
Hubbard	No	
Koochiching	Yes	Short-term rentals require conditional use and zone change to RR2. Problematic to enforce.
Lake	Yes	
Mille Lacs	Yes	No performance standards - Permitted use.
Otter Tail	No	Application through Public Health
St. Louis	Yes	

[SECTION 17]**17.0 Vacation/Private Home Rental**

The following standards apply to vacation/private homes renting for thirty (30) days or less except those located within Planned Unit Developments whose legal documents regulate unit rentals.

- (1) The owner of a vacation/private home rental must apply for and receive an Interim Use Permit from the County. The initial Interim Use Permit will be valid for five (5) years in order to determine the compliance level of the owner with the conditions of approval.

For vacation/private home rentals with compliance issues during the initial term of their IUP, subsequent renewals shall be for five (5) years or less as established by the Aitkin County Planning Commission.

For vacation/private home rentals without any compliance issues during the term of the IUP, subsequent renewals will be through obtaining a Lodging License from Aitkin County Environmental Services Department and future compliance will be monitored through the licensing and inspection. All existing IUP requirements and ordinance performance standards remain in effect. The conditions in Appendix D must be complied with during the lodging license period(s). Termination of the IUP will be when there is a change in ownership of the vacation/private home rental property; or if compliance issues occur during the lodging license period, the IUP may be revoked or amended after a hearing before the Planning Commission. If the IUP is revoked the lodging license will be terminated.

- (2) The application for an Interim Use Permit shall include:

- a. All information required for a conditional use permit,
- b. Floor plan of the structure drawn to scale, including the number of bedrooms with dimensions and all other sleeping accommodations, smoke detector and carbon monoxide detector locations,
- c. A to-scale site plan which shows locations and dimensions of property lines, the structure intended for licensing, accessory structures, parking areas, shore recreational facilities (docking plan, fire pit area, swim beach, etc) and sewage treatment systems.
- d. Emergency contact information (police, fire, hospital, septic tank pumper) be posted in the home.
- e. Current compliance inspection on the septic system.
- f. Current water test from an accredited laboratory with test results for nitrate-nitrogen and coliform bacteria.
- g. Plan for garbage disposal.
- h. Applicant must submit a pet policy.
- i. In each bedroom and any room used for sleeping, show the dimensions of egress windows on the drawing and the style (double hung, sliding or casement).

- j. Provide a detailed list of all advertising sources pertaining to the vacation/private home rental and notify Environmental Services with any changes to the advertising within 30 days.
-
- (3) The occupancy (overnight occupants) of a vacation/private home rental shall be limited to no more than two (2) persons per bedroom (see #7 below for allowable number of occupants per bedroom) plus two (2) additional persons per building, or no more than one (1) person for every seventy-five (75) gallons of water per day that the building subsurface sewage treatment system (SSTS) is designed to handle, whichever is less. The maximum number of occupants, including both overnight and non-overnight occupants, shall not exceed twice the approved overnight occupants.
 - (4) The vacation/private home rental shall be connected to an approved SSTS. The SSTS shall be designed and constructed with a design flow of seventy-five (75) gallons of water per person per day to handle the maximum number of guests for which the facility is permitted. The SSTS shall include a flow measuring device. Flow measurement readings and monitoring of the SSTS shall be recorded monthly and records shall be made available to the Department upon request. The use of holding tanks for vacation/private home rental units shall be prohibited.
 - (5) On-site parking shall be provided which is sufficient to accommodate the occupants of the vacation/private home rental. Public streets and septic systems may not be used for calculating parking by renters or guests. Parking areas must be setback a minimum distance of five (5) feet from the property lines.
 - (6) Attempting to obtain additional occupancy by use of recreational vehicles, tents, accessory structures or fish houses is prohibited.
 - (7) Rooms used for sleeping shall be provided with egress windows that comply with the Minnesota State Building Code and with smoke detectors in locations that comply with MN Statute chapter 299F or the requirements of the Department, whichever is more restrictive. Every room occupied for sleeping purposes by one person shall contain at least 70 square feet of usable floor space, and every room occupied for sleeping purposes by more than one person shall contain not less than 60 square feet of usable floor space for each occupant thereof. Carbon monoxide detectors shall be installed in locations that comply with MN Statute section 299F.51
 - (8) On premise advertising signs are prohibited.
 - (9) The owner shall provide a visual demarcation of the property lines.
 - (10) The owner shall keep a report, detailing use of the home by recording the full name, address, phone number and vehicle license number of guests using the property. A copy of the report shall be provided to the Department upon request.
 - (11) No more than two (2) vacation/private home rentals will be allowed on a parcel. More than two (2) vacation/private home rentals on the same parcel or on contiguous parcels under common ownership shall constitute a resort and must

meet the standards set forth in Section 15 and/or 16 of this ordinance and Section 7 of the Aitkin County Shoreland Management Ordinance.

- (12) The Planning Commission may impose conditions that will reduce the impacts of the proposed use on neighboring properties, public services, and nearby water bodies as well as other concerns including, but not limited to, public safety, and safety of guests. Said conditions may include but not be limited to – fencing or vegetative screening, native buffer along the shoreline, noise standards, duration of permit, restrictions as to the docking of watercraft, and number of guests.
- (13) A vacation/private home rental shall be licensed by the County and shall meet the requirements of all statutes, rules, regulations, and ordinances including, but not limited to, Aitkin County's Lodging Ordinance, if applicable.
- (14) The Planning Commission may impose noise standards in order to assist in reducing potential impacts on neighboring properties.
- (15) Websites and all other advertising of the rental property must be in compliance with the occupancy allowance and all other conditions per approved Application .
- (16) Vacation/private home rentals may not be rented or leased to more than one separate party in a seven day period, unless licensed to do so by the Aitkin County Environmental Services Department (MN Statute Chapter 157).
- (17) The applicant/owner shall keep on file with the County Environmental Services Department the name and telephone number of a contact person who shall be responsible for responding to questions or concerns regarding the operation of the vacation/private home rental. This information must be kept current. This information shall also be posted in a conspicuous location within the dwelling unit. The contact person must be available to accept telephone calls on a 24 hour basis at all times that the vacation/private homes is rented and occupied. The contact person must have a key to the vacation/private home rental and be able to respond to the vacation/private home rental within 60 minutes to address issues or must have arranged for another person to address issues within the same timeframe.
- (18) Each vacation rental must have a property information handbook available for renters that includes the name and contact information for the owner and/or caretaker; quiet hours as per approved IUP; maximum number of overnight occupants; maximum number of non-overnight occupants; property rules related to the use of outdoor features such as decks, patios, fire pit, sauna and other recreational facilities; list of the conditions that were placed on the approved IUP; and a notice that all ordinances and IUP conditions will be enforced by the Aitkin County Sheriff's Office and the Aitkin County Environmental Services Department.

17.01 Water Supply and Sewage Treatment:

Water Supply- Any public or private supply of water for domestic purposes must meet or exceed standards for water quality of the Minnesota Department of Health and the Minnesota Pollution Control Agency.

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expenses. The Board members shall be appointed for terms coinciding with the terms on the County Planning Commission. The Zoning Administrator, or authorized representative, shall act as ex officio secretary of the Board.

2. The Board of Adjustment shall elect a chair and a vice chair from among its members. It shall adopt rules for the transaction of its business and shall keep a public record of its transactions, findings, and determinations.

3. The meetings of the Board of Adjustment shall be held at the call of the chair and at such other times as the Board in its rules of procedure may specify.

4. The alternate board member shall attend all meetings of the board and participate in the vote on any issue unless authorized to do so by the board. If an alternate board member is incapacitated, abstains from voting on that issue. Any question of whether a regular board member is disqualified by a conflict of interest sufficient to disqualify a regular board member shall be decided by majority vote of all regular board members.

5. Any appointed board member may be removed for non-performance of duty by a majority vote of the board. If a board member who is being challenged. In any instance, the County Board shall appoint a substitute member.

Currently working on new policy regarding ST rentals. For now, they reg. cuP or interim use.

Approved first by PC then county board

Subd. B. Powers. The Board shall have the power to:

1. Order the issuance of a writ of mandamus or other legal action on an alleged violation of which the Zoning Administrator has filed a complaint with the County Attorney.
2. Hear and decide appeals from and review any order, requirement, decision or determination made by any administrative official charged with enforcing any ordinance adopted pursuant to the provision of Minnesota Statutes, 2001, Sections 394.21 to 394.37;
3. Order the issuance of permits for buildings in areas designated for future public use on the official map;
4. Interpret and clarify zoning district boundaries on the official Zoning Map.

Section 5. Conditional and Interim Use Permits

Subd. A. Application.

1. Conditional or interim use permits shall be considered by the County Board based on recommendations by the County Planning Commission the uses or purposes as described by each zoning district in this Ordinance. In addition, the Planning Commission may recommend and the County Board may consider conditional or interim uses that are not specifically listed within each zoning district provided the following findings are made:

- a. The use is similar in nature to other uses listed in the same zoning district; and
- b. The proposed use does not create a greater potential for impacts than other uses listed that cannot be mitigated with appropriate conditions; and
- c. The proposed use is not incompatible with adjacent land uses; and

d. The proposed use is not inconsistent with the Carlton County Comprehensive Plan or the intent of this Ordinance.

2. An application for a conditional or interim use permit shall be filed with the Zoning Administrator on a form approved by the County Board. To defray administrative costs of processing requests for conditional or interim use permits, a fee shall be paid by the applicant as established by the County Board. The application shall be accompanied by such plans and elevations and site plans as required by the County. Any use listed in this Ordinance as a conditional use may, at the discretion of the County, be processed and allowed as an interim use in accordance with Minnesota Statute 394.303 if such use will conform to the zoning regulations; if the date or event that will terminate the use can be identified with certainty; permission of the use will not impose additional costs on the public if it is necessary for the public to take the property in the future; and the user agrees to any conditions that the County deems appropriate for permission of the use.

Subd. B. Notification and Public Hearing.

Upon receipt in proper form of the application and other requested material, the Carlton County Planning Commission shall hold at least one public hearing in a location to be determined by the Planning Commission. At least ten days in advance of each hearing, a notice of the time and place of such hearing shall be published in the official paper of the County. Written notices shall also be sent to all property owners of record within 500' of the affected property in incorporated areas and in unincorporated areas to owners of record within 1/4 mile of the affected property or to the ten properties nearest the affected property, whichever would provide notice to the greatest number of owners.

Written notice shall also be given to the affected Board of Town Supervisors and the city council of any municipality within two miles of the affected property.

Subd. C. Report to the County Board. Filing.

1. For each application for a conditional or interim use, the County Planning Commission shall report in writing to the County Board its findings and decisions, including the stipulation of additional conditions and guarantees that such conditions will be complied with when they are found necessary for the protection of the public interest.

2. A certified copy of any conditional or interim use permit shall be filed with the Carlton County registrar of deeds or titles for record. The conditional or interim use permit shall include the legal description of the property involved. The intended use of the permit must begin within one year of the filing date or will be considered void and a new application applied for. The filing shall be the responsibility of the Zoning Administrator, and shall be done within ten days from the date of permit issuance as authorized by the County Board. A copy of the permit shall also be forwarded to the Commissioner of Natural Resources in areas with a floodplain designation or within shoreland areas.

Subd. D. Findings. No conditional or interim use shall be approved by the County Board unless the Board finds that the following have been met:

1. That the conditional or interim use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted, nor substantially diminish and impair property values within the immediate vicinity.

2. That the establishment of the conditional or interim use will not impede the normal and orderly development and improvement of surrounding vacant property for uses

predominant in the area.

3. That adequate utilities, access roads, drainage and other necessary facilities have been or are being provided.
4. That adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.
5. That adequate measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such manner that no disturbance to neighboring properties will result.

Subd. E. Evaluation Criteria for Conditional or Interim Uses in the Shoreland Overlay District.

The following additional evaluation criteria and standards apply within shoreland areas:

1. Evaluation criteria. A thorough evaluation of the water body and the topographic, vegetation, and soils conditions on the site must be made to ensure:
 - a. The prevention of soil erosion or other possible pollution of public waters, both during and after construction.
 - b. The visibility of structures and other facilities as viewed from public waters is limited.
 - c. The site is adequate for water supply and on-site sewage treatment.
 - d. The types, uses, and numbers of watercraft that the project will generate are compatible in relation to the suitability of public waters to safely accommodate these watercraft.
2. Additional standards for conditional or interim use permits. The County Board, upon consideration of the criteria listed above and the purposes of this Ordinance, may impose additional standards to the issuance of the conditional or interim use permits to fulfill the purposes of this Ordinance. Such standards may include, but are not limited to, the following:
 - a. Increased setbacks from the OHWL.
 - b. Limitations on the natural vegetation to be removed.
 - c. Special provisions for the location, design, and use of structures, sewage treatment systems, watercraft launching and docking areas, and vehicle parking areas.

Subd. F. Compliance. Any use permitted under the terms of a conditional or interim use permit shall be established and conducted in conformity with the requirements of the permit, this Ordinance, and of any conditions required by the County Board. These conditions may be imposed as deemed necessary to protect the public interest and may include but not be limited to matters relating to appearance, lighting, hours of operation and performance characteristics. When appropriate, restrictive covenants may be required for the property to recite these conditions.

Subd. G. Permit Validity. A conditional use permit shall remain in effect for so long as the conditions agreed upon are observed, provided that nothing in this Ordinance shall prevent the County Board from enacting or amending official controls to change the status of conditional uses, and provided that the use has not become inactive. A conditional use shall be considered inactive if the use has ceased, has been discontinued, or has been abandoned for a period of one year.

An interim use permit shall remain in effect until the date or event established through the approval process, so long as the conditions agreed upon are observed.

Subd. H. Finality of Decision; Right of Appeal. All decisions by the County Board in granting conditional or interim use permits, or in hearing appeals from any administrative order, requirement, decision or determination, shall be final except that an aggrieved person or persons, or any department, board or commission of the municipality, township, County or of the State shall have the right to appeal within 30 days, after receipt of notice of the decision, to the District Court in the County in which the land is located on questions of law and fact.

Section 6. Variances and Appeals

Subd. A. Variances. (Amendment 27-F)

1. The Board of Adjustment shall have the authority to allow variances from some of the requirements in this Ordinance, including restrictions placed on nonconformities. Variances shall only be permitted when they are in harmony with the general purposes and intent of this Ordinance in cases when there are practical difficulties in the way of carrying out the strict letter of any official control, when the terms of the variance are consistent with the Carlton County Community-Based Comprehensive Plan, and when the approval of a variance does not allow a use that is otherwise not allowed in the particular zoning district. Practical difficulties, as used in connection with the granting of a variance, means the property owner proposes to use the property in a reasonable manner not permitted by the official controls of this Ordinance. The Board of Adjustment may impose conditions in the granting of variances to ensure compliance and to protect adjacent properties and the public interest.

2. The Board of Adjustment must make all of the following findings in order to grant a variance:

a. The property owner is proposing to use the property in a reasonable manner not permitted by this Ordinance.

b. The practical difficulty is unique to the subject property and is not created by the property owner or prior property owners.

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Cook County Vacation Rental Ordinance Number 62

As Adopted by the Cook
County Commissioners on
May 28, 2019, Amended
October 27, 2020

Cook County Land
Services Department

COOK COUNTY VACATION RENTAL ORDINANCE

Article 1.0 STATUTORY AUTHORIZATION AND POLICY

1.1 Statutory authorization. This ordinance is adopted pursuant to the authorization and policies contained in the County Planning and Zoning enabling legislation in Minn. Stat. chapter 394.

1.2 Purpose and intent.

(a) Cook County has a long history as a tourism and recreational destination. Private vacation rental homes do provide a benefit to Cook County by expanding the numbers and types of lodging facilities available, and by providing additional jobs and revenues. However, the use of residential properties for short-term rental can have potential adverse impacts on neighboring properties, with traffic, parking, noise and trespass issues.

(b) It is the purpose and intent of this Ordinance, consistent with the terms of the Cook County Comprehensive Plan, to continue the allowed use of private vacation rental homes in the identified zone districts, but also mitigate possible adverse impacts to the health, safety, and welfare of surrounding properties through the establishment of a licensing program for the review and approval of vacation rental home operations.

Article 2.0 DEFINITIONS AND GENERAL PROVISIONS

2.1 Definitions. Unless specifically defined below, words or phrases used in this Ordinance shall be interpreted to give them the same meaning they have in common usage and to give this Ordinance its most reasonable application. For the purpose of this Ordinance, the words "must" and "shall" are mandatory and not permissive, and the words "may" and "should" are permissive.

(a) **"Bed and Breakfast"** means an establishment in a residential dwelling that supplies temporary accommodations and a morning meal to overnight guests for a fee where an owner or manager resides on the premises.

(b) **"Parcel"** means a unit of real property that has been given a tax identification number maintained by the County.

(c) **"Vacation Rental"** means any home, cabin, condominium or similar building that is advertised as, or held out to be, a place where sleeping quarters are furnished to the public on a nightly, weekly, or for less than a 30-day time period and is not a bed and breakfast; but excludes similarly-described premises which are managed by and regulated as part of a Hotel or Resort.

2.2 Severability. If any section, clause, provision, or portion of this Ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this Ordinance shall not be affected thereby.

2.3 Jurisdiction. The provisions of this Ordinance apply to all unincorporated areas of Cook County.

ARTICLE 3.0 ANNUAL LICENSE REQUIRED

- 3.1 No Vacation Rental may be operated without a valid Vacation Rental License issued pursuant to this Ordinance.
- 3.2 All existing Vacation Rental operations as of the enactment date of this Ordinance shall be licensed by the County within five months from the effective date of this Ordinance. The enactment date of the ordinance is May 28, 2019. The effective date is January 1, 2020.
- 3.3 All new Vacation Rental operations as of the enactment date of this Ordinance shall obtain a license from the County prior to commencing operations.
- 3.4 A separate Vacation Rental License is required for each unit on a parcel that has Vacation Rental operations conducted in it.
- 3.5 All Vacation Rental Licenses shall expire on the last day of each year. License renewal applications for rental operations in the following year must be submitted between December 1st of the current year and January 31st of the renewal year.

ARTICLE 4.0 LICENSE APPLICATION REQUIREMENTS

- 4.1 **Application Requirements.** The following information shall be provided to the County on the Vacation Rental License application:
 - (a) The name, mailing address, email address and telephone number of the owner of the Vacation Rental home for which the license is to be issued;
 - (b) Physical address and parcel identification number of the Vacation Rental property.
 - (c) The name, address, telephone number and email address of the agent, representative and/or local contact person for the Vacation Rental;
 - (d) Acknowledgement of property liability insurance coverage for the Vacation Rental operation;
 - (e) Demonstration that the Vacation Rental operation has a license issued by the Minnesota Department of Health, or written certification from the property owner that a license is not required by the State of Minnesota, stating the reasons; and
 - (f) All other information that is requested on the Vacation Rental License Application.
- 4.2 **Application Process.** Applications for vacation rental operation licenses may be filled out online at <https://www.co.cook.mn.us/index.php/vacationrentals>

Once the application is received along with the supplemental information and payment of fee, Cook County will issue or deny the license in accordance with the timelines established under Minnesota Statute 15.99, during which time the County may contact the applicant for additional information. If the license is denied, a letter will accompany the denial explaining the reasons for the denial, and the applicant may reapply once the conditions surrounding the application denial are corrected.

Article 5.0 GENERAL REQUIREMENTS

5.1 Zone Districts Allowing Vacation Rentals. Vacation Rental operations are allowed in the following zone districts as described in the Article 4 of the Cook County Zoning Ordinance:

(a) Permitted Use

- Forest/Agriculture Recreation District - 1	FAR-1
- Forest/Agriculture Residential District - 2	FAR-2
- Forest/Agriculture Residential District - 3	FAR-3
- Lake Shore Residential District	LSR
- Single Family Residential District	R-1
- Tofte Mixed Use District	TMU
- Resort Commercial/Residential District	RC/R
- Wildwood Acres Overlay District	WAOD

(b) Conditional or Interim Use

- Lutsen Town Center Residential District	LR-1
- Lutsen Town Center Residential Initiative District	LR-2
- Tofte General Commercial Zone District	TGC

5.2 Prohibitions.

- (a) No Vacation Rental operations will be allowed in recreational vehicles.
- (b) No Vacation Rental operations will be allowed in any accessory structure, except a guest cabin.
- (c) No more than two Vacation Rental Licenses will be issued per parcel in residential zone districts.

5.3 Conformance with Existing Regulations. Vacation Rental operations shall conform to all existing standards listed in Minnesota Statutes and Rules, and County Ordinances with regards to Noise, Sanitation, Parking and Trespass.

5.4 Property Contact Information. The owner, agent, representative or manager of a Vacation Rental operation shall designate and provide information to the County and each renter for a point of contact that would be available 24-hours a day, seven days a week to respond to issues that may arise regarding the Vacation Rental. An owner or manager must respond to a complaint within three hours of being notified of the problem. To “respond” means to acknowledge the notification of an issue, understanding it may take longer to address the issue.

5.5 License Fees. License fees will be established by the Cook County Board of Commissioners and published in the County Fee Schedule. The cost of the license for the initial year of operation of the vacation rental will be pro-rated by quarters of the year depending on when the application for a new Vacation Rental was submitted. Existing Vacation Rental operations that register after the stated deadline for registration will pay the full registration fee and could be subject to an after-the-fact fee if an enforcement action is required to obtain compliance with this Ordinance.

- 5.6 Minnesota Department of Health License.** The MDH requires a lodging license to be issued by their agency prior to an operator renting a home or cabin to the public. It is the operator's responsibility to contact the MDH about their licensing requirements.
- 5.7 Cook County Lodging Tax.** To remain in compliance with the requirements of this ordinance the operator of a Vacation Rental property must submit a report and pay the required Cook County Lodging Tax at intervals specified by the Cook County Auditor. Failure to pay the lodging tax by the required deadline may result in the revocation of the property's Cook County Vacation Rental license.
- 5.8 License Transfer.** The vacation rental license may be transferrable upon the change in ownership of the property provided that the new owner contact information is submitted to the Cook County Land Services Department, so they can be informed of the license requirements.

Article 6.0 ENFORCEMENT

- 6.1 Enforcement.** The Land Services Department shall investigate all violations of this Ordinance, notify the owners of violations and direct the property owner to correct violations within a reasonable period of time. If compliance is not obtained within the time period specified, or if repeat or multiple violations occur, then the license shall be subject to revocation as determined by the Director of Land Services.
- 6.2 Penalties.** Any person, firm or corporation, or agent, employees or contractors of such, who violate, disobey, omit, neglect, refuse to comply with, or who resist enforcement of any of the provisions of this Ordinance may be subject to the forfeiture of their license. Violations of this Ordinance shall be deemed a misdemeanor. Each day that a violation continues to exist shall constitute a separate offence. All fines for violations shall be paid to the County and shall be credited to the General Revenue fund.
- 6.3** An after-the-fact fee can be assessed on property owners who operate a Vacation Rental without a Cook County Vacation Rental License. This fee is listed in the Cook County Fee Schedule approved by the Cook County Board of Commissioners.

Article 7.0 APPEALS

- 7.1 Administrative Appeal -** Appeals from any order, requirement, decision or determination made by the Land Services Department shall be first made to the Administrative Appeals Panel, which consists of the Land Services Director, County Assessor and one County Commissioner.
- 7.2** Appeals from the decisions of the Administrative Appeals Panel may be made to the Cook County Board of Adjustment for further review, and appeals from the decisions of the Cook County Board of Adjustment must be made to the Cook County District Court within 30-days from the receipt of notice of the decision of the appeal panel.

Article 8.0 ADOPTION

The Cook County Vacation Rental Ordinance is hereby adopted by the Cook County Board of Commissioners on this _____ day of _____.

This Ordinance will become effective as of January 1, 2020 and remain effective until December 31, 2022, at which time it will expire and become effective again only through a new public hearing process.

Ginny Storlie, Chair, Cook County Board of Commissioners

ATTEST:

Braidy Powers, Cook County Auditor

EFFECTIVE DATE: _____

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BOARD OF COUNTY COMMISSIONERS
Crow Wing County, Minnesota

DATE: June 9, 2020

Resolution 2020-34

OFFERED BY COMMISSIONERS: Brekken and Houge

AYES: Brekken, Barrows, Houge; NAYS: Koering, Franzen

CROW WING COUNTY SHORT-TERM RENTAL LICENSING ORDINANCE

WHEREAS, in accordance with Minnesota Statute 375.51, a Public Hearing was held on December 31, 2019 to consider approval of a Short-Term Rental Licensing Ordinance, and

WHEREAS, the designated authority for authorizing this ordinance shall be the Land Services Department, and

WHEREAS, the effective date of this ordinance shall be set as January 1, 2021, and

WHEREAS, the licensing fee will be as follows and approved with the 2021 Fee Schedule in December:

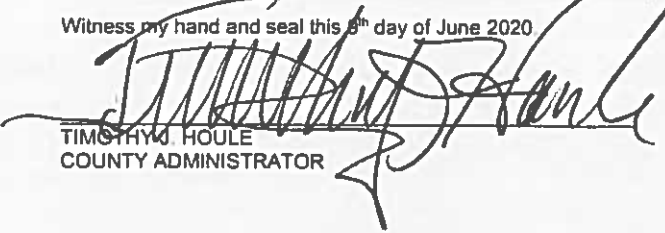
- \$200 – 2 bedroom or less
- \$300 – 3-4 bedroom
- \$400 – 5-6 bedroom
- \$500 – 6+ bedroom

NOW, THEREFORE, BE IT RESOLVED the Board of Commissioners of Crow Wing County, Minnesota, adopts the attached Crow Wing County Short-Term Rental Licensing Ordinance (2002), effective January 1, 2021.

STATE OF MINNESOTA)
COUNTY OF CROW WING) ss

I, Timothy J. Houle, County Administrator, Crow Wing County, Minnesota, hereby certify that I have compared the foregoing copy of the resolution of the county board of said county with the original record thereof on file in the Administration Office, Crow Wing County, Minnesota, as stated in the minutes of the proceedings of said board at a meeting duly held on June 9, 2020, and that the same is a true and correct copy of said original record and of the whole thereof, and that said resolution was duly passed by said board at said meeting.

Witness my hand and seal this 9th day of June 2020.


TIMOTHY J. HOULE
COUNTY ADMINISTRATOR

Crow Wing County Short-Term Rental Licensing Ordinance

PURPOSE, SCOPE, & OBJECTIVES

1.1 Purpose.

It is the purpose and intent of this Ordinance to regulate short-term rentals within Crow Wing County. To continue the allowed use of short term rental units, but also mitigate possible adverse impacts to the health, safety, welfare, and quality of life of surrounding properties, as well as water and environmental quality, through the establishment of a licensing program for the review and approval of short term rental unit operations.

1.2 Scope

Pursuant to Minnesota Statutes 145A.01 -145A.11, Chapter 157, Chapter 327, 375.51 - 375.55 and Minnesota Rules 4625.0100 -4625.2300 relating to lodging establishments, including all subsequent amendments thereto, are hereby adopted by Crow Wing County by reference.

1.3 Objectives.

- To provide and enforce standards for the maintenance of short-term rentals.
- To provide local governance to promote health, safety, and wellness to Crow Wing County citizens and patrons of short-term rentals.

DEFINITIONS AND GENERAL PROVISIONS

2.1 **Definitions.** Unless specifically defined below, words or phrases used in this Ordinance shall be interpreted to give them the same meaning they have in common usage and to give this Ordinance its most reasonable application.

- (a) **"Owner"** means the property owner of record of the real estate located in Crow Wing County.
- (b) **"Owners Authorized Agent"** means a person who has written designation to act on behalf of the owner.
- (c) **"Parcel"** means a unit of real property that has been given a parcel identification number maintained by the County.
- (d) **"Short Term Rental Unit"** means any home, cabin, condominium or similar building that is advertised as, or held out to be, a place where sleeping quarters are furnished to the public on a nightly, weekly, or for less than a 30-day time period and is not a bed and breakfast, resort, hotel or motel.
- (e) **"SSTS"** means "Subsurface sewage treatment system" is either an individual subsurface sewage treatment system as defined in subpart 41 of rule 7080.1100 or a mid-sized subsurface sewage treatment as defined in subpart 4 of rule 7081.0020, as applicable.
- (f) **"Bedroom"** means, an area that is (A)-a room designed or used for sleeping; or (B)-a room or area of a dwelling that has a minimum floor area of 70 square feet with access gained from the living area or living area hallway. Architectural features that affect the use as a bedroom under this item may be considered in making the bedroom determination.

2.2 **Severability.** If any section, clause, provision, or portion of this Ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this Ordinance shall not be affected thereby.

2.3 **Jurisdiction.** The provisions of this Ordinance apply to all areas within the boundaries of Crow Wing County.

ANNUAL LICENSE REQUIRED

3.1 No Short-Term Rental may be operated without a valid Short-Term Rental license issued pursuant to this Ordinance.

3.2 All new Short-Term Rental operations as of the enactment date of this Ordinance shall obtain a license from the County prior to commencing operations.

3.3 A separate Short-Term Rental license is required for each unit on a parcel that has Short-Term Rental operations conducted in it.

3.4 All Short-Term Rental licenses are an annual license and must be renewed each year. License renewal applications for rental operations in the following year must be submitted prior to any rental activity.

3.5 The Owner or Owners Authorized Agent shall permit access to the property and all permitted units at any reasonable time for the purpose of inspection upon request of Crow Wing County.

LICENSE APPLICATION REQUIREMENTS

4.1 **Application Requirements.** The following information shall be provided to the County on the Short-Term Rental license application:

- (a) The name, mailing address, email address and telephone number of the owner of the Short-Term Rental home for which the license is to be issued.
- (b) Physical address and parcel identification number.
- (c) The name, address, telephone number and email address of the Owner's Authorized agent for the Short-Term Rental who is available 24 hours a day.
- (d) All other information that is requested on the Short-Term Rental License Application.
- (e) No application for initial or renewal license will be accepted if there are past due property taxes on the property described in the license application.

4.2 **Application Process.** Applications for Short-Term rental operation licenses may be filled out online at www.crowwing.us.

Once the application is received along with the supplemental information and payment of fee, Crow Wing County will issue or deny the license in accordance with the timelines established under Minnesota Statute 15.99, (60 days) during which time the County may contact the Owner or Owner's Authorized Agent for additional information. If the permit is denied, a letter will accompany the denial explaining the reasons for the denial, and the Owner or Owner's Authorized Agent may reapply once the conditions surrounding the application denial are corrected.

GENERAL REQUIREMENTS

5.1 Septic/Solid Waste

- (a) The short-term rental must be connected to an approved SSTS or served by central sanitary sewer system.
- (b) A valid Certificate of Compliance, which is a certificate that was issued on a new septic system installed within the past 5 years OR a copy of a compliance inspection form which was performed within the past 3 years. Holding tanks are not allowed for rental units.
- (c) At least once every three (3) years thereafter the Owner or Owner's Authorized Agent shall provide an updated certificate of septic testing showing that the system is compliant for the number of bedrooms indicated in the application.
- (d) Disposal of solid waste must comply with Crow Wing County Solid Waste Ordinance, or its successor or replacement.
- (e) Garbage, refuse, or recycling shall be stored completely enclosed within designated refuse containers. The owner or operator of the rental unit shall provide sufficient trash storage containers and service to accommodate the demand of the occupants.

5.2 Occupancy

- (a) The overnight occupancy of a short-term rental shall be limited to no more than four (4) people per bedroom plus one (1) additional persons per unit.
- (b) Use of recreational vehicles, tents, RV's, accessory structures or fish houses to obtain additional occupancy is prohibited.
- (c) Licensee shall not advertise the property as containing any more than the number of bedrooms identified on the license.
- (d) Licensee shall not advertise the property as available to more guests than the occupancy limit identified on the license.
- (e) No more than two Vacation Rental licenses will be issued per parcel

5.3 Noise

- (a) Quiet hours are between the hours of 10 pm to 7 am, Sunday through Thursday; and 12 am to 7 am, Friday and Saturday. The owner of the short-term rental is expected to enforce this rule. Failure to do so may result in enforcement action as provided in section 6.

5.4 Parking

- (a) Parking cannot restrict access by emergency vehicles or the traveling public and shall not impede any ingress or egress of property owner. In addition, parking cannot encroach neighboring properties.

5.5 Property Contact Information. The Owner or the Owner's Authorized Agent shall keep on file, with the county, and shall notify each renter, in writing, of the contact information for the Owner or Owner's Authorized Agent who shall be available 24 hours a day, seven (7) days a week, whenever the property is being rented for short-term rental purposes. The Owner or the Owner's Authorized Agent shall respond to any issue or complaint raised within one (1) hour of any such point of contact being notified of the issue or complaint. Property contact information

shall be accessible to the public 24/7 on the Crow Wing County Website.

5.6 License Fees. License fees will be established by the Crow Wing County Board of Commissioners and published in the County Fee Schedule.

5.7 Minnesota Department of Health License. It is the Owner or Owner's Authorized Agent's responsibility to contact MDH about lodging license requirements. If proof of MDH license is provided, the Crow Wing County licensing fee will be waived, however all other provisions of the ordinance still apply.

5.8 License Transfer. The short-term rental license shall not be transferrable upon any change in ownership of the licensed property, or otherwise.

ENFORCEMENT

6.1 Enforcement. Crow Wing County will investigate all complaints and alleged violations of this Ordinance. Crow Wing County will follow up with all Owners or Owner's Authorized Agents and Complainants within a reasonable period of time. The Owner or Owner's Authorized Agent shall address any substantiated complaints/violations as directed by Crow Wing County. All substantiated complaints/violations not resolved as directed will result in enforcement action as provided in 6.4.

6.2 If three (3) substantiated complaints/violations have occurred at a Short-Term Rental Unit within one year, then the license may be subject to revocation as determined by Crow Wing County.

6.3 The intentional false reporting of a violation of this ordinance shall be considered a violation of this ordinance. The penalty for intentional false reporting of a violation will be \$100.00 for a first offense, \$150.00 for a second offense, and \$1,000.00 for a third or subsequent offense.

6.4 Any Owner or Owner's Authorized Agent who fails to comply with a directive of Crow Wing County as provided in section 6.1: or who violate, disobey, omit, neglect, refuse to comply with, or who resist enforcement of any of the provisions of this Ordinance may be subject to Misdemeanor prosecution, forfeiture of their license, or both.

6.5 Any license revoked under this section will not be reissued for a period of 1 year from the date of revocation.

APPEALS

7.1 Administrative Appeal. Appeals from any order, requirement, decision or determination made by Crow Wing County shall be first made to the County Administrator.

7.2 Appeals of the decision of the County Administrator shall be brought in the District Court of Crow Wing County.

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- (2.) If the proposed temporary dwelling is not a portion of a permitted accessory structure, then it shall be limited to a manufactured home or park model recreational vehicle placed upon temporary footings with trailer tongue, axles, and wheels attached.
- (3.) The temporary dwelling shall meet the dimensional standards for accessory structures.
- f. The occupant(s) of either the temporary second dwelling or the principal dwelling must be family members or a licensed health care provider.
- g. Access to the temporary second dwelling shall be from an existing approach to the public road.
- h. The temporary second dwelling shall be connected to an approved septic treatment system, or connected to the compliant septic treatment system of the primary dwelling if it is sized to accommodate the additional bedrooms of the temporary dwelling, or connected to a central sanitary sewer system (Alexandria Lake Area Sanitary District).
- i. Within one hundred eighty (180) days after the use of the temporary second dwelling for family supportive care ceases, the structure shall be removed from the property or rendered non-inhabitable and converted to an accessory structure that conforms to the standards for accessory structures in the zoning Ordinance for the applicable zoning district, and a land use permit for an accessory structure obtained.
- j. Only one (1) temporary second dwelling shall be permitted per lot/parcel.

U. Private/Vacation Home Rental

1. Purpose and intent

- a. Douglas County and the Alexandria Area have a long history as a tourism and recreational destination. Private/vacation home rentals appear to benefit Douglas County economically in the areas of tourism and real estate. However, the use of residential properties for short-term vacation rental can have a negative impact on neighbors. Through a series of meetings and work sessions, the Douglas County Board of Commissioners identified the following findings concerning private/vacation home rentals:
 - (1.) Private/vacation rentals provide primarily economic benefits to the community that may be realized through tourism revenue, increased sales of vacation properties, increased property values, improved maintenance of properties, all contributing to a greater property tax base.

- (2.) Some behavior of tenants using private/vacation rentals can impact neighboring residents with disruptive or annoying noise; traffic, congestion, and inappropriate parking; and unknowing or purposeful trespass.
 - (3.) Frequent and continuous short-term rental use may affect health and safety of communities through impacts on air quality from campfires, over-use of septic systems, and risky or illegal behaviors.
 - (4.) Inconsistent management, lack of rental policies, and limited communications between owners/managers and renters, neighbors, and regulators can exacerbate issues.
 - (5.) Laws, statutes, and rules that control noise, parking, and trespass have not been widely adopted at the county or township level, and at the state level are largely aimed at criminal activity rather than recurring nuisances.
 - (6.) State and county regulations exist to address health and safety concerns related to short-term lodging, but current definitions exempt private/vacation home rental from the requirements.
- b. The intent of these proposed amendments to the zoning ordinance is to allow the use of private/vacation home rentals in appropriate zoning districts, but establish standards with the intent of mitigating or eliminating potential impacts to the health, safety, general wellbeing of neighboring property owners and tenants. Specifically, the amendments are intended to:
- (1.) Establish basic performance standards for health and safety, and controls to address nuisance issues, that can be enforced through the licensing of private/vacation home rental properties.
 - (2.) Require licensing of private/vacation home rentals to address most health, safety, capacity, and sanitation issues specific to this use.
 - (3.) Establish rental management standards that require owners or managers to be informed and locally available, as well as to proactively communicate with renters, neighbors, and county agencies to ensure the vacation rental is operated in compliance with state and local regulations while maintaining a positive relationship with neighboring homeowners.
 - (4.) Hold rental property owners and managers responsible for guest conduct through clearly defined enforcement measures, the severity of which should increase with the documentation of repeated violations.

2. License/Permits

- a. All uses that meet the definition of private/vacation home rental in Section VIII., shall be licensed by the County (Horizon Public Health), for each year in which the rental use occurs and shall meet all requirements of the applicable sections of the Douglas County Lodging Ordinance.
- b. License holder must post the current license number on all advertisements or web-based reservation service pages.
- c. The following information shall be submitted to Horizon Public Health annually with the license application:
 - (1.) Name and contact information for the local contact, per subpart 4., a., below.
 - (2.) The aerial image of property and features, per subpart 4., c., (4.), below.
 - (3.) A current State/County septic compliance inspection form showing the system to be compliant, if one is present.
- d. A conditional use permit shall be required for private/vacation home rental where:
 - (1.) There is more than one rental unit on a parcel and/or where two (2) or more private/vacation home rentals are on contiguous parcels under common ownership (including immediate family members).
 - (2.) The overnight guest occupancy, in subpart 3., d., will be exceeded.
 - (3.) Events exceed the maximum capacity of persons on the property as set forth in subpart 3., g.

3. General requirements

- a. Noise levels shall not exceed the standards established in MN Rules, chapter 7030, or successor rules. Noise levels shall not exceed 50 dB for more than 30 minutes, as measured at the property line of the rental property, between the hours of 10 pm and 7 am.
- b. Parking shall meet the standards listed herein in Section V., E., and:
 - (1.) Public streets and rights-of-way shall not be used for parking of trailers or overnight parking of vehicles by tenants.
 - (2.) On-site vehicle parking shall be on a designated improved surface (gravel, class-5, asphalt, concrete, pavers).

- (3.) Trailer parking shall be designated and meet setback requirements below.
- (4.) Designated parking shall be set-back 10-ft from property boundaries.
- c. The boundaries of the rental property shall be visually demarcated by signs, a fence, vegetation, landscaping, or other method as approved by the Director.
- d. Overnight guest occupancy is the maximum number of overnight guests allowed at a private/vacation home rental without a conditional use permit. Overnight guest occupancy shall not exceed the lesser of the following limits unless a conditional use permit has been granted to do so:
- (1.) Three (3) overnight guests per bedroom.
- (2.) For a rental property with an individual septic treatment system considered to be substandard under Section VI., D., 2., c., (3.), the maximum number of overnight guests shall not exceed the total treatment capacity of the system in gallons per day divided by 75 gallons per overnight guest. (i.e.; $450\text{gal/day} / 75\text{gal} = 6$ overnight guests)
- (3.) Not more than a total of 12 overnight guests unless a conditional use permit has been issued where such a use is conditionally permitted.
- e. The use of detached or temporary sleeping accommodations such as RVs, tents, fish-houses, campers or others to increase the overnight guest capacity shall be prohibited.
- f. Not more than one private/vacation home rental unit shall be allowed on a parcel. More than one rental unit on the same parcel or single units on contiguous parcels under common ownership shall require a conditional use permit where the use is conditionally permitted.
- g. The property capacity is the total number of overnight guests and visitors allowed to be present on the property at any given time. The property capacity shall not exceed the following thresholds unless a conditional use permit has been granted, as per subpart 2., d., above:
- (1.) Two times (2x) the overnight guest occupancy for properties where neighboring dwellings are 200 ft. or less from the rental dwelling or the property is less than two (2) acres in area.
- (2.) Three times (3x) the overnight guest occupancy for properties where neighboring dwellings are more than 200 ft. from the rental dwelling and the property is two (2) acres or greater in area.

4. Rental Property Management and Notifications

- a. The rental owner, operator, or manager shall designate a local contact who meets the following requirements:
 - (1.) Is available 24 hours per day, seven days per week.
 - (2.) Can respond by phone within 60 minutes and in-person within 120 minutes of notification.
 - (3.) Has administrative authority over the property and guests.
 - (4.) Has knowledge of the vacation rental unit, the property, rental and County rules, standards, and procedures.
- b. The rental owner, operator, or manager shall provide the name and phone number of the contact in subpart a., above, to the County at the time of licensing and to all property owners within 200 ft. of the rental property boundary. Any change of contact or contact information shall be noticed as above to the County and neighbors within 10 days of the change.
- c. The following information shall be posted within the rental unit in a prominent location so as to be easily visible and read by the guests:
 - (1.) The full name and phone number of the owner or operator;
 - (2.) The full name and phone number of the local contact person or local management agent;
 - (3.) Local emergency contact information (police, fire, ambulance, septic maintainer);
 - (4.) Aerial image of the property clearly showing property boundaries, parking areas, shore recreational facilities, garbage receptacles, septic treatment system.
 - (5.) The maximum number of overnight guests and total guest capacity of the property.
 - (6.) The maximum number of parking spaces.
 - (7.) Any applicable County or township ordinances governing noise, parking, pets, or lakes (AIS laws, water surface zoning).
 - (8.) A copy of the Douglas County *Good Neighbor Brochure*.
- d. The total permitted overnight guest occupancy and the total number of persons permitted on the property shall be included on all advertisements or web-based reservation service pages.

- e. Prior to occupancy, the owner, operator, or manager shall:
 - (1.) Obtain the full name, address, and vehicle license plate information from the person renting the property.
 - (2.) Record the number of guests and dates of the rental.
 - (3.) Require the guest(s) to formally acknowledge responsibility for the compliance by all tenants or guests with the applicable laws, rules, and ordinances pertaining to vacation rentals in Douglas County.
 - (4.) Maintain a copy of the above records for one year and make available to the County upon request.

5. Sanitation

- a. The private/vacation home rental shall be served by central sanitary sewer (ALASD) or be connected to a compliant individual septic treatment system (ISTS). If connected to an ISTS, the following shall be required:
 - (1.) A current compliance inspection showing the system to be in compliance with State and local requirements shall be submitted with the application for license with Horizon Public Health.
 - (2.) An operating permit shall be required through the Land & Resource Management Department.
 - (3.) The ISTS shall be pumped not less than annually and records shall be submitted to the County before the end of the calendar year.
- b. Garbage, refuse, or recycling shall be stored completely enclosed within designated refuse containers. The owner or operator of the rental unit shall provide sufficient trash storage containers and service to accommodate the demand of the occupants.

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Boys hockey: Alex native Josh Meyers eager for chance to take Cards to next level

Douglas County Home Center in Alexandria close after nearly 44 years in business

NEWS

County OKs new rules, licenses for vacation rentals

Stricter rules are now in place for private vacation home rentals. On Tuesday, March 6, Douglas County commissioners unanimously approved amendments to the Douglas County Zoning Ordinance and Lodging Ordinance that will now require all private va...

Written By: Celeste Edenloff | Mar 6th 2018 - 4pm.



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However, even though the commissioners approved the licensing, they also delayed enforcement of the overnight guest capacity provision until Oct. 1.

The capacity provision states that the maximum number of overnight guests is three per bedroom and not more than 12 overnight guests, unless a conditional use permit has been issued.

According to Dave Rush, Douglas County Land and Resource Management director, the amendments are being put in place now to get the ball rolling and start educating property owners, but suspending the enforcement until Oct. 1 allows those who already have reservations from renters for this summer to keep them.

Rush stressed that the delayed enforcement is only for the capacity provision and that property owners must meet all other standards.

"Many already have bookings for 2018 and we realized it would be a burden to cancel," Rush said, adding that it was his recommendation to suspend capacity enforcement until Oct. 1. "That should give vacation rental owners time to get through the summer."

The money generated by the fees for the licenses will go to Horizon Public Health, which will monitor and enforce the amendments.

The base fee for the license was set at \$240, plus an additional \$12 fee per bedroom and an \$85 fee for a private well or private septic system. For a three-bedroom home with a private septic system, the total fee would then be \$361. Those fees will have to be paid annually, Rush said.

To apply for license, contact Horizon Public Health, 809 Elm Street, 320-763-6018.

Full details of the vacation rental ordinance are available at the Land and Resources Management department, Horizon Public Health office, Douglas County Public Library and at www.co.douglas.mn.us.

Related Topics

VRBO

VACATION RENTAL BY OWNER

VACATION HOMES

DOUGLAS COUNTY

DAVE RUSH

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- B) They are located more than 200 feet from a dwelling other than that of the owner,
- C) They are located in areas other than shoreland,
- D) They are located more than 50 feet from any watercourse with a defined bottom.
- E) They are located more than 150 feet from any well.
- F) They do not encroach on a wellhead protection area.

Feedlots exceeding 30 animal units may be allowed only under a Conditional Use Permit. (See Article 26.0 Conditional Uses).

Sec. 6.16

Vacation Rental Home: All vacation rental homes shall meet the following minimum requirements:

- A) Rental must be located on a conforming lot. Lots within the North Shore Management Zone which were conforming prior to the May 26, 2006, lot size amendments will be considered a conforming lot for the purpose of a vacation rental home.
- B) Must have valid Certificate of Compliance on file with Lake County. The installation of a flow monitoring device is required. Monthly flow recordings are required and this information must be made available to Planning and Zoning upon request. No holding tanks allowed for rental units.
- C) The owner shall obtain and maintain a MN Department of Health license or Lake County Health Department license, if applicable.
- D) The licensee shall keep a report, detailing use of the home by recording, at a minimum, the name, address, phone number and vehicle license number of overnight guests using the property. A copy of the report shall be provided to Planning and Zoning upon request.
- E) Rental of recreational camping vehicles shall not be allowed.
- F) On premise signs are prohibited.
- G) The owner shall provide a visual demarcation of the property lines as determined by the Planning & Zoning Administrator.
- H) The owner shall post within the rental unit the rules and regulations and an emergency contact person and phone number.
- I) The site shall provide on-site parking sufficient to accommodate the occupants of the rental home.
- J) No more than one dwelling per parcel may be rented. Guest quarters cannot be rented as per Sec.7.06.

ARTICLE 27.0 INTERIM USES

- Sec. 27.00 A permit allowing temporary use of property until a particular date, until the occurrence of a particular event, or until zoning regulations no longer permit it. Any such interim use may be permitted only after a complete application for an Interim Use Permit has been received by the Planning Commission and approved pursuant to the procedures and criteria of this Article.
- Sec. 27.01 Application: Application for an Interim Use Permit shall be made to the Administrator, who, after determining it is complete and not prohibited by Ordinance, shall forward it to the Planning Commission. The applications shall be in form and content as specified by the Planning Commission and shall contain the information required for a Land Use Permit detailed description of the proposed use plus such other data as the Administrator may deem necessary to properly evaluate the application. Incomplete applications shall be returned for completion.
- The costs of special or environmental studies that may be required in conjunction with an Interim Use shall be borne by the applicant. (See Lake County Environmental Review Ordinance #8,).
- Sec. 27.02: Hearing and Notice: Subject to procedure set forth under Conditional Uses, Sec. 26.02.
- Sec. 27.03: General Standards and Criteria: Refer to General Standards and Criteria set forth under Conditional Uses, Sec. 26.03.
- Sec. 27.04: Denial: Subject to procedure set forth under Conditional Uses, Sec. 26.04.
- Sec. 27.05: Termination: An interim use shall expire upon a particular date, until the occurrence of a particular event, or until zoning regulations no longer permit it. Where an interim use does not continue in conformity with the conditions of the original approval, the Planning Commission shall make recommendation to the County Board for termination.
- Sec. 27.06: Special Criteria and Requirements: Certain types of interim uses require special standards. The following special criteria and requirements shall apply to each use as listed:

A) Vacation Rental Home (Refer to Sec. 6.16)

- 1) The initial Interim Use Permit will be valid for one year in order to determine the compliance level of the owner with the conditions of approval. Subsequent renewals shall not be for more than five years. Change in ownership will immediately terminate any Interim Use Permit issued for this use. (The FR Zoning District is exempt from Sec. 27.06 A 1)

- 2) The Planning Commission may impose conditions that will reduce impacts of the proposed use on neighboring properties and nearby waterbodies. Said conditions shall include, but not be limited to fences, vegetative screening along property lines or shoreline, and quiet hours.

B) Extraction and Processing of Sand and Gravel and Other Minerals

Although this section is directed towards the extractive activities, the end goal is reclamation and as such all proposals shall be designed around certain activities permitted prior to site restoration.

- 1) Application required for extraction and processing activities shall be accompanied by:
 - a) A legal description of the proposed site.
 - b) A topographic map (at a minimum contour interval of ten [10] feet) of the proposed site and the area extending beyond the site to a minimum distance of three hundred (300) feet on all sides. The Administrator may require smaller contours depending on the site.
 - c) State description of all phases of the contemplated activity including proposed hours and days of operation and including types of machinery and equipment which will or might be necessary to carry on the operation. Where the operation is to include sand and aggregate washing, the estimated daily quantity of water required, its source and its deposition shall be identified.
 - d) Agreements providing that processing machinery and extractive activity will be located consistent with setback standards for structures.
 - e) A restoration plan and financial guarantee as hereinafter required.
- 2) Compatibility: The Planning Commission shall consider:
 - a) The affect of the proposed operation on the area hydrology and water quality.
 - b) Input from appropriate governmental agencies.
 - c) Relation to the comprehensive plan.
- 3) Duration:
 - a) All extractive use Interim Use Permit holders shall file for administrative review every five (5) years unless stated otherwise by the Planning Commission. An application will be provided for administrative review. The application must be submitted within three (3) months of the expiration of the five (5) year period or any other date imposed by the Planning Commission. The Administrator shall conduct the administrative review by reviewing the progress of the operation, its conformance with the conditions of the permit, restoration efforts completed or underway and anything that may be pertinent to the operation. If the Administrator, during the review, finds the operation is not meeting all of the requirements of the permit or the Land Use Ordinance, the

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ARTICLE FIVE: LAND USE

501 DISTRICTS. The County is divided into districts as shown by the district boundaries on the district map, and as stated in Section 304 and Table 501.

502 MAP. A map entitled "Flood Insurance Study Map" shall be adopted as a part of the Development Ordinance and shall be for examination in the Land Services Office of the County. The map shall include the Flood Insurance Study Map, the Flood Insurance Rate Map Index, and the Flood Insurance Rate Map panels of the Flood Insurance Study Map. The map shall be prepared by the Federal Emergency Management Agency (FEMA) and shall be prepared by the Federal Emergency Management Agency (FEMA) and shall be prepared by the Federal Emergency Management Agency (FEMA).

Ordinance "deregulated" in 2015. More uses are approved uses now that used to be conditional or interim uses.
No board approval req.

503 DISTRICT BOUNDARIES. The district boundaries shall be deemed to follow their lines of roads, streets, and centerlines. Neither the location of such boundaries nor the location of such boundaries shall be determined by the scale of dimensions stated on the district map, or by the fact that it clearly coincides with a property line, she/he shall refuse action, and the Board of Adjustment, upon appeal, shall interpret the location of the district boundary, with a reference to the scale of the district map and the purposes set forth in all relevant provisions of the Development Ordinance.

504 ALLOWED USES. Allowed uses for each district are shown on Table 501. Uses not specifically listed as allowed uses in a district shall be prohibited in that district. All uses shall comply with all applicable state and federal regulations, and shall meet the front, side, and rear setbacks for the district in which the use is located. Additional standards for approval that apply to the allowed uses are specified below. If the additional standards cannot be met, the allowed use may be reviewed and permitted as a conditional use.

504.1 Accessory Structure on a Shoreland Lot without a Dwelling. An accessory structure on a shoreland lot without a dwelling is allowed, provided that the following requirements are met:

- A. The structure is for residential storage use only.
- B. Any external lighting shall be directed downward.
- C. The structure shall not be used as a dwelling.

504.2 Agricultural Animal Units on Sites Less than Ten (10) Acres. Agricultural animals are allowed, providing the following requirements are met. Animal units are calculated by dividing the average animal weight for a species by 1,000 pounds as regulated by Minnesota Rules 7020, or successor rules. For purposes of these

504.9 Communication Tower. A communication tower is an allowed use, provided that the following requirements are met:

- A. The parcel or leased area shall be large enough to accommodate the tower in its collapsed state.
- B. The tower, support structures, and guy wires shall be completely located outside of easements and the road right-of-way.
- C. The tower shall be designed for co-location purposes. Co-location shall be the first option pursued by companies desiring to locate facilities in the County.
- D. Height restrictions do not apply to communication towers; however, all tower construction shall meet federal and state regulations, including those of the Federal Aviation Administration.
- E. Each tower site shall have security fencing or other barrier to prevent access to, and climbing of, the tower by unauthorized persons.

504.10 Craft Retreat or Vacation Rental Home. Vacation rental homes renting for thirty (30) consecutive days or less (except those located within planned unit developments whose legal documents regulate unit rentals) shall be allowed, provided that the following requirements are met:

- A. The owner shall provide a visual demarcation of the property lines as needed to prevent trespass on adjacent properties.
- B. The site shall provide on-site parking sufficient to accommodate the occupants of the vacation rental home. On-site parking shall be on an improved surface (gravel, asphalt, or concrete). Public streets may not be used for parking by guests. Parking shall be set back a minimum of five (5) feet from the property line. Existing parking areas that are closer to the property line may remain until replaced by the property owner/operator.
- C. The owner/operator shall post the rules and regulations, as well as the emergency contact person/phone number within the unit. The name and telephone number of the septic system pumper shall also be posted; the rental agreement shall give the renters authority to contact the pumper if the owner or emergency contact person has not called within four (4) hours of the alarm sounding. The owner shall ensure that the County has the emergency contact person/phone number and septic system pumper.
- D. The owner/operator shall obtain and maintain a Minnesota Department of Health license. If no such license is required, the owner/operator shall provide written confirmation of that fact to the Land Services Office. Operation shall not commence until said license has been provided to the County. Copies of license renewals shall be provided to the County.

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Clay-Wilkin-Otter Tail Public Health
www.co.ottertail.mn.us
claycountymn.gov/

Clay County Public Health
715 North 11th Street, Suite 303
Moorhead, MN 56560
218-299-7195 or 218-299-7216

PLAN REVIEW APPLICATION FOR VACATION HOME RENTAL (VHR) ESTABLISHMENTS

ESTABLISHMENT INFORMATION

Establishment Name:

Establishment Address:

City:

State:

ZIP:

County:

Business Phone:

Service Connections (check all that apply):

- | | |
|--|--|
| ☐ Private Water | ☐ Municipal Water |
| ☐ Private Sewer | ☐ Municipal Sewer |

License # or previously licensed as:

SUBMITTER INFORMATION

Submitter Name:

Mailing Address:

City:

State:

ZIP:

Contact Phone:

Cell Phone:

Email:

OWNER INFORMATION (If different from submitter)

Owner Name:

Mailing Address:

City:

State:

ZIP:

Contact Phone:

Cell Phone:

Email:

Proposed date for start of construction:

Proposed date for completion of construction:

PLAN REVIEW FEE SCHEDULE FOR REMODEL OR ADDITION

Lodging Facilities: (Remodel or Existing - Vacation Home Rental)

Residential Type Lodging: \$250 \$_____

Please make checks payable to:

Clay County Public Health

Total Plan Review Fee Submitted: \$ _____

For Office Use Only:

Inspector Initials: _____

Check #: _____

Plan #: _____

Clay/Wilkin/City of MHD/Otter Tail

Mail or deliver the payment and paperwork to Clay County using the appropriate address on page 3.

DESCRIPTION OF PROJECT/PROPERTY

Provide information on how the property will be managed and maintained.

DOCUMENTS REQUIRED FOR APPLYING

All 3 pages of this application.

Payment for all plan review fees* made payable to: Clay County Public Health.

Standard Requirements:

- ☐ Sq Ft per bedroom (70 sq ft-1 person room, 60 sq ft/person-more than 1 person room)
- ☐ Bed spacing of 3 feet apart
- ☐ Linens & linen storage in clean, dry location (Laundry)
- ☐ Fire/Evacuation route plan/Severe Weather Plan
- ☐ Cleaning & Management Plan
- ☐ Structural/Mechanical good repair
- ☐ Trash pickup plan/ no accumulation of rubbish or brush on grounds
- ☐ Smoke Detectors- Location and number (1 per sleeping area)
- ☐ Fire Extinguishers (ABC Classification)
- ☐ Window size/egress/escapable- (20" w X 20" h, Max 48" from floor prior to July 10, 2007) (20" w X 24" h, Max 44" from floor after July 10, 2007)
- ☐ Minimum of 2 exits from bedrooms
- ☐ GFCI receptacles located and operational. Electrical in good condition.
- ☐ Proof of Insurance
- ☐ Spa/Pool (able to lock out or verify commercial installation)
- ☐ Septic System approved (bedrooms per design)
- ☐ Drinking water test (annual Total Coliform/*E. coli* and nitrate results are required for private wells)
- ☐ Hot Water <130 Degrees F
- ☐ Clearly designated 911 fire code from street

Operational Requirement:

- ☐ Rental of dwelling is to only 1 immediate family for duration of stay.

As defined in the Otter Tail County Shoreland Management Ordinance section 2.79 (1000 feet from lakeshore or 300 feet from river): **Single Family Residence:** "A dwelling unit used by members of 1 immediate family, which may include multiple structures provided they meet impervious surface and sanitation standards and are not rented-out separately."

*The plan review fee is a separate fee from the license fee. After your plan review application has been reviewed and approved, you will receive a license application. Submit the license application and fee to Clay County Public Health to receive your establishment license.

PERSON LICENSE APPLICATION SHOULD BE SENT TO (check one)

☐ Submitter

☐ Owner

VARIANCE REQUEST

- You may apply for a variance (exception) from some parts of Minnesota Rule 4625. Variance request forms are available from the Clay County Public Health Office.

ADDRESS FOR MAILING

Clay County Public Health
715 North 11th Street, Suite 303
Moorhead, MN 56560
218-299-7195 or 218-299-7216
Fax: 218-299-7205

10/11/2017



Clay-Wilkin-Otter Tail County Public Health

www.co.ottertail.mn.us

claycountymn.gov/

Vacation Home Rental checklist items for licensing:

- ☐ Sq Ft per bedroom (70 sq ft-1 person room, 60 sq ft/person-more than 1 person room)
- ☐ Bed spacing of 3 feet apart
- ☐ Linens & linen storage (Laundry)
- ☐ Fire/Evacuation route plan/Severe Weather Plan information available to guests
- ☐ Cleaning & Management Plan
- ☐ Structural/Mechanical good repair
- ☐ Trash pickup plan/ no accumulation of rubbish or brush on grounds
- ☐ Smoke Detectors- Location/number (1 per sleeping area), Carbon Monoxide as needed
- ☐ Fire Extinguishers (ABC Classification)
- ☐ Window size/egress/escapable- (20"x20", Max 48" from floor)
- ☐ Minimum of 2 exits from bedrooms
- ☐ GFCI receptacles where needed and electrical in good condition
- ☐ Proof of Insurance
- ☐ Spa/Pool (able to lock out or verify commercial installation and maintenance schedule)
- ☐ Copy of most recent Septic System parcel permit (describes #bedrooms per design)
- ☐ Drinking water test (annual Total Coliform/*E. coli* and nitrate results are required for private wells) – Test kits available from Otter Tail County or RMB Labs.
- ☐ Hot Water <130 Degrees F
- ☐ Clearly designated 911 fire code from street

Operational Requirement:

- ☐ Rental of dwelling is to only 1 immediate family for duration of stay.

As defined in the Otter Tail County Shoreland Management Ordinance section 2.79:

Single Family Residence: "A dwelling unit used by members of 1 immediate family, which may include multiple structures provided they meet impervious surface and sanitation standards and are not rented-out separately."

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St. Louis County, MN

FACT SHEET

SHORT TERM RENTAL**Proposed Zoning Ordinance 62 Amendments**

Rev. 1.0 (2-2020)

This fact sheet is only a summary fact sheet on the proposed adoption of Short Term Rental, Zoning Ordinance 62 amendments. Review the proposed zoning ordinance 62 amendments for clarification and details.

County Ordinance Administration	St. Louis County is responsible for the administration and enforcement of regulations related to County Ordinance 62 (Zoning), Ordinance 65 (Comprehensive Land Use Plan), Ordinance 60 (Subdivision), Ordinance 61 (On-Site Wastewater), and Ordinance 45 (Solid Waste).	
Ordinance Being Amended	Only Ordinance 62 (Zoning)	
Ordinance 62 Amendments	Proposing adding language for the administration of Short Term Rentals	
Who IS Impacted	Short Term Rentals in Organized and Unorganized Townships where St. Louis County administers the zoning ordinance regulations.	
Who IS NOT Impacted	The following cities administer their own zoning ordinance and the County proposed short term rental ordinance amendments would not impact these short term rental properties located in the following cities: Cities: Aurora, Babbitt, Biwabik, Brookston, Buhl, Chisholm, Cook, Duluth, Ely, Eveleth, Floodwood, Gilbert, Hermantown, Hibbing, Hoyt Lakes, Iron Junction, Kinney, Leonidas, McKinley, Meadowlands, Mountain Iron, Orr, Proctor, Rice Lake, Tower, Virginia, Winton.	
Who's Impacted Notes	Townships: The townships of Duluth, Gnesen, Lakewood, and Midway administer their own local zoning. Residents of these townships should contact their township government for further information.	
Short Term Rental Definition	A short term rental dwelling unit is defined as any home, cabin, condominium or similar building represented to the public as a place where sleeping accommodations are furnished to the public on a nightly or weekly and for less than thirty (30) days basis for compensation.	
Type of Permit (by Zone District)	Performance Standard Permit (Over-the-Counter if all standards can be met) Zone: FAM, MU, SMU, RES*, LSO, LCO	Conditional Use Permit (Planning Commission Review) Zone: COM, SENS
Permit Fee	\$370	\$630
General Standards (See proposed ordinance amendment language for additional details)	1. GENERAL - Post emergency contacts for police, fire, hospital, septic tank pumper, and operator. - Current contact information for person(s) responsible for property management. - Post Aquatic Invasive Species (AIS) prevention guidelines. - Provide a visual demarcation of the property lines. - All local, state, federal requirements followed for taxing, licensing, permitting, etc. - Performance standard permit shall not be transferrable upon a change in ownership. - General liability insurance covering the property and on file with the County. Notes: - If a property is used primarily for rental purposes, then it shall be deemed Commercial Use. - Any violation shall deem a short term rental permit null and void. - Appeals shall be in accordance with Article VIII of Zoning Ordinance 62. 2. Conforming Lot - A Rental dwelling unit must be located on a conforming lot or an existing lot of record. - No more than one rental dwelling unit per parcel may be rented. - More than one rental dwelling unit on the same parcel or single units on contiguous parcels under common ownership shall require a conditional use permit - Department Director may impose additional standards or conditions that will reduce impacts and include but are not limited to fences, vegetative screening along property lines or shoreline and quiet hours. 3. Licenses: Obtain and maintain an applicable Minnesota Department of Health Lodging License and other applicable licenses 4. Taxes: Minnesota tax identification number and others provided to County. 5. Septic/Solid Waste: Sewage treatment must comply with St. Louis County Subsurface Sewage Treatment System Ordinance 61, and adopted Technical Standards or their successor or replacement. Disposal of solid waste must comply with St. Louis County Solid Waste Ordinance 45, or its successor or replacement. 6. Parking: The site shall provide on-site parking sufficient to accommodate the occupants of the rental dwelling unit. No person shall, for the purpose of camping, lodging, or residing therein, leave or park a vehicle or motor vehicle on or within the limits of any road or on any road right-of-way.	
	Separate Conditions May Apply	



St. Louis County, MN

FACT SHEET

SHORT TERM RENTAL

Proposed Zoning Ordinance 62 Amendments

Rev. 1.0 (2-2020)

*Additional Standards (Residential Zone District Only)

Zone: RES

Additional standards being proposed to protect the character of residential areas. In a RES zone district, private residential use should be considered preeminent over non-residential uses.

In RES zone district the following additional standards shall be met:

- Rental dwelling unit must be located on a parcel that meets minimum zoning requirements.
- Minimum buffer of at least 300 feet (as measured from property lines) between each short term rental use.
- All property lines shall be located by a licensed land surveyor, unless there is written agreement filed with the Department between the adjoining property owner and the short term rental permittee/owner/operator.
- Adequate vegetative screening shall be required to screen the use from any shoreline and adjacent property owners. If vegetative screening is not sufficient, the Director may require solid fencing that reduces the visual impact of a use upon adjacent structures or residential uses.

Standards Notes

If standards cannot be met or applicant requests a waiver from conditions, a Conditional Use Permit may be applied for by a property owner.

General Information

Ordinance Effective Date (if Adopted by County Board)

The ordinance is proposed to become effective immediately upon board adoption. To implement, the department will work with short term rental owners and operators to provide education on the new ordinance standards and to become compliant throughout 2020 as applications are received and processed. It is anticipated that county-wide application processing and compliance will be on-going throughout 2020.

MN Department of Health Fee

MN Department of Health Fee: \$175-300.

County On-Site Wastewater

Some properties may require SSTS compliance inspections and/or upgrades to septic systems; fee can vary by private contractor; St. Louis County compliance review and processing fee for compliance inspection \$30.

Planning Commission (PC)

The Planning Commission held a public hearing on October 10, 2019. After public testimony was received, the Planning Commission established an additional 30 day public comment period. The Planning Commission held a second hearing on December 12, 2019. The Planning Commission voted on December 12, 2019 to adopt final changes to the proposed Short Term Rental permitting standards as amendments to Zoning Ordinance 62 and to send the proposed ordinance to the Board with a recommendation that the Board adopt Short Term Rental permitting standards as part of Ordinance 62.

Real Estate Property Classification and Tax

VS

Proposed Short Term Rental Ordinance Amendments

These are two (2) separate topics. If the short term rental ordinance is adopted, it only pertains to land use regulation and does not pertain to property classification or taxes.

As a separate topic (not part of the ordinance amendment), the Minnesota Department of Revenue provided guidance in the spring of 2019 to all Minnesota Assessors on how to classify Short Term Rental property based upon primary use. The County Assessor, in order to comply with the state, needs to determine primary short term rental use. This primary use is different for everyone's situation.

If an owner only rents for a couple weekends a year or even a couple months a year, then their classification would likely remain the same. If the property is primarily used for short-term rental, then it may need to be classified as a 3a Commercial classification for assessment and property tax purposes. The County Assessor's Department will determine the correct classification of your property. If a commercial classification is required, it will be reflected on this year's valuation notice (for the 2020 assessment), which affects the following year's property taxes (payable in 2021). Commercial classification rates do result in higher property taxes than seasonal recreational or residential rates. Please contact the County Assessor's Department regarding any valuation or classification issue.

<https://www.stlouiscountymn.gov/departments-a-z/assessor>



St. Louis County, MN

FACT SHEET

SHORT TERM RENTAL

Proposed Zoning Ordinance 62 Amendments

Rev. 1.0 (2-2020)

FAQ's

Q: I own a short term rental property in Hibbing, will I be impacted by this proposed ordinance amendment?	A: No. St. Louis County does not administer zoning in Hibbing. You would need to follow Hibbing zoning requirements, if any. In fact, any property in a city administering its own zoning will not be impacted.
Q: Will two short term rental properties under different ownership next to each other, in a residentially zoned area, be allowed under the new standards?	A: If two short term rentals in a residentially zoned area are closer than 300 feet (measured from property line to property line), then a Conditional Use Permit (CUP) may be allowed and the Planning Commission (PC) would have the ability to waive the 300 foot standard. A CUP also allows for the PC to add conditions to the permit that could help mitigate any potential effects on the other residents in the neighborhood.
Q: What type of permits are required for other rental properties, such as hotels, resorts or bed & breakfasts?	A: Typically these types of rentals fall into a different category of use and require a Conditional Use Permit and also require state licensure for food, beverage and lodging.
Q: Why are state and county licenses and permits required?	A: Short term rentals in St. Louis County have gone relatively unregulated in the past and the Planning Commission had concern over the safety of those renting short term rental properties. The Minnesota Department of Health has qualified inspectors that review the property for safe and adequate drinking water, sanitation facilities and egress, among other inspections. St. Louis County will be reviewing the use of the property for short term rentals and ensure that parking, lighting, signage, onsite wastewater (septic) treatment and existing structures will be utilized as intended.
Q: If I own lake property, is it true I will be forced to plant trees or build a fence to hide my cabin from the lake?	A: St. Louis County will look at properties to ensure existing ordinance standards regarding vegetative screening and land alterations are being followed.
Q: Will I be required to get a survey of my property?	A: A visual demarcation of your property lines will need to be submitted with your application (for example, a map or sketch of your property) to provide to renters of the property to alleviate trespass on to neighboring properties. If your property is located in a residentially (RES) zoned area a survey may be required; in lieu of a survey, written agreement between adjoining property owners may be submitted.
Q: Will there be an annual fee for a short term rental permit from St. Louis County?	A: Depending on the permit type, the fee will be \$370 for a performance standard permit or \$630 for a Conditional Use Permit. As long as all conditions and standards of the permit are being followed, no additional fees may be required for a St. Louis County short term rental permit. If a property is sold or transferred, a new permit with a new fee will be required. If a property is in violation of St. Louis County ordinances, standards or conditions, then a permit may be revoked and a new permit with a new fee may be required to continue or re-start a short term rental.



Performance Standard Permit Residential Use Class II - Short Term Rental

APPLICATION St. Louis County, Minnesota

Permit #

About: This application is used to apply for a Short Term Rental Permit. Applicants will need to attach all required worksheets, information and attachments in order to process. For more information, see our website at: <http://www.stlouiscountymn.gov/land-use>

PROPERTY IDENTIFICATION NUMBER (PIN) *PIN is found on your Property Tax Statement*

[illegible]

E.g. 123-1234-12345. Primary PIN: Parcel where Structure/SSTS are located. Associated PIN: Additional and/or adjacent property that you own or that is related to the project.
County Land Explorer: <https://gis.stlouiscountymn.gov/landexplorer/> Property Lookup: <https://apps.stlouiscountymn.gov/auditor/parcelinfo2005/frame/>

APPLICANT

Applicant Name (Last, First)		I am a... ☐ Permittee/Operator ☐ Homeowner ☐ Other		Daytime #		Date	
Applicant Address				City		State	
						ZIP	
Applicant Email							
Contact Person				Contact Person #			
Mailing Address (Where to Send Permit)				City		State	
						ZIP	
Email Address (Where to Email Permit)							

SITE INFORMATION

☐ Yes	☐ No	Is there a site address for this property? (If no, the application will be forwarded to 911/Communications to assign one.)
If yes above, please list site address:		
☐ Yes	☐ No	Is this leased property? If yes, leased from: ☐ MN Power ☐ MN DNR ☐ US Forest Service ☐ St Louis County ☐ Other
☐ Yes	☐ No	Do you have written authorization from the leased property owner? If yes, you must attach written authorization form.
How is the property accessed? ☐ Public Road ☐ Private Road ☐ Easement ☐ Water ☐ Other		
(If accessed by easement, easement documentation must be attached.)		

OCCUPANCY INFORMATION

	Total # of bedrooms on property
	Total # of allowed guests

TYPE OF APPLICATION

PLEASE MAKE CHECKS TO: ST. LOUIS COUNTY AUDITOR

☐ Performance Standard Permit: Short Term Rental - \$370

AGREEMENT

By submitting this application, I certify and agree that I am the owner or the authorized agent of the owner of the above property, and that all uses will conform to the provisions of St. Louis County. I further certify and agree that I will comply with all conditions imposed in connection with the approval of the application. Applicants may be required to submit additional property descriptions, property surveys, site plans, building plans and other information before the application is accepted or approved. ***Intentional or unintentional falsification of this application or any attachments thereto will make the application, any approval of the application and any resulting permit invalid.*** I authorize St. Louis County staff to inspect the property to review the application and for compliance inspections. Furthermore, by submitting this application, I release St. Louis County and its employees from any and all liability and claims for damages to person or property in any manner or form that may arise from the approval of the application or any related plans, the issuance of any resulting permit or the subsequent location, construction, alteration, repair, extension, operation or maintenance of the subject matter of the application.

CONTACT: Planning and Community Development Department

Technical Assistance
Toll Free: 1-800-450-9777
Land Use Information
www.stlouiscountymn.gov/landuse

Duluth
Government Services Center
320 West 2nd Street, Suite 301
Duluth, MN 55802
(218) 725-5000

Virginia
Government Services Center
201 South 3rd Avenue West
Virginia, MN 55792
(218) 749-7103

Office Use Only

Receipt # _____
 Receipt Date _____
 Payment Amount _____



St. Louis County, MN

FACT SHEET

SHORT TERM RENTAL**Proposed Zoning Ordinance 62 Amendments**

Rev. 1.0 (2-2020)

This fact sheet is only a summary fact sheet on the proposed adoption of Short Term Rental, Zoning Ordinance 62 amendments. Review the proposed zoning ordinance 62 amendments for clarification and details.

County Ordinance Administration	St. Louis County is responsible for the administration and enforcement of regulations related to County Ordinance 62 (Zoning), Ordinance 65 (Comprehensive Land Use Plan), Ordinance 60 (Subdivision), Ordinance 61 (On-Site Wastewater), and Ordinance 45 (Solid Waste).	
Ordinance Being Amended	Only Ordinance 62 (Zoning)	
Ordinance 62 Amendments	Proposing adding language for the administration of Short Term Rentals	
Who IS Impacted	Short Term Rentals in Organized and Unorganized Townships where St. Louis County administers the zoning ordinance regulations.	
Who IS NOT Impacted	The following cities administer their own zoning ordinance and the County proposed short term rental ordinance amendments would not impact these short term rental properties located in the following cities: Cities: Aurora, Babbitt, Biwabik, Brookston, Buhl, Chisholm, Cook, Duluth, Ely, Eveleth, Floodwood, Gilbert, Hermantown, Hibbing, Hoyt Lakes, Iron Junction, Kinney, Leonidas, McKinley, Meadowlands, Mountain Iron, Orr, Proctor, Rice Lake, Tower, Virginia, Winton.	
Who's Impacted Notes	Townships: The townships of Duluth, Gnesen, Lakewood, and Midway administer their own local zoning. Residents of these townships should contact their township government for further information.	
Short Term Rental Definition	A short term rental dwelling unit is defined as any home, cabin, condominium or similar building represented to the public as a place where sleeping accommodations are furnished to the public on a nightly or weekly and for less than thirty (30) days basis for compensation.	
Type of Permit (by Zone District)	Performance Standard Permit (Over-the-Counter if all standards can be met) Zone: FAM, MU, SMU, RES*, LSO, LCO	Conditional Use Permit (Planning Commission Review) Zone: COM, SENS
Permit Fee	\$370	\$630
General Standards (See proposed ordinance amendment language for additional details)	1. GENERAL - Post emergency contacts for police, fire, hospital, septic tank pumper, and operator. - Current contact information for person(s) responsible for property management. - Post Aquatic Invasive Species (AIS) prevention guidelines. - Provide a visual demarcation of the property lines. - All local, state, federal requirements followed for taxing, licensing, permitting, etc. - Performance standard permit shall not be transferrable upon a change in ownership. - General liability insurance covering the property and on file with the County. Notes: - If a property is used primarily for rental purposes, then it shall be deemed Commercial Use. - Any violation shall deem a short term rental permit null and void. - Appeals shall be in accordance with Article VIII of Zoning Ordinance 62. 2. Conforming Lot - A Rental dwelling unit must be located on a conforming lot or an existing lot of record. - No more than one rental dwelling unit per parcel may be rented. - More than one rental dwelling unit on the same parcel or single units on contiguous parcels under common ownership shall require a conditional use permit - Department Director may impose additional standards or conditions that will reduce impacts and include but are not limited to fences, vegetative screening along property lines or shoreline and quiet hours. 3. Licenses: Obtain and maintain an applicable Minnesota Department of Health Lodging License and other applicable licenses 4. Taxes: Minnesota tax identification number and others provided to County. 5. Septic/Solid Waste: Sewage treatment must comply with St. Louis County Subsurface Sewage Treatment System Ordinance 61, and adopted Technical Standards or their successor or replacement. Disposal of solid waste must comply with St. Louis County Solid Waste Ordinance 45, or its successor or replacement. 6. Parking: The site shall provide on-site parking sufficient to accommodate the occupants of the rental dwelling unit. No person shall, for the purpose of camping, lodging, or residing therein, leave or park a vehicle or motor vehicle on or within the limits of any road or on any road right-of-way.	
	Separate Conditions May Apply	



St. Louis County, MN

FACT SHEET

SHORT TERM RENTAL**Proposed Zoning Ordinance 62 Amendments**

Rev. 1.0 (2-2020)

***Additional Standards**
(Residential Zone District Only)**Zone: RES**

Additional standards being proposed to protect the character of residential areas. In a RES zone district, private residential use should be considered preeminent over non-residential uses.

In RES zone district the following additional standards shall be met:

- Rental dwelling unit must be located on a parcel that meets minimum zoning requirements.
- Minimum buffer of at least 300 feet (as measured from property lines) between each short term rental use.
- All property lines shall be located by a licensed land surveyor, unless there is written agreement filed with the Department between the adjoining property owner and the short term rental permittee/owner/operator.
- Adequate vegetative screening shall be required to screen the use from any shoreline and adjacent property owners. If vegetative screening is not sufficient, the Director may require solid fencing that reduces the visual impact of a use upon adjacent structures or residential uses.

Standards Notes

If standards cannot be met or applicant requests a waiver from conditions, a Conditional Use Permit may be applied for by a property owner.

General Information**Ordinance Effective Date**
(if Adopted by County Board)

The ordinance is proposed to become effective immediately upon board adoption. To implement, the department will work with short term rental owners and operators to provide education on the new ordinance standards and to become compliant throughout 2020 as applications are received and processed. It is anticipated that county-wide application processing and compliance will be on-going throughout 2020.

MN Department of Health Fee

MN Department of Health Fee: \$175-300.

County On-Site Wastewater

Some properties may require SSTS compliance inspections and/or upgrades to septic systems; fee can vary by private contractor; St. Louis County compliance review and processing fee for compliance inspection \$30.

Planning Commission (PC)

The Planning Commission held a public hearing on October 10, 2019. After public testimony was received, the Planning Commission established an additional 30 day public comment period. The Planning Commission held a second hearing on December 12, 2019. The Planning Commission voted on December 12, 2019 to adopt final changes to the proposed Short Term Rental permitting standards as amendments to Zoning Ordinance 62 and to send the proposed ordinance to the Board with a recommendation that the Board adopt Short Term Rental permitting standards as part of Ordinance 62.

Real Estate Property Classification and Tax

VS

Proposed Short Term Rental Ordinance Amendments

These are two (2) separate topics. If the short term rental ordinance is adopted, it only pertains to land use regulation and does not pertain to property classification or taxes.

As a separate topic (not part of the ordinance amendment), the Minnesota Department of Revenue provided guidance in the spring of 2019 to all Minnesota Assessors on how to classify Short Term Rental property based upon primary use. The County Assessor, in order to comply with the state, needs to determine primary short term rental use. This primary use is different for everyone's situation.

If an owner only rents for a couple weekends a year or even a couple months a year, then their classification would likely remain the same. If the property is primarily used for short-term rental, then it may need to be classified as a 3a Commercial classification for assessment and property tax purposes. The County Assessor's Department will determine the correct classification of your property. If a commercial classification is required, it will be reflected on this year's valuation notice (for the 2020 assessment), which affects the following year's property taxes (payable in 2021). Commercial classification rates do result in higher property taxes than seasonal recreational or residential rates. Please contact the County Assessor's Department regarding any valuation or classification issue.

<https://www.stlouiscountymn.gov/departments-a-z/assessor>



St. Louis County, MN

FACT SHEET

SHORT TERM RENTAL

Proposed Zoning Ordinance 62 Amendments

Rev. 1.0 (2-2020)

FAQ's

Q: I own a short term rental property in Hibbing, will I be impacted by this proposed ordinance amendment?	A: No. St. Louis County does not administer zoning in Hibbing. You would need to follow Hibbing zoning requirements, if any. In fact, any property in a city administering its own zoning will not be impacted.
Q: Will two short term rental properties under different ownership next to each other, in a residentially zoned area, be allowed under the new standards?	A: If two short term rentals in a residentially zoned area are closer than 300 feet (measured from property line to property line), then a Conditional Use Permit (CUP) may be allowed and the Planning Commission (PC) would have the ability to waive the 300 foot standard. A CUP also allows for the PC to add conditions to the permit that could help mitigate any potential effects on the other residents in the neighborhood.
Q: What type of permits are required for other rental properties, such as hotels, resorts or bed & breakfasts?	A: Typically these types of rentals fall into a different category of use and require a Conditional Use Permit and also require state licensure for food, beverage and lodging.
Q: Why are state and county licenses and permits required?	A: Short term rentals in St. Louis County have gone relatively unregulated in the past and the Planning Commission had concern over the safety of those renting short term rental properties. The Minnesota Department of Health has qualified inspectors that review the property for safe and adequate drinking water, sanitation facilities and egress, among other inspections. St. Louis County will be reviewing the use of the property for short term rentals and ensure that parking, lighting, signage, onsite wastewater (septic) treatment and existing structures will be utilized as intended.
Q: If I own lake property, is it true I will be forced to plant trees or build a fence to hide my cabin from the lake?	A: St. Louis County will look at properties to ensure existing ordinance standards regarding vegetative screening and land alterations are being followed.
Q: Will I be required to get a survey of my property?	A: A visual demarcation of your property lines will need to be submitted with your application (for example, a map or sketch of your property) to provide to renters of the property to alleviate trespass on to neighboring properties. If your property is located in a residentially (RES) zoned area a survey may be required; in lieu of a survey, written agreement between adjoining property owners may be submitted.
Q: Will there be an annual fee for a short term rental permit from St. Louis County?	A: Depending on the permit type, the fee will be \$370 for a performance standard permit or \$630 for a Conditional Use Permit. As long as all conditions and standards of the permit are being followed, no additional fees may be required for a St. Louis County short term rental permit. If a property is sold or transferred, a new permit with a new fee will be required. If a property is in violation of St. Louis County ordinances, standards or conditions, then a permit may be revoked and a new permit with a new fee may be required to continue or re-start a short term rental.



PROPERTY IDENTIFICATION NUMBER (PIN) *PIN is found on your Property Tax Statement*

E.g. 123-1234-12345. Primary PIN: Parcel where Structure/SSTS are located. Associated PIN: Additional and/or adjacent property that you own or that is related to the project.
County Land Explorer: <https://gis.stlouiscountymn.gov/landexplorer/> Property Lookup: <http://apps.stlouiscountymn.gov/auditor/parcelInfo2005/frame/>

Email Address (Where to Email Permit)

OCCUPANCY INFORMATION

TYPE OF APPLICATION **PLEASE MAKE CHECKS TO: ST. LOUIS COUNTY AUDITOR**

AGREEMENT

By submitting this application, I certify and agree that I am the owner or the authorized agent of the owner of the above property, and that all uses will conform to the provisions of St. Louis County. I further certify and agree that I will comply with all conditions imposed in connection with the approval of the application. Applicants may be required to submit additional property descriptions, property surveys, site plans, building plans and other information before the application is accepted or approved. ***Intentional or unintentional falsification of this application or any attachments thereto will make the application, any approval of the application and any resulting permit invalid.*** I authorize St. Louis County staff to inspect the property to review the application and for compliance inspections. Furthermore, by submitting this application, I release St. Louis County and its employees from any and all liability and claims for damages to person or property in any manner or form that may arise from the approval of the application or any related plans, the issuance of any resulting permit or the subsequent location, construction, alteration, repair, extension, operation or maintenance of the subject matter of the application.

CONTACT: Planning and Community Development Department

Virginia
Government Services Center
201 South 3rd Avenue West
Virginia, MN 55792
(218) 749-7103

Office Use Only
 Receipt # _____
 Receipt Date _____
 Payment Amount _____



Performance Standard Permit

Residential Use Class II - Short Term Rental

WORKSHEET St. Louis County, Minnesota

About: A performance standard permit is authorization given for the use of a short term rental dwelling unit defined as any home, cabin, condominium or similar building represented to the public as a place where sleeping accommodations are furnished to the public on a nightly or weekly and for less than thirty days basis for compensation and is not a planned development, commercial, as defined.

ABOUT THE SHORT TERM RENTAL USE

SHORT TERM RENTAL

☐ Yes	☐ No	Is the property located in one of the following zone districts: Commercial or Sensitive ? If yes, a Conditional Use Permit Application is required.
☐ Yes	☐ No	Is the property located in a Residential zone district? If yes, additional standards apply. (See fact sheet for additional standards)
☐ Yes	☐ No	Is there more than one rental dwelling unit on the same parcel or single units on contiguous parcels under common ownership? If yes, is subject to ordinance requirements for proposed use and a Conditional Use Permit Application may be required.
☐ Yes	☐ No	Do you currently reside at this property?
☐ Yes	☐ No	Is the property used primarily for rental purposes? If yes, shall be deemed a Commercial Use-Class II and subject to ordinance requirements regarding commercial use.

How is the property currently being used?

Please describe the proposed use. (List all structures included with the proposed use)

DESCRIPTION OF YEARLY USE* (Total number of days must equal 365)

	Intended # of days for personal use
	Intended # of days for rental use
	Intended # of days unused

*Primary use of the property for short term rental purposes may affect your property tax classification. Please contact your County Assessor for more information. <https://www.stlouiscountymn.gov/departments-a-z/assessor>

TRAFFIC, PARKING, AND/OR DOCKAGE

☐ Yes	☐ No	Will the proposal generate an increase in traffic? (Boat, snowmobile, truck, bus, car, etc.)
If Yes, how many parking spaces are available on the property? (Please attach on-site parking plan)		

SIGNAGE AND LIGHTING

☐ Yes ☐ No Does your proposal include signage? (Include any off-site signs)

If Yes, please list number of signs, size, location, and illumination of each sign:

☐ Yes ☐ No Will there be lighting (including security lighting) that may be visible from roads, waterways, and adjacent properties?

If Yes, please explain:

REQUIRED POSTINGS

☐ Yes ☐ No Have applicable licenses, rules and regulations and emergency contact information for police, fire, hospital, septic tank pumper, and permittee/owner/operator been posted in a prominent location within the rental unit? (Please attach copies)

If No, please explain:

☐ Yes ☐ No Have Aquatic Invasive Species (AIS) prevention guidelines been posted for watercraft use? (Please attach copy)

If No, please explain:

WASTEWATER TREATMENT

Will wastewater be generated?

☐ Yes ☐ No

If Yes, what type of system will be used to handle wastewater treatment?

☐ Private Septic System

☐ Municipal

☐ Other, please explain:

SOLID WASTE *Check all types of waste generated and describe how you will collect and store waste generated from the Short Term Rental below:*

☐ Household Garbage

☐ Animal Waste

☐ Other

If Other, please explain:

Please describe collection and disposal:

SCREENING

What type of visual screening will be used:

From Roads

From Adjacent Properties

From Lakeshore (if applicable)

☐ Vegetative ☐ Fence ☐ Other

☐ Vegetative ☐ Fence ☐ Other

☐ Vegetative ☐ Fence ☐ Other

Please Describe:

AUTHORIZING AGENCIES

☐ Yes	☐ No	Have you received a Lodging License from the Minnesota Department of Health for this Short Term Rental? (Please attach copy) If No, your application will be returned.
☐ Yes	☐ No	Have you received a Minnesota Tax Identification Number from the Minnesota Department of Revenue for this Short Term Rental? (Please attach copy) If No, your application will be returned.

ADDITIONAL REQUIRED INFORMATION & ATTACHMENTS**1. Electronic Map or Sketch:**

Boundary lines with parcel dimensions.

Existing Buildings (see site sketch form for required information).

If located in a **RES** zone district, property lines shall be located by a licensed land surveyor **OR** a written agreement between the adjoining property owners and the short term rental permittee/owner/operator may be submitted and filed with the Department.**2. Documents:**

Copy of a septic permit to construct or certificate of compliance approval or municipal/sanitary district approval.

Copy of current Minnesota Department of Health Lodging License and other applicable licenses.

Minnesota tax identification number and other applicable identification numbers.

Proof of appropriate liability insurance.

On-site parking plan.

Current contact information for person(s) responsible for property management.

Photo documentation of visual demarcation of the property lines.

Evidence of ownership.

Other information as deemed necessary by the Director.

CONTACT: Planning and Community Development Department**Technical Assistance**

Toll Free: 1-800-450-9777

Land Use Information

www.stlouiscountymn.gov/landuse**Duluth**Government Services Center
320 West 2nd Street, Suite 301
Duluth, MN 55802
(218) 725-5000**Virginia**Government Services Center
201 South 3rd Avenue West
Virginia, MN 55792
(218) 749-7103**Office Use Only**

Receipt # _____

Receipt Date _____

Payment Amount _____

Paid By _____



EMERGENCY CONTACT INFORMATION

Short Term Rental St. Louis County, Minnesota

About: The permittee/owner/operator shall post within the rental unit the rules and regulations and emergency contact information for police, fire, hospital, septic tank pumper, and permittee/owner/operator.

APPLICANT

Name

Address

City

State

ZIP

Email

Contact Person

Contact Person #

Contact Person Email

PROPERTY MANAGEMENT/LOCAL CONTACT

Name

Address

City

ZIP

Email

Contact Person

Contact Person #

Contact Person Email

POLICE

Station Name

Address

City

ZIP

Non-Emergency #

Emergency #

FIRE

Station Name

Address

City

ZIP

Non-Emergency #

Emergency #

HOSPITAL

Name

Address

City

ZIP

Contact #

SEPTIC TANK PUMPER

Name

Address

City

ZIP

Email

Contact Person

Contact Person #

Contact Person Email

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Toll Free: 1-800-450-9777

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Office Use Only

Receipt # _____

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Paid By _____

The sketch is to graphically illustrate your proposed project(s)

Conditional Use Permit (CUP)

Residential Use Class II - Short Term Rental

Permit #

APPLICATION St. Louis County, Minnesota

Permit #

About: This application is used to apply for a Short Term Rental Permit. Applicants will need to attach all required worksheets, information and attachments in order to process. For more information, see our website at: <http://www.stlouiscountymn.gov/land-use>

PROPERTY IDENTIFICATION NUMBER (PIN) *PIN is found on your Property Tax Statement*

[illegible]

E.g. 123-1234-12345. Primary PIN: Parcel where Structure/SSTS are located. Associated PIN: Additional and/or adjacent property that you own or that is related to the project.

County Land Explorer: <https://gis.stouiscountrymn.gov/landexplorer/> Property Lookup: <http://apps.stouiscountrymn.gov/auditor/parcelinfo2005/frame/>

APPLICANT

Applicant Name (Last, First)		I am a... ☐ Permittee/Operator ☐ Homeowner ☐ Other		Daytime #		Date	
Applicant Address				City	State	ZIP	
Applicant Email							
Contact Person				Contact Person #			
Mailing Address (Where to Send Permit)				City	State	ZIP	
Email Address (Where to Email Permit)							

SITE INFORMATION

☐ Yes	☐ No	Is there a site address for this property? (If no, the application will be forwarded to 911/Communications to assign one.)
If yes above, please list site address:		
☐ Yes	☐ No	Is this leased property? If yes, leased from: ☐ MN Power ☐ MN DNR ☐ US Forest Service ☐ St Louis County ☐ Other
☐ Yes	☐ No	Do you have written authorization from the leased property owner? If yes, you must attach written authorization form.
How is the property accessed? ☐ Public Road ☐ Private Road ☐ Easement ☐ Water ☐ Other		
(If accessed by easement, easement documentation must be attached.)		

TYPE OF APPLICATION

PLEASE MAKE CHECKS TO: ST. LOUIS COUNTY AUDITOR

☐ Conditional Use Permit: Short Term Rental - **\$630** ☐ Conditional Use Permit Rehearing: Short Term Rental - **\$200**

AGREEMENT

By submitting this application, I certify and agree that I am the owner or the authorized agent of the owner of the above property, and that all uses will conform to the provisions of St. Louis County. I further certify and agree that I will comply with all conditions imposed in connection with the approval of the application. Applicants may be required to submit additional property descriptions, property surveys, site plans, building plans and other information before the application is accepted or approved. ***Intentional or unintentional falsification of this application or any attachments thereto will make the application, any approval of the application and any resulting permit invalid.*** I authorize St. Louis County staff to inspect the property to review the application and for compliance inspections. Furthermore, by submitting this application, I release St. Louis County and its employees from any and all liability and claims for damages to person or property in any manner or form that may arise from the approval of the application or any related plans, the issuance of any resulting permit or the subsequent location, construction, alteration, repair, extension, operation or maintenance of the subject matter of the application.

CONTACT: Planning and Community Development Department

Technical Assistance Toll Free: 1-800-450-9777 Land Use Information www.stlouiscountymn.gov/land-use	Duluth Government Services Center- 320 West 2 nd Street, Suite 301 Duluth, MN 55802 (218) 725-5000	Virginia Government Services Center 201 South 3 rd Avenue West Virginia, MN 55792 (218) 749-7103	Office Use Only Receipt # _____ Receipt Date _____ Payment Amount _____
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Residential Use Class II - Short Term Rental

WORKSHEET St. Louis County, Minnesota

PERMIT TYPE

☐ Short Term Rental Permit (Requires Conditional Use Approval)

SHORT TERM RENTAL

☐ Yes	☐ No	Is the property located in one of the following zone districts: Commercial or Sensitive ? If yes, a Conditional Use Permit Application is required.
☐ Yes	☐ No	Is the property located in a Residential zone district? If yes, additional standards apply. (See fact sheet for additional standards)
☐ Yes	☐ No	Is there more than one rental dwelling unit on the same parcel or single units on contiguous parcels under common ownership? If yes, is subject to ordinance requirements for proposed use and a Conditional Use Permit Application may be required.
☐ Yes	☐ No	Do you currently reside at this property?
☐ Yes	☐ No	Is the property used primarily for rental purposes? If yes, shall be deemed a Commercial Use-Class II and subject to ordinance requirements regarding commercial use.

How is the property currently being used?

Please describe the proposed use. (List all structures included with the proposed use)

OCCUPANCY INFORMATION

Total # of bedrooms on the property

Total # of allowed guests

DESCRIPTION OF YEARLY USE* (Total number of days must equal 365)

Intended # of days for personal use

Intended # of days for rental use

Intended # of days unused

*Primary use of the property for short term rental purposes may affect your property tax classification. Please contact your County Assessor for more information. <https://www.stlouiscountymn.gov/departments-a-z/assessor>

TRAFFIC, PARKING, AND/OR DOCKAGE

☐ Yes ☐ No Will the proposal generate an increase in traffic? (Boat, snowmobile, truck, bus, car, etc.)

If Yes, how many parking spaces are available on the property? (Please attach on-site parking plan)

SIGNAGE AND LIGHTING

☐ Yes	☐ No	Does your proposal include signage? (Include any off-site signs)
------------------------------	-----------------------------	--

If Yes, please list number of signs, size, location, and illumination of each sign:

☐ Yes	☐ No	Will there be lighting (including security lighting) that may be visible from roads, waterways, and adjacent properties?
------------------------------	-----------------------------	--

If Yes, please explain:

REQUIRED POSTINGS

☐ Yes	☐ No	Have applicable licenses, rules and regulations and emergency contact information for police, fire, hospital, septic tank pumper, and permittee/owner/operator been posted in a prominent location within the rental unit? (Please attach copies)
------------------------------	-----------------------------	---

If No, please explain:

☐ Yes	☐ No	Have Aquatic Invasive Species (AIS) prevention guidelines been posted for watercraft use? (Please attach copy)
------------------------------	-----------------------------	--

If No, please explain:

WASTEWATER TREATMENT

Will wastewater be generated?

☐ Yes ☐ No

If Yes, what type of system will be used to handle wastewater treatment?

☐ Private Septic System

☐ Municipal

☐ Other, please explain:

SOLID WASTE *Check all types of waste generated and describe how you will collect and store waste generated from the Short Term Rental below:*

☐ Household Garbage ☐ Animal Waste ☐ Other

If Other, please explain:

Please describe collection and disposal:

SCREENING

What type of visual screening will be used:

From Roads	From Adjacent Properties	From Lakeshore (if applicable)
☐ Vegetative ☐ Fence ☐ Other	☐ Vegetative ☐ Fence ☐ Other	☐ Vegetative ☐ Fence ☐ Other

Please Describe:

AUTHORIZING AGENCIES

☐ Yes	☐ No	Have you received a Lodging License from the Minnesota Department of Health for this Short Term Rental? (Please attach copy) If No, your application will be returned.
☐ Yes	☐ No	Have you received a Minnesota Tax Identification Number from the Minnesota Department of Revenue for this Short Term Rental? (Please attach copy) If No, your application will be returned.

ADDITIONAL REQUIRED INFORMATION & ATTACHMENTS

1. Electronic Map or Sketch:

Boundary lines with parcel dimensions.

Existing Buildings (see site sketch form for required information).

If located in a **RES** zone district, property lines shall be located by a licensed land surveyor **OR** a written agreement between the adjoining property owners and the short term rental permittee/owner/operator may be submitted and filed with the Department.

2. Documents:

Copy of a septic permit to construct or certificate of compliance approval or municipal/sanitary district approval.

Copy of current Minnesota Department of Health Lodging License and other applicable licenses.

Minnesota tax identification number and other applicable identification numbers.

Proof of appropriate liability insurance.

On-site parking plan.

Current contact information for person(s) responsible for property management.

Photo documentation of visual demarcation of the property lines.

Evidence of ownership.

Other information as deemed necessary by the Director.

CONTACT: Planning and Community Development Department**Technical Assistance**

Toll Free: 1-800-450-9777

Land Use Information

www.stlouiscountymn.gov/landuse**Duluth**

Government Services Center
320 West 2nd Street, Suite 301
Duluth, MN 55802
(218) 725-5000

Virginia

Government Services Center
201 South 3rd Avenue West
Virginia, MN 55792
(218) 749-7103

Office Use Only

Receipt # _____

Receipt Date _____

Payment Amount _____

Paid By _____



EMERGENCY CONTACT INFORMATION

Short Term Rental St. Louis County, Minnesota

About: The permittee/owner/operator shall post within the rental unit the rules and regulations and emergency contact information for police, fire, hospital, septic tank pumper, and permittee/owner/operator.

APPLICANT

Name

Address

City

State

ZIP

Email

Contact Person

Contact Person #

Contact Person Email

PROPERTY MANAGEMENT/LOCAL CONTACT

Name

Address

City

ZIP

Email

Contact Person

Contact Person #

Contact Person Email

POLICE

Station Name

Address

City

ZIP

Non-Emergency #

Emergency #

FIRE

Station Name

Address

City

ZIP

Non-Emergency #

Emergency #

HOSPITAL

Name

Address

City

ZIP

Contact #

SEPTIC TANK PUMPER

Name

Address

City

ZIP

Email

Contact Person

Contact Person #

Contact Person Email

CONTACT: Planning and Community Development Department**Technical Assistance**

Toll Free: 1-800-450-9777

Land Use Information

www.stlouiscountymn.gov/landuse**Duluth**

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201 South 3rd Avenue West
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(218) 749-7103

Office Use Only

Receipt # _____

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Paid By _____

The sketch is to graphically illustrate your proposed project(s)

- *All Structures on the Property and Dimensions
- *All Driveways, Access Roads, and Wetlands
- *All Proposed Structures and Dimensions
- *All Parking Areas
- *All Fencing and Vegetative Screening

- ☐ ***Distance** of Existing/Proposed Structures to Shoreline (Closest Point)
- ☐ ***Distance** of Existing/Proposed Structures to Septic System and Tank
- ☐ ***Distance** of Existing/Proposed Structures to Property Lines
- ☐ ***Distance** of Existing/Proposed Structures to Road Centerline and Right-of Ways

***Applicant Name:**

***Site Address:**

***PIN:**



Sanitary Authority Use Only

Sanitary Review: (To be determined by appropriate sanitary authority.)

Will the proposal, as shown above, negatively impact the SSTS/sanitary line or replacement area? ☐ Yes ☐ No

Sign off:

Signature _____ Title _____



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 19, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1288

DEPARTMENT: Administrative Services

TIME REQUESTED: 15 Minutes

PRESENTER: Mike Liljegren, Vicki Sellner

AGENDA ITEM:

DNR Update on the Canisteo Pit

BOARD ACTION REQUESTED:

Receive an update from the DNR on the Canisteo Pit.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:

INFORMATIONAL - NO ACTION TAKEN



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 19, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1289

DEPARTMENT: Administrative Services

TIME REQUESTED: 15 Minutes

PRESENTER: Max Peters

AGENDA ITEM:

Review Letter of Request, Infrastructure Contribution

BOARD ACTION REQUESTED:

Consider \$6 million rail spur infrastructure contribution for a potential economic development project that would result in \$370 million investment into the City of Cohasset and Itasca County.

BACKGROUND:

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION:

1. City of Cohasset Request
2. Project Frontier Letter of Support

Motion To: Direct County Attorney Matti Adam and County Administrator Brett Skyles to draft and send a letter on behalf of Itasca County to conceptually agree to the project and contribution request pending further discussions and information.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Leo Trunt
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci