



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, March 16, 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	Absent	
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: Approve the agenda, as presented.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, March 9, 2021 County Board Regular Session.

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

V. RECOMMENDED FOR CONSENT AGENDA

1. Approve the submission of a grant proposal to the Minnesota Department of Human Services by ICHHS for the Community Living Infrastructure (CLI) Grant.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 03/23/2021 2:30 PM
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2. Award Contract 59602 - City of Bigfork, Rajala Mill Rd. & Ash Street Road Reconstruction to Casper Construction Inc. in the amount of \$731,743.65 and authorize the required signatures on the contract documents.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 03/23/2021 2:30 PM
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3. Adopt the Resolution Re: MnDOT Detour Agreement No. 1045956, which approves the agreement and authorizes the necessary signatures.

RESULT: RECOMMENDED FOR CONSENT NEXT: 03/23/2021 2:30 PM

4. Set time and date for the Land Department to conduct two (2) oral auctions of earthen materials at the Itasca County Land Department, 1177 LaPrairie Avenue, Grand Rapids, MN as follows and authorize publication: 1) Thursday, April 1, 2021 at 8:30 AM, base royalty of \$1.50 per cubic yard loose volume in NWSW, Section 4, Township 60 N, Range 23 W; and 2) Thursday, April 1, 2021 at 8:45 AM, base royalty of \$1.00 per cubic yard loose volume in SESE Less SW1/4 thereof, Section 2; NWSW, Section 4; S1/2SE1/4, Section 5; all in Township 60 N. Range 23 W.

RESULT: RECOMMENDED FOR CONSENT NEXT: 03/23/2021 2:30 PM

5. Adopt the Resolution Re: Repurchase of Government Lot Two (2), Section Fourteen (14), Township One Hundred Forty-five (145), Range Twenty-six (26) by Paul and Marilyn Schanhaar.

RESULT: RECOMMENDED FOR CONSENT NEXT: 03/23/2021 2:30 PM

6. Approve purchase of Highway Easement over Portions of Tax-Forfeit Land to MN DOT for State Hwy 65 Improvement Project over and across tax-forfeited trust lands in Section 13, Township 56, Range 23, described and shown on the attachments for the appraised value of \$3,000.00 and authorize necessary signatures.

RESULT: RECOMMENDED FOR CONSENT NEXT: 03/23/2021 2:30 PM

7. Approve minutes of the Itasca County Land Classification Committee meeting held March 9, 2021.

RESULT: RECOMMENDED FOR CONSENT NEXT: 03/23/2021 2:30 PM

8. Approve recommended classifications from Itasca County Land Classification Committee meeting held March 9, 2021.

RESULT: RECOMMENDED FOR CONSENT NEXT: 03/23/2021 2:30 PM

9. Award 2021 Tree Planting Contract to Northwoods Forestry Inc. in the amount of \$29,795.37 to be paid from Forest Resources Fund 12 and authorize necessary signatures.

RESULT: RECOMMENDED FOR CONSENT NEXT: 03/23/2021 2:30 PM

10. Award 2021 Site Preparation Contract to Future Forests Inc., in the amount of \$68,395.00 to be paid from Forest Resources Fund 12 and authorize necessary signatures.

RESULT: RECOMMENDED FOR CONSENT NEXT: 03/23/2021 2:30 PM

VI. DISCUSSION / INFORMATIONAL

1. Citizen Input

No citizen input provided.

2. Request for Hiring Authorization

Facilities Management Supervisor Randal Washburn provided information regarding the request to authorize the external posting and hiring of one (1) vacant Custodian position.

RESULT: RECOMMENDED FOR CONSENT NEXT: 03/23/2021 2:30 PM

3. Potential Updates to Interim Policy 20-02: COVID Program for Employees

Human Resources Director Lynn Hart provided information regarding potential updates to the Itasca County Interim Policy 20-02: COVID-19 Program for Employees.

RESULT: RECOMMENDED FOR REGULAR NEXT: 03/23/2021 2:30 PM

4. Tobacco License

Motion To: Approve a new license to sell tobacco products for Kristi and Christopher Reinhardt dba Gods Country Outfitters, 29755 State Hwy 38, Grand Rapids, MN 55744.

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

5. Request for Hiring Authorization

Chief Deputy Auditor/Treasurer Deb Davis provided information regarding the request to authorize hiring of one (1) Clerk Treasurer position in the Auditor/Treasurer's Department.

RESULT: RECOMMENDED FOR CONSENT NEXT: 03/23/2021 2:30 PM

6. Request for Hiring Authorization

Health and Human Services (HHS) 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.

RESULT: RECOMMENDED FOR CONSENT NEXT: 03/23/2021 2:30 PM

7. Approve Construction of Three (3) Canister Site Buildings

Environmental Services Coordinator Greg Stoltz provided information regarding the request to approve the construction of three (3) Canister Site Buildings.

RESULT: RECOMMENDED FOR CONSENT NEXT: 03/23/2021 2:30 PM

8. Public Hearing Rezone Application – 19-008-1203

Motion To: Open the Public Hearing Re: Application to Amend Zoning Map/Rezone, submitted by Todd Major and Pete Stacklie, to rezone parcel 19-008-1203 to Light Industrial Commercial.

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

Motion To: Close the above public hearing.

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

Motion To: Approve the Application to Amend Zoning Map/Rezone, submitted by Todd Major and Pete Stacklie, to rezone parcel 19-008-1203 to Light Industrial Commercial per the Findings of Fact, Conclusions of Law, Order and Resolution.

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

9. Legislative Priority Update

Itasca County Lobbyist Loren Solberg provided a Legislative Priority Update.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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10. Discuss Hiring Freeze

County Administrator Brett Skyles provided information regarding the current Hiring Freeze set to expire in April.

RESULT:	RECOMMENDED FOR REGULAR	NEXT: 04/13/2021 2:30 PM
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VII. COMMITTEE REPORTS

Commissioner Tinquist reported on his attendance of recent Itasca Waters, Jail Committee, Project Frontier, and Land Classification Committee meetings, as well as a meeting with Itasca Economic Development Corporation (IEDC)/Tamara Lowney.

Commissioner DeNucci reported on his attendance of recent Health and Human Services Advisory Board, Land Classification Committee, Safe Routes to School, and Range Riders ATV Club meetings, as well as meetings with Community and Economic Development Associates (CEDA)/Sarah Carling and Itasca Economic Development Corporation (IEDC)/Tamara Lowney. meetings regarding the Marble/Calumet Wastewater Treatment Plant and County Lease Policy and various township and city council meetings.

Commissioner Snyder reported on his attendance of recent City/County Cooperating Committee Land Classification Committee, and Itasca Economic Development Corporation (IEDC) meetings, as well as a meeting with Community and Economic Development Associates (CEDA)/Sarah Carling, meetings regarding Canisteo Mine Pit Outflow, various Transportation and township meetings.

Commissioner Ives reported on his attendance of recent Itasca Economic Development Corporation (IEDC), Downtown Business Association (DBA), and Project Frontier meetings, as well as a meeting with Community and Economic Development Associates (CEDA)/Sarah Carling, a meeting regarding Probation, and various township meetings.

VIII. ADMINISTRATOR UPDATE

County Administrator Brett Skyles thanked Commissioners, Department Heads, and staff for their flexibility in pursuing legislative efforts.

IX. COMMISSIONER COMMENTS

Commissioner Snyder provided comment regarding the Canisteo Mine Pit Outflow project.

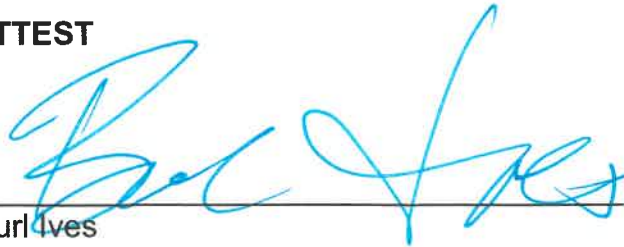
Commissioner DeNucci expressed appreciation for Lobbyist Loren Solberg's Legislative Priority Update.

X. CLOSED SESSIONS

XI. ADJOURN

Chair Ives adjourned the meeting at 4:03 PM.

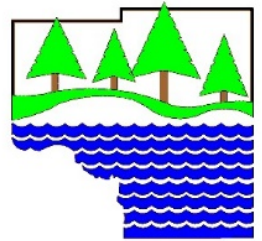
ATTEST



Burl Ives
Chair of the County Board



Brett Skyles
Clerk of the County Board



March 16, 2021

Chair:

PULL: None

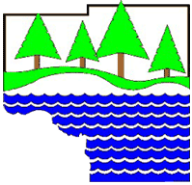
ADDITIONS: None

CHANGES: None

INFORMATIONAL:

1. Item #5.6 – Additional Information

Amanda



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, March 9, 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

VICE-CHAIR STATEMENT

Vice-Chair Snyder provided a statement relative to Minnesota Statute 13D.021 and the procedure for today's meeting.

III. APPROVAL OF AGENDA

Motion To: Pull Item #5.19 (Contract for Fairground Caretaker House Demolition) and add it as Item #6.8, and approve the agenda, as amended.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, March 2, 2021 County Board Work Session.

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

V. CONSENT AGENDA

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

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

1. Approve a Waiver of Conflict of Interest for the Cohasset Manufacturing Facility project and authorize necessary signatures.

2. Approve the Addendum to the Lease Agreement between Itasca County and Independent School District # 318 extending the current lease for the time period of 04/01/2021 - 09/30/2021 and authorize the County Board Chair to sign the lease agreement.
3. Approve the Addendum to the Lease Agreement between Itasca County and Kootasca Community Action, Inc. extending the current lease for the time period of 04/01/2021 - 09/30/2021 and authorize the County Board Chair to sign the lease agreement.
4. Approve the lease agreement between Itasca County and Northeast Minnesota Office of Job Training for the time period of 04/01/2021 - 03/31/2024 and authorize the County Board Chair to sign the lease agreement.
5. Approve the lease agreement between Itasca County and Itasca Medical Care for the time period of 04/01/2021 - 03/31/2024 and authorize the County Board Chair to sign the lease agreement.
6. Approve the lease agreement between Itasca County and Itasca County Health & Human Services for the time period of 04/01/2021 - 03/31/2024 and authorize the County Board Chair to sign the lease agreement.
7. Schedule the 2021 County Board of Appeal and Equalization meeting on Monday, June 14, 2021 at 3:00 pm with 15 minute appointments available from 3:15 until 7:00 pm and on Monday, June 21, 2021, only if necessary, to finalize any items remaining from the initial meeting. No appointments will be scheduled for the Monday, June 21, 2021 meeting.
8. Authorize IT Director/HR to post and fill the open Grade-9 Help Desk position.
9. Adopt the Resolution Re: County Veterans Service Office Operation Enhancement Grant Program, which approves the grant contract and authorizes all necessary signatures and oversight that the funds are disseminated appropriately for the State of Minnesota, Minnesota Department of Veterans Affairs, County Veterans Service Office Operation Enhancement Grant Program in the amount of \$12,500
10. Approve the purchase and installation of a new Dry Chemical System from Brothers Fire & Security in the amount of \$19,249.00
11. Enter into a Utility Relocation Agreement with North Itasca Electric in the amount of \$59,448.40 and authorize the necessary signatures on the documents.
12. Adopt the Resolution Re: MnDOT Cooperative Construction Agreement No. 1044910, which authorizes Itasca County to enter into said agreement.
13. Authorize the County Engineer to enter into a professional technical service contract with WSN to provide bridge design services for culvert/bridge replacements, on CSAH 70 over Trout Creek and the Swan River, and authorize the County Engineer to execute the contract documents.
14. Authorize the County Engineer to enter into a professional technical service contract with Erickson Engineering to provide bridge design services for culvert/bridge replacements on CSAH 68 and CR 439 over Splithand Creek, and authorize the County Engineer to execute the contract documents.
15. Authorize the County Engineer to enter into a professional technical service contract with LHB to provide bridge design services for a bridge replacement on CR 336 over the Prairie River and authorize the County Engineer to execute the contract documents.
16. Award contract 65204 for C.S.A.H. 52 Grading & Aggregate Base to the lowest responsible bidder, Kern and Tabery, Inc., in the amount of \$2,586,916.40 and authorize the required signatures on the contract documents.

17. Adopt the Resolution Re: Repurchase of the North Five Feet (N. 5') of Lot Eighteen (18) and all of Lot Nineteen (19), Block Four (4), SOUTHERN ADDITION TO NASHWAUK to Karen Kingsbury.
18. Adopt the Resolution Re: Approve the Conveyance to the City of Warba, Feeley Township and Sago Township, which amends Resolution 2020-49, dated November 17, 2020 for conveyance of Tax-Forfeited lands for an "Authorized Public Use" of the West 300 Feet of the North 100 Feet of Lot 31, Auditor's Subdivision 18 and that part of the platted Right of Way adjacent thereto and approve purchase of direct county land described as Lot 30, Auditor's Subdivision 18 and that part of the platted Right of Way adjacent thereto for the value of \$30,000.00 plus all associated costs equally to the City of Warba, Feeley Township and Sago Township, each an undivided 1/3 interest, per M.S. 282.01, subd. 1a, par. E and per M.S. 465.035 and authorize necessary signatures.

VI. REGULAR AGENDA

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

Congratulations to Cari Ann Alleman who has promoted from Clerk Treasurer to Elections/Licensing Specialist, Auditor/Treasurer Department effective February 12, 2021.

Congratulations to Justin Whirley who has promoted from Network Telecommunications Specialist to Senior Systems Engineer, MIS Department effective February 21, 2021.

Welcome new employee Zeb Hemsworth, Corrections Deputy, Sheriff Department effective February 22, 2021.

Congratulations to Jeff Braaten who has promoted from GIS Analyst to GIS Coordinator, Survey & Mapping Department effective March 4, 2021.

Welcome new employee Ronda Patton, Public Health Nurse, Health & Human Services Department effective March 8, 2021.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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3. Commissioner Warrants
Motion To: Approve Commissioner Warrants with a check date of March 12, 2021 in the amount of \$392,731.18.

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

4. Legislative Conference Call
A Legislative Conference Call was provided by Representative Spencer Igo and Itasca County Lobbyist Loren Solberg.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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5. Back to School Update

A Back to School Update was provided by Truancy Prevention Program Director Kim Geislinger, ISD #318 Superintendent Matt Grose, Grand Rapids High School Principal Dr. Matt Dass, and ISD #317 Superintendent Dr. Jeff Pesta.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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6. COVID-19 Update

Health and Human Services (HHS) Director Eric Villeneuve 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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7. Agreement for Acquisition of Business

Motion To: Approve the Agreement for Acquisition of Business between Itasca County and Vanity Cleaners, Inc.

RESULT:	APPROVED (4 TO 1)
MOVER:	Commissioner Ben DeNucci
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Ben DeNucci
NAYS:	Burl Ives

8. Contract for Fairground Caretaker House Demolition

Motion To: Authorize the Land Department to offer the property for sale in the open market on a first come, first served basis with terms approved by the Attorney's Office and for a period of time as determined by the Land Commissioner.

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

VII. COMMISSIONER COMMENTS

Commissioner Snyder provided comment regarding the Togo and Willow River correctional facilities and Commissioner DeNucci's efforts in that area, as well as the Local Option Sales Tax (LOST) request.

VIII. CLOSED SESSIONS

IX. ADJOURN

Chair Ives adjourned the meeting at 3:54 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, March 16, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1440

DEPARTMENT: Health & Human Services

TIME REQUESTED: 10 Minutes

PRESENTER: Terri Friesen

AGENDA ITEM:

Community Living Infrastructure (CLI) Grant Application to the Minnesota Department of Human Services (DHS)

BOARD ACTION REQUESTED:

Approve the submission of a grant proposal to the Minnesota Department of Human Services by ICHHS for the Community Living Infrastructure (CLI) Grant.

BACKGROUND:

ICHHS requests Board approval to submit a Community Living Infrastructure (CLI) Grant application to the Minnesota Department of Human Services. This grant application must be submitted by a county or tribal agency, and is a two-year grant, covering 07/01/2021 - 06/30/2023. ICHHS anticipates the total amount requested through this application to be between \$250,000-\$350,000 for the project biennium.

The purpose of the Community Living Infrastructure grant is to support the capacity of counties and tribes to increase and improve opportunities for Minnesotans with disabling conditions and housing instability to live successfully in the community.

This request would not include the hiring of new agency staff. A contracted entity or individual would provide technical guidance and assistance to ICHHS to streamline administration and monitoring of the grant and formalize processes.

The grant is due on April 9, 2021.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

03/16/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 03/23/2021 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 16, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1441

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Rachel Metelak

AGENDA ITEM:

Bid Award for Contract 59602 -City of Bigfork, Rajala Mill Rd. & Ash Street Road Reconstruction

BOARD ACTION REQUESTED:

Award Contract 59602 - City of Bigfork, Rajala Mill Rd. & Ash Street Road Reconstruction to Casper Construction Inc. in the amount of \$731,743.65 and authorize the required signatures on the contract documents.

BACKGROUND:

Bids were opened on March 9, 2021 at 1:00 pm. Results of that bid opening are provided below.

Engineer's Estimate:	\$889,278.75
Casper Construction Inc.:	\$731,743.65
TNT Construction Group, LLC.:	\$788,900.00
KGM Contractors Inc.:	\$946,789.03

Itasca County is the fiscal agent for this project. All costs are paid for by Local Road Improvement Project (LRIP) Funds, Iron Range Resources and Rehabilitation Grant Funds and the City of Deer River. No County funds are associated with this project.

COUNTY ATTORNEY REVIEW: NA

SUPPORTING DOCUMENTATION:

1. CONTRACT 59602 - UNSIGNED

03/16/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 03/23/2021 2:30 PM
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S T A T E O F M I N N E S O T A

C O U N T Y O F I T A S C A

CONTRACT
HIGHWAY CONSTRUCTION

This agreement, made this March 23, 2021, between the County of Itasca in the State of Minnesota, party of the first part, hereinafter called the County, and Casper Construction Inc. of Grand Rapids, MN, party of the second part, hereinafter called the Contractor. Witnesseth, that the Contractor, for and in consideration of the payment or payments herein specified by the County to be made, hereby covenants and agrees to furnish all materials (except such as are specified to be furnished by the County), all necessary tools and equipment and to do and perform all the work and labor in the construction of City of Bigfork, Rajala Mill Rd & Ash Street Road Reconstruction located as shown on approved plans. The price and compensation set forth and specified in the proposal signed by the Contractor and hereto attached are hereby made a part of this agreement. Said work to be done and performed in accordance with the Plans, Specifications, and Special Provisions therefore on file in the office of the County Auditor of said County, which Plans, Specifications, and Special Provisions are hereby made a part of this agreement.

The Contractor further covenants and agrees that he will commence work on or after April 23, 2021, and will have same completed in every respect to the satisfaction and approval of the County, by the following date:

September 17, 2021

IN WITNESS WHEREOF, The County has caused these presents to be executed and the Contractor has hereunto subscribed his name.

Dated at 4:00 P.M., this 23rd, day of March, 2021

County of Itasca

By: _____
Burl Ives, Chairperson County Board

Jeffrey Walker, County Auditor / Treasurer

Contractor

By: _____
Casper Construction Inc. Contractor

Approved as to form and execution this _____ Day of _____, 2021

Matti Adam, County Attorney

Brett Skyles, Clerk of County Board



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 16, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1442

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Karin Grandia

AGENDA ITEM:

MnDOT Detour Agreement No 1045956

BOARD ACTION REQUESTED:

Adopt the Resolution Re: MnDOT Detour Agreement No. 1045956, which approves the agreement and authorizes the necessary signatures.

BACKGROUND:

MnDOT will be performing grading, bituminous milling, bituminous surfacing and culvert replacement construction on Trunk Highway No. 6 from the Cass/Itasca County Line to Highway 2 in the summer of 2021. The project is expected to require approximately two months to complete. A detour route utilizing CSAH 28, CSAH 18 & CSAH 11 is required for the duration of the project. Itasca County will receive compensation for the road life consumed, which is estimated at \$2,739.73. MnDOT has drafted a detour agreement and requires the County to pass a resolution entering into this agreement.

Similar detour agreements have been reviewed and approved by the County Attorney's Office in the past.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. 20210310141845640

03/16/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 03/23/2021 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 16, 2021

RESOLUTION 2021-5

RE: MnDOT DETOUR AGREEMENT NO. 1045956

BE IT RESOLVED, that Itasca County enter into MnDOT Agreement No. 1045956 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the County for the use and maintenance of County State Aid Highway No. 28, County State Aid Highway No. 18 and County State Aid Highway No. 11 as a detour route during the construction to be performed upon, along, and adjacent to Trunk Highway No. 6 from the Cass/Itasca County Line to Trunk Highway No. 2 under State Project No. 3106-24 (T.H. 6=034).

BE IT FURTHER RESOLVED, that the County Board Chair and Clerk to the County Board are authorized to execute the Agreement and any amendments to the Agreement.

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
ITASCA COUNTY
DETOUR AGREEMENT
For Trunk Highway No. 6 Detour**

State Project Number (S.P.):	<u>3106-24</u>	Original Amount Encumbered
Trunk Highway Number (T.H.):	<u>6 = 034</u>	<u>\$2,739.73</u>

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and Itasca County acting through its Board of Commissioners ("County").

Recitals

1. The State is about to perform Grading, Bituminous Milling, Bituminous Surfacing and Culvert Replacement construction upon, along, and adjacent to Trunk Highway No. 6 from the Cass / Itasca County Line to Trunk Highway No. 2 under State Project No. 3106-24 (T.H. 6 = 034); and
2. The State requires a detour to carry T.H. 6 traffic on County State Aid Highway No. 28, County State Aid Highway No. 18 and County State Aid Highway No. 11 during the construction; and
3. The State is willing to reimburse the County for the road life consumed by the detour as hereinafter set forth; and
4. Minnesota Statutes § 471.59, subdivision 10, § 161.25, and § 161.20, subdivision 2(b), authorize the parties to enter into this Agreement.

Agreement

1. Term of Agreement; Incorporation of Exhibits

- 1.1. *Effective Date.*** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. *Expiration Date.*** This Agreement will expire when the State removes all detour signs, returns the temporary Trunk Highway detour to the County, and pays for the detour compensation.

2. Agreement Between the Parties

2.1. *Detour.*

- A. *Location.*** The State will establish the T.H. 6 detour route on the following County roads as detailed in the project plans or Special Provisions:

County State Aid Highway (C.S.A.H.) No. 28, C.S.A.H. 18 and C.S.A.H. 11 for a total distance of 8.28 miles.
- B. *Modification of the Detour Route.*** The State may modify the detour route or may add additional roadways to the official detour during construction. The State will request concurrence from the County for changes to the detour route. If such change increases the States total payment amount over the maximum obligation in Article 3.2, the Agreement will be amended.

- C. **Axle Loads and Over-Dimension Loads.** The County will permit 10-ton axle loads on the detour route. Over-dimension loads will not be permitted except in cases of extreme emergency.
- D. **Traffic Control Devices.** The State may install, maintain, and remove any traffic control devices it considers necessary to properly control the detoured traffic. The State may paint roadway markings, such as the centerline, edge lines, and necessary messages.
- E. **Detour Maintenance.** The State will perform any necessary bituminous patching and ordinary maintenance on the roadway or shoulder of the County roads used for the detour, at no cost or expense to the County. Bituminous patching is defined as any work, including continuous full width overlays, less than 100 feet in length. All State expenditures beyond those required for bituminous patching and ordinary maintenance will be credited against the road life consumed reimbursement due the County.
- F. **Duration.** The State will provide the County with advance notice identifying the dates the State intends to place and remove the detour signing.

2.2. **Basis of State Cost (Road Life Consumed).** The State will reimburse the County for the road life consumed by the detour using the following methods, as set forth in the Detour Management Study Final Report dated January 1991, and updated by MnDOT's Policy on Cost Participation for Cooperative Construction Projects and Maintenance Responsibilities between MnDOT and Local Units of Government.

- A. The "Gas Tax Method" formula, multiplies the Combined Tax Factor per mile times the Average Daily Traffic ("ADT") count of vehicles diverted from the Trunk Highway times the county road length in miles times the duration of the detour in days to determine the State's cost for the road life consumed by the detour. If an ADT changes, the parties will amend the Agreement.
- B. The County may, at its option, perform an "Equivalent Overlay Method" analysis. A State-approved firm, at no cost or expense to the State, must perform the testing and analysis. The County will keep records and accounts to verify any claim it might bring against the State for additional costs using the "Equivalent Overlay Method".

3. Payment

3.1. **For Road Life Consumed.** \$2,739.73 is the State's estimated cost for the road life consumed by the detour based on the data below:

<u>Stage</u>	<u>Tax Factor</u>	<u>ADT</u>	<u>Road Length (Miles)</u>	<u>Duration (Days)</u>	<u>Cost</u>
Stage 1	0.00513	1500	8.28	43	\$2,739.73
Road Life Consumed Amount:					<u>\$2,739.73</u>

The State's total payment for the road life consumed by the detour is equal to the amount computed by using the "Gas Tax Method" formula plus any amount determined by using the "Equivalent Overlay Method" analysis that is in excess of twice the "Gas Tax Method" amount.

3.2. **Maximum Obligation.** \$7,000.00 is the maximum obligation of the State under this Agreement and must not be exceeded unless the maximum obligation is increased by execution of an amendment to this Agreement.

3.3. Conditions of Payment. The State will pay the County the State's total road life consumed payment amount after performing the following conditions.

- A. Execution of this Agreement and the County's receipt of the executed Agreement.
- B. State's encumbrance of the State's total payment amount.
- C. State's removal of all detour signs.
- D. State notifies the County of the removal of the detour signs, and the number of days the detour was in effect.
- E. State's receipt of a written request from the County for payment.

4. Release of Road Restoration Obligations

By accepting the State's road life consumed payment plan and total payment amount, the County releases the State of its obligation, under Minnesota Statutes § 161.25, to restore the county roads used as a T.H. 6 detour to as good of condition as they were before designation as temporary trunk highways.

5. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

5.1. The State's Authorized Representative will be:

Name, Title: Scott Zeidler, Engineering Specialist Senior (or successor)
 Address: 7694 Industrial Park Road 56425
 Telephone: 218-828-5800
 E-Mail: scott.zeidler@state.mn.us

5.2. The County's Authorized Representative will be:

Name, Title: Karin Grandia, Itasca County Engineer (or successor)
 Address: 123 NE 4th St., Grand Rapids, MN 55744
 Telephone: 218-327-2853
 E-Mail: karingrandia@co.itasca.mn.us

6. Assignment; Amendments; Waiver; Contract Complete

- 6.1. Assignment.** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 6.2. Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 6.3. Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 6.4. Contract Complete.** This Agreement contains all prior negotiations and agreements between the State and the County. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

7. Liability

The County and State will be responsible for their own acts and omissions, to the extent authorized by law. Minnesota Statutes § 3.736 governs the State's liability. Minnesota Statutes, Chapter 466 governs the liability of the County.

8. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the County's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

9. Government Data Practices

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

10. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11. Termination; Suspension

11.1. By Mutual Agreement. This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.

11.2. Termination for Insufficient Funding. The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the County. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the County will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

11.3. Suspension. In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance, and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

12. Force Majeure

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

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

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15 and 16C.05.

Signed: _____

Date: _____

SWIFT Purchase Order: 3000574431

ITASCA COUNTY

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Approved:

By: _____
(District Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

INCLUDE COPY OF THE RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

ITASCA COUNTY

RESOLUTION

IT IS RESOLVED that Itasca County enter into MnDOT Agreement No. 1045956 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the County for the use of County State Aid Highway No. 28, County State Aid Highway No. 18 and County State Aid Highway No. 11 as a detour route during the construction to be performed upon, along, and adjacent to Trunk Highway No. 6 from the Cass / Itasca County Line to Trunk Highway No. 2 under State Project No. 3106-24 (T.H. 6 = 034).

IT IS FURTHER RESOLVED that the _____
(Title)

and the _____
(Title)

are authorized to execute the Agreement and any amendments to the Agreement.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Board of Commissioners of Itasca County at an authorized meeting held on the _____ day of _____, 2021, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this _____ day of _____, 2021

Notary Public _____

My Commission Expires _____

(Signature)

(Type or Print Name)

(Title)



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 16, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1421

DEPARTMENT: Land Department
PRESENTER: Michael Gibbons

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Oral Auction of Earthen Materials

BOARD ACTION REQUESTED:

Set time and date for the Land Department to conduct two (2) oral auctions of earthen materials at the Itasca County Land Department, 1177 LaPrairie Avenue, Grand Rapids, MN as follows and authorize publication: 1) Thursday, April 1, 2021 at 8:30 AM, base royalty of \$1.50 per cubic yard loose volume in NWSW, Section 4, Township 60 N, Range 23 W; and 2) Thursday, April 1, 2021 at 8:45 AM, base royalty of \$1.00 per cubic yard loose volume in SESE Less SW1/4 thereof, Section 2; NWSW, Section 4; S1/2SE1/4, Section 5; all in Township 60 N. Range 23 W.

BACKGROUND:

Both of these auctions are for earthen materials associated with the County Road 52 project.

COUNTY ATTORNEY REVIEW: NA

SUPPORTING DOCUMENTATION: None

03/16/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 03/23/2021 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 16, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1430

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Cindy Shevich

AGENDA ITEM:

Application for Repurchase of Tax-Forfeited Parcel by Paul Schanhaar and Marilyn Schanhaar

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Repurchase of Government Lot Two (2), Section Fourteen (14), Township One Hundred Forty-five (145), Range Twenty-six (26) by Paul and Marilyn Schanhaar.

BACKGROUND:

This property forfeited October 31, 2020 for non-payment of property taxes. Itasca County has received payment for all delinquent taxes, penalties, interest and associated costs.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Schanhaar application
2. RBA Schanhaar Map

03/16/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 03/23/2021 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 16, 2021

RESOLUTION

**RE: REPURCHASE OF GOVERNMENT LOT TWO (2), SECTION 14, TOWNSHIP 145, RANGE 26
BY PAUL AND MARILYN SCHANHAAR**

WHEREAS, Minn. Stat. 282.241 provides that the State of Minnesota held in trust for the taxing districts may be repurchased by the owner at the time of forfeiture, or the owner's heir, devisee, or representative, or any person to whom the right to pay taxes was given by statute, mortgage, or other agreement, subject to adoption of a resolution by the County board and payment of the sum of all delinquent taxes, penalties, interest and associated costs, and

WHEREAS, the applicant, Paul and Marilyn Schanhaar, has applied to repurchase State of Minnesota land held in trust for the taxing districts legally described as:
Government Lot Two (2), Section Fourteen (14), Township One Hundred Forty-five (145), Range Twenty-six (26)

WHEREAS, the applicant is eligible to repurchase the property, and

WHEREAS, approving the repurchase will promote the use of lands that will best serve the public interest.

NOW THEREFORE BE IT RESOLVED, the Itasca County Board approves the repurchase application by Paul and Marilyn Schanhaar, subject to payment including taxes, penalties and interest of \$2,717.06; deed tax \$1.65; deed fee \$25.00; recording fee \$46.00; repurchase application fee \$300.00 for a total of \$3,089.71.

APPLICATION FOR REPURCHASE OF FORFEITED LANDS

Pursuant to Minnesota, Statutes Section 282.241

To The Board of County Commissioners and The County Auditor of **Itasca** County, Minnesota:

The undersigned **Paul & Marilyn Schanhaar** hereby makes application to repurchase from the State of Minnesota the following described land, pursuant to Minnesota Statutes, Section 282.241, Said land is situated in said **Itasca** County, Minnesota, and more particularly described as follows:

**Government Lot Two (2)
located in Itasca County
SECTION 14, TOWNSHIP 145, RANGE 26**

Applicant states and shows that at the time of the forfeiture to the State of the said land for taxes hereinafter set out, they were the owners and taxpayers.

That said land forfeited to the State on the 31st day of October, 2020

That such taxes became delinquent 2016 and remained delinquent

and unpaid for the subsequent years of 2016, 2017, 2019, and 2021

That the aggregate of all delinquent taxes and assessments, with penalties, costs and interest, exclusive of taxes and assessments to be reinstated as provided by Minnesota Statutes, Section 282.251, is the sum of **Three Thousand Eighty-nine and 71/100ths Dollars (\$3,089.71)**, which includes (taxes, penalties & interest \$2,717.06; plus deed tax \$1.65; deed issuance fee \$25.00; recording fee \$46.00; application fee \$300.00)

That permission to repurchase said land is hereby requested for the reasons stated as follows:

We were unaware that the taxes were delinquent or not paid. We purchased the land in 1978 as a part of a 3 parcel transaction. Please consider our repurchase and approve the repurchases of Lot 2.

This applicant offers to pay upon such repurchase not less than one-tenth of the aggregate sum of said delinquent taxes and assessments together with penalties and costs, with interest at the rate fixed by law for the respective years computed to the date of repurchase from the time such taxes and assessments became delinquent, and also the sum of taxes and assessments with penalties and costs, with interest at the rate fixed by law for the respective years to the date of repurchase from the time such taxes and assessments would have been delinquent that would have been levied and assessed against such parcel between the date of forfeiture and the date of repurchase, all due and to be computed as set out in the Minnesota Statutes, Section 282.251, and to pay the remaining portion of repurchase price in ten equal annual installments, with the privilege of paying the unpaid balance in full at any time with interest at four percent per annum on the balance remaining unpaid each year.

Dated 3-4, 2021

Applicant

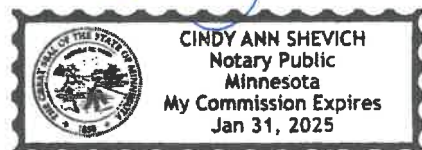
Applicant

**State of Minnesota, } ss.
County of Itasca**

Paul & Marilyn Schanhaar, being duly sworn, deposes and says: that they are the applicants and petitioners in the forgoing petition; that they have read said petition and knows the contents thereof; that the same is true of their own knowledge save as to the matters therein stated on information and belief and as to those matters they believe it to be true.

Subscribed and sworn to before me this

4 day of March, 2021



Repurchase Application by Paul & Marilyn Schanhaar of Deer River, MN



This information is a compilation of data from different sources with varying degrees of accuracy and requires a qualified field survey to verify.

Itasca Geographic Information System
"Decision support through automation"

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No reproduction of this map is allowed by any method
or in any form without written permission.

0 900 1,800 3,600
Feet



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 16, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1431

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Cindy Shevich

AGENDA ITEM:

Approve Highway Easement over Portions of Tax-Forfeit Land to MN DOT for State Hwy 65 Improvement Project

BOARD ACTION REQUESTED:

Approve purchase of Highway Easement over Portions of Tax-Forfeit Land to MN DOT for State Hwy 65 Improvement Project over and across tax-forfeited trust lands in Section 13, Township 56, Range 23, described and shown on the attachments for the appraised value of \$3,000.00 and authorize necessary signatures.

BACKGROUND:

MN DOT is currently improving State Highway 65 and have requested an Easement over portions of 2 tax-forfeited parcels. The State of Minnesota presented an Offer to Sell and Memorandum of Conditions to purchase said Easement for the appraised value of \$3,000.00.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Offer to Sell
2. Hwy Easement
3. Survey Hwy 65 easement acq
4. ADDL INFO Offer to Sell and Hwy Easement

03/16/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 03/23/2021 2:30 PM
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Office of Land Management (2-98)

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION

**OFFER TO SELL AND
MEMORANDUM OF CONDITIONS**

RECOMMENDED FOR APPROVAL

Supervisor of Direct Purchase
APPROVED

By

C.S.: 3111 (65=159) 901 Parcel: 416B County: Itasca

Owners and addresses: State of Minnesota for the benefit of Itasca County, 1177 La Prairie Ave, Grand Rapids, Minnesota, 55744;

For a valuable consideration, on this _____ day of, _____, _____, the undersigned owners hereby offer to sell and convey to the State of Minnesota for a total consideration of _____ Dollars (\$_____) an easement in the real estate or an interest therein situated in Itasca County, Minnesota, described in the copy of the instrument of conveyance hereto attached.

The undersigned parties have this day executed an instrument for the conveyance of the aforesaid real estate or an interest therein to the State of Minnesota, and have conditionally delivered the same to the State of Minnesota, which instrument shall have no effect until and unless this offer to sell and convey is accepted in writing by the Office of Land Management of the Minnesota Department of Transportation within _____ days from the date of this offer. Such notice of acceptance shall be by certified mail directed to the address appearing after our signatures hereto. If this offer is not so accepted within the time limited herein such conveyance shall be of no effect, and said instrument shall forthwith be returned to the undersigned owners.

If this offer is accepted it is mutually agreed by and between the owners and the State as follows:

(1) Possession of the real estate shall transfer to the State _____ days after the date of acceptance. The owners shall have the right to continue to occupy the property or to rent same to the present occupants or others until the date of transfer of possession. Any change in occupancy shall be subject to approval and concurrence by the State. On or before the date for transfer or possession the owners will vacate the real estate and the improvements (if any) located thereon, or cause same to be vacated, remove all personal effects therefrom and have all utilities (if any) shut off by the supplier of same. No buildings appurtenances or other non-personal items or fixtures will be removed from the premises by the owners or renters, including plumbing and heating fixtures, etc. The owners shall notify the Department of Transportation as soon as the improvements are vacated. The owners will maintain the improvements during their period of occupancy and will make all necessary repairs at their own expense. The State's prospective bidders for the purchase or demolition of the improvements on the property shall have the right of entry for inspection purposes during the last 10 days of possession by the owners.

(2) Title to said easement interest shall pass to the State of Minnesota as of the date of said acceptance subject to conditions hereinafter stated.

(3) Buildings (if any) on said real estate shall be insured by the owners against loss by fire and windstorm in the amount of present coverage or if none in force then in an amount not less than the current market value during the entire period of the owners' occupancy of the buildings on the real estate, such policy or policies of insurance to be endorsed to show the State's interest.

(4) If the State of Minnesota is acquiring all or a major portion of the property, mortgages (if any) on the property shall be satisfied in full by the State of Minnesota. The amount paid by the State of Minnesota to satisfy said mortgage(s) shall be deducted from the amount to be paid to the owners under the terms of this agreement. The amount paid by the State of Minnesota to satisfy the mortgage(s) shall include interest on the mortgage(s) to date that payment is made to the mortgage holder.

(5) If the State of Minnesota is acquiring only a minor portion of the property, and the property is encumbered by a mortgage, it shall be the responsibility of the owners to furnish a written consent of mortgagee. Any fee charged by the mortgage holder for the written consent of mortgage must be paid for by the owners.

(6) The owners will pay all delinquent (if any) and all current real estate taxes, whether deferred or not, which are a lien against the property. **Current taxes shall include those payable in the calendar year in which this document is dated.** The owners will also pay in full any special assessments, whether deferred or not, which are a lien against the property. The owners will also be responsible for and will pay in full any pending special assessments. The owners' obligation to pay deferred and pending taxes and assessments shall continue after the sale and shall not merge with the delivery and acceptance of the deed.

(7) If encumbrances, mechanics liens or other items intervene before the date the instrument of conveyance is presented for recording and same are not satisfied or acknowledged by the owners as to validity and amount and payment thereof authorized by the owners, said instrument of conveyance shall be returned to the owners.

(8) Payment to the owners shall be made in the due course of the State's business after payment of taxes, assessments, mortgages and all other liens or encumbrances against said real estate. The owners will not be required to vacate the property until the owners have received payment.

(9) No payments shall be made of any part of the consideration for said sale until marketable title is found to be in the owners and until said instrument of conveyance has been recorded.

(10) The owners hereby acknowledge receipt of a copy of the instrument of conveyance executed by them on this date, and a copy of this offer and memorandum.

(11) It is understood that unless otherwise hereinafter stated the State acquires all appurtenances belonging to the premises including:

OWNERS

STATE OF MINNESOTA FOR THE BENEFIT OF
ITASCA COUNTY

(Address of Owner where acceptance is to be mailed.)

HIGHWAY EASEMENT

C.S. 3111 (65=159) 901
Parcel 416B
County of Itasca

Date: _____

For and in consideration of the sum of _____ Dollars (\$ _____),
State of Minnesota for the benefit of Itasca County, a body politic, Grantors, hereby
convey and warrant to the State of Minnesota, Department of Transportation, Grantee,
together with the unrestricted right to improve the same, free and clear of all encumbrances,
a perpetual easement on and over real property in Itasca County, Minnesota, described as
follows:

All of Tract A described below:

- Tract A. That part of the Southeast Quarter of the Northeast Quarter of Section 13,
Township 56 North, Range 23 West, Itasca County, Minnesota, lying south of
the Duluth, Missabe and Iron Range Railway (also known as the DMIR) railroad
right of way and east of Trunk Highway No. 65 as the same is now located and
established, except the east 484 feet thereof; also excepting therefrom the right
of way of said Trunk Highway No. 65;
- Tract B. Lands covering Tax Parcel No. 18-013-1420 in document No. 508881 located in
the Southeast Quarter of the Northeast Quarter of Section 13, Township 56
North, Range 23 West, Itasca County, Minnesota; except the right of way of
Trunk Highway No. 65 as the same is now located and established;

together with that part of Tract B hereinbefore described, which lies within a distance of 210
feet easterly of Line 1 described below;

- Line 1. Beginning at a point on the south line of said Section 13, distant 281.8 feet east
of the southwest corner of Government Lot 5 of said Section 13, thence

northerly at an angle of 82 degrees 30 minutes from the south line of said Section 13 (measured from west to north) for 97.72 feet; thence deflect to the right at an angle of 07 degrees 10 minutes for 1046.29 feet; thence deflect to the right at an angle of 18 degrees 04 minutes for 802.58 feet; thence deflect to the left on a 03 degree 30 minute curve (delta angle 73 degrees 17 minutes) for 2093.8 feet and there terminating;

containing 0.49 acre, more or less.

Grantor, for themselves, their heirs, successors and assigns, do covenant never to cut, damage, destroy, or remove any tree or shrub or other natural growth upon the hereinbefore described premises for the continuation of this easement; do hereby grant and convey to the State of Minnesota all grasses, shrubs, trees and natural growth now existing on said lands or that may be hereafter planted or grown thereon, and the right to remove and use all earth and other materials lying within the parcel of land hereby conveyed.

The said Grantor does hereby release the State of Minnesota from any claims for damages to the fair market value of the above-described area covered by this easement and for its use, or any claims for damages to the fair market value of the remaining property of Grantor caused by the use of the easement, including grading and removal of materials from said easement area for highway purposes. Notwithstanding the foregoing, Grantor does not release any claims Grantor may have as a result of the negligence of the Grantee, its agents or contractors, in conducting any of the above activities.

STATE OF MINNESOTA FOR THE BENEFIT OF
ITASCA COUNTY

By _____

The _____

STATE OF MINNESOTA)
)SS.
COUNTY OF ITASCA)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____ the _____ of _____ for the State of Minnesota for the benefit of Itasca County, a body politic.

NOTARY PUBLIC

My commission expires: _____

This instrument was drafted by the
State of Minnesota, Department of
Transportation, Legal and Property
Management Unit,
395 John Ireland Blvd.
St. Paul, MN 55155-1800

October 14, 2020

PERMANENT EASEMENT ACQUISITION

Parcel 416B C.S. 3111 (65=159) 901

S.P. 3111-30RW

Legal Description

All of Tract A described below:

- Tract A. That part of the Southeast Quarter of the Northeast Quarter of Section 13, Township 56 North, Range 23 West, Itasca County, Minnesota, lying south of the Duluth, Missabe and Iron Range Railway (also known as the DMIR) railroad right of way and east of Trunk Highway No. 65 as the same is now located and established, except the east 484 feet thereof; also excepting therefrom the right of way of said Trunk Highway No. 65;
- Tract B. Lands covering Tax Parcel No. 18-013-1420 in document No. 508881 located in the Southeast Quarter of the Northeast Quarter of Section 13, Township 56 North, Range 23 West, Itasca County, Minnesota; except the right of way of Trunk Highway No. 65 as the same is now located and established;

together with that part of Tract B hereinbefore described, which lies within a distance of 210 feet easterly of Line 1 described below;

- Line 1. Beginning at a point on the south line of said Section 13, distant 281.8 feet east of the southwest corner of Government Lot 5 of said Section 13, thence northerly at an angle of 82 degrees 30 minutes from the south line of said Section 13 (measured from west to north) for 97.72 feet; thence deflect to the right at an angle of 07 degrees 10 minutes for 1046.29 feet; thence deflect to the right at an angle of 18 degrees 04 minutes for 802.58 feet; thence deflect to the left on a 03 degree 30 minute curve (delta angle 73 degrees 17 minutes) for 2093.8 feet and there terminating;

containing 0.49 acre, more or less.

Control Section: 3111 (65=159) 901

State Project: 3111-30RW

Owner: State of Minnesota (tax)

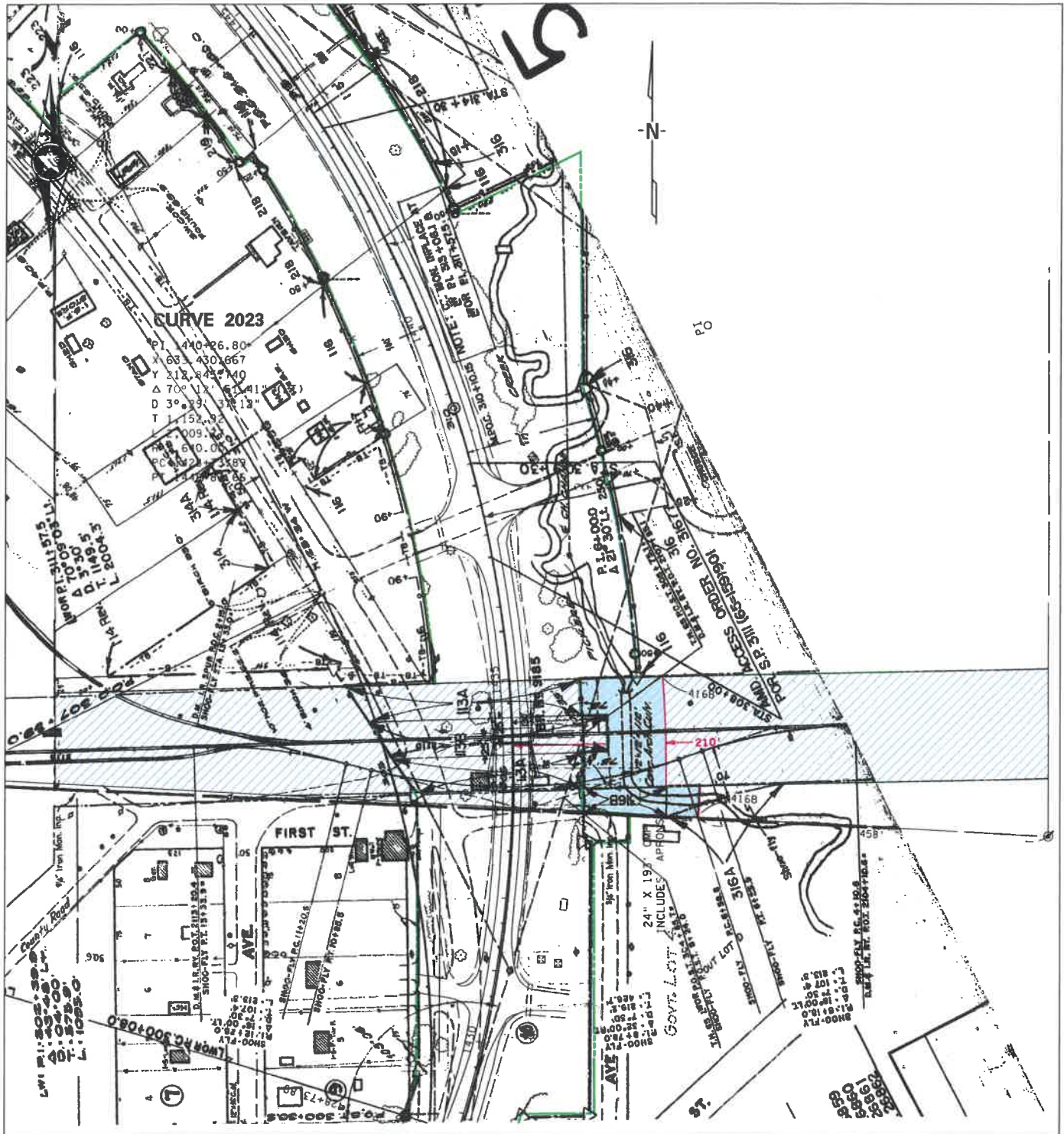
County: Itasca

Parcel Number: 416B

Sheet 1 of 1

Scale 1 inch = 200

ft.




C.S. 3111(65=159)901
S.P. 3111-30
SECTION 13 - TOWNSHIP 56 NORTH - RANGE 23 WEST

PARCEL NUMBER	OWNER	CONTIGUOUS PROPERTY	ENTIRE TRACT WITHOUT ROADS	NEW T.H. R/W	BALANCE	PERMANENT R/W INTEREST
			ACRES	ACRES	ACRES	
416B	State of Minnesota (Tax)	Part of SE1/4 / NE1/4	4.86	0.49	4.37	EASE

Office of Land Management (2-98)

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION

**OFFER TO SELL AND
MEMORANDUM OF CONDITIONS**

RECOMMENDED FOR APPROVAL

Supervisor of Direct Purchase
APPROVED

By

C.S.: 3111 (65=159) 901 Parcel: 416B County: Itasca

Owners and addresses: State of Minnesota for the benefit of Itasca County, 1177 La Prairie Ave, Grand Rapids, Minnesota, 55744;

For a valuable consideration, on this _____ day of, _____, 2021, the undersigned owners hereby offer to sell and convey to the State of Minnesota for a total consideration of Three thousand and 00/100 Dollars (\$3,000.00) an easement in the real estate or an interest therein situated in Itasca County, Minnesota, described in the copy of the instrument of conveyance hereto attached.

The undersigned parties have this day executed an instrument for the conveyance of the aforesaid real estate or an interest therein to the State of Minnesota, and have conditionally delivered the same to the State of Minnesota, which instrument shall have no effect until and unless this offer to sell and convey is accepted in writing by the Office of Land Management of the Minnesota Department of Transportation within 90 days from the date of this offer. Such notice of acceptance shall be by certified mail directed to the address appearing after our signatures hereto. If this offer is not so accepted within the time limited herein such conveyance shall be of no effect, and said instrument shall forthwith be returned to the undersigned owners.

If this offer is accepted it is mutually agreed by and between the owners and the State as follows:

(1) Possession of the real estate shall transfer to the State upon the date of acceptance. The owners shall have the right to continue to occupy the property or to rent same to the present occupants or others until the date of transfer of possession. Any change in occupancy shall be subject to approval and concurrence by the State. On or before the date for transfer or possession the owners will vacate the real estate and the improvements (if any) located thereon, or cause same to be vacated, remove all personal effects therefrom and have all utilities (if any) shut off by the supplier of same. No buildings appurtenances or other non-personal items or fixtures will be removed from the premises by the owners or renters, including plumbing and heating fixtures, etc. The owners shall notify the Department of Transportation as soon as the improvements are vacated. The owners will maintain the improvements during their period of occupancy and will make all necessary repairs at their own expense. The State's prospective bidders for the purchase or demolition of the improvements on the property shall have the right of entry for inspection purposes during the last 10 days of possession by the owners.

(2) Title to said easement interest shall pass to the State of Minnesota as of the date of said acceptance subject to conditions hereinafter stated.

(3) Buildings (if any) on said real estate shall be insured by the owners against loss by fire and windstorm in the amount of present coverage or if none in force then in an amount not less than the current market value during the entire period of the owners' occupancy of the buildings on the real estate, such policy or policies of insurance to be endorsed to show the State's interest.

(4) If the State of Minnesota is acquiring all or a major portion of the property, mortgages (if any) on the property shall be satisfied in full by the State of Minnesota. The amount paid by the State of Minnesota to satisfy said mortgage(s) shall be deducted from the amount to be paid to the owners under the terms of this agreement. The amount paid by the State of Minnesota to satisfy the mortgage(s) shall include interest on the mortgage(s) to date that payment is made to the mortgage holder.

(5) If the State of Minnesota is acquiring only a minor portion of the property, and the property is encumbered by a mortgage, it shall be the responsibility of the owners to furnish a written consent of mortgagee. Any fee charged by the mortgage holder for the written consent of mortgage must be paid for by the owners.

(6) The owners will pay all delinquent (if any) and all current real estate taxes, whether deferred or not, which are a lien against the property. **Current taxes shall include those payable in the calendar year in which this document is dated.** The owners will also pay in full any special assessments, whether deferred or not, which are a lien against the property. The owners will also be responsible for and will pay in full any pending special assessments. The owners' obligation to pay deferred and pending taxes and assessments shall continue after the sale and shall not merge with the delivery and acceptance of the deed.

(7) If encumbrances, mechanics liens or other items intervene before the date the instrument of conveyance is presented for recording and same are not satisfied or acknowledged by the owners as to validity and amount and payment thereof authorized by the owners, said instrument of conveyance shall be returned to the owners.

(8) Payment to the owners shall be made in the due course of the State's business after payment of taxes, assessments, mortgages and all other liens or encumbrances against said real estate. The owners will not be required to vacate the property until the owners have received payment.

(9) No payments shall be made of any part of the consideration for said sale until marketable title is found to be in the owners and until said instrument of conveyance has been recorded.

(10) The owners hereby acknowledge receipt of a copy of the instrument of conveyance executed by them on this date, and a copy of this offer and memorandum.

(11) It is understood that unless otherwise hereinafter stated the State acquires all appurtenances belonging to the premises including: None – vacant land

OWNERS Burl Ives, Chairperson, Itasca County
Board of Commissioners of Itasca County

**STATE OF MINNESOTA FOR THE BENEFIT OF
ITASCA COUNTY**

(Address of Owner where acceptance is to be mailed.)

Itasca County Land Department
1177 LaPrairie Ave.,
Grand Rapids, MN 55744

HIGHWAY EASEMENT

C.S. 3111 (65=159) 901
Parcel 416B
County of Itasca

Date: _____

For and in consideration of the sum of –Three thousand and 00/100– Dollars (\$3,000.00), State of Minnesota for the benefit of Itasca County, a body politic, Grantors, hereby convey and warrant to the State of Minnesota, Department of Transportation, Grantee, together with the unrestricted right to improve the same, free and clear of all encumbrances, a perpetual easement on and over real property in Itasca County, Minnesota, described as follows:

All of Tract A described below:

- Tract A. That part of the Southeast Quarter of the Northeast Quarter of Section 13, Township 56 North, Range 23 West, Itasca County, Minnesota, lying south of the Duluth, Missabe and Iron Range Railway (also known as the DMIR) railroad right of way and east of Trunk Highway No. 65 as the same is now located and established, except the east 484 feet thereof; also excepting therefrom the right of way of said Trunk Highway No. 65;
- Tract B. Lands covering Tax Parcel No. 18-013-1420 in document No. 508881 located in the Southeast Quarter of the Northeast Quarter of Section 13, Township 56 North, Range 23 West, Itasca County, Minnesota; except the right of way of Trunk Highway No. 65 as the same is now located and established;

together with that part of Tract B hereinbefore described, which lies within a distance of 210 feet easterly of Line 1 described below;

- Line 1. Beginning at a point on the south line of said Section 13, distant 281.8 feet east of the southwest corner of Government Lot 5 of said Section 13, thence northerly at an angle of 82 degrees 30 minutes from the south line of said

Section 13 (measured from west to north) for 97.72 feet; thence deflect to the right at an angle of 07 degrees 10 minutes for 1046.29 feet; thence deflect to the right at an angle of 18 degrees 04 minutes for 802.58 feet; thence deflect to the left on a 03 degree 30 minute curve (delta angle 73 degrees 17 minutes) for 2093.8 feet and there terminating;

containing 0.49 acre, more or less.

Grantor, for themselves, their heirs, successors and assigns, do covenant never to cut, damage, destroy, or remove any tree or shrub or other natural growth upon the hereinbefore described premises for the continuation of this easement; do hereby grant and convey to the State of Minnesota all grasses, shrubs, trees and natural growth now existing on said lands or that may be hereafter planted or grown thereon, and the right to remove and use all earth and other materials lying within the parcel of land hereby conveyed.

The said Grantor does hereby release the State of Minnesota from any claims for damages to the fair market value of the above-described area covered by this easement and for its use, or any claims for damages to the fair market value of the remaining property of Grantor caused by the use of the easement, including grading and removal of materials from said easement area for highway purposes. Notwithstanding the foregoing, Grantor does not release any claims Grantor may have as a result of the negligence of the Grantee, its agents or contractors, in conducting any of the above activities.

STATE OF MINNESOTA FOR THE BENEFIT OF
ITASCA COUNTY

By Burl Ives

The Chairperson, Itasca County Board of Commissioners

STATE OF MINNESOTA)
)SS.
COUNTY OF ITASCA)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by Burl Ives the _____ Chairperson, Itasca County Board Commissioners of _____ County of Itasca for the State of Minnesota for the benefit of Itasca County, a body politic.

NOTARY PUBLIC

My commission expires: _____

This instrument was drafted by the
State of Minnesota, Department of
Transportation, Legal and Property
Management Unit,
395 John Ireland Blvd.
St. Paul, MN 55155-1800



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 16, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1435

DEPARTMENT: Land Department

PRESENTER: Cindy Shevich

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:

Approve Minutes of Land Classification Committee Meeting

BOARD ACTION REQUESTED:

Approve minutes of the Itasca County Land Classification Committee meeting held March 9, 2021.

BACKGROUND:

The Land Classification Committee reviews and classifies newly forfeited, sale requested and recommended tax forfeited land. The Committee consists of the County Board Members with the Land Commissioner as a non-voting ex-officio member.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. 21-3-9 Land Class Meeting Minutes

03/16/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 03/23/2021 2:30 PM
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**LAND CLASSIFICATION COMMITTEE MEETING
MINUTES
MARCH 9, 2021**

County Board Vice-Chair Terry Snyder called the meeting to order at 10:00 A.M. Vice-Chair Snyder provided a statement relative to Minnesota Statute 13D.021 and the procedure for today's meeting.

Land Classification Committee Members Present: Land Commissioner Kory Cease; Commissioners Davin Tinquist (District #1); Terry Snyder (District #2); Leo Trunt (District #3); via telephone, Burl Ives (District #4); and Ben DeNucci (District #5) joined the meeting at 10:30 a.m.

County Departments Represented: Guy Carlson, County Surveyor; Michael Gibbons and Cindy Shevich, Land Department.

Taxpayer requester present: Gerald Bloch.

The Land Classification Committee reviewed thirty-eight (38) parcels for classification, including thirty-one (31) new forfeitures, five (5) requested parcels, and two (2) recommended parcels. Of the thirty-eight (38) parcels, twenty-one (21) platted and seventeen (17) were unplatted.

Meeting was adjourned at 11:48 a.m.

Respectfully Submitted,

Cindy Shevich
Real Estate Specialist



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 16, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1436

DEPARTMENT: Land Department

PRESENTER: Cindy Shevich

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:

Approve Classifications of Tax-Forfeited Land

BOARD ACTION REQUESTED:

Approve recommended classifications from Itasca County Land Classification Committee meeting held March 9, 2021.

BACKGROUND:

The Land Classification Committee reviews and classifies newly forfeited, sale requested and recommended tax-forfeited land. The Committee consists of the Itasca County Board Members with the Land Commissioner as a non-voting ex-officio member. Upon County Board approval of recommended classifications, the Land Department will proceed with preparing for land sale.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. 2021 LAND CLASS RESULTS
2. Classification Codes

03/16/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 03/23/2021 2:30 PM
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2021 LAND CLASSIFICATION MEETING

TRACT	ACRES	PID	DISTRICT NAME	SEC	TWP	RGE	LEGAL DESCRIPTION	Waterfront footage and water body	LC RESULT	REASON
1	9.9	05-013-3303	COHASSET CITY	13	56	26	UND 16/48 INT IN W. 330' SW SW	YES	Provisionally Retain	A,E,R,S,W
2	39.3	06-018-3400	BEARVILLE TWP	18	61	22	UND 1/2 INT IN SE SW		REPURCHASED	
3	32.72	10-013-2210	CARPENTER TWP	13	62	22	NW NW LESS W. 400' OF S 218' & LESS REV 1		Dispose/Non- Conservation	N,S,I
4	37.88	11-115-3101	DEER RIVER TWP	15	57	27	NE SW LESS M & R RR R/W		REPURCHASED	
5	0.4	22-013-1203	LAKE JESSIE TWP	13	148	25	REV DESC 2 OF LOT 2	YES	Dispose/Non- Conservation	N,S,I
6	13.9	23-009-4102	LAWRENCE TWP	9	57	24	S 462' OF NE SE		Dispose/Non- Conservation	N,S
7	39.5	29-131-4100	MORSE TWP	31	145	25	NE SE		FORFEITURE REVERSED	
8	2.4	30-019-2303	NASHWAUK TWP	19	57	22	REV DESC 1 & E 208' OF W 1127.60' OF LOT 2, LYG SW OF HWY 65		Dispose/Non- Conservation	N,S
9	6.5	43-010-3410	WIRT TWP	10	149	26	LOT 8 LYG W OF PLAT OF STANLEY EXC REV DESC 1, 2 & 3, & EXC S 208' OF W 208' OF E 921.2' & EXC E 713.2' OF LOT 8 LYG S OF C/L OF OLD R/W OF SIMPSON RY	YES	Dispose/Non- Conservation	N,S,I
10	4.0	43-023-2101	WIRT TWP	23	149	26	S400' OF N925' OF E435.60' NE NW		Dispose/Non- Conservation	N,S
11	2.0	49-023-1106	59-22 UNORG	23	59	22	W 66' OF E132' OF NE NE		Dispose/Non- Conservation	N,S
12	2.0	49-023-1108	59-22 UNORG	23	59	22	E 66' OF NE NE		Dispose/Non- Conservation	N,S
13	46.0	75-014-2400	145-26 UNORG	14	145	26	Lot 2	YES	REPURCHASED	
14	0.8	85-027-3321	BIGFORK CITY	27	61	26	N. 100' OF W 340' OF SW SW WHICH LIES S OF ROW		Dispose/Non- Conservation	N,S,I
15	0.0	92-024-4307	KEEWATIN CITY	24	57	22	BUILDINGS ONLY ON SW SE		Dispose/Non- Conservation	N,S,I
16	38.54	94-018-4220	MARBLE CITY	18	56	23	UND 1/560th INT IN NW SE		Conservation	M
17	38.54	94-018-4221	MARBLE CITY	18	56	23	UND 1/1120th INT IN NW SE		Conservation	M

2021 LAND CLASSIFICATION MEETING

TRACT	ACRES	PID	DISTRICT NAME	SEC	TWP	RGE	LEGAL	PLAT	WATER BODY	LC RESULT	REASON
18	2.4	18-420-0180	GREENWAY TWP	13	56	23	LOTS 18, 19 & 24 AND THAT PT OF LOT 25 LYING NW OF SE BOUNDARY OF GN RY SPUR	CARPENTER-HILL-WAHLSTROM SUBDIVISION		Dispose/Non-Conservation	N,S,I
19	0.2	18-440-0060	GREENWAY TWP	13	56	23	LOT 6	DALY'S SUBDIVISION OF OUTLOT A, SWAN LAKE		REPURCHASED	
20	0.4	58-420-0010	WILDWOOD TWP	22	53	25	LOT 1	HARBOR HAVEN	YES	Dispose/Non-Conservation	N,S
21	0.4	58-420-0020	WILDWOOD TWP	22	53	25	LOT 2	HARBOR HAVEN	YES	Dispose/Non-Conservation	N,S
22	0.2	64-480-0535	56-26 UNORG	2	56	26	LOT 7, BLOCK E	NORTHLAND PARK		Dispose/Non-Conservation	N,S
23	0.6	74-410-0155	144-26 UNORG	2	144	26	PT OF LOT 10, AUD SUB 23	AUDITOR'S SUBDIVISION NUMBER 23		Dispose/Non-Conservation	N,S
24	0.1	87-410-0505	CALUMET CITY	21	56	23	LOTS 1 & 2, BLK 5	CALUMET		Dispose/Non-Conservation	N,S,I
25	0.1	87-410-0705	CALUMET CITY	21	56	23	LOTS 1-2, BLK 7	CALUMET		Dispose/Non-Conservation	N,S,I
26	0.2	87-410-0745	CALUMET CITY	21	56	23	LOTS 19 & 20, BLK 7	CALUMET		Dispose/Non-Conservation	N,S
27	0.18	87-410-1380	CALUMET CITY	21	56	23	E1/2 LOT 25 & ALL LOTS 26-27, BLK 13	CALUMET		Dispose/Non-Conservation	N,S,I
28	0.2	91-425-0230	GRAND RAPIDS CIT	21	55	25	LOTS 13-15, BLOCK 2	THIRD DIVISION OF GRAND RAPIDS		Dispose/Non-Conservation	N,S
29	0.2	91-555-0720	GRAND RAPIDS CIT	17	55	25	ALL LOT 4 & N. 14' OF LOT 5, BLOCK 7	HOUGHTON'S SECOND ADDITION TO GRAND RAPIDS		Dispose/Non-Conservation	N,S,I
30	0.8	91-725-0730	GRAND RAPIDS CIT	20	55	25	ALL OF LOTS 6-13, BLOCK 7 & W1/2 OF VAC 4TH AVE. SW LYG ADJ THERETO & THAT PT OF N1/2 OF VAC 5TH ST SW LYG S & ADJ TO LOT 13	WOODLAND ADDITION TO GRAND RAPIDS		Dispose/Non-Conservation	N,S
31	1.0	91-725-1040	GRAND RAPIDS CIT	20	55	25	BLOCK 10, LESS E.10' & LESS W.10' & LESS LOTS 13-24 & S1/2 OF VAC 5TH ST SW LYG ADJ TO LOT 1	WOODLAND ADDITION TO GRAND RAPIDS		Dispose/Non-Conservation	N,S

32	0.31	91-725-1520	GRAND RAPIDS CITY	20	55	25	LOTS 1-4, LESS E.10', BLOCK 15	WOODLAND ADDITION TO GRAND RAPIDS		Dispose/Non- Conservation	N,S
33	0.1	92-410-1445	KEEWATIN CITY	25	57	22	LOT 12, BLK 14	KEEWATIN		Dispose/Non- Conservation	N,S,I
34	0.1	92-460-0410	KEEWATIN CITY	25	57	22	LOTS 1-2, BLK 4	SPINA ADDITION TO KEEWATIN		Dispose/Non- Conservation	N,S,I
35	0.4	93-440-0110	LAPRAIRIE CITY	23	55	25	BLOCK 1	BUELL'S ADDITION		Dispose/Non- Conservation	N,S
36	0.9	93-440-0220	LAPRAIRIE CITY	23	55	25	LOTS 1-6, BLK 2	BUELL'S ADDITION		Dispose/Non- Conservation	N,S
37	0.4	94-440-0150	MARBLE CITY	19	56	23	LOT 5, BLK 1	THIRD ADDITION TO MARBLE		Dispose/Non- Conservation	N,S,I
38	0.1	95-410-1140	NASHWAUK CITY	31	57	22	LOTS 8-9, BLK 11	NASHWAUK		Dispose/Non- Conservation	N,S
39	0.1	95-440-0450	NASHWAUK CITY	32	57	22	N. 5' OF LOT 18 & ALL LOT 19, BLOCK 4	SOUTHERN ADDITION TO NASHWAUK		REPURCHASED	
40	0.2	97-440-1510	TACONITE CITY	27	56	24	LOTS 14-17, BLK 15	HOLMAN		Dispose/Non- Conservation	N,S,I
41	0.2	98-410-1060	WARBA CITY	28	54	23	LOT 18, BLK 10	TOWNSITE OF FEELEY		REPURCHASED	
42	0.1	98-420-0330	WARBA CITY	28	54	23	LOT 33	AUDITOR'S SUBDIVISION NUMBER 18		Dispose/Non- Conservation	N,S
43	0.31	91-585-4106	GRAND RAPIDS CITY	16	55	25	N. 75' OF LOT 2 & N. 75' OF W. 25' OF LOT 3, PARK ROW	KEARNEYS FIRST ADDITION TO GRAND RAPIDS		Dispose/Non- Conservation	N,S

CODES FOR CLASSIFICATION

CLASSES

R=Retain
P=Provisionally Retain
E=Exchange
D=Dispose (Sell)

REASONS

A=Needed for access
B=Balance Public Ownership
E=Environmental Reasons
F=Forestry
G=Gravel
I=Improved property
L=Contains a lease
LF=Reserved for future landfill
M=Mining
MF=Memorial Forest
N=Near Public Services (Roads, Electricity, etc)
O=Other
P=Partial Interest
R=Recreation
S=Surrounding Use
U=Uneconomical to manage
V=Visual
W=Contains Protected Waters



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 16, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1437

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Michael Gibbons, Ryan Newman

AGENDA ITEM:

Contract Award - Tree Planting 2021

BOARD ACTION REQUESTED:

Award 2021 Tree Planting Contract to Northwoods Forestry Inc. in the amount of \$29,795.37 to be paid from Forest Resources Fund 12 and authorize necessary signatures.

BACKGROUND:

Quotes have been solicited for tree planting on 444 acres of tax forfeited trust lands that were prepared for planting in 2020.

The results are below:

Vendor	Total Project Cost
Northwoods Forestry Inc	\$29,795.37
Champion Forestry Service	\$30,303.65
Superior Forestry Service Inc	\$33,381.58
Express Forestry	\$33,984.92
Mustang Forestry	\$42,087.00

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. 2021 Tree Planting Contract

03/16/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 03/23/2021 2:30 PM
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County of Itasca, Minnesota

Service Contract

A.1 DATES AND PARTIES

A.1.1 THIS CONTRACT, made this 10th day of March, 2021, by and between the County of Itasca, herein called the “County,” and Northwoods Forestry Inc., a corporation organized and existing under the laws of the State of Wisconsin, located at W1224 County Road FW, Eleva, WI 54738, herein called the “Vendor.”

B.1 AGREEMENT

B.1.1 NOW, THEREFORE, it is mutually agreed that, in consideration of the payments to be made to said Vendor, subject to the conditions, hereinafter set forth, the County shall purchase tree planting services from said Vendor, upon terms and at the agreed price(s), and the Vendor shall perform said services all in accordance with the specifications of County as set forth in the Special Conditions of this Agreement.

C.1 TERM OF CONTRACT

C.1.1 The term of this Contract is from **April 1, 2021** to **June 1, 2021**, inclusive. The Contract may be extended if provided for in the Special Conditions. **Specific project dates are defined in Attachment A.**

D.1 SPECIAL CONDITIONS

D.1.1 This Contract is subject to such special conditions as are set forth in the Special Conditions Supplement attached hereto and made a part hereof and marked **Attachment A.**

E.1 CONTRACT AMOUNT

E.1.1 This Agreement when fully completed and fulfilled on the part of said Vendor to the satisfaction of the County or its duly authorized agent, is estimated to be \$29,795.37 for the current term.

F.1 INCREASE

F.1.1 No increases to the above said Contract amount will be allowed to the Vendor during the term of this Contract unless provided for in the Special Conditions or mutual agreement of the parties.

G.1 PAYMENT

- G.1.1 The County does hereby agree, to pay said Vendor as services are performed to the satisfaction of the County, or its duly authorized agent, one payment of \$29,795.37, or as indicated in the Special Conditions. Payment terms of this Contract are Net 30.

H.1 GUARANTEE

- H.1.1 The Vendor further agrees to guarantee all materials and parts supplied under this Contract against inferiority as to specifications, such guarantee to be unconditional. Failure or neglect of the County or its designated representative to require compliance with any term or condition of this Contract or the specifications shall not be deemed a waiver of such term or condition.

I.1 BOND

- I.1.1 Minnesota Statute 574.26 requires the vendor to furnish a Performance Bond and a Labor & Materials Payment Bond in the full amount, for any contract over \$75,000, in favor of the County, to protect the County against any breach of contract. The surety company providing the bond(s) must be registered to do business in the State of Minnesota and be satisfactory to the County.

J.1 INSURANCE

- J.1.1 The following insurance must be maintained for the duration of this Contract. A Certificate of Insurance for each policy which lists Itasca County as a certificate holder and as an additional insured must be on file with the Itasca County Risk Management Department within 10 days of execution of this Contract and prior to commencement of any work under this Contract. Each certificate must include a 30-day notice of cancellation, nonrenewal, or material change to all named and additional insureds.
- J.1.2 The County reserves the right to terminate, suspend or rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Contractor. All insurance policies shall be open to inspection by the County, and copies of policies shall be submitted to the County upon written request. All subcontractors shall provide evidence of similar coverage.

J.1.3 General Liability Insurance

J.1.3.1

	<u>Limit</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

J.1.3.2 Policy shall contractors and subcontractors, and contractual liability.

J.1.3.3 **Itasca County must be named as certificate holder and an additional insured.**

J.1.4 Automobile Liability Insurance

J.1.4.1

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

J.1.4.2 Must cover owned, nonowned and hired vehicles.

J.1.5 Workers' Compensation Per Statutory Requirements

J.1.5.1 Vendor must maintain statutory limits. Itasca County reserves the right to rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against bidder. If the Contractor is based outside the State of Minnesota, coverage must apply to Minnesota laws.

J.1.6 Employer's Liability

	<u>Limit</u>
J.1.6.1 Bodily injury by:	
Accident - Each Accident	\$500,000
Disease - Policy Limit	\$500,000
Disease - Each Employee	\$500,000

J.1.7 Professional Liability Insurance [For Professional Services Contracts Only]

J.1.7.1 Provider shall maintain at its sole expense a valid policy of insurance covering professional liability, arising from the acts or omissions of Provider, its agent and employees in the amount of not less than \$500,000 per claim and \$3,000,000 annual aggregate. (These suggested limits should be reviewed on a cases by case basis)

J.1.8 Indemnification Clause

J.1.8.1 Except as may be caused by the sole negligence of the County or its employees, Contractor shall indemnify and save harmless Itasca County, its employees, and its agents from all claims, actions, demands, and judgments of any kind arising in whole or in part from any act or omission of Contractor, its subcontractors, and their agents, servants, or employees, incidental to the performance of the Contract and from all expenses in connection with such claims, actions, demands and judgments, and shall assume, without expense to the County, the defense of any such claims, actions, demands and judgments, irrespective of whether it is alleged, claimed, or proved in connection with such act or omission that negligence of the County or its representatives caused or contributed thereto.

J.1.8.2 Contractor agrees, that in order to protect itself and the County under the indemnity provisions set forth above, it will at all times during the term of this Agreement keep in force policies of insurances indicated in paragraph entitled, "INSURANCE."

J.1.8.3 This provision is not intended to create any cause of action in favor of any third party against the Contractor or the County or to enlarge in any way the Contractor's liability, but it is intended solely to provide for indemnification of the County from liability for damages or injuries to third persons or property arising from the Contractor's or the Contractor's agents' performance hereunder.

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

Vendor further agrees the minimum requirements set forth above shall at all times be in an amount at least equal to the maximum liability of the County under Minn. Stat. 466.04 now or as said statute is hereafter amended or as otherwise required by law, statute or rule.

K.1 UNAVOIDABLE CIRCUMSTANCES

K.1.1 The Vendor shall not be held responsible for damages caused by delay or failure to perform hereunder, when such delay or failure is due to fires, strikes, acts of God, legal acts of the public authorities, or delays or defaults caused by public carriers, or acts or demands of the Government in time of war or national emergency.

L.1 RIGHT TO TERMINATE

L.1.1 County reserves the right to terminate this Contract immediately, at any time during the contract period for failure of Vendor to perform as specified in the Special Conditions, or to the reasonable satisfaction of County, upon notification to Vendor.

M.1 ASSIGNMENT

M.1.1 Vendor shall not enter into any subcontract for performance of any services contemplated under this Contract, nor assign any part of this Contract, without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. The Vendor shall be responsible for the performance of all subcontractors.

N.1 INDEMNIFICATION

N.1.1 Vendor shall indemnify, hold harmless and defend the County, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the County, its officers or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of Vendor, its agents, servants or employees, in the execution, performance, or failure to adequately perform Vendor's obligations pursuant to this Contract.

O.1 COMPLIANCE WITH LAWS

- O.1.1 Vendor shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which Vendor is responsible.

P.1 RECORDS AUDITING AND RETENTION

- P.1.1 Vendor's books, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription and audit by the County and either the legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. Vendor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress required a longer retention period.

Q.1 WAIVER

- Q.1.1 Any waiver by either party of any provision of this Contract shall not imply a subsequent waiver of that or any other provision.

R.1 MODIFICATIONS/AMENDMENT

- R.1.1 Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, and signed by authorized representative of the County and Vendor.

S.1 SEVERABILITY

- S.1.1 The provision of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Contract unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Contract with respect to either party.

T.1 FINAL AGREEMENT

- T.1.1 This Contract is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are

no representations, warranties, or stipulations, either oral or written, not herein contained.

U.1 EXECUTION

U.1.1 IN WITNESS WHEREOF, the County has caused this Contract to be signed by its duly authorized officers and the Vendor has hereunto set its hand.

Dated this 10th day of March, 2021.

Northwoods Forestry Inc.

COUNTY OF ITASCA, MINNESOTA

By: _____
Its _____

By: _____
Its _____

By: _____
Its _____

APPROVED AS TO FORM & EXECUTION

By: _____
Itasca County Attorney

ATTACHMENT B
TREE PLANTING PROJECT FORM-2021
 Quotes must include all sites.

INITIAL PLANTS

Plantation Code	Legal	Acres	Species	Target Seedlings/Acre	Number of Seedlings	Price per 1000 Seedlings	Site Cost
21-01	58-23-3	37.9	Red Pine	750	28,425	\$ 85.00	2 416.12
21-02	59-23-32	29.9	Jack Pine	1000	29,900	85.00	2 541.50
21-03	59-23-18	51.5	Red Pine	750	38,625	85.00	3 283.12
21-04	59-24-17	10.8	Red Pine	750	8,100	85.00	688.50
21-05	59-25-8	28.2	Red Pine	750	21,150	85.00	1 797.75
21-06	59-24-8	16.3	Red Pine	750	12,225	85.00	1 039.12
21-07	60-24-32	10.4	Red Pine	750	7,800	85.00	663.00
21-08	60-23-18	8.6	Red Pine	750	6,450	85.00	548.25
21-09	60-23-5	46.3	Red Pine	750	34,725	85.00	2 951.62
21-10	61-22-22	39.0	White Spruce	750	29,250	85.00	2 486.25
21-11	62-23-31	56.4	White Spruce	750	42,300	85.00	3 595.50
21-12	62-23-7	27.9	Red Pine	750	20,925	85.00	1 778.62
21-13	59-23-18	32.1	Jack Pine	1000	32,100	85.00	2 728.50
21-14	53-24-13	17.2	Jack Pine	1000	17,200	85.00	1 462.00
21-15*	62-23-3	24.3	Red Pine	750	18,225	85.00	1 549.12

* No disc trenches

FILL PLANTS

Plantation Code	Legal	Acres	Species	Target Seedlings/Acre	Number of Seedlings	Price per 1000 Seedlings	Site Cost
16-02	58-24-20	7.4	White Spruce	400	2,960	90.00	2 66.40
Total Acres		444.2	Total Seedlings		350,360		

TOTAL CONTRACT VALUE: \$ 29,795.37

Continued next page

ATTACHMENT B
PROJECT FORM FOR TREE PLANTING 2021
continued

Company: Northwoods Forestry Inc

Owner: Patricia Aguilar

Address: W 1224 County Rd FW
Eleva, WI 54738

Telephone: 715 530 3370

Email: aguilar5709@yahoo.com

Signature: Patricia Aguilar

This form must be completed and returned in a sealed envelope plainly marked:

"TREE PLANTING 2021"



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 16, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1438

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Michael Gibbons, Ryan Newman

AGENDA ITEM:

Contract Award - Site Preparation 2021

BOARD ACTION REQUESTED:

Award 2021 Site Preparation Contract to Future Forests Inc., in the amount of \$68,395.00 to be paid from Forest Resources Fund 12 and authorize necessary signatures.

BACKGROUND:

Quotes have been solicited for preparing 415 acres of tax forfeited trust land for spring 2022 tree planting. Site preparation is done by ground application of herbicide, disc trenching and/or roller chopping. Plantation release is also included on this contract.

Future Forests Inc. submitted the only quote for a total project cost of \$68,395.00.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. 2021 Site Preparation Contract

03/16/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 03/23/2021 2:30 PM
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County of Itasca, Minnesota

Service Contract

A.1 DATES AND PARTIES

A.1.1 THIS CONTRACT, made this 10th day of March 2021, by and between the County of Itasca, herein called the “County,” and Future Forests, Inc., a corporation organized and existing under the laws of the State of Minnesota, located at 72230 Beaver Tail Road, Askov MN 55704, herein called the “Vendor.”

B.1 AGREEMENT

B.1.1 NOW, THEREFORE, it is mutually agreed that, in consideration of the payments to be made to said Vendor, subject to the conditions, hereinafter set forth, the County shall purchase **forestry site preparation** services from said Vendor, upon terms and at the agreed price(s), and the Vendor shall perform said services all in accordance with the specifications of County as set forth in the Special Conditions of this Agreement.

C.1 TERM OF CONTRACT

C.1.1 The term of this Contract is from **March 10, 2021 to December 31, 2021**, inclusive. The Contract may be extended if provided for in the Special Conditions. **Specific project dates are defined in Attachment A.**

D.1 SPECIAL CONDITIONS

D.1.1 This Contract is subject to such special conditions as are set forth in the Special Conditions Supplement attached hereto and made a part hereof and marked **Attachment A.**

E.1 CONTRACT AMOUNT

E.1.1 This Agreement when fully completed and fulfilled on the part of said Vendor to the satisfaction of the County or its duly authorized agent, is estimated to be \$68,395.00 for the current term.

F.1 INCREASE

F.1.1 No increases to the above said Contract amount will be allowed to the Vendor during the term of this Contract unless provided for in the Special Conditions or mutual agreement of the parties.

G.1 PAYMENT

- G.1.1 The County does hereby agree, to pay said Vendor as services are performed to the satisfaction of the County, or its duly authorized agent, one payment of \$68,395.00, or as indicated in the Special Conditions. Payment terms of this Contract are Net 30.

H.1 GUARANTEE

- H.1.1 The Vendor further agrees to guarantee all materials and parts supplied under this Contract against inferiority as to specifications, such guarantee to be unconditional. Failure or neglect of the County or its designated representative to require compliance with any term or condition of this Contract or the specifications shall not be deemed a waiver of such term or condition.

I.1 BOND

- I.1.1 Minnesota Statute 574.26 requires the vendor to furnish a Performance Bond and a Labor & Materials Payment Bond in the full amount, for any contract over \$75,000, in favor of the County, to protect the County against any breach of contract. The surety company providing the bond(s) must be registered to do business in the State of Minnesota and be satisfactory to the County.

J.1 INSURANCE

- J.1.1 The following insurance must be maintained for the duration of this Contract. A Certificate of Insurance for each policy which lists Itasca County as a certificate holder and as an additional insured must be on file with the Itasca County Risk Management Department within 10 days of execution of this Contract and prior to commencement of any work under this Contract. Each certificate must include a 30-day notice of cancellation, nonrenewal, or material change to all named and additional insureds.
- J.1.2 The County reserves the right to terminate, suspend or rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Contractor. All insurance policies shall be open to inspection by the County, and copies of policies shall be submitted to the County upon written request. All subcontractors shall provide evidence of similar coverage.

J.1.3 General Liability Insurance

J.1.3.1

	<u>Limit</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

J.1.3.2 Policy shall contractors and subcontractors, and contractual liability.

J.1.3.3 Itasca County must be named as certificate holder and an additional insured.

J.1.4 Automobile Liability Insurance

J.1.4.1

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

J.1.4.2 Must cover owned, nonowned and hired vehicles.

J.1.5 Workers' Compensation Per Statutory Requirements

J.1.5.1 Vendor must maintain statutory limits. Itasca County reserves the right to rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against bidder. If the Contractor is based outside the State of Minnesota, coverage must apply to Minnesota laws.

J.1.6 Employer's Liability

	<u>Limit</u>
J.1.6.1 Bodily injury by:	
Accident - Each Accident	\$500,000
Disease - Policy Limit	\$500,000
Disease - Each Employee	\$500,000

J.1.7 Professional Liability Insurance [For Professional Services Contracts Only]

J.1.7.1 Provider shall maintain at its sole expense a valid policy of insurance covering professional liability, arising from the acts or omissions of Provider, its agent and employees in the amount of not less than \$500,000 per claim and \$3,000,000 annual aggregate. (These suggested limits should be reviewed on a cases by case basis)

J.1.8 Indemnification Clause

J.1.8.1 Except as may be caused by the sole negligence of the County or its employees, Contractor shall indemnify and save harmless Itasca County, its employees, and its agents from all claims, actions, demands, and judgments of any kind arising in whole or in part from any act or omission of Contractor, its subcontractors, and their agents, servants, or employees, incidental to the performance of the Contract and from all expenses in connection with such claims, actions, demands and judgments, and shall assume, without expense to the County, the defense of any such claims, actions, demands and judgments, irrespective of whether it is alleged, claimed, or proved in connection with such act or omission that negligence of the County or its representatives caused or contributed thereto.

J.1.8.2 Contractor agrees, that in order to protect itself and the County under the indemnity provisions set forth above, it will at all times during the term of this Agreement keep in force policies of insurances indicated in paragraph entitled, "INSURANCE."

J.1.8.3 This provision is not intended to create any cause of action in favor of any third party against the Contractor or the County or to enlarge in any way the Contractor's liability, but it is intended solely to provide for indemnification of the County from liability for damages or injuries to third persons or property arising from the Contractor's or the Contractor's agents' performance hereunder.

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

Vendor further agrees the minimum requirements set forth above shall at all times be in an amount at least equal to the maximum liability of the County under Minn. Stat. 466.04 now or as said statute is hereafter amended or as otherwise required by law, statute or rule.

K.1 UNAVOIDABLE CIRCUMSTANCES

K.1.1 The Vendor shall not be held responsible for damages caused by delay or failure to perform hereunder, when such delay or failure is due to fires, strikes, acts of God, legal acts of the public authorities, or delays or defaults caused by public carriers, or acts or demands of the Government in time of war or national emergency.

L.1 RIGHT TO TERMINATE

L.1.1 County reserves the right to terminate this Contract immediately, at any time during the contract period for failure of Vendor to perform as specified in the Special Conditions, or to the reasonable satisfaction of County, upon notification to Vendor.

M.1 ASSIGNMENT

M.1.1 Vendor shall not enter into any subcontract for performance of any services contemplated under this Contract, nor assign any part of this Contract, without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. The Vendor shall be responsible for the performance of all subcontractors.

N.1 INDEMNIFICATION

N.1.1 Vendor shall indemnify, hold harmless and defend the County, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the County, its officers or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of Vendor, its agents, servants or employees, in the execution, performance, or failure to adequately perform Vendor's obligations pursuant to this Contract.

O.1 COMPLIANCE WITH LAWS

- O.1.1 Vendor shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which Vendor is responsible.

P.1 RECORDS AUDITING AND RETENTION

- P.1.1 Vendor's books, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription and audit by the County and either the legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. Vendor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress required a longer retention period.

Q.1 WAIVER

- Q.1.1 Any waiver by either party of any provision of this Contract shall not imply a subsequent waiver of that or any other provision.

R.1 MODIFICATIONS/AMENDMENT

- R.1.1 Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, and signed by authorized representative of the County and Vendor.

S.1 SEVERABILITY

- S.1.1 The provision of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Contract unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Contract with respect to either party.

T.1 FINAL AGREEMENT

- T.1.1 This Contract is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are

no representations, warranties, or stipulations, either oral or written, not herein contained.

U.1 EXECUTION

U.1.1 IN WITNESS WHEREOF, the County has caused this Contract to be signed by its duly authorized officers and the Vendor has hereunto set its hand.

Dated this 10th day of March 2021.

FUTURE FORESTS INC.

By: _____
Its _____

COUNTY OF ITASCA, MINNESOTA

By: _____
Its _____

By: _____
Its _____

APPROVED AS TO FORM & EXECUTION

By: _____
Itasca County Attorney

ATTACHMENT B
PROJECT FORM FOR SITE PREPARATION

Quotes must include all items. Contract will be awarded based on lowest total contract cost.

2021 Site Preparation

Item 1	Ground application of herbicide. Site prep on 415 acres* Release on 65 acres*	Per Acre Rate \$	69. ⁰⁰
		Total Project Cost \$	33,120
Item 2	Disc Trenching with V-Rake 415 acres*	Per Acre Rate \$	85 ⁰⁰
		Total Project Cost \$	35,275
TOTAL CONTRACT COST FOR 2021 (Combined Total for Items 1 & 2)		\$	68,395 ⁰⁰
Item 3	Summer Roller Chopping (if needed)**	Per Acre Rate \$	147
Item 4	Winter Disc Trenching (if needed)**	Per Acre Rate \$	90
Item 5	Winter Roller-Chopping (if needed)**	Per Acre Rate \$	97
Item 6	Forest Road Spraying (if needed)**	Per Mile Rate \$	190
Item 7	Winter V-Raking (if needed)**	Per Acre Rate \$	150

*These acres are subject to change with additional acres being added or acres being removed.

**Do not include these items in total contract cost for 2021.

Company: Future Forests
 Owner: George Siverson
 Address: 72230 Beaver Tail
Rd Asher MN 55704
 Telephone: 320 630 6644
 Email: marges@Frontier.com
 Signature: [Signature]

This form must be completed and returned in a sealed envelope plainly marked:

"SITE PREPARATION - 2021"



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 16, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1380

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, March 16, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1443

DEPARTMENT: Facilities Management
PRESENTER: Randal Washburn

TIME REQUESTED: 5 Minutes

AGENDA ITEM:
Request for Hiring Authorization

BOARD ACTION REQUESTED:
Authorize the external posting and hiring of one (1) vacant Custodian position.

BACKGROUND:
The custodian position in the Facility Management Division of the Administration Department has been vacant since February 2020. With this position being vacant and the amount of square footage assigned to each custodian cleaning levels and maintenance are only being kept at a minimum level. Project and building maintenance items are either not being completed or are not done in a timely manner.

COUNTY ATTORNEY REVIEW: No

SUPPORTING DOCUMENTATION:
1. Hiring Request form custodian

03/16/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 03/23/2021 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 16, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1447

DEPARTMENT: Human Resources

TIME REQUESTED: 10 Minutes

PRESENTER: Lynn Hart

AGENDA ITEM:

Potential Updates to Interim Policy 20-02: COVID Program for Employees

BOARD ACTION REQUESTED:

Discuss potential updates to the Itasca County Interim Policy 20-02: COVID Program for Employees.

BACKGROUND:

The Itasca County Interim Policy 20-02: COVID Program for Employees has been in effect since April 1, 2020. The policy is in need of some updates and I would like to discuss the potential updates to ensure it reflects the Board's intentions surrounding the Families First Coronavirus Response Act (FFCRA) Employee Paid Sick Leave.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Interim Policy 2020-02

03/16/2021

RESULT:	RECOMMENDED FOR REGULAR	NEXT: 03/23/2021 2:30 PM
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Effective: April 1, 2020

ITASCA COUNTY

Interim Policy 2020-02: COVID-19 Program for Employees

PURPOSE:

This policy identifies the primary issues related to dealing with necessary time off related to COVID-19 as well as the need for continued services during the governor's Emergency Executive Order 20-20 that has now been extended (and expanded upon) in Emergency Executive Order 20-33.

On March 11, 2020, the World Health Organization characterized the COVID-19 outbreak as a pandemic. On March 13, 2020 the Minnesota governor issued an executive order 20-01 declaring a peacetime emergency because of this pandemic. On March 15, 2020 Minnesota detected the first confirmed cases caused by community spread.

On March 25, 2020, the governor issued Emergency Executive Order 20-20 directing Minnesotans to Stay at Home. This order contained a number of exemptions for employees in critical sectors. Areas such as public health, law enforcement, public safety, first responders, water and wastewater, public works and communications and information technology were specifically exempted. In addition, political subdivisions were given the authority to determine the minimum personnel necessary to maintain government operations necessary to ensure the health, safety, and welfare of the public, to preserve the essential elements of the financial system of government and to continue priority services. These areas are also exempt from the requirement that Minnesotans stay at home. Despite these exemption, Emergency Executive Order 20-20 emphasized that **All Workers Who Can Work From Home Must Do So**. Emergency Executive Order 20-20 now been replaced and the time identified extended (and exempt critical services expanded upon) in Emergency Executive Order 20-33. This policy is intended to identify our implementation of these directives.

In addition, the federal Emergency Paid Sick Leave Act and the Emergency Family and Medical Leave Expansion Act became effective April 1, 2020.

It is our goal to implement the provisions of the federal and state requirements noted above. We recognize that the evolving nature of the pandemic will likely create the need for this Policy to be amended, updated, and replaced. This policy is numbered in order to identify the most current policy. It is expected that, in the event this Policy is amended, updated, or replaced, a new policy number will be issued and the prior policy will be automatically withdrawn.

A. Continuation of Operations.

i. Exemption from Stay at Home - Continued Operations Determinations

The Governor's Executive Order applies a number of specific exemptions from the Minnesotans Stay at Home Order. This group includes employees in the areas of public health, law enforcement, public safety, first responders, public works and communications and information technology.

In addition, the Executive Order provides for exemptions upon a determination by Itasca County. Pursuant to this exemption, we are given the authority to determine the minimum personnel necessary to maintain government operations necessary to ensure the health, safety, and welfare of the public, to preserve the essential elements of the financial system of government and to continue priority services.

The County has determined that **all current County positions are performing critical/essential functions**. This determination is subject to ongoing review and revision.

ii. Telecommuting

Emergency Executive Order 20-20 directing Minnesotans to Stay at Home and extended and expanded upon in Emergency Executive Order 20-33 specifically states that “**All workers who can work from home must do so.**” In order to apply this directive to our workforce, it must be understood that working from home (teleworking) is not an employee choice – rather we have the obligation to determine whether the employee can work from home. Upon a determination that telework is a viable option for the employee, an employee cannot decline to follow such a determination as a matter of personal choice.

Telecommuting and working from home is not appropriate for all positions. Based on business need, staff will be given assignments and shall be required to have Virtual Private Network (VPN) access in order to work from home or another remote location when assigned by their supervisor. Staff may be reassigned to perform other duties remotely as needed.

Schedules, approved leave, and other situations may require changes or adjustments based on essential business needs.

Any work done remotely must meet business needs, follow Itasca County policies and, if applicable, department policies. Teleworking must also be approved in advance by the Supervisor and/or Department Head/Division Manager.

B. Leaves Associated with COVID-19:

i. Limited Application of FFCRA Paid Sick Leave:

The federal Families First Coronavirus Response Act (FFCRA) defines the areas that may be excluded from the Paid Sick Leave or Expanded Family and Medical Leave. These areas include but are not limited to law enforcement officers, correctional institution personnel, emergency medical services personnel, physicians, nurses, public health personnel, emergency medical technicians, paramedics, emergency management personnel, 911 operators, child welfare workers and service providers, public works personnel, and persons with skills or training in operating specialized equipment or other skills needed to provide aid in a declared emergency, as well as individuals who work for such facilities employing these individuals and whose work is necessary to maintain the operation of the facility.

In order to best plan for critical services and potential staffing needs, the County has utilized the Governor's Executive Order 20-33 definition of exemptions for critical sectors in applying the exclusions for the FFCRA. The County is applying the exclusion above to all County services except those that may be later specifically identified from time to time as non-critical. **Please note that upon a later determination by the County that a position is not exempt from the Executive Order and not able to telework, the provisions of the FFCRA will apply at that point unless the employee is laid off.**

While the FFCRA leaves will not apply to Itasca County employees as a general policy, the County recognizes the need to minimize the spread of the virus associated with COVID-19. Accordingly, the County will apply the up to two weeks (80 hours, or a part time equivalent) of paid sick leave based on the FFCRA requirements (100% of employee's regular rate of pay up to \$511 daily and \$5110 total) to the following leaves:

1. An employee who is unable to work, including unable to telework, because the employee is subject to a Federal or State quarantine or isolation order related to COVID-19.
2. An employee who has been advised by a health care provider to self-quarantine related to COVID-19.
3. An employee who is experiencing COVID-19 symptoms and is seeking a medical diagnosis.

The County may also apply the up to two weeks (80 hours, or a part time equivalent) of paid sick leave based on the FFCRA requirements on a case-by-case basis to employees who are caring for

an individual subject to an order described in #1 and #2 above. This paid sick leave is at 2/3 % of the employee's regular rate of pay up to \$200 daily and \$2000 total.

A part time employee is eligible for leave for the number of hours that the employee is normally scheduled to work over that period.

Please note that these benefits and requirements are, consistent with federal law, intended to be limited in time. They are intended to expire at the end of the year. Pursuant to federal law, these benefits do not vest, will not be paid out upon separation and may not be carried over from year to year except as required by federal law.

ii. Paid Leave Provisions Related to the Leaves Noted Above:

Leaves outlined in the County personnel policies or in collective bargaining agreements will continue to apply except that, unfortunately, due to staffing and contingency planning, it may be necessary to withdraw previously approved vacation requests. This will be addressed on a case by case basis.

iii. Leave Associated with Travel

We will follow CDC guidelines associated with employees returning to Minnesota from other locations.

iv. Employee Becoming Ill or Displaying Contagious Symptoms

Any employee who is sick should stay home.

Employees should refrain from discussing a coworker's condition due to data privacy laws. If an employee has concerns, they should speak privately with their supervisor or contact the Human Resources Director.

A supervisor may not ask employees about medical diagnoses, but employees may choose to voluntarily share this information. If an employee is displaying symptoms of contagious disease, supervisors should speak privately with the employee.

A supervisor may require an employee to leave the workplace, as a safety consideration for the health of other employees and the public, if the employee displays symptoms of a contagious illness. Such decision shall be part of a consistent plan that treats all employees with such symptoms similarly. While supervisors should not make judgments about a medical diagnosis, they may rely on symptoms to make a determination to send an employee home.

Supervisors should consult with Human Resources staff before sending employees home for these reasons and must notify Human Resources immediately if any employee is sent home because of displaying contagious symptoms. An employee who is sent home for these reasons may use their available paid leave or take the time as unpaid leave (if no paid leave is available). For a period less than a full work week, an exempt employee must use available paid leave hours. The employee may be eligible for Emergency Paid Sick Leave if they meet the eligibility criteria described in section B.i. of this Interim Policy.

For employees in the jail, we will follow CDC guidelines.

v. Notifying Other Employees of a Confirmed Case of COVID-19

As recommended by the CDC, if an employee is confirmed to have COVID-19, the Minnesota Department of Health (MDH) will inform fellow employees of their possible exposure to COVID-19 in the workplace, but protect privacy as required by state and federal law. The Minnesota Department of Health (MDH) will not identify by name an individual who has contracted the disease. Employees exposed to a co-worker with confirmed COVID-19 should refer to CDC guidance for how to conduct a risk assessment of their potential exposure. The Minnesota Department of Health (MDH) will work closely with medical health providers and rely on guidance from federal and local authorities about transmission risk and containment.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 16, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1432

DEPARTMENT: Auditor / Treasurer

PRESENTER: Cari Ann Alleman

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:

Tobacco License

BOARD ACTION REQUESTED:

Approve new license to sell tobacco products for Kristi and Christopher Reinhardt dba Gods County Outfitters, 29755 State Hwy 38 Grand Rapids, MN 55744.

BACKGROUND:

It is requested the action be taken at the 3/16/2021 Work Session.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 16, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1444

DEPARTMENT: Auditor / Treasurer

PRESENTER: Deb Davis

TIME REQUESTED: 5 Minutes

AGENDA ITEM:

Request for Hiring Authorization

BOARD ACTION REQUESTED:

Request authorization to hire one (1) Clerk Treasurer position in the Auditor/Treasurer's Department.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Hiring Request form - Clerk Treasurer

03/16/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 03/23/2021 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 16, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1445

DEPARTMENT: Health & Human Services

TIME REQUESTED: 5 Minutes

PRESENTER: Kelly Chandler, Eric Villeneuve

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.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Hiring Request form - PH Nurse

03/16/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 03/23/2021 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 16, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1433

DEPARTMENT: Environmental Services

TIME REQUESTED: 5 Minutes

PRESENTER: Greg Stoltz

AGENDA ITEM:

Approve Construction of Three (3) Canister Site Buildings

BOARD ACTION REQUESTED:

Approve the construction of three (3) Canister Site Buildings.

BACKGROUND:

In 2019 the County Board approved Environmental Services Department (ESD) to work with local High Schools to get Canister Site Buildings constructed by students in the community. With COVID in the community and the schools on limited openings, ESD had to put the buildings on hold. The need for three of the buildings to be built sooner than later has forced ESD to look at having local contractors build them. ESD sent out for bid requests and would like to have RTY Construction, the lowest bidder, build three of the most needed building now and look at working with the High Schools for the other buildings once they are back up and teaching as before. RTY Construction was the lowest bidder at \$9,364.00 per building for a total of \$28,092.00 for total project.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

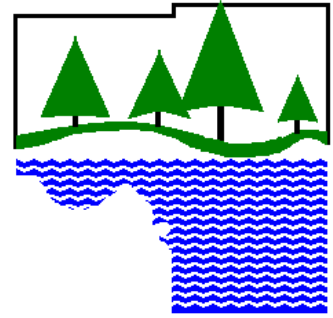
1. 2021 Letter to Contractors
2. RTY Construction Bid
3. AJ Smith Construction Bid
4. 2021 Service Contract with RTY Construction

03/16/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 03/23/2021 2:30 PM
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ITASCA COUNTY

Courthouse
Environmental Services
123 NE 4th Street
Grand Rapids, MN 55744-2600
Office (218) 327-2857 Fax (218) 327-7331



February 3, 2021

RE: Bids for Construction of Attendants Buildings

To: Itasca County Contractors,

Itasca County Environmental Services Department is accepting sealed bids for the construction of Attendants Buildings located at three (3) of their Outlying Canister Sites.

Enclosed you will find the Bid Specifications for the project along with Bidding Instructions.

Please take a look at the enclosed information, and if interested in bidding on this project, send your bid back to me in the supplied envelope by the date noted on the Bidding Instructions.

All bids will be reviewed by the Itasca County Board at their March 16th work session, and if approved, winning bidder will be notified shortly after.

Thank You for your time in reviewing the enclosed information. Should you have any questions on this project, please feel free to contact me at 218-327-7338

Sincerely,

Greg Stoltz

Greg Stoltz
Environmental Services Coordinator
123 NE 4th Street
Grand Rapids, MN 55744
Office: (218) 327-7338
Cell: (218) 910-8338

Encl.

Equal Opportunity Employer

Itasca County Environmental Services

Bid Form

Canister Site Attendants Buildings

This bid is for the construction of three (3) Canister Site Attendants Buildings outlined in the *Bid Specifications*.

Please contact Greg Stoltz, ESD Coordinator with any questions at 218-327-7338

Company: RTY construction LLC

Contact Person: Reed Vitale

Contact Phone Number: 218-259-0354

Bray Lake Building \$ 9,364

Bigfork Building \$ 9,364

Long Lake Building \$ 9,364

Total Bid Price: \$ 28,092

Signature: Reed Vitale

Itasca County Environmental Services

Bid Form

Canister Site Attendants Buildings

This bid is for the construction of three (3) Canister Site Attendants Buildings outlined in the *Bid Specifications*.

Please contact Greg Stoltz, ESD Coordinator with any questions at 218-327-7338

Company: AJ Smith custom Carpentry

Contact Person: Andrew Smith

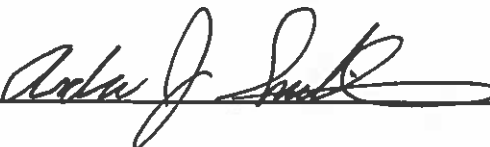
Contact Phone Number: 218 · 244 · 8842

Bray Lake Building \$ 9814.54

Bigfork Building \$ 9814.54

Long Lake Building \$ 9814.54

Total Bid Price: \$ ²⁹~~20~~ 443.62

Signature: 

County of Itasca, Minnesota Service Contract

A.1 DATES AND PARTIES

A.1.1 THIS CONTRACT, made this 23rd day of March 2021,
by and between the County of Itasca, herein called the “*County*” and
Reed Ylitalo dba RTY Construction LLC, located at 30858 Harris Town
Road Grand Rapids, MN 55744 herein called “*Contractor*”

B.1 AGREEMENT

B.1.1 NOW, THEREFORE, it is mutually agreed that, in consideration of the
payments to be made to said Contractor, subject to the conditions,
hereinafter set forth, the County shall purchase three (3) Attendants
Buildings from said Contractor, upon terms and at the agreed price(s), and
the Contractor shall build and deliver the Attendants Buildings all in
accordance with the specifications of Itasca County as set forth in this
Agreement.

C.1 TERM OF CONTRACT

C.1.1 The term of this Contract is for 90 days from contract date.
The Contract may be extended if provided for in the Special Conditions.

D.1 SPECIAL CONDITIONS

D.1.1 This Contract is subject to such special conditions as are set forth in the
Special Conditions Supplement attached hereto and made a part hereof
and marked Exhibit “A” Special Conditions.

E.1 CONTRACT AMOUNT

E.1.1 This Agreement when fully completed and fulfilled on the part of
Contractor to the satisfaction of the County or its duly authorized agent, is
estimated to be \$28,092.00 for the current term.

F.1 INCREASE

- F.1.1 No increases to the above said Contract amount will be allowed to Contractor during the term of this Contract unless provided for in the Special Conditions or mutual agreement of the parties.

G.1 PAYMENT

- G.1.1 The County does hereby agree, to pay two (2) payments of \$14,046.00 each, or as indicated in Exhibit "A" Special Conditions, to Contractor for materials and labor for services to the satisfaction of the County, or its duly authorized agent. Payment terms of this Contract are Net 30 days.

H.1 GUARANTEE

- H.1.1 Contractor further agrees to guarantee all services supplied under this Contract against inferiority as to specifications, such guarantee to be unconditional. Failure or neglect of the County or its designated representative to require compliance with any term or condition of this Contract or the specifications shall not be deemed a waiver of such term or condition.

I.1 INSURANCE

- I.1.1 The following insurance must be maintained for the duration of this Contract. A Certificate of Insurance for each policy which lists Itasca County as a certificate holder and as an additional insured must be on file with the Itasca County Risk Management Department within 10 days of execution of this Contract and prior to commencement of any work under this Contract. Each certificate must include a 30-day notice of cancellation, nonrenewal, or material change to all named and additional insureds.
- I.1.2 The County reserves the right to terminate, suspend or rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Contractor. All insurance policies shall be open to inspection by the County, and copies of policies shall be submitted to the County upon written request. All subcontractors shall provide evidence of similar coverage.

I.1.3 General Liability Insurance

I.1.3.1

	<u>Limit</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	\$1,000,000

I.1.3.2 Policy shall include contractors and subcontractors, and contractual liability.

I.1.3.3 Itasca County **must be named as Certificate Holder and an additional insured.**

I.1.4 Automobile Liability Insurance

I.1.4.1

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

I.1.4.2 Must cover owned, non-owned and hired vehicles.

I.1.5 Workers' Compensation Per Statutory Requirements

I.1.5.1 Contractor must maintain statutory limits. Itasca County reserves the right to rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against bidder. If the Contractor is based outside the State of Minnesota, coverage must apply to Minnesota laws.

I.1.6 Employer's Liability

	<u>Limit</u>
I.1.6.1 Bodily injury by:	
Accident - Each Accident	\$500,000
Disease - Policy Limit	\$500,000
Disease - Each Employee	\$500,000

I.1.7 Professional Liability Insurance

I.1.7.1 Provider shall maintain at its sole expense a valid policy of insurance covering professional liability, arising from the acts or omissions of Provider, its agent and employees in the amount of not less than \$500,000 per claim and \$3,000,000 annual aggregate.

I.1.8 Indemnification Clause

I.1.8.1 Except as may be caused by the sole negligence of the County or its employees, Contractor shall indemnify and save harmless Itasca County, its employees, and its agents from all claims, actions, demands, and judgments of any kind arising in whole or in part from any act or omission of Contractor, its subcontractors, and their agents, servants, or employees, incidental to the performance of the Contract and from all expenses in connection with such claims, actions, demands and judgments, and shall assume, without expense to the County, the defense of any such claims, actions, demands and judgments, irrespective of whether it is alleged, claimed, or proved in connection with such act or omission that negligence of the County or its representatives caused or contributed thereto.

I.1.8.2 Contractor agrees, that in order to protect itself and the County under the indemnity provisions set forth above, it will at all times during the term of this Agreement keep in force policies of insurances indicated in paragraph entitled, "INSURANCE."

I.1.8.3 This provision is not intended to create any cause of action in favor of any third party against the Contractor or the County or to enlarge in any way the Contractor's liability, but it is intended solely to provide for indemnification of the County from liability for damages or injuries to third persons or property arising from the Contractor's or the Contractor's agents' performance hereunder.

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

Contractor further agrees the minimum requirements set forth above shall at all times be in an amount at least equal to the maximum liability of the County under Minn. Stat. 466.04 now or as said statute is hereafter amended or as otherwise required by law, statute or rule.

J.1 UNAVOIDABLE CIRCUMSTANCES

- J.1.1 The Contractor shall not be held responsible for damages caused by delay or failure to perform hereunder, when such delay or failure is due to Fires, Strikes, Acts of God, Legal acts of the public authorities, or delays or defaults caused by public carriers, or acts or demands of the Government in time of war or national emergency.

K.1 RIGHT TO TERMINATE

- K.1.1 County reserves the right to terminate this Contract immediately, at any time during the contract period for failure of Contractor to perform as specified in the Special Conditions, or to the reasonable satisfaction of County, upon notification to Contractor.

L.1 ASSIGNMENT

- L.1.1 Contractor shall not enter into any subcontract for performance of any services contemplated under this Contract, nor assign any part of this Contract, without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. The Contractor shall be responsible for the performance of all subcontractors.

M.1 INDEMNIFICATION

- M.1.1 Contractor shall indemnify, hold harmless and defend the County, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the County, its officers or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission Contractor, its agents, servants or employees, in the execution, performance, or failure to adequately perform Contractor obligations pursuant to this Contract.

N.1 COMPLIANCE WITH LAWS

- N.1.1 Contractor shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which Contractor is responsible.
- N.1.2 Contractor shall fully comply with all applicable construction/building codes.

O.1 RECORDS AUDITING AND RETENTION

O.1.1 Contractor books, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription and audit by the County and either the legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. Contractor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress required a longer retention period.

P.1 WAIVER

P.1.1 Any waiver by either party of any provision of this Contract shall not imply a subsequent waiver of that or any other provision.

Q.1 MODIFICATIONS/AMENDMENT

Q.1.1 Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing and signed by authorized representative of the County

R.1 SEVERABILITY

R.1.1 The provision of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Contract unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Contract with respect to either party.

S.1 FINAL AGREEMENT

S.1.1 This Contract is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not herein contained.

T.1 EXECUTION

T.1.1 IN WITNESS WHEREOF, the County has caused this Contract to be signed by its duly authorized officers and the Contractor has hereunto set its hand.

Dated this _____ day of _____, _____.

CONTRACTOR

COUNTY OF ITASCA, MINNESOTA

By: _____

By: _____

Its: _____

Its: _____

By: _____

Its: _____

APPROVED AS TO FORM & EXECUTION

By: _____
Itasca County Attorney

Exhibit “A” Special Conditions:

Services Performed:

- Reed Ylitalo dba RTY Construction LLC has agreed to build for Itasca County Environmental Services Department (ESD) three (3) buildings according to the specifications listed below to be used as Heated Attendants Buildings at Itasca County’s Outlying Canister Sites.
- Itasca County ESD will/can do routine inspections on the buildings during their construction and up to the finished product. Itasca County ESD will inspect and approve the completed attendant buildings.
- Buildings must be completed on or before June 1st, 2021 unless mutual agreement of the parties is reached.

Specifications:

Three Buildings: 8’ x 12’ with 16” overhang on all four sides.

Building to be mounted on 4” x 4” x 12’ treated beams (4’oc).

Floor Joists: 2” x 6” treated 12” oc. Floors need to be insulated.

Subfloor: ¾” treated sheeting on both sides.

Wall Height: 7’ 6”

Wall Studs: 2”x 6” 16” oc. Walls need to be insulated.

Interior Sheeting: Appx ½” walls & ceiling. Ceiling needs to be insulated.

Interior Trim: ¾” x ¾” in all corners, ¾” x 1 ½” around door & windows.

Side Windows: appx. 48” x 48” w/screens mounted in the center of each side wall.

No Window on Back Wall

Gable Roof: (metal or shingles) drip edge, metal fascia and soffit.

Exterior Siding: Metal, Wood (painted) or Vinyl (must have sheeting under it).

Exterior Trim: (corners, windows & doors) Metal, Wood (painted) or Vinyl.

Exterior Service Door: 36” w/large window, non-locking doorknob installed

Screen Door:

Buildings need to be built to retain heat during the cold season.

An area on the back wall will need to be framed out for direct vent from furnace, information will be supplied prior to build.

Buildings can be built on site or built off site and hauled in. Must be level when completed.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 16, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1446

DEPARTMENT: Environmental Services

TIME REQUESTED: 5 Minutes

PRESENTER: Daniel Swenson

AGENDA ITEM:

Public Hearing Rezone Application - 19-008-1203

BOARD ACTION REQUESTED:

Hold a Public Hearing and review/initiate the Planning Commissions recommendation to rezone the property located at 19-008-1203 to Light Industrial Commercial

BACKGROUND:

On March 10, 2021, the Planning Commission unanimously recommended approval to the County Board to rezone parcel 19-008-1203 based on the attached application, findings of fact, conclusions of law, resolution and order.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. 2021.03.11 Harris Township Rezone Application and Findings

Motion To: Approve the Application to Amend Zoning Map/Rezone, submitted by Todd Major and Pete Stacklie, to rezone parcel 19-008-1203 to Light Industrial Commercial per the Findings of Fact, Conclusions of Law, Order and Resolution.

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

DATE 2/3/2021 PHONE # _____ MIT # _____

ITASCA COUNTY APPLICATION TO AMEND ZONING MAP/REZONE

APPLICANT/ADDRESS Todd Major 32575 South Wood Rd. Grand Rapids
Pete Stacklie 18031 Trigger Trail Grand Rapids

AGENT/ADDRESS _____

PROPERTY ADDRESS 20757 U.S. Hwy 169 Grand Rapids MN 55744

PROPERTY DESCRIPTION/PARCEL # 19-008-1203

LAKE NAME/CLASS NA EX. USE Res. S 300' OF NW NE W OF TH 169, Section 9, Harris Twp. 54-25

ZONING DISTRICT [EXISTING] Farm Residential

ZONING DISTRICT [PROPOSED] Light Industrial/Commercial

Reason for Proposed Amendment or Zone Change Build new shop/office for construction company. (A-1 Concrete & Masonry)
Used Car Sales (P&T sales)

Attach to this form a map showing property location, all properties within 300', dimensions of existing and proposed buildings, all streets and roads, North direction and any other information pertinent to this request.

SITE INSPECTION: A site inspection shall be made by the Board and the applicant acknowledges that no one can be prohibited from coming onto the property X Yes. The applicant chooses a site inspection by staff Yes.

SIGNATURE/DATE: Todd Major 2/3/2021 Pete Stacklie 2-3-2021

On 2/4/2021, the Zoning Office received the completed application, accompanying information and the fee is paid in full

PERMIT APPROVAL: In accordance with MS#15.99, Itasca County must approve or deny the variance application within 60 days of submission of the completed application/fee. If said application is denied, the reason/s must be stated in writing at the time of denial. This time line may be extended by Itasca County for another 60 days provided the applicant/s receive written notice with reasons for the extension. The extension may not exceed 60 days unless approved by the applicant. The 60 days will end on: 4/5/2021

On _____ Planning Commission/BoA authorized an extension for the following reasons with an expiration date of: _____

Authorizing Signature and Date: _____

On _____ the applicants hereby waive the time frame requirements set forth in MS#15.99:

Signatures _____ Witness: _____

RECOMMENDATION

TOWN BOARD OF _____ APPROVAL CHAIR _____
OR AMEND DATE _____
UNORGANIZED TOWNSHIP REJECTION COMMISSIONER _____
REASONS: _____

Amendments to the Zoning Map/Rezone shall be recommended for approval to the County Board upon finding by the Planning Commission that all of the following conditions exist:

1. The proposed zoning does not substantially conflict with the Itasca County Comprehensive Plan.
2. The proposed zoning shall not be spot zoning, which is zoning to discriminate in favor of one lot or parcel out of context with surrounding lots or parcels.
3. The original zoning was inconsistent with the comprehensive or land use plan; or an error was made in the comprehensive or land use plan which should be corrected along with the zoning; or substantial changes have occurred in the community since the adoption of the comprehensive or land use plan, which should result in the plan/s and the zoning being amended.
4. A clear public need for and benefit from the proposed rezoning shall exist beyond any benefit or convenience to the land owner.

RECOMMENDATION:

On 3/10/2021 the Planning Commission/Board of Adjustment, unanimously/ majority vote recommends, to the County Board of Commissioners, APPROVAL AMENDMENT REJECTION of the map amendment/rezone submitted by Todd Major and Pete Stacklie



Chairperson – Itasca County Planning Commission/Board of Adjustment

On _____ the County Board of Commissioners unanimously/ majority vote recommends APPROVAL AMENDMENT REJECTION of the map amendment/rezone submitted by _____

Chairperson – Itasca County Board of Commissioners

Approval includes the findings of fact and compliance with all County, State and Federal Rules, Regulations and Statutes as required by law.

In accordance with Section 18.4 of the Zoning Ordinance , all decisions by the County Board shall be final. Judicial review of these decisions by injunction, mandamus, declaratory judgment or other remedy shall be in the manner prescribed by law.

Amendment/Rezone Application for:

HARRIS TOWNSHIP'S "FACTS OF FINDING"

Criteria Necessary for Granting a Recommendation for a

REZONE REQUEST

To make an affirmative recommendation of a Rezone Request to the Itasca County Planning Commission and Board of Adjustment, the Harris Town Board must identify all positive findings as specified:

REQUEST FROM: Todd Major, Pete Stacklie

DATE 2/24/2021

REQUEST FOR: Rezone

1. Are terms of the rezone consistent with the Harris Township Comprehensive Plan? Yes or No or N/A

Comments: within the area

2. Will this request be considered a spot rezone?

Yes or No or N/A

Comments: other like properties

3. If granted, will the rezone maintain the essential character of the neighborhood?

Yes or No or N/A

Comments: other business in area

4. Have environmental concerns or precautions been addressed?

Yes or No or N/A

Comments:

5. Have boundary/property lines been found, correctly identified, and agreed upon by all property owners involved?

Yes or No or N/A

Comments:

6. Will the site have sufficient vehicle access in and out of the property, and will there be adequate parking space (if applicable)?

Yes or No or N/A

Yes or No or N/A

Comments:

Other Comments : _____

Based on the criteria above, the Harris Town Board will make the following recommendation to the Itasca County Planning Commission / Board of Adjustment regarding the Rezone Request:

X RECOMMEND AS PRESENTED/REQUESTED

____ DO NOT RECOMMEND

____ RECOMEND IF AMENDED AS FOLLOWS:

Signed, the Harris Township Board of Supervisors:

Peggy Clayton Peggy Clayton, Chair

Mike Schack Mike Schack

Ken Haubrich Ken Haubrich

Dan Gilbert Dan Gilbert

Jim Kelley Jim Kelley

Note:

The Harris Town Board reserves the right to change or amend their recommendation, based on new information, up until the scheduled public hearing by the Itasca County Planning Commission / Board of Adjustment

DATE: 2/24/2021

C: PCBA, applicants

Nelson, Joseph
M & Jessica J
19-008-1206

Farm
Residential

Light
Industrial /
Commercial

J Nelson
Properties Llc
19-008-1235

Major, Todd &
Stacklie, Pete
19-008-1203

Phillips, Eric
& Jeanine
19-008-1302

Light
Industrial /

20853

169

20834

208:9

208:7

169

20790

Light I
/ Com

Property
Holdings In
19-008-121

20757

20760

20755

169

20734

In Re: FINDINGS OF FACT, CONCLUSIONS OF LAW,
RESOLUTION AND ORDER

Rezone application for: Todd Major, 32575 Southwood Rd., Grand Rapids, MN 55744
Pete Stacklie, 18031 Trigger Trail, Grand Rapids, MN 55744

Property Location/Address: 20757 US Hwy 169, Grand Rapids, MN 55744
S 300' of NW NE W of TH 169, Section 8, Harris Township 54-25
Parcel #19-008-1203

The rezone application, from Farm Residential to Light Industrial Commercial on the above parcels came before the Planning Commission/Board of Adjustment at their regular meeting on 3/10/2021 with Todd Major and Pete Stacklie present as representatives. Also present were the following: Board members Richard Kortekaas, Lisa Maasch, Dan Butterfield and Mike Oja; Environmental Services Director Dan Swenson and Peggy Clayton, Harris Township.

Upon the records, files and proceedings herein, the Board makes the following:

FINDINGS OF FACT

1. The parcel is:
 - a. Approximately 5 acres in area;
 - b. Zoned Farm Residential;
 - c. Non-shoreland.
 - d. Borders US Hwy 169, a Class A Highway;
 - e. Located in Harris Township T54 R25, Commissioner District #4.
2. On 2/4/2021, the applicants submitted an application for rezone from Farm Residential to Light Industrial Commercial.
3. The applicants propose to use this parcel for a shop/office for a construction company and used car sales. The acreage is consistent with the Light Industrial Commercial zoning district requirements.
4. The property is adjacent to Light Industrial Commercial to the north and south and Farm Residential to the west.
5. On June 28, 2017, Harris Township updated their Comprehensive Land Use Plan and – page 11 identifies, “The Highway 169 corridor running south to north through the community, across Pokegama Lake and into Grand Rapids represents Harris’ best opportunity to enhance its property tax base through commercial and light industrial development. In general terms, the community supports: North of Pokegama Lake: the area supported for potential future commercial development is expanded to include most of both sides of the highway. The Township favors commercial development that requires highway access and visibility, large lots and open areas (e.g., auto dealerships, contractors, storage, etc.) but commercial/light industrial development of any suitable and allowable nature will be supported.
6. Section 20.3.4, a Rezone or Amendment to the Zoning Map may only be recommended for approval, to the County Board, upon finding by the Planning Commission/BoA that all of the following exist:

- A. The proposed zoning does not substantially conflict with the Itasca County Comprehensive Plan.
 - B. The proposed zoning shall not be spot zoning; that is zoning that discriminates in favor of one lot or parcel out of context with surrounding lots or parcels.
 - C. The original zoning was inconsistent with the comprehensive plan; or an error was made in the comprehensive plan which should now be corrected along with the zoning; or substantial changes have occurred in the community which should result in the comprehensive plan and the zoning being amended.
 - D. A clear public need for and benefit from the proposed rezoning shall exist beyond any benefit or convenience to the landowner.
7. Per Section 6.1, the purpose of the Farm Residential Zoning District is:
- Section 6.1 Purpose**
- The purposes of the Farm Residential Zoning District are to implement the following goals, including those contained in the Itasca County Comprehensive Land Use Plan:
- 6.1.1 To protect and promote the continuation of rural living, farming, and forestry in areas of Itasca County that have historically contained these uses and, therefore, have developed compatible residential patterns and transportation infrastructure;
 - 6.1.2 To permit primarily agriculture and forestry land uses and activities;
 - 6.1.3 To separate agricultural and forestry land uses and activities from incompatible residential, commercial, industrial development, and public facilities;
 - 6.1.4 To achieve the goals of growth management, natural resource protection, and economic diversity as stated in the Itasca County Comprehensive Land Use Plan; and
 - 6.1.5 To maintain agricultural and forest land in sufficient size tracts for economic operations.
8. Per Section 8.1, the purpose of the Light Industrial Commercial Zoning District is:
- The purpose of the Light Industrial Commercial Zoning District is to implement the following goals including those contained in the Itasca County Comprehensive Land Use Plan:
- 8.1.1 To protect and promote the continuation of light commercial areas in Itasca County that have historically contained these uses and therefore have developed compatible commercial patterns and transportation infrastructure;
 - 8.1.2 To make land available to meet the needs of commercial establishments and light industrial plants in the form of compact business development to avoid problems of mixed land use and traffic congestion; and
 - 8.1.3 To achieve the goals of growth management, natural resource protection, and economic diversity as stated in the Itasca County Comprehensive Land Use Plan.
9. The Comprehensive Land Use Plan/Transportation Goal/Commercial/Industrial Objective/Commercial corridors – supports the designation of specific commercial areas along Highways 2, 169 and 38.
10. Notice of the Planning Commission/BoA 3/10/2021 site inspection and public hearing was published in the 2/24/2021 issue of the *Grand Rapids Herald Review* and the 2/25/2021 issue of the *Scenic Range News Forum*. Notice of the 3/16/2021 County Board public hearing will be published in the 2/27/2021 issue of the *Grand Rapids Herald Review* and 3/4/2021 issue of the *Scenic Range News Forum*.
11. As required in Article 18, notice of the 3/10/2021 Planning Commission/BoA hearing and the 3/16/2021 County Board hearing was sent to applicants, property owners within 1/2 mile of the affected property and Harris Township Clerk for their information and comment.
12. On 2/24/2021, Harris Township recommended approval of the rezone application.
13. The site was viewed by the PC/BoA on 3/10/2021 in the morning prior to the hearing.

14. In accordance with Section 20.3.1, the Planning Commission/BoA shall conduct at least one public hearing on all property zoning map amendments and report [their recommendation] to the County Board in writing within 30 days of the close of the hearing/s.
15. The County Board will conduct their public hearing on Tuesday, 3/16/2021, at 2:30 p.m. at in the County Board Room of the Courthouse.
16. Per Section 20.3.2, upon the filing of a report by the Planning Commission/BoA or upon expiration of the 30-day period, the County Board may by resolution adopt the amendment or any portion thereof as it deems advisable.
17. In accordance with Minnesota Statue 15.99, Itasca County must approve or deny the rezone application within 60 days of submission which is 4/5/2021.
18. The record consists of:
 - PCBA 01- Rezone application submitted on 2/4/2021, Harris Township Findings (3 pgs.);
 - PCBA 02- Site/zoning map;
 - PCBA 03- Notice dated 2/19/2021 to property owners;
 - PCBA 04- Notice dated 2/19/2021 to Harris Township Clerk;
 - PCBA 05- Notice dated 2/19/2021 to affected property owners, map, list of affected of property owners (6 pgs.);
 - PCBA 06- Staff report dated 3/5/2021 (3 pgs.);
 - PCBA 07- Rezone guideline forms completed by the PCBA members (4 pgs.);

CONCLUSIONS OF LAW

The rezone from Farm Residential to Light Industrial Commercial is recommended for approval to the County Board because:

- A. The proposed zoning does not substantially conflict with the Itasca County Comprehensive Land Use Plan (CLUP) - the Harris Township Comprehensive Plan supports commercial zoning along the Hwy. 169 corridor; most of the neighboring parcels have already been rezoned to Light Industrial Commercial;
- B. The proposed zoning is not spot zoning as adjacent parcels have already been rezoned to Light Industrial Commercial;
- C. The original zoning was inconsistent with the Comprehensive Land Use Plan; or an error was made in the Comprehensive Land Use Plan, which should now be corrected along with the zoning district; or substantial changes have occurred in the community, which should result in the Comprehensive Land Use Plan and the zoning being amended—adjacent parcels were rezoned several years ago to Light Industrial Commercial; changes have occurred and the surrounding area has been commercially developed; and
- D. A clear public need for and benefit from the proposed rezoning shall exist beyond any benefit or convenience to the landowner—the rezone will improve the tax base; the area is commercially developed; commercial development is encouraged along the Hwy. 169 corridor and Harris Township recommended approval.

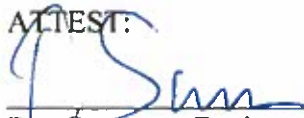
RESOLUTION

Now therefore, Butterfield/Kortekaas motioned to recommend (to the County Board) approval of the rezone application submitted by Todd Major & Pete Stacklie for rezone from Farm Residential to Light Industrial Commercial as set forth in the 3/5/2021 staff report. Motion carried unanimously.


Lisa Maasch, Chairperson

3-10-21
Date

ATTEST:


Dan Swenson, Environmental Services Director

3-16-21
Date



ITASCA COUNTY
PLANNING COMMISSION/BOARD OF ADJUSTMENT
123 NE 4th St
Grand Rapids, MN 55744
(218) 327-2857

Wednesday, 3/10/2021

11:00 A.M.

Itasca County Boardroom

The regular meeting of the Itasca County Planning Commission/Board of Adjustment (PC/BoA) was held on Wednesday, 3/10/2021, at 11:00 a.m. * in the County Board Room of the Courthouse with the following in attendance:

MEMBERS PRESENT: Richard Kortekaas, Dan Butterfield, Mike Oja, Lisa Maasch;

ABSENT: Mike Bellomy;

EXOFFICIO: Environmental Services Director Dan Swenson; Environmental Services Technician Jim Gustafson;

GUESTS: Todd Major; Pete Stacklie; John Maxwell; Bradley Johnson (via phone);

*Members met at the Courthouse at 8:15 a.m. to view the properties and then returned to the Courthouse to hold the meeting.

Chair Maasch called the Planning Commission/Board of Adjustment meeting to order, opening with the Pledge of Allegiance. Copies of the agenda and opening statement were available for the audience.

Agenda. Upon the motion of Butterfield/Oja, which carried unanimously, the agenda was approved as distributed and motion carried unanimously.

Minutes. Upon the motion of Kortekaas/Oja, which carried unanimously, the minutes of the 1/13/2021 hearing were approved as distributed.

Todd Major & Pete Stacklie/Rezone— S 300' of NW NE W of TH 169, Section 8, Harris Township 54-25, submitted an application for rezone from Farm Residential to Light Industrial Commercial. Mr. Swenson entered the staff report dated 3/5/2021 into the record, a copy of which has been distributed to the PC/BoA and applicants. Todd Major & Pete Stacklie were present and discussed their proposed rezone request and explained they would like to move the A-1 Concrete location to this site and add car sales. Peggy Clayton, with Harris Township, was present and commented that Harris Township recommended approval of the rezone application. Kortekaas/Butterfield motioned to close the public portion of the meeting which carried unanimously.

Motion: Butterfield/Kortekaas motioned to recommend (to the County Board) approval of the rezone application submitted by Todd Major & Pete Stacklie for rezone from Farm Residential to Light Industrial Commercial as set forth in the 3/5/2021 staff report. Motion carried unanimously.

Chair Maasch adjourned the Planning Commission and opened the Board of Adjustment of Meeting.

Bradley Johnson/John Maxwell/Variance— Lots 14-15 and the NE 15' of Public ROW lyg Wly & adj thereto, Northwood Acres, Section 29, Marcell Township 59-26, submitted an application for variance from Section 5.13.1 of the Zoning Ordinance for construction of a 140 SF sauna to be located 16.5' from the Ordinary High Water Level (OHWL) of North Star Lake. Mr. Swenson entered the staff report dated 3/5/2021 into the record, a copy of which has been distributed to the PC/BoA and applicants. He added two items to the record: (PCBA 01f) a recommendation for denial from Marcell Township with concerns of setting a precedent and (PCBA 09)

GUIDELINES FOR AMENDMENTS TO THE ZONING MAP

Applicant: Todd Major and Pete Stacklie

Property Location: Parcel #19-008-1203 S 300' of NW NE W of TH 169, Section 8, 54-25
TBD Hwy. 169 S., Grand Rapids, MN 55744

Present Zone District: FR (Farm Residential) Proposed Zoning District: LIC (Light Industrial Commercial)

Amendments to the Zoning Map shall be recommended for approval, to the County Board, upon findings by the Planning Commission that all of the following conditions exist:

1. The proposed zoning does not substantially conflict with the Itasca County Comprehensive Plan. Why or Why not: no -> the acreage is consistent with the light industrial commercial.
2. The proposed zoning shall not be spot zoning, that is zoning that discriminates in favor of one lot or parcel out of context with surrounding lots or parcels. Why or Why not: no - The surrounding area is already zoned light industrial commercial.
3. The original zoning was inconsistent with the comprehensive plan; or an error was made in the comprehensive plan which should now be corrected along with the zoning; or substantial changes have occurred in the community which should result in the comprehensive plan and the zoning being amended. Why or Why not: surrounding area is all businesses
4. A clear public need for and benefit from the proposed rezoning shall exist beyond any benefit or convenience to the landowner, Why or Why not: yes - improve tax base and surrounding area all business wants township approved as well -

Recommendation to County Board:

Approval

Rejection

Lisa Maresh
Chairperson of the Planning Commission/BoA

3-10-21
Date

GUIDELINES FOR AMENDMENTS TO THE ZONING MAP

Applicant: Todd Major & Pete Stacklie
Parcel #19-008-1203 S 300' of NW NE W of TH 169, Section 8, 54-25
Property Location: TBD Hwy. 169 S., Grand Rapids, MN 55744

Present Zone District: FR (Farm Residential) Proposed Zoning District: LIC (Light Industrial Commercial)

Amendments to the Zoning Map shall be recommended for approval, to the County Board, upon findings by the Planning Commission that all of the following conditions exist:

1. The proposed zoning does not substantially conflict with the Itasca County Comprehensive Plan. Why or Why not:
Does not - ~~is~~ most of that part of the Highway has been zoned Lt Industrial / Commercial
2. The proposed zoning shall not be spot zoning, that is zoning that discriminates in favor of one lot or parcel out of context with surrounding lots or parcels. Why or Why not: *no it will not same as #1*
3. The original zoning was inconsistent with the comprehensive plan; or an error was made in the comprehensive plan which should now be corrected along with the zoning; or substantial changes have occurred in the community which should result in the comprehensive plan and the zoning being amended. Why or Why not:
Changes have been made so most have been zoned Lt Industrial / Commercial for a couple of yrs
4. A clear public need for and benefit from the proposed rezoning shall exist beyond any benefit or convenience to the landowner. Why or Why not:
The need would be so all property along there is zoned the same -

Recommendation to County Board:

Approval

Rejection

Chairperson of the Planning Commission / BoA

Date

Berkman Kottmann *3/10/21*

GUIDELINES FOR AMENDMENTS TO THE ZONING MAP

Applicant: Todd Major and Pete Stacklie

Property Location: Parcel #19-008-1203 S 300' of NW NE W of TH 169, Section 8, 54-25
TBD Hwy. 169 S., Grand Rapids, MN 55744

Present Zone District: FR (Farm Residential) Proposed Zoning District: LIC (Light Industrial Commercial)

Amendments to the Zoning Map shall be recommended for approval, to the County Board, upon findings by the Planning Commission that all of the following conditions exist:

1. The proposed zoning does not substantially conflict with the Itasca County Comprehensive Plan. Why or Why not: *Most neighboring parcels are already rezoned*

2. The proposed zoning shall not be spot zoning, that is zoning that discriminates in favor of one lot or parcel out of context with surrounding lots or parcels. Why or Why not: *Do see above*

3. The original zoning was inconsistent with the comprehensive plan; or an error was made in the comprehensive plan which should now be corrected along with the zoning; or substantial changes have occurred in the community which should result in the comprehensive plan and the zoning being amended. Why or Why not: *This area was rezoned in 2012-18 for several businesses*

4. A clear public need for and benefit from the proposed rezoning shall exist beyond any benefit or convenience to the landowner. Why or Why not: *added tax base for township, new additional business*

Recommendation to County Board:

Approval

Rejection

[Signature]
3/10/2021

Chairperson of the Planning Commission/BoA

Date

GUIDELINES FOR AMENDMENTS TO THE ZONING MAP

Applicant: Todd Major and Pete Stacklie

Property Location: Parcel #19-008-1203 S 300' of NW NE W of TH 169, Section 8, 54-25
TBD Hwy. 169 S., Grand Rapids, MN 55744

Present Zone District: FR (Farm Residential) Proposed Zoning District: LIC (Light Industrial Commercial)

Amendments to the Zoning Map shall be recommended for approval, to the County Board, upon findings by the Planning Commission that all of the following conditions exist:

1. The proposed zoning does not substantially conflict with the Itasca County Comprehensive Plan. Why or Why not: *com plan*
NO - Harris Trp has rezoned 169 corridor N of County to be zoned commercial light industrial/commercial
2. The proposed zoning shall not be spot zoning, that is zoning that discriminates in favor of one lot or parcel out of context with surrounding lots or parcels. Why or Why not:
no parcels have been rezoned light industrial
↓ spot zoning *along 169 corridor*
3. The original zoning was inconsistent with the comprehensive plan; or an error was made in the comprehensive plan which should now be corrected along with the zoning; or substantial changes have occurred in the community which should result in the comprehensive plan and the zoning being amended. Why or Why not:
FR zone was not completed / Fest Truck stops
4. A clear public need for and benefit from the proposed rezoning shall exist beyond any benefit or convenience to the landowner. Why or Why not:
S. 169 corridor is prime location for business development / expansion

Recommendation to County Board:

Approval

Rejection

Chairperson of the Planning Commission/BoA

Date



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 16, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1439

DEPARTMENT: Administrative Services

PRESENTER: Loren Solberg

TIME REQUESTED: 10 Minutes

AGENDA ITEM:

Legislative Priority Update

BOARD ACTION REQUESTED:

Receive a Legislative Priority Update.

BACKGROUND:

Attached are the legislative priorities presented at the Legislative Luncheon.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

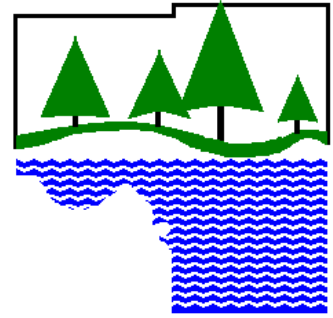
1. 2021 Legislative Priorities

RESULT:

INFORMATIONAL - NO ACTION TAKEN

ITASCA COUNTY

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



Itasca County 2021 Legislative Priorities

1. Support Itasca County's Local Option Sales Tax and Sales Tax Exemption resolutions regarding the DOC mandated correctional facility.
2. Anoka Regional Treatment Center cost shift to Counties: DHS did add the ability for the County to Appeal but DHS specifically states that the appeal cannot be on the determination that it is clinically appropriate for a client to be discharged – which completely defeats the reason for the appeal process. We will still get a \$40,000 per month bill on these clients with no appeal process – or any reimbursement mechanism.
3. Keeping value-based reimbursement in place without reducing the rates – essential for Skilled Nursing Facilities who have made investments in staff and resources expecting the value-based reimbursement to continue.
4. Appropriate reimbursement on ICWA funding based on costs and utilization.
5. Require DHS to follow state statute regarding Medicaid/Medicare Advantage/Special Needs Basic Care Procurement processes.
6. Enbridge and other state property tax assessed asset valuations cases – aid for Counties in back payments and future liabilities.

Of Legislative Importance

1. Fully fund Probation Officers Reimbursement according to M.S.A. 244.19. Reimbursement to Itasca County should be 50% of salary costs, currently at 30%.
2. Short-term Rentals: VRBO's/Air B&B – State reform is needed.
3. Canisteo Mine Pit – Dewatering efforts
4. Hill Annex Mine – Support efforts to keep this open
5. Hwy 169 – Support efforts for double lane completion

Health and Human Services Priorities

- COVID-19 Response, using local Public Health as a resource to get out the Vaccine. Not sending it to “Regional” locations. Local PH knows the need and has the capacity.
- Loss of Moose Lake Hospital dollars would be about \$1.5 million to Region 3. Several Hundred Thousand dollars to Itasca County. Leo touched on this at the Work Session Tuesday. From what I understand the new AMHI funding formula is being targeted for the Spring of 2021. If those Moose Lake dollars are re-allocated, it will impact our Region and County. This all stems from the Closure of Moose Lake RTC and the legislation in 1993 for services to be provided for patients with mental illness relocated from Moose Lake RTC. In 2003 that language from 1993 was repealed, but the dollars have continued to be included in our Regions AMHI.
- Allowance for some of the temporary waivers that have been in place due to the COVID-19 pandemic to become permanent and a new way of delivering services that is more efficient and effective in serving residents of Minnesota.
- Hold Counties harmless for the underbilling by DHS to Counties on the County Share of Substance Use Disorder Institutes of Mental Disease Payments. (DHS underbilled Counties from January of 2014 through May of 2019. Statewide estimate is \$8.8 million, Itasca specific estimate is \$159,438.84). The State has been billing Itasca County, but we have not paid these bills.

Transportation Priorities

1. Funding - The HUTDF has a documented shortfall of \$1.13 Billion per year to adequately maintain a statewide transportation network of safe roads and bridges.
 - MCEA supports significant increases in long term, sustainable, transportation funding via new or existing revenues dedicated to the Highway User Tax Distribution Fund (HUTDF)
 - Including but not limited to:
 - Gas Tax, including indexing or other inflationary increases;
 - Motor vehicle registration fees;
 - Motor vehicle sales tax;
 - Gross receipts tax on transportation fuels.
 - MCEA supports providing transportation revenue through traditional general obligation and trunk highway bonding programs including:
 - Local Bridges
 - Local Road Improvement Program
 - Railroad Grade Crossing safety funding
 - Greater MN Transit
 - State Highway Jurisdictional Transfers
 - Priority trunk highway infrastructure.
 - Safe Routes to School
2. Safety
 - Speed Limits
 - MCEA supports the process established by Minnesota Statutes 169.14, Subd. 5 which ensures objective, uniform determination of speed limits by centralizing such authority with the Minnesota Commissioner of Transportation.
3. Weight Limits
 - MCEA opposes any increase in non-permitted truck weights.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, March 16, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1378

DEPARTMENT: Administrative Services

TIME REQUESTED: 10 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Discuss Hiring Freeze

BOARD ACTION REQUESTED:

Discuss the current Hiring freeze.

BACKGROUND:

On April 14, 2020, the Board approved a 180 day hiring and major purchase freeze. During budgets, discussions were had regarding allowing the freeze to expire or be extended. On October 13, 2020, the Board approved extending the process where by departments request County Board approval for filling of budgeted positions for another 180-days.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

03/16/2021

RESULT:	RECOMMENDED FOR REGULAR	NEXT: 04/13/2021 2:30 PM
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