



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, July 13, 2021

2:30 PM

Itasca County Boardroom

FINAL

REGULAR SESSION MINUTES

I. CALL TO ORDER

Chair Ives called the meeting to order at 2:31 PM.

Attendee Name	Title	Status	Arrived
Davin Tinquist	District #1	Present	2:31 PM
Terry Snyder	District #2	Present	2:31 PM
Leo Trunt	District #3	Present	2:31 PM
Burl Ives	District #4	Present	2:31 PM
Ben DeNucci	District #5	Present	2:31 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Pull Item #5.9 (Easement over Tax-Forfeited Land to Huber Engineered Woods), add the item as Item #6.7, amend Item #6.7 (Commissioner Warrants), and approve the agenda, as amended.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, July 6, 2021 County Board Special Session and the Tuesday, July 6, 2021 County Board Work Session.

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

V. CONSENT AGENDA

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

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

1. Approve contract with Braun Intertec for Soil, Groundwater, and Soil Vapor investigation at the new Correctional Facility/Courts construction site.
2. Approve contract with Braun Intertec for Special Inspection and Construction Materials Testing Services for the Correctional Facility/Courts construction.

3. Authorize IMCare Director and County Board Chair to sign the contract between IMCare and Kreklow Dental PLLC.
4. Authorize Itasca County Health and Human Services (HHS) to use Honeywell, Inc. as the project manager to go out for bids on the Itasca Resource Center (IRC) Roof Top Unit (RTU) Replacement Project.
5. Award Contract 66322 for TH 2 / CSAH 63 Intersection Project to the lowest responsible bidder, KGM Contractors, Inc., in the amount of \$927,662.17 and authorize the required signatures on the contract documents.
6. Adopt the Resolution Re: Cooperative Construction Agreement No. 07012021 between Itasca County and the City of Grand Rapids, which authorizes Itasca County to enter into the agreement.
7. Approve Highway Easement over Portions of Tax-Forfeit Land to the City of Deer River over and across tax-forfeited trust lands described as that part of the East 120 feet of Lots 13 and 14, Block 17, Plat of Itasca City for the appraised value of \$276.00 and authorize necessary signatures.
8. Accept attached land classification list and schedule a Fall 2021 Land Classification Meeting for Tuesday, September 21, 2021 at 1:00 pm in the County Board Room.
10. Approve Recreational Trail License to the City of Cohasset across tax-forfeited land described as part of Lot 8; Section 23, Township 55 North, Range 26 West, 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 Lee Nowling who accepted a job change from Social Worker, Family Services Division to Child Support Officer, Health & Human Services Department effective June 27, 2021.

Welcome new employee Aaron Gabler, Highway Maintenance Worker, Transportation Department effective July 6, 2021.

Welcome new employee Blake Thompson, Helpdesk Technician, MIS Department effective July 6, 2021.

Welcome new employee Clint Chance, Highway Maintenance Worker, Transportation Department effective July 12, 2021.

Farewell to Carrie Sheehy whose last day as an Administrative Services Assistant will be July 14, 2021 after 19+ years of service.

Welcome new employee Nicole Maki, Eligibility Specialist, Family Services Division, Health & Human Services Department effective July 12, 2021.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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3. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of July 16, 2021, 2021, in the amount of \$2,587,358.03.

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

4. 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**

5. Bid Award for Pedestrian Crossing System - Coleraine

Motion To: Award a contract for the Pedestrian Crossing System in Coleraine to the lowest responsible bidder, TNT Construction Group, LLC, in the amount of \$218,900 and authorize signatures on the contracts.

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

6. Public Hearing Re: Adoption of a Water Surface Use Ordinance for a Slow No Wake Zone on the North Bay of Johnson Lake #31058600

Motion To: Open the Public Hearing Re: Adoption of a Water Surface Use Ordinance for a Slow No Wake Zone on the North Bay of Johnson Lake #31058600.

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

Motion To: Close the above Public Hearing.

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

Motion To: Adopt a Water Surface Use Ordinance for a Slow-No Wake Zone on the North Bay of Johnson Lake #31058600, pending approval by the Minnesota Department of Natural Resources (DNR).

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

7. Easement over Tax-Forfeited Land to Huber Engineered Woods

Motion To: Approve easement for railway purposes to Huber Engineered Woods, LLC over tax-forfeited land described as Government Lot 3, Government Lot 4 and the East Half of the Southwest Quarter all in Section 31, Township 56 North, Range 26 West, and authorize necessary signatures.

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

VII. COMMISSIONER COMMENTS

Commissioner Snyder provided comment regarding the recent Wilderness Wheelers Open House and Safety Day and their use of the \$1,000 grant they received to collaborate with local businesses to purchase youth helmets.

RECESS

Chair Ives recessed the meeting at 3:04 PM.

RECONVENE

Chair Ives reconvened the meeting at 3:07 PM, with all members present.

VIII. CLOSED SESSIONS

1. Closed Session Re: Moratzka, Timothy D. Trustee of the Nancy L. Mayen Residual Trust/Application

Motion To: Go into Closed Session pursuant to MN Statutes 13D.05, Subd. 3(B) and 13D.05, Subd. 1(D) based upon Attorney Client Privilege MN Statute 595.02, Subd. 1(B) to consult with its Attorney in reference to a pending action in the Matter of the Moratzka, Timothy D. Trustee of the Nancy L. Mayen Residual Trust/Application.

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

Others Present: County Attorney Matti Adam, Land Commissioner Kory Cease, Chief Deputy/First Assistant County Attorney Michael Haig, County Administrator Brett Skyles, and Deputy Clerk of the County Board Amanda Schultz.

Motion To: Go into Open Session.

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

Motion To: Direct the County Attorney's office to continue to pursue an appeal in the Matter of the Moratzka, Timothy D. Trustee of the Nancy L. Mayen Residual Trust/Application.

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

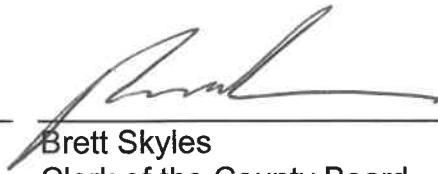
IX. ADJOURN

Chair Ives adjourned the meeting at 3:29 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, July 13, 2021

RESOLUTION 2021-44

RE: COOPERATIVE CONSTRUCTION AGREEMENT NO. 07012021

IT IS RESOLVED that Itasca County enter into Agreement No. 07012021 with the City of Grand Rapids for the following purposes:

To provide for payment by the City to the County for the City's share of the costs of the trail work and other associated engineering to be performed upon, along, and adjacent to Trunk Highway No. 2 and County State Aid Highway 63 under State Aid Project No. 031-663-024.

IT IS 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.

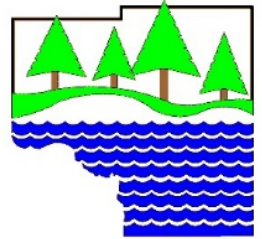
RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Terry Snyder
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 13th day of June A.D. 2021 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 13th day of June A.D. 2021.

Administrator



July 13, 2021

Chair:

PULL:

1. Item #5.9 – Easement over Tax-Forfeited Land to Huber Engineered Woods

ADDITIONS:

1. Item #6.7 (Item #5.9 – Easement over Tax-Forfeited Land to Huber Engineered Woods)

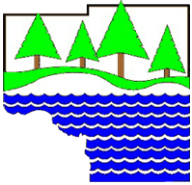
CHANGES:

1. Item #6.3 should read as follows:
Approve Commissioner Warrants with a check date of July 16, 2021, in the amount of \$2,587,358.03.

INFORMATIONAL:

1. Item #5.9 – Additional Information
2. Item #6.4 – Additional Information
3. Item #6.6 – Additional Information

Amanda



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, July 6, 2021

12:30 PM

Itasca County Boardroom

DRAFT

SPECIAL SESSION MINUTES

I. CALL TO ORDER

Chair Ives called the meeting to order at 12:30 PM.

Attendee Name	Title	Status	Arrived
Davin Tinquist	District #1	Present	12:30 PM
Terry Snyder	District #2	Present	12:30 PM
Leo Trunt	District #3	Present	12:30 PM
Burl Ives	District #4	Present	12:30 PM
Ben DeNucci	District #5	Present	12:30 PM

II. REGULAR AGENDA

1. American Rescue Plan (ARP) Request Form

Commissioners discussed and reviewed the ARP Request Form.

It was the consensus of the County Board to direct staff to add examples of use that will assist Itasca County requestors complete the form more easily.

RESULT: INFORMATIONAL - NO ACTION TAKEN

2. American Rescue Plan (ARP) Funding Discussion

Commissioners discussed individual ideas for use of the ARP funds and Land Commissioner Kory Cease and County Park System Manager Roger Clark provided updated information regarding potential projects at County Parks including Fairgrounds, Gunn Park, and Bass Lake Park.

Motion To: Approve the Park Projects and Funding Estimates budget for projects at County Parks including Fairgrounds, Gunn Park, and Bass Lake Park in an amount up to \$829,280, with the understanding that the Land Department will pursue grant opportunities and complete the ARP Request Form.

RESULT: FAILED DUE TO LACK OF A SECOND
MOVER: Commissioner Leo Trunt

Motion To: Approve the use of American Rescue Plan (ARP) Funds in amounts up to \$220,000 for projects at the Fairgrounds Campground, \$16,000 for repairs to the Fairgrounds Grandstands, and \$15,000 for Water Line Replacements at the Fairgrounds Campground.

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

Motion To: Approve the use of American Rescue Plan (ARP) Funds in an amount up to \$15,000 for signage and an information kiosk at Gunn Park.

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

Motion To: Approve the use of American Rescue Plan (ARP) Funds in an amount up to \$199,780 for renovation projects at Bass Lake Park Campground, with the addition of Wi-Fi as first priority under the Amenities section.

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

Motion To: Approve the use of American Rescue Plan (ARP) Funds in the amount of \$2,000,000 to buy down the amount needed to bond for the Huber Engineered Woods project, previously referred to as Project Frontier.

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

Motion To: Approve the use of American Rescue Plan (ARP) Funds in the amount of \$35,235 for weatherization services proposed by Kootasca Community Action.

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

3. Schedule Special Session

Motion To: Schedule a Special Session Re: American Rescue Plan (ARP) Funding on Tuesday, July 27, 2021 beginning at 12:30 PM in the Boardroom of the Itasca County Courthouse.

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

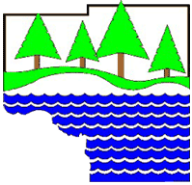
III. ADJOURN

Chair Ives adjourned the meeting at 1:46 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
(218) 327-2847

Tuesday, July 6, 2021

2:30 PM

Itasca County Boardroom

DRAFT

WORK SESSION MINUTES

I. CALL TO ORDER

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

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

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Approve the agenda, as presented.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, June 22, 2021 County Board Regular Session.

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

V. RECOMMENDED FOR CONSENT AGENDA

1. Approve contract with Braun Intertec for Soil, Groundwater, and Soil Vapor investigation at the new Correctional Facility/Courts construction site.

RESULT: RECOMMENDED FOR CONSENT **NEXT: 07/13/2021 2:30 PM**

2. Approve contract with Braun Intertec for Special Inspection and Construction Materials Testing Services for the Correctional Facility/Courts construction.

RESULT: RECOMMENDED FOR CONSENT **NEXT: 07/06/2021 2:30 PM**

3. Authorize IMCare Director and County Board Chair to sign the contract between IMCare and Kreklow Dental PLLC.

RESULT: RECOMMENDED FOR CONSENT **NEXT: 07/06/2021 2:30 PM**

4. Authorize Itasca County Health and Human Services (HHS) to use Honeywell, Inc. as the project manager to go out for bids on the Itasca Resource Center (IRC) Roof Top Unit (RTU) Replacement Project.

RESULT: **RECOMMENDED FOR CONSENT** **NEXT: 07/06/2021 2:30 PM**

5. Award Contract 66322 for TH 2 / CSAH 63 Intersection Project to the lowest responsible bidder, KGM Contractors, Inc., in the amount of \$927,662.17 and authorize the required signatures on the contract documents.

RESULT: **RECOMMENDED FOR CONSENT** **NEXT: 07/06/2021 2:30 PM**

6. Adopt the Resolution Re: Cooperative Construction Agreement No. 07012021 between Itasca County and the City of Grand Rapids, which authorizes Itasca County to enter into the agreement.

RESULT: **RECOMMENDED FOR CONSENT** **NEXT: 07/06/2021 2:30 PM**

7. Approve Highway Easement over Portions of Tax-Forfeit Land to the City of Deer River over and across tax-forfeited trust lands described as that part of the East 120 feet of Lots 13 and 14, Block 17, Plat of Itasca City for the appraised value of \$276.00 and authorize necessary signatures.

RESULT: **RECOMMENDED FOR CONSENT** **NEXT: 07/06/2021 2:30 PM**

8. Accept attached land classification list and schedule a Fall 2021 Land Classification Meeting for Tuesday, September 21, 2021 at 1:00 pm in the County Board Room.

RESULT: **RECOMMENDED FOR CONSENT** **NEXT: 07/06/2021 2:30 PM**

9. Approve easement for railway purposes to Huber Engineered Woods, LLC over tax-forfeited land described as Government Lot 3, Government Lot 4 and the East Half of the Southwest Quarter all in Section 31, Township 56 North, Range 26 West, and authorize necessary signatures.

RESULT: **RECOMMENDED FOR CONSENT** **NEXT: 07/06/2021 2:30 PM**

10. Approve Recreational Trail License to the City of Cohasset across tax-forfeited land described as part of Lot 8; Section 23, Township 55 North, Range 26 West, and authorize necessary signatures.

RESULT: **RECOMMENDED FOR CONSENT** **NEXT: 07/06/2021 2:30 PM**

VI. DISCUSSION / INFORMATIONAL

1. Citizen Input
No citizen input provided.
2. Cooperative Construction Agreement – Pedestrian Crossing System in Coleraine
Motion To: Adopt the Resolution Re: MnDOT Cooperative Construction Agreement No. 1045820, which authorizes Itasca County to enter into the agreement.

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

3. New Correctional Facility/Courts Construction Presentation

Larry Filippi from Contegrity Group provided an update regarding project costs and Ryan Weber from Klein McCarthy Architects provided an update regarding layout and design of the New Correctional Facility/Courts construction.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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VII. COMMITTEE REPORTS

Commissioner DeNucci reported on his attendance of recent Grand Village Board, County Board Special Session, Kootasca Community Action (KCA) meetings, as well as the Grand Village Years of Service Dinner, a tour of United Way of Northeast Minnesota, a meeting regarding county-wide mowing issues, and a meeting regarding property issues in Lone Pine Township.

Commissioner Tinquist reported on his attendance of recent Grand Village Board, Mississippi Headwaters Board (MHB), and Jail Committee meetings.

Commissioner Trunt reported on his attendance of recent Association of Minnesota Counties (AMC) District 2, Board of Appeal and Equalization, and Grand Village Board meetings, as well as the Grand Village Years of Service Dinner and a tour of the Shakopee DemCon facility.

Commissioner Snyder reported on his attendance of recent Board of Appeal and Equalization, Short-term Rentals, and County Board Special Session, as well as the Wabana Township Zoning and Comp Plan meeting, meetings regarding county-wide mowing and maintenance, meetings regarding mining, and a meeting with Itasca Economic Development Corporation (IEDC)/Tamara Lowney.

Commissioner Ives reported on his attendance of recent Board of Appeal and Equalization, Short-Term Rentals, County Board Special Session, and Grand Village Board meetings, as well as meetings regarding the Huber Engineered Woods project previously referred to as Project Frontier, and various township meetings.

VIII. ADMINISTRATOR UPDATE

IX. COMMISSIONER COMMENTS

Commissioner Ives provided comment regarding the efforts of Commissioners DeNucci and Snyder relative to mining issues and of Commissioner Tinquist relative to the Huber Engineered Woods project.

RECESS

Chair Ives recessed the meeting at 2:55 PM.

RECONVENE

Chair Ives reconvened the meeting at 2:58 PM, with all members present.

X. CLOSED SESSIONS

1. Closed Litigation Session - Opioids

Motion To: Go into Closed Session pursuant to Minnesota Statutes 13D.05, Subd. 3(b) and 13D.05, Subd. 1(d), based upon Attorney Client Privilege, Minnesota Statute 595.02, Subd. 1(b), to consult with its attorney in reference to Opioid Litigation.

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

Others Present: County Attorney Matti Adam, and Deputy Clerk of the County Board Amanda Schultz.

Motion To: Go into Open Session.

RESULT: **APPROVED (5 TO 0)**

MOVER: Commissioner Leo Trunt

SECONDER: Commissioner Ben DeNucci

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

Motion To: Approve the Chapter 11 Reorganization Plan of Purdue Pharma Bankruptcy and direct the County Attorney to carry out any further actions necessary.

RESULT: **APPROVED (5 TO 0)**

MOVER: Commissioner Terry Snyder

SECONDER: Commissioner Ben DeNucci

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

XI. ADJOURN

Chair Ives adjourned the meeting at 3:10 PM.

ATTEST

Burl Ives
Chair of the County Board

Brett Skyles
Clerk of the County Board



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, July 13, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1638

DEPARTMENT: Administrative Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Soil, Groundwater, and Soil Vapor Contract

BOARD ACTION REQUESTED:

Approve contract with Braun Intertec for Soil, Groundwater, and Soil Vapor investigation at the new Correctional Facility/Courts construction site.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. QTB140343 Itasca County
2. QTB140343 Itasca County SIGNED

07/06/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 07/13/2021 2:30 PM
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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Terry Snyder
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

June 8, 2021

Proposal QTB140343

Itasca County
c/o Mr. Larry Filippi
Contegrity Group
101 1st Street Southeast
Little Falls, MN 56345

Re: Proposal for Environmental Consulting Services (Additional Soil, Groundwater and Soil Vapor Investigation)
Proposed Itasca County Jail
1st Avenue Northeast and 4th Street Northeast
Grand Rapids, Minnesota

Dear Mr. Filippi:

Braun Intertec Corporation is pleased to present this proposal for environmental consulting services related to the proposed redevelopment of the referenced site. Background information is included in our previous environmental reports including the Response Action Plan/Construction Contingency Plan (RAP/CCP) dated March 1, 2021 and approved by the Minnesota Pollution Control Agency (MPCA) in letters dated April 22, 2021 (MPCA Superfund Program) and April 28, 2021 (MPCA Petroleum Brownfields Program).

After review of our Response Action Plan/Construction Contingency Plan (RAP/CCP) dated March 1, 2021, the MPCA Superfund Program provided a conditional approval letter dated April 22, 2021. The letter outlined conditions of the approval, which included in the following:

- **Provide a Work Plan for the additional investigation to MPCA Superfund Staff.**
- **Provide plans for the proposed vapor mitigation system to MPCA Superfund Staff.** The plans for soil vapor mitigation have been prepared in draft form and may require revisions based on additional design information. When plans are complete, they will be provided to MPCA.
- **Buildings still occupied on the Site should be immediately investigated for vapor intrusion risk.** With your verbal approval, indoor and outdoor air samples were collected in May, 2021 to investigate vapor conditions in the City of Grand Rapids Fire Hall. The fire hall will be completely vacated by June 7, 2021, and other Site buildings were vacated prior to the MPCA conditional approval letter. Results of the air sampling are pending at the time of this proposal, and will be provided to MPCA along with the Work Plan.
- **Conduct investigation to define the vapor intrusion area of concern (AOC) both on and off the property.**

- **Conduct investigation to define the full extent and magnitude of soil and groundwater impacts.**

This proposal will outline the Scope of Services and provide estimated costs for the proposed work.

Scope of Services

Task 1 – Work Plan

We propose to prepare a Work Plan for submittal to the MPCA Superfund Program. The Work Plan will include proposed methods and procedures for additional investigation, including the following:

- Health and Safety Plan
- Staking and Utility Clearance
- Off-Site Access
- Soil Borings
- Soil Screening
- Soil Sampling and Analytical Testing
- Groundwater Sampling and Analytical Testing
- Soil Vapor Sampling and Analytical Testing
- Indoor Air Sampling and Analytical Testing
- Reporting

Please note that the scope of work detailed in this proposal is subject to change based on MPCA review. If the scope of work for soil, groundwater and/or soil vapor investigation requires significant changes after MPCA review, this proposal will be revised accordingly.

Task 2 – Additional Soil, Groundwater and Vapor Investigation

Health and Safety Plan, Staking and Utility Clearance

A site-specific Health and Safety Plan (HASP) will be created prior to initiation of Site work.

Braun Intertec will stake prospective subsurface exploration locations and obtain surface elevations at those locations using GPS (Global Positioning System) technology.

Prior to drilling or excavating, Braun Intertec or the subcontractor will contact Gopher State One Call and arrange for notification of the appropriate utility vendors to mark and clear the investigation locations of public underground utilities. You, or your authorized representative, are responsible to notify Braun Intertec before we begin the work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

In addition, Braun Intertec fees include a budget to retain a private locate company to mark private utilities that are not the responsibility of public agencies. Upon the request of Braun Intertec, the property owner must also be available to assist the private locate company in determining the presence of any underground objects or the location of utilities. Braun Intertec will not be liable for any damages

resulting from unidentified or misidentified underground objects or utilities. Further, Braun Intertec reserves the right to stop work if underground objects or utilities are suspected or known to exist, but locations cannot be accurately determined.

Soil Borings

Braun Intertec will advance six soil borings at the Site to obtain soil samples for field screening and laboratory analysis. The borings will be advanced to depths ranging from 25 to 30 feet below ground surface (bgs) using the hollow-stem auger drilling method. Soil samples for field screening will be collected at 2.5-foot intervals. The work will be completed following Braun Intertec Standard Operating Procedures (SOPs). Braun Intertec will determine the boring locations based on the results of previous environmental investigations at the Site. Following completion, the boreholes will be sealed in general accordance with Minnesota Department of Health (MDH) guidelines.

Off-Site Access

Our proposed investigation includes drilling and sampling on several off-Site properties owned by the County, City of Grand Rapids and private landowners. Our proposal includes costs for negotiation of off-Site access agreements on behalf of Itasca County.

MDH Environmental Well Sealing Notification Form and Sealing Record

The soil borings are planned to be 25 feet or deeper. Therefore, the Minnesota Statutes requires Braun Intertec to (1) submit by mail a Sealing Notification Form and (2) submit a Sealing Record after the completion of the borings. The Sealing Notification Form requires a signature of the current property owner, or their agent, and Braun Intertec needs to submit this to the Minnesota Department of Health (MDH) prior to mobilization to the site. *A copy of the Sealing Notification Form is attached at the end of this proposal for your signature.* The fees for the MDH Sealing Notification and the Sealing Record are included in the cost estimate.

Soil Screening

Soil samples from the soil borings will be visually and manually classified in the field by an environmental technician using ASTM D2488 "Standard Practice for Description and Identification of Soils (Visual-Manual Procedures)." Additionally, soils will be classified at our soils laboratory by a geotechnical engineer using ASTM D2487 "Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)" and ASTM D2488.

Field personnel certified as an asbestos inspector by MDH will examine soil samples for unusual staining, odors, and other apparent signs of contamination. In addition, the soil samples will be screened for the presence of organic vapors using a photoionization detector (PID). The PID will be equipped with a 10.6/11.7-electron-volt lamp and calibrated to an isobutylene standard. The PID will be used to perform direct measurement and a headspace method of field analysis as recommended by the Minnesota Pollution Control Agency (MPCA) and in accordance with Braun Intertec Standard Operating Procedures (SOPs).

Soil Sampling and Analytical Testing

Soil samples will be collected from the soil borings for laboratory analysis in accordance with Braun Intertec Standard Operating Procedures (SOPs). Soil samples will be collected from depth intervals in the unsaturated zone where indications of contamination are observed in the field. If no

indications of contamination are observed, the soil samples will be collected from soils in the upper five feet (on-Site) and just above the water table (off-Site).

The budget for this task assumes that a total of six soil samples will be submitted to a certified analytical laboratory for the following parameters:

- Volatile organic compounds (VOCs) using United States Environmental Protection Agency (EPA) Method 8260
- Diesel range organics (DRO) using the Wisconsin Department of Natural Resources (WDNR) Method
- Gasoline range organics (GRO) using the WDNR Method

Groundwater Sampling and Analytical Testing

Six temporary monitoring wells will be installed in the location of the former Vanity Cleaners facility and downgradient (southwest) to evaluate groundwater conditions on- and off-Site. The wells will be permitted with the MDH. The groundwater samples will be collected according to Braun Intertec Standard Operating Procedures (SOPs). The samples will be submitted to a certified analytical laboratory and analyzed for the following parameters:

- VOCs using EPA Method 8260
- DRO using the WDNR Method
- GRO using the WDNR Method

Soil Vapor Sampling and Analytical Testing

Ten soil vapor probes will be advanced to evaluate soil vapor conditions on- and off-Site. The probes will be advanced using a hydraulically-driven push-probe rig to a depth of 5 feet bgs and then retracted to a depth of 3 feet bgs. New, inert tubing will be attached to the top of the downhole sampler and the sampling point and tubing will be purged with a hand pump to remove two volumes of air prior to sample collection. Following purging, organic vapor concentrations will be screened with a PID and the value recorded. The soil vapor samples will then be collected using laboratory-supplied negative pressure air-sample collection canisters (6-liter canisters) equipped with 200 milliliter per minute (mL/min) flow restrictors in accordance with the MPCA guidelines and in accordance with Braun Intertec Standard Operating Procedures (SOPs). Following sample collection, the temporary sampling point will be removed from the borehole and the borehole will be sealed in accordance with MDH guidelines.

The soil vapor samples will be submitted to a certified analytical laboratory and analyzed for VOCs using EPA Method TO-15. Ambient Air Sampling and Analytical Testing

Indoor and Ambient Air Sampling and Analytical Testing

One indoor air sample and one ambient air sample were collected within and outside of the City of Grand Rapids Fire Hall. The indoor air sample was collected from the conference room in the fire hall and the ambient air sample was collected just south of the building. The samples were collected using laboratory-supplied negative pressure 6-liter summa canisters with 24-hour flow controllers. In addition, organic vapor readings were measured with a PID in the vicinity of the sample locations.

The air samples were submitted to Eurofins TestAmerica from Cedar Falls, Iowa and analyzed for VOCs using United States Environmental Protection Agency (EPA) Method TO-15.

Reporting

Verbal results of the assessment will be provided to you as they become available. Upon completion of the on-Site work and receipt of laboratory analytical results, a report will be prepared detailing the methods, results, and conclusions/recommendations. A draft copy of the report will be forwarded to you prior to report finalization.

Only an electronic copy of the Braun Intertec report will be submitted to you unless you request otherwise.

Cost Estimate

Braun Intertec will provide the services described herein on an hourly and unit-cost basis. The estimated cost breakdown summary is listed below.

Service Description	Cost
Field Work	\$5,875
Drilling Services/Equipment/Sealing of Boreholes – Hollow Stem Auger Borings & Soil Vapor Samples	\$11,300
Field Equipment, Sampling Supplies and Mileage	\$900
Subcontract Analytical Testing (assumes standard turnaround)	\$5,580
Reporting (Work Plan and Investigation Report)	<u>8,295</u>
Estimated Total	\$31,950

Braun Intertec will begin the project upon receipt of your authorization. The estimated cost of \$31,950 presented is based on the Scope of Services described and the assumption that the proposal will be authorized within 30 days and that the project will be completed within the proposed schedule.

This cost estimate was developed with the understanding that the scope of services defined herein will be performed during our normal business hours of 7:00 a.m. to 5:00 p.m., Monday through Friday. Services that we are asked to provide outside our normal business hours will be invoiced at 1.25 times the listed hourly rate. Services provided on Sunday or legal holidays will be invoiced at 1.5 times the listed hourly rate. You will be billed only for services provided on a time and material basis.

Scheduling

Field work can be initiated within 3-4 weeks of receiving your authorization, and will be coordinated around site construction activities to the extent possible. A Draft Investigation Report will be forwarded to you within about six weeks after receipt of laboratory analytical results.

If the proposed Scope of Services cannot be completed according to this schedule due to circumstances beyond control, Braun Intertec will notify and discuss with you the revised schedule.

Assessment Limitations

Please note the Scope of Services for the proposed investigation, in conjunction with the existing data, is designed to further evaluate impacts at the Site. However, because there is a fixed number of sampling locations proposed, the Scope of Services proposed herein may not fully define the extent of contamination that may be present at the Site.

Acceptance of Proposal/General Remarks

Braun Intertec appreciates the opportunity to present this proposal to you. This proposal is being sent in an electronic version **only**. Braun Intertec would be happy to meet with you to discuss our proposed Scope of Services further and clarify the various scope components.

After reviewing this proposal, ***please sign and return one copy to Braun Intertec as notification of acceptance and authorization to proceed.*** If anything in this proposal is not consistent with your requirements, please let us know immediately.

The Braun Intertec General Conditions are included with this proposal and are a part of our agreement.

Braun Intertec appreciates the opportunity to provide professional services for you on this project. If you have questions regarding the contents of this proposal, please contact Ted Hubbes at 218.969.5833 or thubbes@braunintertec.com.

Sincerely,

BRAUN INTERTEC CORPORATION



Ted R. Hubbes, PG, CHMM
Group Manager/Senior Scientist



Brian J. Hoese, PE
Group Manager/Senior Engineer

Attachments:
MDH Notification Form
General Conditions – (1/1/18)

The proposal including the Braun Intertec General Conditions is accepted, and you are authorized to proceed:

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

June 2, 2021

Proposal QTB140343

Itasca County
c/o Mr. Larry Filippi
Contegrity Group
101 1st Street Southeast
Little Falls, MN 56345

Dear Mr. Filippi:

Re: Minnesota Department of Health Well Sealing Notification Form
Proposed Itasca County Jail
1st Avenue Northeast and 4th Street Northeast
Grand Rapids, Minnesota

Dear Mr. Filippi:

Please have the property owner, representative or agent complete the "Well Owner" section only of the Minnesota Department of Health (MDH) Well Sealing Notification form below and return it to Braun Intertec along with the signed proposal. We will complete the remainder of the form and submit it to the MDH.

NOTE: *This form must be completed and returned to Braun Intertec prior to us scheduling the mobilization of our equipment and crews to the project site.*

WELL SEALING NOTIFICATION-WELL SEALING NOTIFICATION IS VALID FOR 18 MONTHS Send notification form and payment (check, money order, or credit card information) to: Minnesota Department of Health, Well Management Section, P.O. Box 64502, St. Paul, Minnesota 55164-0502. ATTN: CASHIER Well Management Section Fax Number: (651) 201-4599.						Minnesota Unique Well No. or W-series No. (Leave blank if not known)						Minnesota Well and Boring Sealing No. H					
Card Type: ☐ Visa ☐ Mastercard ☐ Discover Exp. Date _____ Print Cardholder Name _____ Card Number _____ 3-Digit Security Code (Printed on back side of card.) Authorized Signature _____																	
☐ Well Sealing Notification (269) Check Well Type: ☐ Water-Supply Well ☐ Monitoring Well ☐ Other _____ Check Box If: ☐ Well is Multiple Cased ☐ Larger than 8-inch Inside Diameter																	
WELL LOCATION		County		Township Name		Township No.		Range No.		Section No.		Fraction (sm. → lg.) 1/4 1/2 3/4					
		Well Location Address				City		State		Zip Code		Est. Depth Casing Diameter					
WELL OWNER		Well Owner Name (Print)										Daytime Telephone Number ()					
		Well Owner Street Address								City		State		Zip Code			
		Well Owner Signature										Date					
WELL CONTRACTOR		Well Contractor Company Name (Print)				Certified Rep. Signature				Date		Company License No.					
Failure to provide proper identification and fee prior to the beginning of well sealing is a violation of Minnesota Statutes, Chapter 1031, and may result in the assessment of an administrative penalty. Notification is not required to seal a boring.																	

Section 1: Agreement

1.1 Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

1.2 The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

1.3 In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

Section 2: Our Responsibilities

2.1 We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

2.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and further that site conditions may vary over distance or change over time.

2.4 Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

2.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

2.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

2.7 Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 3: Your Responsibilities

3.1 You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

3.2 You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

3.3 You agree to provide us, in a timely manner, with information that you have regarding buried objects at the site. We will not be responsible for locating buried objects at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects that were not properly marked or identified or of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others furnished to us.*

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site or in a sample provided to us. You agree to provide us with information in your possession or control relating to such materials or samples. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

3.5 Neither this Agreement nor the providing of Services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. *You agree to hold us harmless, defend, and indemnify us from any damages, claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.*

3.6 Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless expressly set forth otherwise in this Agreement.

3.7 You agree to make all disclosures required by law. In the event you do not own the project site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, penalties, or losses and expenses, including attorney fees, related to failures to make disclosures, disclosures made by us that are required by law, and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.*

Section 4: Reports and Records

4.1 Unless you request otherwise, we will provide our report in an electronic format.

4.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

4.3 If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

4.4 Samples and field data remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are and continue to be your property. They may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

4.5 Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 5: Compensation

5.1 You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

5.4 Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

5.5 If you do not pay us in accordance with this Agreement, you agree to reimburse all costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees and staff time.

5.6 You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

5.8 If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

5.9 In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

Section 6: Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s)

attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 *Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of business opportunity, loss of profit or revenue, loss of product or output, or business interruption.*

6.3 You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

6.4 *For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken.* This increased fee is not the purchase of insurance.

6.5 *You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.*

6.6 This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of laws rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

6.7 No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

Section 7: General Indemnification

7.1 *We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.*

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

7.3 You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

Section 8: Miscellaneous Provisions

8.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

8.2 You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

8.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.

8.5 If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

8.6 No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.

June 8, 2021

Proposal QTB140343

Itasca County
c/o Mr. Larry Filippi
Contegrity Group
101 1st Street Southeast
Little Falls, MN 56345

Re: Proposal for Environmental Consulting Services (Additional Soil, Groundwater and Soil Vapor Investigation)
Proposed Itasca County Jail
1st Avenue Northeast and 4th Street Northeast
Grand Rapids, Minnesota

Dear Mr. Filippi:

Braun Intertec Corporation is pleased to present this proposal for environmental consulting services related to the proposed redevelopment of the referenced site. Background information is included in our previous environmental reports including the Response Action Plan/Construction Contingency Plan (RAP/CPP) dated March 1, 2021 and approved by the Minnesota Pollution Control Agency (MPCA) in letters dated April 22, 2021 (MPCA Superfund Program) and April 28, 2021 (MPCA Petroleum Brownfields Program).

After review of our Response Action Plan/Construction Contingency Plan (RAP/CCP) dated March 1, 2021, the MPCA Superfund Program provided a conditional approval letter dated April 22, 2021. The letter outlined conditions of the approval, which included in the following:

- **Provide a Work Plan for the additional investigation to MPCA Superfund Staff.**
- **Provide plans for the proposed vapor mitigation system to MPCA Superfund Staff.** The plans for soil vapor mitigation have been prepared in draft form and may require revisions based on additional design information. When plans are complete, they will be provided to MPCA.
- **Buildings still occupied on the Site should be immediately investigated for vapor intrusion risk.** With your verbal approval, indoor and outdoor air samples were collected in May, 2021 to investigate vapor conditions in the City of Grand Rapids Fire Hall. The fire hall will be completely vacated by June 7, 2021, and other Site buildings were vacated prior to the MPCA conditional approval letter. Results of the air sampling are pending at the time of this proposal, and will be provided to MPCA along with the Work Plan.
- **Conduct investigation to define the vapor intrusion area of concern (AOC) both on and off the property.**

- **Conduct investigation to define the full extent and magnitude of soil and groundwater impacts.**

This proposal will outline the Scope of Services and provide estimated costs for the proposed work.

Scope of Services

Task 1 – Work Plan

We propose to prepare a Work Plan for submittal to the MPCA Superfund Program. The Work Plan will include proposed methods and procedures for additional investigation, including the following:

- Health and Safety Plan
- Staking and Utility Clearance
- Off-Site Access
- Soil Borings
- Soil Screening
- Soil Sampling and Analytical Testing
- Groundwater Sampling and Analytical Testing
- Soil Vapor Sampling and Analytical Testing
- Indoor Air Sampling and Analytical Testing
- Reporting

Please note that the scope of work detailed in this proposal is subject to change based on MPCA review. If the scope of work for soil, groundwater and/or soil vapor investigation requires significant changes after MPCA review, this proposal will be revised accordingly.

Task 2 – Additional Soil, Groundwater and Vapor Investigation

Health and Safety Plan, Staking and Utility Clearance

A site-specific Health and Safety Plan (HASP) will be created prior to initiation of Site work.

Braun Intertec will stake prospective subsurface exploration locations and obtain surface elevations at those locations using GPS (Global Positioning System) technology.

Prior to drilling or excavating, Braun Intertec or the subcontractor will contact Gopher State One Call and arrange for notification of the appropriate utility vendors to mark and clear the investigation locations of public underground utilities. You, or your authorized representative, are responsible to notify Braun Intertec before we begin the work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

In addition, Braun Intertec fees include a budget to retain a private locate company to mark private utilities that are not the responsibility of public agencies. Upon the request of Braun Intertec, the property owner must also be available to assist the private locate company in determining the presence of any underground objects or the location of utilities. Braun Intertec will not be liable for any damages

resulting from unidentified or misidentified underground objects or utilities. Further, Braun Intertec reserves the right to stop work if underground objects or utilities are suspected or known to exist, but locations cannot be accurately determined.

Soil Borings

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Off-Site Access

Our proposed investigation includes drilling and sampling on several off-Site properties owned by the County, City of Grand Rapids and private landowners. Our proposal includes costs for negotiation of off-Site access agreements on behalf of Itasca County.

MDH Environmental Well Sealing Notification Form and Sealing Record

The soil borings are planned to be 25 feet or deeper. Therefore, the Minnesota Statutes requires Braun Intertec to (1) submit by mail a Sealing Notification Form and (2) submit a Sealing Record after the completion of the borings. The Sealing Notification Form requires a signature of the current property owner, or their agent, and Braun Intertec needs to submit this to the Minnesota Department of Health (MDH) prior to mobilization to the site. *A copy of the Sealing Notification Form is attached at the end of this proposal for your signature.* The fees for the MDH Sealing Notification and the Sealing Record are included in the cost estimate.

Soil Screening

Soil samples from the soil borings will be visually and manually classified in the field by an environmental technician using ASTM D2488 "Standard Practice for Description and Identification of Soils (Visual-Manual Procedures)." Additionally, soils will be classified at our soils laboratory by a geotechnical engineer using ASTM D2487 "Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)" and ASTM D2488.

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Soil Sampling and Analytical Testing

Soil samples will be collected from the soil borings for laboratory analysis in accordance with Braun Intertec Standard Operating Procedures (SOPs). Soil samples will be collected from depth intervals in the unsaturated zone where indications of contamination are observed in the field. If no

indications of contamination are observed, the soil samples will be collected from soils in the upper five feet (on-Site) and just above the water table (off-Site).

The budget for this task assumes that a total of six soil samples will be submitted to a certified analytical laboratory for the following parameters:

- Volatile organic compounds (VOCs) using United States Environmental Protection Agency (EPA) Method 8260
- Diesel range organics (DRO) using the Wisconsin Department of Natural Resources (WDNR) Method
- Gasoline range organics (GRO) using the WDNR Method

Groundwater Sampling and Analytical Testing

Six temporary monitoring wells will be installed in the location of the former Vanity Cleaners facility and downgradient (southwest) to evaluate groundwater conditions on- and off-Site. The wells will be permitted with the MDH. The groundwater samples will be collected according to Braun Intertec Standard Operating Procedures (SOPs). The samples will be submitted to a certified analytical laboratory and analyzed for the following parameters:

- VOCs using EPA Method 8260
- DRO using the WDNR Method
- GRO using the WDNR Method

Soil Vapor Sampling and Analytical Testing

Ten soil vapor probes will be advanced to evaluate soil vapor conditions on- and off-Site. The probes will be advanced using a hydraulically-driven push-probe rig to a depth of 5 feet bgs and then retracted to a depth of 3 feet bgs. New, inert tubing will be attached to the top of the downhole sampler and the sampling point and tubing will be purged with a hand pump to remove two volumes of air prior to sample collection. Following purging, organic vapor concentrations will be screened with a PID and the value recorded. The soil vapor samples will then be collected using laboratory-supplied negative pressure air-sample collection canisters (6-liter canisters) equipped with 200 milliliter per minute (mL/min) flow restrictors in accordance with the MPCA guidelines and in accordance will Braun Intertec Standard Operating Procedures (SOPs). Following sample collection, the temporary sampling point will be removed from the borehole and the borehole will be sealed in accordance with MDH guidelines.

The soil vapor samples will be submitted to a certified analytical laboratory and analyzed for VOCs using EPA Method TO-15. Ambient Air Sampling and Analytical Testing

Indoor and Ambient Air Sampling and Analytical Testing

One indoor air sample and one ambient air sample were collected within and outside of the City of Grand Rapids Fire Hall. The indoor air sample was collected from the conference room in the fire hall and the ambient air sample was collected just south of the building. The samples were collected using laboratory-supplied negative pressure 6-liter summa canisters with 24-hour flow controllers. In addition, organic vapor readings were measured with a PID in the vicinity of the sample locations.

The air samples were submitted to Eurofins TestAmerica from Cedar Falls, Iowa and analyzed for VOCs using United States Environmental Protection Agency (EPA) Method TO-15.

Reporting

Verbal results of the assessment will be provided to you as they become available. Upon completion of the on-Site work and receipt of laboratory analytical results, a report will be prepared detailing the methods, results, and conclusions/recommendations. A draft copy of the report will be forwarded to you prior to report finalization.

Only an electronic copy of the Braun Intertec report will be submitted to you unless you request otherwise.

Cost Estimate

Braun Intertec will provide the services described herein on an hourly and unit-cost basis. The estimated cost breakdown summary is listed below.

Service Description	Cost
Field Work	\$5,875
Drilling Services/Equipment/Sealing of Boreholes – Hollow Stem Auger Borings & Soil Vapor Samples	\$11,300
Field Equipment, Sampling Supplies and Mileage	\$900
Subcontract Analytical Testing (assumes standard turnaround)	\$5,580
Reporting (Work Plan and Investigation Report)	<u>8,295</u>
Estimated Total	\$31,950

Braun Intertec will begin the project upon receipt of your authorization. The estimated cost of \$31,950 presented is based on the Scope of Services described and the assumption that the proposal will be authorized within 30 days and that the project will be completed within the proposed schedule.

This cost estimate was developed with the understanding that the scope of services defined herein will be performed during our normal business hours of 7:00 a.m. to 5:00 p.m., Monday through Friday. Services that we are asked to provide outside our normal business hours will be invoiced at 1.25 times the listed hourly rate. Services provided on Sunday or legal holidays will be invoiced at 1.5 times the listed hourly rate. You will be billed only for services provided on a time and material basis.

Scheduling

Field work can be initiated within 3-4 weeks of receiving your authorization, and will be coordinated around site construction activities to the extent possible. A Draft Investigation Report will be forwarded to you within about six weeks after receipt of laboratory analytical results.

If the proposed Scope of Services cannot be completed according to this schedule due to circumstances beyond control, Braun Intertec will notify and discuss with you the revised schedule.

Assessment Limitations

Please note the Scope of Services for the proposed investigation, in conjunction with the existing data, is designed to further evaluate impacts at the Site. However, because there is a fixed number of sampling locations proposed, the Scope of Services proposed herein may not fully define the extent of contamination that may be present at the Site.

Acceptance of Proposal/General Remarks

Braun Intertec appreciates the opportunity to present this proposal to you. This proposal is being sent in an electronic version *only*. Braun Intertec would be happy to meet with you to discuss our proposed Scope of Services further and clarify the various scope components.

After reviewing this proposal, ***please sign and return one copy to Braun Intertec as notification of acceptance and authorization to proceed.*** If anything in this proposal is not consistent with your requirements, please let us know immediately.

The Braun Intertec General Conditions are included with this proposal and are a part of our agreement.

Braun Intertec appreciates the opportunity to provide professional services for you on this project. If you have questions regarding the contents of this proposal, please contact Ted Hubbes at 218.969.5833 or thubbes@braunintertec.com.

Sincerely,

BRAUN INTERTEC CORPORATION



Ted R. Hubbes, PG, CHMM
Group Manager/Senior Scientist



Brian J. Hoese, PE
Group Manager/Senior Engineer

Attachments:
MDH Notification Form
General Conditions – (1/1/18)

The proposal including the Braun Intertec General Conditions is accepted, and you are authorized to proceed:

Itasca County

Authorizer's Firm



Authorizer's Signature

Brett Skyles

Authorizer's Name (please print or type)

County Administrator

Authorizer's Title

07/13/2021

Date



Braun Intertec Corporation
3404 15th Avenue East, Suite 9
Hibbing, MN 55746

Phone: 218.263.8869
Fax: 218.263.6700
Web: braunintertec.com

June 2, 2021

Proposal QTB140343

Itasca County
c/o Mr. Larry Filippi
Contegrity Group
101 1st Street Southeast
Little Falls, MN 56345

Dear Mr. Filippi:

Re: Minnesota Department of Health Well Sealing Notification Form
Proposed Itasca County Jail
1st Avenue Northeast and 4th Street Northeast
Grand Rapids, Minnesota

Dear Mr. Filippi:

Please have the property owner, representative or agent complete the "Well Owner" section only of the Minnesota Department of Health (MDH) Well Sealing Notification form below and return it to Braun Intertec along with the signed proposal. We will complete the remainder of the form and submit it to the MDH.

NOTE: *This form must be completed and returned to Braun Intertec prior to us scheduling the mobilization of our equipment and crews to the project site.*

WELL SEALING NOTIFICATION-WELL SEALING NOTIFICATION IS VALID FOR 18 MONTHS Send notification form and payment (check, money order, or credit card information) to: Minnesota Department of Health, Well Management Section, P.O. Box 64502, St. Paul, Minnesota 55164-0502. ATTN: CASHIER Well Management Section Fax Number: (651) 201-4599.						Minnesota Unique Well No. or W-series No. (Leave blank if not known) 		Minnesota Well and Boring Sealing No. H				
☐ Well Sealing Notification (269) Check Box If: Check Well Type: ☐ Well is Multiple Cased ☐ Larger than 8-inch Inside Diameter						Card Type: ☐ Visa ☐ Mastercard ☐ Discover Exp. Date... Print Cardholder Name...		Card Number 3-Digit Security Code (Printed on back side of card.)				
☐ Water-Supply Well ☐ Monitoring Well ☐ Other						Authorized Signature		Date				
WELL LOCATION	County		Township Name		Township No.		Range No.		Section No.		Fraction (sm. → lg.) 1/4 1/2 3/4 1	
	Well Location Address				City		State		Zip Code		Est. Depth Casing Diameter	
WELL OWNER	Well Owner Name (Print)						Daytime Telephone Number () - -					
	Well Owner Street Address						City		State		Zip Code	
	Well Owner Signature						Date					
WELL CONTRACTOR	Well Contractor Company Name (Print)				Certified Rep. Signature				Date		Company License No.	

Failure to provide proper identification and fee prior to the beginning of well sealing is a violation of Minnesota Statutes, Chapter 1031, and may result in the assessment of an administrative penalty. Notification is not required to seal a boring.

Section 1: Agreement

1.1 Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

1.2 The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

1.3 In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

Section 2: Our Responsibilities

2.1 We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

2.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and further that site conditions may vary over distance or change over time.

2.4 Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

2.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

2.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

2.7 Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 3: Your Responsibilities

3.1 You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

3.2 You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

3.3 You agree to provide us, in a timely manner, with information that you have regarding buried objects at the site. We will not be responsible for locating buried objects at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects that were not properly marked or identified or of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others furnished to us.*

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site or in a sample provided to us. You agree to provide us with information in your possession or control relating to such materials or samples. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

3.5 Neither this Agreement nor the providing of Services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. *You agree to hold us harmless, defend, and indemnify us from any damages, claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.*

3.6 Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless expressly set forth otherwise in this Agreement.

3.7 You agree to make all disclosures required by law. In the event you do not own the project site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, penalties, or losses and expenses, including attorney fees, related to failures to make disclosures, disclosures made by us that are required by law, and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.*

Section 4: Reports and Records

4.1 Unless you request otherwise, we will provide our report in an electronic format.

4.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

4.3 If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

4.4 Samples and field data remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are and continue to be your property. They may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

4.5 Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 5: Compensation

5.1 You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

5.4 Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

5.5 If you do not pay us in accordance with this Agreement, you agree to reimburse all costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees and staff time.

5.6 You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

5.8 If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

5.9 In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

Section 6: Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s)

attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 *Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of business opportunity, loss of profit or revenue, loss of product or output, or business interruption.*

6.3 You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

6.4 *For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken.* This increased fee is not the purchase of insurance.

6.5 *You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.*

6.6 This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of laws rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

6.7 No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

Section 7: General Indemnification

7.1 *We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.*

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

7.3 You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

Section 8: Miscellaneous Provisions

8.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

8.2 You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

8.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.

8.5 If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

8.6 No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, July 13, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1639

DEPARTMENT: Administrative Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Special Inspection and Construction Materials Testing Services Contract

BOARD ACTION REQUESTED:

Approve contract with Braun Intertec for Special Inspection and Construction Materials Testing Services for the Correctional Facility/Courts construction.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Itasca County Govt Center Jail SI and CMT Proposal - QTB137753
2. Itasca County Govt Center Jail SI and CMT Proposal - QTB137753 SIGNED

07/06/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 07/13/2021 2:30 PM
----------------	--------------------------------	---------------------------------

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

May 13, 2021

Proposal QTB137753

Mr. Brett Skyles, Itasca County Administrator
c/o Mr. Larry Filippi
Contegrity Group, Inc.
101 First Street Southeast
Little Falls, MN 56345

Re: Proposal for Special Inspection and Construction Materials Testing Services
Itasca County Government Center Jail & Courts Addition and Remodel – Bid Pack 1
123 NE Fourth Street
Grand Rapids, Minnesota

Dear Mr. Skyles:

Braun Intertec Corporation is pleased to submit this proposal to provide special inspections and construction materials testing services for the Itasca County Government Center Jail and Courts Addition and Remodel project in Grand Rapids, Minnesota.

Since our inception in 1957, we have grown into one of the largest employee-owned engineering firms in the nation. With around 1,000 employee owners, retaining our firm gives you access to a diverse range of services and professionals you can consult with if the unforeseen occurs. The size of our company also allows us to respond quickly when schedule constraints occur.

Our office is located within 35 miles of the site, minimizing travel times and trip expenses. This proximity also provides the opportunity to quickly mobilize to the site when unforeseen needs arise.

Previous Experience

We have completed the preliminary and final geotechnical evaluations, Phase 1 and Phase II environmental site assessments, Pre-Demolition Hazardous Building Materials Inspection, and Response Action Plan & Construction Contingency plan, so we have a unique understanding of the site and construction challenges. We can aid the construction team by applying this experience and transferring our knowledge developed during the design phase which will provide professional continuity to the construction. Our work on the project to date gives us familiarity with the project team and design development which allows us to understand some of the considerations used when developing the projects design.

Our staff has also worked on a variety of other projects in close proximity to the Itasca County Government Jail & Courts Addition and Remodel project, such as the Minimum Security Addition to the Itasca County Courthouse, Itasca County Generator Building, Itasca County Probation Office, Members Cooperative Credit Union, Acheson Tire, UPM-Blandin Paper Company, Blandin Foundation, Grand Rapids Public Library, Glorvigen Tierney & Company and many others. As we are a 100 percent

employee-owned company, each of our employees has an interest in the success of Braun Intertec and our reputation for outstanding service.

Our project manager will be Mark Gothard, PE, a life-long Grand Rapids resident with more than 34 years of local geotechnical engineering, project management and inspection/testing experience.

Our Understanding of Project

We understand this project will include the demolition of existing buildings on the planned construction site and new construction of an approximately 65,000 square foot jail addition to the existing Itasca County Courthouse. The addition will be three-stories and constructed with a combination of structural steel and precast concrete framing supported on concrete slab-on-grade and foundations on a combination of native soils, rammed aggregate piers, and helical piles. Associated exterior site improvements will also be included with this project.

Available Information

This proposal was prepared using the following documents and information.

- Project plans and specifications prepared by Klein McCarthy & Co., LTD., dated April 16, 2021.
- Project Addenda numbered 1 and 2, respectively dated May 3 and May 7, 2021.
- A preliminary geotechnical report prepared by Braun Intertec, dated June 18, 2020.
- A final geotechnical report prepared by Braun Intertec, dated February 22, 2021.
- Environmental Site Assessment Phase I and Phase II reports prepared by Braun Intertec, respectively dated October 20, 2020, and February 23, 2021.
- Pre-Demolition Hazardous Building Materials Inspection report prepared by Braun Intertec, dated November 5, 2020.
- Response Action Plan and Construction Contingency Plan report prepared by Braun Intertec, dated March 1, 2021.

Project Approach and Staff Qualifications

Special Inspections

Braun Intertec has adopted the International Code Council (ICC) Model Program for Special Inspection to develop the guiding principles for our special inspection program. This model was selected because it was designed by the ICC to assist owners, contractors and building officials in the understanding, administration and enforcement of the special inspection requirements of the International Building

Code (IBC). Currently, there are ICC certifications for soils, reinforced concrete, structural masonry, pre-tension/post-tension (pre-stressed) concrete, spray-applied fireproofing, structural steel and bolting, and structural welding.

Qualifications and Experience

ICC certified special inspectors or qualified technicians will provide special inspections. An ICC certified special inspector is one who has successfully demonstrated their ability to understand the IBC, construction practices and how to read and understand construction documents. Through experience and examination, our ICC certified special inspectors have demonstrated their ability to provide special inspection services.

Inspections and Reporting

Our special inspectors summarize the nature, extent and results of special inspection activities at the time they are performed on Special Inspection Daily Report forms submitted electronically to the general contractor's on-site personnel for review and records. These records can also be transmitted electronically to others who may want to review these documents on an agreed upon schedule. When unresolved discrepancies are noted, we will document the issues and work with the design and construction team to bring them to resolution. Special inspection final reports will be prepared and submitted upon completion as required by the requirements of the IBC.

Communications

Braun Intertec special inspectors will communicate the results of their inspections to the contractor and our supervising engineer each day special inspections are performed. We strive to have our special inspectors develop a working relationship with the project's structural engineer-of-record. We may attempt contact with the structural engineering consultant periodically to review the work being performed and to request clarifications and direction on any item that may require it.

Construction Materials Testing

Qualified technicians working under the direction of a professional engineer will provide the services. Experience and certification information is available upon request once we are provided with schedule information. Concrete technicians assigned to the project are ACI Concrete Field Testing Technician – Grade I certified to conduct the required concrete testing. Soil technicians are certified to use a nuclear gauge for soil density testing, so test results can be determined on site and evaluated once the required laboratory testing is completed. Field test results will be verbally reported daily to the general contractor on site, with written field and laboratory reports distributed shortly after.

Scope of Services

Services are performed under the direction of a licensed professional engineer, on a periodic basis, depending on the construction schedule and when they are requested by the general contractor. After reviewing available information, we understand our scope of services for the project will be limited to the tasks defined below.

Special Inspections Construction and Materials Testing

Soil Related Services

- Observe and evaluate the soils exposed in excavations to determine if the soils are similar to those encountered with the geotechnical evaluation and suitable for support of fill, foundations or pavements. Our engineer can provide consultation for conditions that appear to differ from the geotechnical evaluation.
- Perform laboratory mechanical analyses (gradations) of prospective fill materials.
- Perform laboratory Proctor tests to determine the maximum Proctor dry densities and optimum moisture contents of prospective fill materials.
- Test compacted fill placed below building footprints and oversizing areas, below slabs, adjacent to walls, and in utility trenches, to determine if the relative compaction was achieved.

Deep Foundations Related Services

- Observe installation of rammed aggregate piers on a continuous basis.
- Engineering oversight and review of the services provided.

Helical Related Services

- Observe installation of helical piles on a continual basis during installation.
- Document depth, torque and time of helical piles installation.
- Prepare helical foundations summary sheets and a final report.

Concrete Related Services

- Observe concrete reinforcement placement.
- Observe the general placement of bolts and other embeds in the plastic concrete.
- Sample and test the plastic concrete for slump, air content, temperature and prepare test cylinders for laboratory compressive strength testing with ACI level 1 field technicians. We will perform concrete testing on structural items as required by the IBC. Though not required by the IBC we have included testing for the interior slab on grade.
- Perform laboratory compressive strength testing of the concrete samples.
- Observe the installation of post-installed anchors on a periodic basis.

Structural Steel and Precast Concrete Welding Related Services

- Observe and test the structural steel welded and bolted connections in the field.

Engineering Consulting and Project Communication and Reporting Services

- Provide engineering consulting services, review test results and observations reports, and prepare required final reports.
- Management, including scheduling of our field personnel and communication with the project team.
- Transmit results to the project team on a weekly basis.

Exterior Construction Materials Testing

Paving Related Services

- Observe test rolls of the pavement subgrade soils and/or aggregate base layer to determine if the materials tested are capable of supporting bituminous pavement.
- Perform laboratory mechanical analyses (gradations) of prospective fill materials.
- Perform laboratory Proctor tests to determine the maximum Proctor dry densities and optimum moisture contents of prospective fill materials.
- Test compacted fill placed below pavements and in utility trenches, to determine if the relative compaction was achieved.
- Sample and test the plastic concrete for slump, air content, temperature and prepare test cylinders for laboratory compressive strength testing. Though not required by the IBC we have included testing for the exterior sidewalks and curb and gutter.
- Perform laboratory compressive strength testing of the concrete samples.

Basis of Scope of Work

The costs associated with the proposed scope of services were estimated using the following assumptions. If the construction schedule is modified or the contractor completes the various phases of the project at different frequencies or durations than shown in this proposal, we may need to adjust the overall cost accordingly. The scope of work and number of trips required to perform these services are as shown in the attached table. Notable assumptions in developing our estimate include:

- We understand that the scope of bid pack 1 contains demolition, site earthwork, construction of foundations, primary precast structure, elevators and exterior sitework.
- Assumptions regarding the number of trips for special inspections and testing are outlined in the attached cost estimate table. As the contractor's schedule becomes available and designs are finalized, please review this proposed scope of work to determine if the project's needs and budget will be met.

- The helical piles will be placed at an average of seven piles per day and require two days to complete. We have assumed that observations will be required on a full-time basis.
- We assume the rammed aggregate piers will require ten days to complete and observations will be required on a full-time basis.
- The inspection of the reinforcement associated with structural concrete will be performed immediately prior to testing of the concrete with no additional trips or time incurred.
- We assume the structural steel fabricator will be AISC certified and review of quality control manual or inspections of the fabrication shop are **not** required. If this assumption is not correct, please call us and we will provide a cost estimate for the fabrication shop inspections.
- No special site specific training or gear is required to complete our scope of services.
- Parking will be available on site for our vehicles.
- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

Cost

We will furnish the services described in this proposal for an estimated fee of \$52,812. A tabulation showing hourly and unit rates associated with our proposed scope of services is attached. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents.

This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 6:00 a.m. to 4:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor's construction schedule **outside** our normal business hours will be invoiced using an overtime rate factor. The factor for services provided outside our normal work hours or on Saturday will be 1.25 times the listed hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the listed hourly rate for the service provided. You will be billed only for services provided on a time and materials basis.

Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. It is difficult to project all of the services and the quantity of services that may be required for any project. If services are required that are not discussed above, we will provide

them at the rates shown in the attached table or, if not shown, at our current Schedule of Charges. We will invoice you on a monthly basis.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. After reviewing this proposal, **please sign and return one copy to our office as notification of acceptance and authorization to proceed.** If anything in this proposal is not consistent with your requirements, please let us know immediately. Braun Intertec will not release any written reports until we have received a signed agreement. Also, ordering services from Braun Intertec constitutes acceptance of the terms of this proposal (including the attached General Conditions).

The proposed fee is based on the scope of services described and the assumption that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Mark Gothard at 218.259.5500 (mgothard@braunintertec.com) or Molly Johnson at 218.263.8869 (mjohnson@braunintertec.com).

Sincerely,

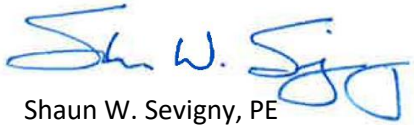
BRAUN INTERTEC CORPORATION



Molly A. Johnson, PE
Project Engineer



Mark W. Gothard, PE
Senior Engineer



Shaun W. Sevigny, PE
Director

Attachments:

Cost Estimate Table

General Conditions – CMT (1/1/18)

The proposal is accepted. We will reimburse you in accordance with this agreement, and you are authorized to proceed:

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

Project Proposal

QTB137753

Itasca Cty Government Center Jail & Courts Addition/Remodel

Client:

Itasca County
Brett Skyles
Engineering Department
123 NE 4th St County Courthouse
Grand Rapids, MN 55744
(218) 327-0686

Work Site Address:

123 NE 4th Street
Grand Rapids, MN 55744

Service Description:

Special Inspections & Construction Materials
Testing

	Description	Quantity	Units	Unit Price	Extension
Phase 1					
Special Inspections Construction and Materials Testing					
Activity 1.1	Soil Observations and Testing				\$17,717.00
206	Excavation Observations	141.00	Hour	77.00	\$10,857.00
	Work Activity Detail	Qty	Units	Hrs/Unit	Extension
	Helical Pile Observations	2.00	Trips	8.00	16.00
	Rammed Aggregate Pier Observations	10.00	Trips	8.00	80.00
	Foundation Excavations	15.00	Trips	3.00	45.00
207	Compaction Testing - Nuclear	40.00	Hour	67.00	\$2,680.00
	Work Activity Detail	Qty	Units	Hrs/Unit	Extension
	Tank Removal Backfill	1.00	Trips	8.00	8.00
	Foundation Backfill	8.00	Trips	4.00	32.00
1308	Nuclear moisture-density meter charge, per hour	40.00	Each	20.00	\$800.00
1861	CMT Trip Charge	36.00	Each	55.00	\$1,980.00
1318	Moisture Density Relationship (Standard), per sample	2.00	Each	165.00	\$330.00
1162	Sieve Analysis with 200 wash, per sample	2.00	Each	135.00	\$270.00
128	Senior Engineer	5.00	Hour	160.00	\$800.00
Activity 1.2	Concrete Observations and Testing				\$21,983.50
260	Concrete Observations	26.50	Hour	77.00	\$2,040.50
	Work Activity Detail	Qty	Units	Hrs/Unit	Extension
	Epoxy Dowel Installations	2.00	Trips	4.00	8.00
	Grade Beams	1.00	Trips	0.50	0.50
	Footings	15.00	Trips	0.50	7.50
	Column Piers	6.00	Trips	0.50	3.00
	Stem Walls	1.00	Trips	0.50	0.50
	Foundation Walls	12.00	Trips	0.50	6.00
	Elevator Pit Slabs	2.00	Trips	0.50	1.00
261	Concrete Testing	144.00	Hour	67.00	\$9,648.00
	Work Activity Detail	Qty	Units	Hrs/Unit	Extension
	Grade Beams	1.00	Trips	3.00	3.00
	Footings	15.00	Trips	4.00	60.00
	Column Piers	6.00	Trips	4.00	24.00
	Stem Walls	1.00	Trips	3.00	3.00
	Foundation Walls	12.00	Trips	4.00	48.00
	Elevator Pit Slabs	2.00	Trips	3.00	6.00
278	Concrete Cylinder Pick up	30.00	Hour	67.00	\$2,010.00
	Work Activity Detail	Qty	Units	Hrs/Unit	Extension
	Cylinder Pickup	20.00	Trips	1.50	30.00
1861	CMT Trip Charge	59.00	Each	55.00	\$3,245.00
1364	Compressive strength of concrete cylinders (ASTM C 39),per specimen	252.00	Each	20.00	\$5,040.00
	Work Activity Detail	Qty	Units	Hrs/Unit	Extension
	Grade Beams	1.00	Set	4.00	4.00
	Footings	23.00	Set	4.00	92.00

Project Proposal

QTB137753

Itasca Cty Government Center Jail & Courts Addition/Remodel

	Column Piers	12.00	Set	4.00	48.00	
	Stem Walls	1.00	Set	4.00	4.00	
	Foundation Walls	24.00	Set	4.00	96.00	
	Elevator Pit Slabs	2.00	Set	4.00	8.00	
Activity 1.3	Structural Steel Observations					\$4,836.00
605	ICC Structural Steel Technician			48.00	Hour	\$4,176.00
	Work Activity Detail	Qty	Units	Hrs/Unit	Extension	
	Welding, Bolting, Deck Fastening	12.00	Trips	4.00	48.00	
1664	NDE Trip charge			12.00	Each	\$660.00
Activity 1.4	Project Management					\$5,000.00
238	Project Assistant			12.00	Hour	\$840.00
226	Project Manager			16.00	Hour	\$2,240.00
128	Senior Engineer			12.00	Hour	\$1,920.00
Phase 1 Total:						\$49,536.50

Phase 2	Exterior Construction Materials Testing					
Activity 2.1	Pavement and Exterior Concrete Observations & Testing					\$3,275.50
211	Proofroll Observations			4.00	Hour	\$348.00
	Work Activity Detail	Qty	Units	Hrs/Unit	Extension	
	Parking lots	1.00	Trips	4.00	4.00	
207	Compaction Testing - Nuclear			9.00	Hour	\$603.00
	Work Activity Detail	Qty	Units	Hrs/Unit	Extension	
	Utilities	1.00	Trips	3.00	3.00	
	Subgrade Preparation	1.00	Trips	3.00	3.00	
	Aggregate Base	1.00	Trips	3.00	3.00	
1308	Nuclear moisture-density meter charge, per hour			9.00	Each	\$180.00
261	Concrete Testing			9.00	Hour	\$603.00
	Work Activity Detail	Qty	Units	Hrs/Unit	Extension	
	Curb & Gutter	1.00	Trips	3.00	3.00	
	Sidewalk	2.00	Trips	3.00	6.00	
278	Concrete Cylinder Pick up			4.50	Hour	\$301.50
	Work Activity Detail	Qty	Units	Hrs/Unit	Extension	
	Cylinder Pickup	3.00	Trips	1.50	4.50	
1364	Compressive strength of concrete cylinders (ASTM C 39),per specimen			9.00	Each	\$225.00
	Work Activity Detail	Qty	Units	Hrs/Unit	Extension	
	Sidewalks	2.00	Set	3.00	6.00	
	Curb & Gutter	1.00	Set	3.00	3.00	
1318	Moisture Density Relationship (Standard), per sample			2.00	Each	\$330.00
1162	Sieve Analysis with 200 wash, per sample			1.00	Each	\$135.00
1861	CMT Trip Charge			10.00	Each	\$550.00
Phase 2 Total:						\$3,275.50

Proposal Total:	\$52,812.00
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General Conditions

Construction Material Testing and Special Inspections

Section 1: Agreement

1.1 Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

1.2 The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

1.3 In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

Section 2: Our Responsibilities

2.1 We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

2.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and

further that site conditions may vary over distance or change over time.

2.4 Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

2.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

2.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

2.7 Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 3: Your Responsibilities

3.1 You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

3.2 You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

3.3 If we notify you that radiographic or gamma ray equipment or other nuclear testing or measuring device will be used, you will be responsible for the cooperation of your employees and your contractors in observing all radiation safety standards.

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

3.5 The time our field personnel spend on the job site depends upon the scheduling of the work we are observing or testing. You agree that any changes in scheduling may result in additional

costs and agree to pay for those services at the rates listed in our cost estimate.

3.6 You agree to include us as an indemnified party in your contracts, if any, for work by others on the project, protecting us to the same degree as you are protected. You agree to list us as an Additional Insured under your liability insurance policies and to require subrogation be waived against us and that we will be added as an Additional Insured on all policies of insurance, including any policies required of your contractors or subcontractors, covering any construction or development activities to be performed on the project site.

Section 4: Reports and Records

4.1 Unless you request otherwise, we will provide our report(s) in an electronic format.

4.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

4.3 If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

4.4 Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 5: Compensation

5.1 You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is

creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

5.4 Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

5.5 If you do not pay us in accordance with this Agreement, you agree to reimburse all costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees and staff time.

5.6 You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

5.8 If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

5.9 In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

Section 6: Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 *Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of*

business opportunity, loss of profit or revenue, loss of product or output, or business interruption.

6.3 You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

6.4 *For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken.* This increased fee is not the purchase of insurance.

6.5 *You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.*

6.6 This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of laws rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

6.7 No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

Section 7: General Indemnification

7.1 *We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.*

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

Section 8: Miscellaneous Provisions

8.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

8.2 You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

8.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.

8.5 If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

8.6 No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.

May 13, 2021

Proposal QTB137753

Mr. Brett Skyles, Itasca County Administrator
c/o Mr. Larry Filippi
Contegrity Group, Inc.
101 First Street Southeast
Little Falls, MN 56345

Re: Proposal for Special Inspection and Construction Materials Testing Services
Itasca County Government Center Jail & Courts Addition and Remodel – Bid Pack 1
123 NE Fourth Street
Grand Rapids, Minnesota

Dear Mr. Skyles:

Braun Intertec Corporation is pleased to submit this proposal to provide special inspections and construction materials testing services for the Itasca County Government Center Jail and Courts Addition and Remodel project in Grand Rapids, Minnesota.

Since our inception in 1957, we have grown into one of the largest employee-owned engineering firms in the nation. With around 1,000 employee owners, retaining our firm gives you access to a diverse range of services and professionals you can consult with if the unforeseen occurs. The size of our company also allows us to respond quickly when schedule constraints occur.

Our office is located within 35 miles of the site, minimizing travel times and trip expenses. This proximity also provides the opportunity to quickly mobilize to the site when unforeseen needs arise.

Previous Experience

We have completed the preliminary and final geotechnical evaluations, Phase 1 and Phase II environmental site assessments, Pre-Demolition Hazardous Building Materials Inspection, and Response Action Plan & Construction Contingency plan, so we have a unique understanding of the site and construction challenges. We can aid the construction team by applying this experience and transferring our knowledge developed during the design phase which will provide professional continuity to the construction. Our work on the project to date gives us familiarity with the project team and design development which allows us to understand some of the considerations used when developing the projects design.

Our staff has also worked on a variety of other projects in close proximity to the Itasca County Government Jail & Courts Addition and Remodel project, such as the Minimum Security Addition to the Itasca County Courthouse, Itasca County Generator Building, Itasca County Probation Office, Members Cooperative Credit Union, Acheson Tire, UPM-Blandin Paper Company, Blandin Foundation, Grand Rapids Public Library, Glorvigen Tierney & Company and many others. As we are a 100 percent

AA/EOE

employee-owned company, each of our employees has an interest in the success of Braun Intertec and our reputation for outstanding service.

Our project manager will be Mark Gothard, PE, a life-long Grand Rapids resident with more than 34 years of local geotechnical engineering, project management and inspection/testing experience.

Our Understanding of Project

We understand this project will include the demolition of existing buildings on the planned construction site and new construction of an approximately 65,000 square foot jail addition to the existing Itasca County Courthouse. The addition will be three-stories and constructed with a combination of structural steel and precast concrete framing supported on concrete slab-on-grade and foundations on a combination of native soils, rammed aggregate piers, and helical piles. Associated exterior site improvements will also be included with this project.

Available Information

This proposal was prepared using the following documents and information.

- Project plans and specifications prepared by Klein McCarthy & Co., LTD., dated April 16, 2021.
- Project Addenda numbered 1 and 2, respectively dated May 3 and May 7, 2021.
- A preliminary geotechnical report prepared by Braun Intertec, dated June 18, 2020.
- A final geotechnical report prepared by Braun Intertec, dated February 22, 2021.
- Environmental Site Assessment Phase I and Phase II reports prepared by Braun Intertec, respectively dated October 20, 2020, and February 23, 2021.
- Pre-Demolition Hazardous Building Materials Inspection report prepared by Braun Intertec, dated November 5, 2020.
- Response Action Plan and Construction Contingency Plan report prepared by Braun Intertec, dated March 1, 2021.

Project Approach and Staff Qualifications

Special Inspections

Braun Intertec has adopted the International Code Council (ICC) Model Program for Special Inspection to develop the guiding principles for our special inspection program. This model was selected because it was designed by the ICC to assist owners, contractors and building officials in the understanding, administration and enforcement of the special inspection requirements of the International Building

Code (IBC). Currently, there are ICC certifications for soils, reinforced concrete, structural masonry, pre-tension/post-tension (pre-stressed) concrete, spray-applied fireproofing, structural steel and bolting, and structural welding.

Qualifications and Experience

ICC certified special inspectors or qualified technicians will provide special inspections. An ICC certified special inspector is one who has successfully demonstrated their ability to understand the IBC, construction practices and how to read and understand construction documents. Through experience and examination, our ICC certified special inspectors have demonstrated their ability to provide special inspection services.

Inspections and Reporting

Our special inspectors summarize the nature, extent and results of special inspection activities at the time they are performed on Special Inspection Daily Report forms submitted electronically to the general contractor's on-site personnel for review and records. These records can also be transmitted electronically to others who may want to review these documents on an agreed upon schedule. When unresolved discrepancies are noted, we will document the issues and work with the design and construction team to bring them to resolution. Special inspection final reports will be prepared and submitted upon completion as required by the requirements of the IBC.

Communications

Braun Intertec special inspectors will communicate the results of their inspections to the contractor and our supervising engineer each day special inspections are performed. We strive to have our special inspectors develop a working relationship with the project's structural engineer-of-record. We may attempt contact with the structural engineering consultant periodically to review the work being performed and to request clarifications and direction on any item that may require it.

Construction Materials Testing

Qualified technicians working under the direction of a professional engineer will provide the services. Experience and certification information is available upon request once we are provided with schedule information. Concrete technicians assigned to the project are ACI Concrete Field Testing Technician – Grade I certified to conduct the required concrete testing. Soil technicians are certified to use a nuclear gauge for soil density testing, so test results can be determined on site and evaluated once the required laboratory testing is completed. Field test results will be verbally reported daily to the general contractor on site, with written field and laboratory reports distributed shortly after.

Scope of Services

Services are performed under the direction of a licensed professional engineer, on a periodic basis, depending on the construction schedule and when they are requested by the general contractor. After reviewing available information, we understand our scope of services for the project will be limited to the tasks defined below.

Special Inspections Construction and Materials Testing

Soil Related Services

- Observe and evaluate the soils exposed in excavations to determine if the soils are similar to those encountered with the geotechnical evaluation and suitable for support of fill, foundations or pavements. Our engineer can provide consultation for conditions that appear to differ from the geotechnical evaluation.
- Perform laboratory mechanical analyses (gradations) of prospective fill materials.
- Perform laboratory Proctor tests to determine the maximum Proctor dry densities and optimum moisture contents of prospective fill materials.
- Test compacted fill placed below building footprints and oversizing areas, below slabs, adjacent to walls, and in utility trenches, to determine if the relative compaction was achieved.

Deep Foundations Related Services

- Observe installation of rammed aggregate piers on a continuous basis.
- Engineering oversight and review of the services provided.

Helical Related Services

- Observe installation of helical piles on a continual basis during installation.
- Document depth, torque and time of helical piles installation.
- Prepare helical foundations summary sheets and a final report.

Concrete Related Services

- Observe concrete reinforcement placement.
- Observe the general placement of bolts and other embeds in the plastic concrete.
- Sample and test the plastic concrete for slump, air content, temperature and prepare test cylinders for laboratory compressive strength testing with ACI level 1 field technicians. We will perform concrete testing on structural items as required by the IBC. Though not required by the IBC we have included testing for the interior slab on grade.
- Perform laboratory compressive strength testing of the concrete samples.
- Observe the installation of post-installed anchors on a periodic basis.

Structural Steel and Precast Concrete Welding Related Services

- Observe and test the structural steel welded and bolted connections in the field.

Engineering Consulting and Project Communication and Reporting Services

- Provide engineering consulting services, review test results and observations reports, and prepare required final reports.
- Management, including scheduling of our field personnel and communication with the project team.
- Transmit results to the project team on a weekly basis.

Exterior Construction Materials Testing

Paving Related Services

- Observe test rolls of the pavement subgrade soils and/or aggregate base layer to determine if the materials tested are capable of supporting bituminous pavement.
- Perform laboratory mechanical analyses (gradations) of prospective fill materials.
- Perform laboratory Proctor tests to determine the maximum Proctor dry densities and optimum moisture contents of prospective fill materials.
- Test compacted fill placed below pavements and in utility trenches, to determine if the relative compaction was achieved.
- Sample and test the plastic concrete for slump, air content, temperature and prepare test cylinders for laboratory compressive strength testing. Though not required by the IBC we have included testing for the exterior sidewalks and curb and gutter.
- Perform laboratory compressive strength testing of the concrete samples.

Basis of Scope of Work

The costs associated with the proposed scope of services were estimated using the following assumptions. If the construction schedule is modified or the contractor completes the various phases of the project at different frequencies or durations than shown in this proposal, we may need to adjust the overall cost accordingly. The scope of work and number of trips required to perform these services are as shown in the attached table. Notable assumptions in developing our estimate include:

- We understand that the scope of bid pack 1 contains demolition, site earthwork, construction of foundations, primary precast structure, elevators and exterior sitework.
- Assumptions regarding the number of trips for special inspections and testing are outlined in the attached cost estimate table. As the contractor's schedule becomes available and designs are finalized, please review this proposed scope of work to determine if the project's needs and budget will be met.

- The helical piles will be placed at an average of seven piles per day and require two days to complete. We have assumed that observations will be required on a full-time basis.
- We assume the rammed aggregate piers will require ten days to complete and observations will be required on a full-time basis.
- The inspection of the reinforcement associated with structural concrete will be performed immediately prior to testing of the concrete with no additional trips or time incurred.
- We assume the structural steel fabricator will be AISC certified and review of quality control manual or inspections of the fabrication shop are **not** required. If this assumption is not correct, please call us and we will provide a cost estimate for the fabrication shop inspections.
- No special site specific training or gear is required to complete our scope of services.
- Parking will be available on site for our vehicles.
- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

Cost

We will furnish the services described in this proposal for an estimated fee of \$52,812. A tabulation showing hourly and unit rates associated with our proposed scope of services is attached. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents.

This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 6:00 a.m. to 4:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor's construction schedule **outside** our normal business hours will be invoiced using an overtime rate factor. The factor for services provided outside our normal work hours or on Saturday will be 1.25 times the listed hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the listed hourly rate for the service provided. You will be billed only for services provided on a time and materials basis.

Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. It is difficult to project all of the services and the quantity of services that may be required for any project. If services are required that are not discussed above, we will provide

them at the rates shown in the attached table or, if not shown, at our current Schedule of Charges. We will invoice you on a monthly basis.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. After reviewing this proposal, **please sign and return one copy to our office as notification of acceptance and authorization to proceed.** If anything in this proposal is not consistent with your requirements, please let us know immediately. Braun Intertec will not release any written reports until we have received a signed agreement. Also, ordering services from Braun Intertec constitutes acceptance of the terms of this proposal (including the attached General Conditions).

The proposed fee is based on the scope of services described and the assumption that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Mark Gothard at 218.259.5500 (mgothard@braunintertec.com) or Molly Johnson at 218.263.8869 (mjohnson@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION



Molly A. Johnson, PE
Project Engineer



Mark W. Gothard, PE
Senior Engineer



Shaun W. Seigny, PE
Director

Attachments:
Cost Estimate Table
General Conditions – CMT (1/1/18)

The proposal is accepted. We will reimburse you in accordance with this agreement, and you are authorized to proceed:

Itasca County

Authorizer's Firm



Authorizer's Signature

Brett Skyles

Authorizer's Name (please print or type)

County Administrator

Authorizer's Title

07/13/2021

Date

Project Proposal

QTB137753

Itasca Cty Government Center Jail & Courts Addition/Remodel

Client:

Itasca County
Brett Skyles
Engineering Department
123 NE 4th St County Courthouse
Grand Rapids, MN 55744
(218) 327-0686

Work Site Address:

123 NE 4th Street
Grand Rapids, MN 55744

Service Description:

Special Inspections & Construction Materials
Testing

	Description	Quantity	Units	Unit Price	Extension
Phase 1	Special Inspections Construction and Materials Testing				
Activity 1.1	Soil Observations and Testing				\$17,717.00
206	Excavation Observations	141.00	Hour	77.00	\$10,857.00
	Work Activity Detail	Qty	Units	Hrs/Unit	Extension
	Helical Pile Observations	2.00	Trips	8.00	16.00
	Rammed Aggregate Pier Observations	10.00	Trips	8.00	80.00
	Foundation Excavations	15.00	Trips	3.00	45.00
207	Compaction Testing - Nuclear	40.00	Hour	67.00	\$2,680.00
	Work Activity Detail	Qty	Units	Hrs/Unit	Extension
	Tank Removal Backfill	1.00	Trips	8.00	8.00
	Foundation Backfill	8.00	Trips	4.00	32.00
1308	Nuclear moisture-density meter charge, per hour	40.00	Each	20.00	\$800.00
1861	CMT Trip Charge	36.00	Each	55.00	\$1,980.00
1318	Moisture Density Relationship (Standard), per sample	2.00	Each	165.00	\$330.00
1162	Sieve Analysis with 200 wash, per sample	2.00	Each	135.00	\$270.00
128	Senior Engineer	5.00	Hour	160.00	\$800.00
Activity 1.2	Concrete Observations and Testing				\$21,983.50
260	Concrete Observations	26.50	Hour	77.00	\$2,040.50
	Work Activity Detail	Qty	Units	Hrs/Unit	Extension
	Epoxy Dowel Installations	2.00	Trips	4.00	8.00
	Grade Beams	1.00	Trips	0.50	0.50
	Footings	15.00	Trips	0.50	7.50
	Column Piers	6.00	Trips	0.50	3.00
	Stem Walls	1.00	Trips	0.50	0.50
	Foundation Walls	12.00	Trips	0.50	6.00
	Elevator Pit Slabs	2.00	Trips	0.50	1.00
261	Concrete Testing	144.00	Hour	67.00	\$9,648.00
	Work Activity Detail	Qty	Units	Hrs/Unit	Extension
	Grade Beams	1.00	Trips	3.00	3.00
	Footings	15.00	Trips	4.00	60.00
	Column Piers	6.00	Trips	4.00	24.00
	Stem Walls	1.00	Trips	3.00	3.00
	Foundation Walls	12.00	Trips	4.00	48.00
	Elevator Pit Slabs	2.00	Trips	3.00	6.00
278	Concrete Cylinder Pick up	30.00	Hour	67.00	\$2,010.00
	Work Activity Detail	Qty	Units	Hrs/Unit	Extension
	Cylinder Pickup	20.00	Trips	1.50	30.00
1861	CMT Trip Charge	59.00	Each	55.00	\$3,245.00
1364	Compressive strength of concrete cylinders (ASTM C 39), per specimen	252.00	Each	20.00	\$5,040.00
	Work Activity Detail	Qty	Units	Hrs/Unit	Extension
	Grade Beams	1.00	Set	4.00	4.00
	Footings	23.00	Set	4.00	92.00

Project Proposal

QTB137753

Itasca Cty Government Center Jail & Courts Addition/Remodel

	Column Piers	12.00 Set	4.00	48.00	
	Stem Walls	1.00 Set	4.00	4.00	
	Foundation Walls	24.00 Set	4.00	96.00	
	Elevator Pit Slabs	2.00 Set	4.00	8.00	
Activity 1.3	Structural Steel Observations				\$4,836.00
605	ICC Structural Steel Technician		48.00 Hour	87.00	\$4,176.00
	<i>Work Activity Detail</i>	<i>Qty Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>	
	Welding, Bolting, Deck Fastening	12.00 Trips	4.00	48.00	
1664	NDE Trip charge		12.00 Each	55.00	\$660.00
Activity 1.4	Project Management				\$5,000.00
238	Project Assistant		12.00 Hour	70.00	\$840.00
226	Project Manager		16.00 Hour	140.00	\$2,240.00
128	Senior Engineer		12.00 Hour	160.00	\$1,920.00
Phase 1 Total:					\$49,536.50

Phase 2	Exterior Construction Materials Testing				
Activity 2.1	Pavement and Exterior Concrete Observations & Testing				\$3,275.50
211	Proofroll Observations		4.00 Hour	87.00	\$348.00
	<i>Work Activity Detail</i>	<i>Qty Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>	
	Parking lots	1.00 Trips	4.00	4.00	
207	Compaction Testing - Nuclear		9.00 Hour	67.00	\$603.00
	<i>Work Activity Detail</i>	<i>Qty Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>	
	Utilities	1.00 Trips	3.00	3.00	
	Subgrade Preparation	1.00 Trips	3.00	3.00	
	Aggregate Base	1.00 Trips	3.00	3.00	
1308	Nuclear moisture-density meter charge, per hour		9.00 Each	20.00	\$180.00
261	Concrete Testing		9.00 Hour	67.00	\$603.00
	<i>Work Activity Detail</i>	<i>Qty Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>	
	Curb & Gutter	1.00 Trips	3.00	3.00	
	Sidewalk	2.00 Trips	3.00	6.00	
278	Concrete Cylinder Pick up		4.50 Hour	67.00	\$301.50
	<i>Work Activity Detail</i>	<i>Qty Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>	
	Cylinder Pickup	3.00 Trips	1.50	4.50	
1364	Compressive strength of concrete cylinders (ASTM C 39),per specimen		9.00 Each	25.00	\$225.00
	<i>Work Activity Detail</i>	<i>Qty Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>	
	Sidewalks	2.00 Set	3.00	6.00	
	Curb & Gutter	1.00 Set	3.00	3.00	
1318	Moisture Density Relationship (Standard), per sample		2.00 Each	165.00	\$330.00
1162	Sieve Analysis with 200 wash, per sample		1.00 Each	135.00	\$135.00
1861	CMT Trip Charge		10.00 Each	55.00	\$550.00
Phase 2 Total:					\$3,275.50

Proposal Total:	\$52,812.00
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General Conditions

Construction Material Testing and Special Inspections

Section 1: Agreement

1.1 Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

1.2 The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

1.3 In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

Section 2: Our Responsibilities

2.1 We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

2.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and

further that site conditions may vary over distance or change over time.

2.4 Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

2.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

2.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

2.7 Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 3: Your Responsibilities

3.1 You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

3.2 You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

3.3 If we notify you that radiographic or gamma ray equipment or other nuclear testing or measuring device will be used, you will be responsible for the cooperation of your employees and your contractors in observing all radiation safety standards.

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

3.5 The time our field personnel spend on the job site depends upon the scheduling of the work we are observing or testing. You agree that any changes in scheduling may result in additional

costs and agree to pay for those services at the rates listed in our cost estimate.

3.6 You agree to include us as an indemnified party in your contracts, if any, for work by others on the project, protecting us to the same degree as you are protected. You agree to list us as an Additional Insured under your liability insurance policies and to require subrogation be waived against us and that we will be added as an Additional Insured on all policies of insurance, including any policies required of your contractors or subcontractors, covering any construction or development activities to be performed on the project site.

Section 4: Reports and Records

4.1 Unless you request otherwise, we will provide our report(s) in an electronic format.

4.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

4.3 If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

4.4 Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 5: Compensation

5.1 You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is

creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

5.4 Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

5.5 If you do not pay us in accordance with this Agreement, you agree to reimburse all costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees and staff time.

5.6 You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

5.8 If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

5.9 In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

Section 6: Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 *Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of*

business opportunity, loss of profit or revenue, loss of product or output, or business interruption.

6.3 You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

6.4 *For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken.* This increased fee is not the purchase of insurance.

6.5 *You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.*

6.6 This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of laws rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

6.7 No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

Section 7: General Indemnification

7.1 *We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.*

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

Section 8: Miscellaneous Provisions

8.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

8.2 You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

8.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.

8.5 If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

8.6 No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, July 13, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1634

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Sarah Anderson

AGENDA ITEM:

IMCare Provider Participation Agreement with Kreklow Dental PLLC

BOARD ACTION REQUESTED:

Authorize IMCare Director and County Board Chair to sign the contract between IMCare and Kreklow Dental PLLC.

BACKGROUND:

Provider Agreement template previously approved by County Attorney's office.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Provider Participation Agreement 2020 - 10.01.17
2. PPA Signature Page - Kreklow Dental PLLC

07/06/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 07/13/2021 2:30 PM
----------------	--------------------------------	---------------------------------

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, July 13, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1648

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Eric Villeneuve

AGENDA ITEM:

Project Manager for the IRC RTU Replacement Project

BOARD ACTION REQUESTED:

Authorize Itasca County Health and Human Services (HHS) to use Honeywell, Inc. as the project manager to go out for bids on the Itasca Resource Center (IRC) Roof Top Unit (RTU) Replacement Project.

BACKGROUND:

The IRC has 3 AAON RTU's from 1996 that need to be replaced. They were scheduled to be replaced in 2021 per the Itasca Resource Center's 5 year plan. The funds to cover this cost will come from the IRC Building Fund. We would like to use Honeywell, Inc. as the project manager to obtain the bids as we have both a mechanical and building automation agreement with them for our RTU's. They have the expertise needed on replacing these 3 RTU's. The bids would be brought back to the County Board to be awarded.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Mech SOW - Itasca IRC RTU Replace 8JUN21

07/06/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 07/13/2021 2:30 PM
----------------	--------------------------------	---------------------------------

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, July 13, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1646

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Ryan Sutherland

AGENDA ITEM:

Bid Award for Contract 66322 - TH 2 / CSAH 63 Intersection Project

BOARD ACTION REQUESTED:

Award Contract 66322 for TH 2 / CSAH 63 Intersection Project to the lowest responsible bidder, KGM Contractors, Inc., in the amount of \$927,662.17 and authorize the required signatures on the contract documents.

BACKGROUND:

Bids were opened on June 15, 2021. Results are as follows.

Engineer's Estimate: \$788,994.00

KGM Contractors, Inc.	\$927,662.17
TNT Construction Group, LLC	\$1,049,000.00

The City of Grand Rapids and MnDOT are partners in this project and will fund approximately \$395,255.44 of the construction costs plus an additional \$60,000 in funding towards engineering costs.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION: None

07/06/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 07/13/2021 2:30 PM
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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Terry Snyder
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, July 13, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1649

DEPARTMENT: Transportation
PRESENTER: Ryan Sutherland

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:

Cooperative Construction Agreement - TH 2 / CSAH 63 Intersection Project

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Cooperative Construction Agreement No. 07012021 between Itasca County and the City of Grand Rapids, which authorizes Itasca County to enter into the agreement.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Cooperative Construction Agreement - 07012021

07/06/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 07/13/2021 2:30 PM
----------------	--------------------------------	---------------------------------

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, July 13, 2021

RESOLUTION 2021-44

RE: COOPERATIVE CONSTRUCTION AGREEMENT NO. 07012021

IT IS RESOLVED that Itasca County enter into Agreement No. 07012021 with the City of Grand Rapids for the following purposes:

To provide for payment by the City to the County for the City's share of the costs of the trail work and other associated engineering to be performed upon, along, and adjacent to Trunk Highway No. 2 and County State Aid Highway 63 under State Aid Project No. 031-663-024.

IT IS 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.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 13th day of June A.D. 2021 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 13th day of June A.D. 2021.

Administrator

**ITASCA COUNTY
And
CITY OF GRAND RAPIDS
COOPERATIVE CONSTRUCTION
AGREEMENT**

State Aid Highway Number: C.S.A.H. 63
State Aid Project (SAP): 031-663-024
Grand Rapids Proj. Number: 129-020-002
Itasca County Proj. Number: _____

This Agreement is between Itasca County acting through its Board of Commissioners ("County") and the City of Grand Rapids acting through its City Council ("City").

Recitals

1. Improvements to the Trunk Highway 2 and County State Aid Highway 63 intersection will address deteriorating bituminous pavements; and
2. City has requested the project include a trail along the project corridor; and
3. County will perform removals, grading, concrete curb and gutter, storm sewer, bituminous, signing, striping and other associated construction improvements upon, along and adjacent to County State Aid Highway 63 to County prepared plans, specifications and special provisions; and
4. City will fund the costs of the improvements for the trail and associated design covered under this Agreement; and
5. Minnesota Statutes § 162.17, authorizes the County and City to make arrangements with and cooperate with any county and city authority for the purposes of constructing, maintaining and improving CSAH's and City streets.

Agreement

1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits

- 1.1. **Effective date:** This Agreement will be effective on the date the County obtains all signatures required.
- 1.2. **Expiration date:** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. **Survival of terms:** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 9. Liability; Worker Compensation Claims; 11. State Audits; 12. Government Data Practices; 13. Governing Law; Jurisdiction; Venue; and 15. Force Majeure. The terms and conditions set forth in Article 3. Maintenance Responsibilities will survive the expiration of this Agreement but may be terminated by another Agreement between the parties.
- 1.4. **Plans, Specifications, Special Provisions:** Plans, specifications and special provisions designated by the SAP 031-663-024, when completed, will be on file in the office of the County Highway Engineer, and incorporated into this Agreement by reference. ("Project Plans")

- 1.5. ***Exhibits:*** Schedule "I" (Cost participation and funding breakdown) is on file in the office of the County Highway Engineer and incorporated into this Agreement by reference.

2. **Contract Award and Construction**

- 2.1. ***Bids and Contract Award:*** The County will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.
- 2.2. ***Bid Documents furnished by County:*** The County is responsible for all bid documents necessary to advertise, bid and construct the project.
- 2.3. ***Rejection of Bids:*** The County may reject and the City may require the county to reject bids for the construction contract. The party rejecting or requiring the rejection of bids must provide the other party written notice of that rejection or requirement for rejection no later than 30 days after opening bids. Upon the rejection of all bids, a party may request, in writing, that the bidding process be repeated. Upon the other party's written approval of such request, the County will repeat the bidding process in a reasonable period of time.
- 2.4. ***Direction, Supervision and Inspection of Construction:***
- A. ***Supervision and Inspection by the County:*** The County will direct and supervise all construction activities performed under the construction contract and perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.
 - B. The County will make changes in the Project Plans and contract construction, which may include City participation covered under this Agreement and will enter into any necessary addenda, change orders and supplemental agreements with the contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner. The County Engineer's authorized representative will inform the City Engineer of any proposed addenda, change orders and supplemental agreements to the construction contract that will affect the City participation covered under this Agreement and get concurrence from the City Engineer prior to approval of the addenda, change orders and supplemental agreements.
 - C. City may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letter(s) with the County. If the County determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the project, the County will cause the additional work or plan changes to be made.
- 2.5. ***Inspection by City:*** Trail construction covered under this Agreement will be open to inspection by the City. If City believes the construction covered under this Agreement has not been properly performed or that the construction is defective, City will inform the County Engineer's authorized representative in writing of those defects. The County will have the exclusive right to determine whether the contractor has satisfactorily performed the City construction covered under this Agreement.
- 2.6. ***Satisfactory Completion of Contract:*** The County will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner.
- 2.7. ***Compliance with Laws, Ordinances, Regulations:*** The County will comply and cause its contractor to comply with all Federal, State and Local laws, and all applicable ordinances and regulations.
- A. The County and City will work together to obtain all necessary permits to complete the improvements.

3. Maintenance Responsibilities

3.1. County Responsibilities:

- A. **Roadway:** The County will be responsible for maintenance of the roadway, including striping and signing.

3.2. City Responsibilities:

- A. **Trail:** The City is responsible to maintain the trail, including but is not limited to snow and debris removal and any other maintenance activities necessary to perpetuate the trail in a safe and useable condition. The City of Grand Rapids shall also be responsible for the trail railroad crossing surface.

4. Basis of Funding

- 4.1. **SCHEDULE "I":** SCHEDULE "I" includes all anticipated County and City participation construction items and the design and construction engineering cost share covered under this Agreement and is based on bid unit prices.

5. Project Costs

- 5.1. **County Costs:** \$363,068.72 is the County's estimated share of the costs of the contract construction labeled as Itasca County as shown in SCHEDULE "I".
- 5.2. **City Costs:** \$176,093.45 is the City's estimated share of the costs of the contract construction labeled as City of Grand Rapids and shown in SCHEDULE "I".
- 5.3. **Conditions of Payment by the County:** The County will invoice City for all costs incurred to date for items covered by City. City will pay the County within 30 days of receipt of the invoice.

6. 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.

6.1. The GR's Authorized Representative will be:

Name/Title: Matt Wegwerth, City Engineer (or successor)
Address: 420 North Pokegama Avenue, Grand Rapids, MN 55744
Telephone: (218) 326-7625
Fax: (218) 326-7621
E-Mail: mwegwerth@ci.grand-rapids.mn.us

6.2. The County's Authorized Representative will be:

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

7. Assignment; Amendments; Waiver; Contract Complete

- 7.1. **Assignment:** Neither 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.

- 7.2. **Amendments:** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 7.3. **Waiver:** If 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.
- 7.4. **Contract Complete:** This Agreement contains all prior negotiations and agreements between the County and City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

8. Liability; Worker Compensation Claims; Insurance

- 8.1. Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes Chapter 466 and other applicable law govern liability of the County and City. Notwithstanding the foregoing, the City will indemnify, hold harmless, and defend County against any claims, causes of actions, damages, costs, (including reasonable attorney's fees), and expenses arising in connection with the project covered by this Agreement, regardless of whether such claims are asserted by the County's contractor(s) or consultant(s) or by a third party because of an act or omission by the County or its contractor(s) or consultant(s),
- 8.2. Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.
- 8.3. To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minnesota Statutes, Section 471.59, Subd. 1a, provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.

9. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

10. 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.

11. Government Data Practices

The County and City, must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the County and City 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 and City.

12. 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 Itasca County, Minnesota.

13. Termination.

13.1. *By Mutual Agreement.* This Agreement may be terminated by mutual agreement of the parties.

14. Force Majeure

Neither 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.

CITY OF GRAND RAPIDS

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.

Approved:

By: _____
(Mayor of Grand Rapids)

Date: _____

By: _____
(City Clerk)

Date: _____

By: _____
(City Administrator)

Date: _____

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.

Approved:

By: _____
(County Board Chair)

Date: _____

By: _____
(Clerk to the County Board)

Date: _____

By: _____
(County Engineer)

Date: _____

SCHEDULE I ESTIMATED COSTS
SAP 031-663-024
7/1/2021

					S.A.P. 031-663-024							
					ITASCA COUNTY				CITY OF GR			
					ROADWAY		STORM SEWER		MULTI-USE TRAIL			
LINE NO.	ITEM NO.	DESCRIPTION	UNITS	UNIT PRICE	TOTAL QUANTITY	TOTAL PRICE	QUANTITY	PRICE	QUANTITY	PRICE	QUANTITY	PRICE
1	2011.601	CONSTRUCTION SURVEYING	LUMP SUM	\$10,500.00	1	\$10,500.00	0.67	\$7,035.00			0.33	\$3,465.00
2	2021.501	MOBILIZATION	LUMP SUM	\$56,000.00	1	\$56,000.00	1	\$56,000.00				
3	2101.501	CLEARING AND GRUBBING	LUMP SUM	\$4,300.00	1	\$4,300.00	0.67	\$2,881.00			0.33	\$1,419.00
4	2101.524	CLEARING	TREE	\$300.00	27	\$8,100.00					27	\$8,100.00
5	2101.524	GRUBBING	TREE	\$300.00	27	\$8,100.00					27	\$8,100.00
6	2102.503	PAVEMENT MARKING REMOVAL	LIN FT	\$2.20	2710	\$5,962.00	2710	\$5,962.00				
7	2104.502	REMOVE CASTING	EACH	\$350.00	1	\$350.00					1	\$350.00
8	2104.502	REMOVE SIGN TYPE C	EACH	\$45.00	3	\$135.00	3	\$135.00				
9	2104.502	REMOVE SIGN TYPE SPECIAL	EACH	\$83.00	1	\$83.00	1	\$83.00				
10	2104.502	SALVAGE SIGN PANEL TYPE C	EACH	\$375.00	1	\$375.00	1	\$375.00				
11	2104.502	REMOVE WOOD POST	EACH	\$225.00	1	\$225.00					1	\$225.00
12	2104.502	REMOVE MAILBOX SUPPORT	EACH	\$55.00	1	\$55.00	1	\$55.00				
13	2104.503	REMOVE PIPE CULVERT	LIN FT	\$15.00	61	\$915.00	61	\$915.00				
14	2104.503	SAWING BITUMINOUS PAVEMENT	LIN FT	\$3.25	426	\$1,384.50	115	\$373.75			311	\$1,010.75
15	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$3.50	931	\$3,258.50	396	\$1,386.00			535	\$1,872.50
16	2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$5.50	473	\$2,601.50	331	\$1,820.50			142	\$781.00
17	2105.507	COMMON EXCAVATION (P)	CU YD	\$25.00	314	\$7,850.00	122	\$3,050.00			192	\$4,800.00
18	2105.507	GRANULAR BORROW	CU YD	\$38.00	214	\$8,132.00					214	\$8,132.00
19	2105.607	RAILROAD TRACK BALLAST (CV)	CU YD	\$55.00	50	\$2,750.00	10	\$550.00			40	\$2,200.00
20	2112.604	SUBGRADE PREPARATION	SQ YD	\$2.00	927	\$1,854.00	434	\$868.00			493	\$986.00
21	2118.507	AGGREGATE SURFACING (CV) CLASS 5	CU YD	\$88.00	20	\$1,760.00	7	\$616.00			13	\$1,144.00
22	2211.507	AGGREGATE BASE (CV) CLASS 5	CU YD	\$42.00	83	\$3,486.00	30	\$1,260.00			53	\$2,226.00
23	2231.604	BITUMINOUS PATCH SPECIAL 1	SQ YD	\$42.00	56	\$2,352.00					56	\$2,352.00
24	2231.604	BITUMINOUS PATCH SPECIAL 2	SQ YD	\$36.00	477	\$17,172.00	315	\$11,340.00			162	\$5,832.00
25	2231.604	BITUMINOUS PATCH SPECIAL 3	SQ YD	\$39.00	33	\$1,287.00					33	\$1,287.00
26	2231.604	BITUMINOUS PATCH SPECIAL 4	SQ YD	\$19.00	200	\$3,800.00	200	\$3,800.00				
27	2232.504	MILL BITUMINOUS SURFACE (1.5")	SQ YD	\$5.50	271	\$1,490.50					271	\$1,490.50
28	2232.504	MILL BITUMINOUS SURFACE (2.5")	SQ YD	\$6.00	1990	\$11,940.00	1990	\$11,940.00				
29	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	\$93.00	559	\$51,987.00	559	\$51,987.00				
30	2451.607	CRUSHED ROCK (CV)	CU YD	\$62.00	6	\$372.00			6	\$372.00		
31	2501.502	18" CS SAFETY APRON	EACH	\$1,075.00	2	\$2,150.00	2	\$2,150.00				
32	2501.502	24" RC PIPE APRON	EACH	\$1,625.00	1	\$1,625.00			1	\$1,625.00		
33	2501.503	18" CS PIPE CULVERT	LIN FT	\$120.00	30	\$3,600.00	30	\$3,600.00				
34	2503.503	15" RC PIPE SEWER DES 3006 CLASS V	LIN FT	\$155.00	18	\$2,790.00			18	\$2,790.00		
35	2503.503	24" RC PIPE SEWER DES 3006 CLASS V	LIN FT	\$185.00	102	\$18,870.00			102	\$18,870.00		
36	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	\$1,950.00	1	\$1,950.00			1	\$1,950.00		
37	2506.502	CASTING ASSEMBLY	EACH	\$1,100.00	3	\$3,300.00			2	\$2,200.00	1	\$1,100.00
38	2506.502	CONST DRAINAGE STRUCTURE DES 60-4020	EACH	\$7,100.00	1	\$7,100.00			1	\$7,100.00		
39	2506.502	CONST DRAINAGE STRUCTURE DESIGN G	EACH	\$4,250.00	1	\$4,250.00			1	\$4,250.00		
40	2506.602	SEAL MANHOLE OR CATCH BASIN	EACH	\$3,000.00	1	\$3,000.00			1	\$3,000.00		
41	2511.504	GEOTEXTILE FILTER TYPE 4	SQ YD	\$5.50	92.4	\$508.20	66.8	\$367.40			25.6	\$140.80
42	2511.507	RANDOM RIP RAP CLASS III	CU YD	\$82.00	24.8	\$2,033.60	18.4	\$1,508.80			6.4	\$524.80
43	2521.518	6" CONCRETE WALK	SQ FT	\$11.00	1760	\$19,360.00					1760	\$19,360.00
44	2521.518	8" CONCRETE WALK	SQ FT	\$20.00	651	\$13,020.00					651	\$13,020.00
45	2531.503	CONCRETE CURB & GUTTER DESIGN D418	LIN FT	\$55.00	278	\$15,290.00	278	\$15,290.00				
46	2531.604	CONCRETE DRAINAGE FLUME	SQ YD	\$200.00	11	\$2,200.00	11	\$2,200.00				
47	2531.618	TRUNCATED DOMES	SQ FT	\$55.00	124	\$6,820.00					124	\$6,820.00
48	2540.602	MAILBOX	EACH	\$30.00	2	\$60.00	2	\$60.00				
49	2540.602	MAILBOX SUPPORT	EACH	\$110.00	2	\$220.00	2	\$220.00				
50	2545.601	RELOCATE BURIED POWER CABLE	LUMP SUM	\$3,000.00	1	\$3,000.00					1	\$3,000.00
51	2554.603	RAISE GUARDRAIL	LIN FT	\$16.00	817	\$13,072.00	817	\$13,072.00				
52	2557.503	WIRE FENCE DESIGN 42V-9322	LIN FT	\$190.00	57	\$10,830.00					57	\$10,830.00
53	2563.601	TRAFFIC CONTROL	LUMP SUM	\$15,000.00	1	\$15,000.00	0.67	\$10,050.00			0.33	\$4,950.00
54	2564.502	INSTALL SIGN PANEL TYPE C	EACH	\$360.00	1	\$360.00	1	\$360.00				
55	2564.518	SIGN PANELS TYPE C	SQ FT	\$120.00	48	\$5,760.00	20.25	\$2,430.00			27.75	\$3,330.00
56	2564.518	SIGN PANELS TYPE SPECIAL	SQ FT	\$44.00	9	\$396.00	9	\$396.00				
57	2571.524	CONIFEROUS TREE 6" HT B&B	TREE	\$1,100.00	5	\$5,500.00					5	\$5,500.00
58	2573.501	STABILIZED CONSTRUCTION EXIT	LUMP SUM	\$1,825.00	1	\$1,825.00	0.67	\$1,222.75			0.33	\$602.25
59	2573.502	STORM DRAIN INLET PROTECTION	EACH	\$275.00	2	\$550.00	2	\$550.00				
60	2573.502	CULVERT END CONTROLS	EACH	\$275.00	4	\$1,100.00	4	\$1,100.00				
61	2573.503	SILT FENCE, TYPE HI	LIN FT	\$3.85	767	\$2,952.95	362	\$1,393.70			405	\$1,559.25
62	2573.503	SEDIMENT CONTROL LOG TYPE STRAW	LIN FT	\$4.40	616	\$2,710.40	170	\$748.00			446	\$1,962.40
63	2574.505	SOIL BED PREPARATION	ACRE	\$1,100.00	0.25	\$275.00	0.05	\$55.00			0.2	\$220.00
64	2574.507	COMMON TOPSOIL BORROW	CU YD	\$32.00	157	\$5,024.00	38	\$1,216.00			119	\$3,808.00
65	2574.508	FERTILIZER TYPE 4	POUND	\$1.40	29.9	\$41.86	6.9	\$9.66			23	\$32.20
66	2575.505	SEEDING	ACRE	\$5,500.00	0.25	\$1,375.00	0.05	\$275.00			0.2	\$1,100.00
67	2575.505	WEED SPRAYING	ACRE	\$5,500.00	0.13	\$715.00	0.03	\$165.00			0.1	\$550.00
68	2575.505	MOWING	ACRE	\$1,100.00	0.49	\$539.00	0.11	\$121.00			0.38	\$418.00
69	2575.506	WEED SPRAY MIXTURE	GAL	\$1,100.00	0.13	\$143.00	0.03	\$33.00			0.1	\$110.00
70	2575.508	MNDOT SEED MIXTURE MNST-12	POUND	\$33.00	43.5	\$1,435.50	10	\$330.00			33.5	\$1,105.50
71	2575.601	EROSION CONTROL	LUMP SUM	\$2,750.00	1	\$2,750.00	0.67	\$1,842.50			0.33	\$907.50
72	2575.604	ROLLED EROSION PREVENTION CATEGORY 25	SQ YD	\$3.00	1067	\$3,201.00	277	\$831.00			790	\$2,370.00
73	2582.503	4" SOLID LINE MULTI COMP GR IN (WR)	LIN FT	\$2.70	1068	\$2,883.60	1068	\$2,883.60				
74	2582.503	4" DBL SOLID LINE MULTI COMP GR IN (WR)	LIN FT	\$5.50	1068	\$5,874.00	1068	\$5,874.00				
75	2582.503	6" SOLID LINE MULTI COMP GR IN (WR)	LIN FT	\$3.00	1176	\$3,528.00	1176	\$3,528.00				
76	2582.503	12" SOLID LINE MULTI COMP GR IN (WR)	LIN FT	\$15.00	28	\$420.00	28	\$420.00				
77	2582.503	24" SOLID LINE MULTI COMP GR IN (WR)	LIN FT	\$22.00	133	\$2,926.00	133	\$2,926.00				
78	2582.503	CROSSWALK MULTI COMP GR IN (WR)	SQ FT	\$12.00	660	\$7,920.00	660	\$7,920.00				
79	2582.518	PAVT MSSG MULTI COMP GR IN (WR)	SQ FT	\$19.00	543.74	\$10,331.06	543.74	\$10,331.06				

ESTIMATED CONSTRUCTION COST \$439,162.17 \$257,911.72 \$42,157.00 \$139,093.45

ESTIMATED ENGINEER COSTS \$ 63,000.00 \$ 37,000.00

ITASCA COUNTY PROJECT COSTS \$ 363,068.72

CITY OF GRAND RAPIDS COSTS \$176,093.45



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, July 13, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1635

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Cindy Shevich

AGENDA ITEM:

Highway Easement over Portions of Tax-Forfeited Land to the City of Deer River

BOARD ACTION REQUESTED:

Approve Highway Easement over Portions of Tax-Forfeit Land to the City of Deer River over and across tax-forfeited trust lands described as that part of the East 120 feet of Lots 13 and 14, Block 17, Plat of Itasca City for the appraised value of \$276.00 and authorize necessary signatures.

BACKGROUND:

The City of Deer River is currently improving the existing highway and have requested an Easement over portions of tax-forfeited property. The appraised value of the proposed Easement location is \$276.00.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Road Easement
2. Exhibit 1 map

07/06/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 07/13/2021 2:30 PM
----------------	--------------------------------	---------------------------------

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, July 13, 2021

RESOLUTION

ROAD EASEMENT

In consideration of payment of the sum of **Two hundred Seventy-six dollars** (\$276.00), receipt of which is hereby acknowledged, and pursuant to authority of the Itasca County Board of Commissioners of said County, herein called "**Grantor**", on _____, **2021**, there is hereby granted to **City of Deer River, Minnesota, municipal corporation of the State of Minnesota**, hereinafter referred to as "Grantee", whose address is 60 Second Street SE, Deer River, MN 56636, an easement over tax-forfeited land for the purpose of ingress, egress and storm water on, over, through and across the following described land, to-wit:

That part of the East 120.00 feet of Lots Thirteen (13) and Fourteen (14), Block Seventeen (17), Plat of Itasca City, according to the recorded plat thereof, Itasca County, Minnesota lying southwesterly of the following described line:

Commencing at the Northwest corner of said Lot 14; thence North 89 degrees 49 minutes 50 seconds East, assigned bearing along the north line of said Lot 14, a distance of 40.00 feet to the point of beginning of the line to be described; thence South 47 degrees 37 minutes 40 seconds East, 74.11 feet to the south line of said Lot 13 and terminating there at, as shown on Exhibit 1 attached.

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

Said easement to be subject to the following terms and conditions:

1. Easement is granted pursuant to the provisions of Minnesota Statutes Section 282.04, Subd. 4.
2. Easement shall be non-exclusive.
3. The Itasca County Board of Commissioners, by Board Action dated _____ day of _____, 2021, have prescribed the terms set forth below.

4. Road construction and maintenance activities under such easement shall not exceed the legal description area as described in this document without written approval by the Land Commissioner.
5. Road must be constructed and maintained in a manner that complies with or exceeds forest management guidelines and County policy as followed by the Itasca County Land Department on similar tax-forfeited lands.
6. All roadway construction and maintenance desired by the **Grantee** or required by the **Grantor** pursuant to the terms of this easement, shall be the responsibility of the **Grantee** without any cost to the **Grantor** except that road damage caused by the **Grantor**, its agents or contractors (the general public does not constitute an agent of the **Grantor**), shall be the responsibility of the **Grantor** without any cost to the **Grantee**. **Any merchantable timber cut and forest regeneration damaged on the above mentioned right-of-way by the Grantee will be paid for by the Grantee at prevailing timber prices prior to being incurred.**
7. The roadway which is the subject of this easement shall be open for public use.
8. **Grantor** and **Grantee** shall each be liable for its own acts to the extent provided by law, and each participating party hereby agrees to indemnify, hold harmless and defend the others, their officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees, which the others, their officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act of omission of the participating party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement.
9. This easement shall revert to the State of Minnesota, in trust for the taxing districts, in the event of nonuse.
10. The **Grantee's** address for the purpose of giving any notice of this agreement is as follows:
Name: City of Deer River
Address: 60 Second Street SE
P.O. Box 70
Deer River, MN 56636

11. This easement shall enure to the benefit of, and be binding upon, the successors and assigns of the Parties hereto, if any.

IN TESTIMONY WHEREOF, the County Auditor of the County of Itasca, State of Minnesota, has affixed his hand and seal this _____ day of _____, 2021.

County of Itasca, State of Minnesota

by Jeffrey T. Walker
Itasca County Auditor
Itasca County, Minnesota

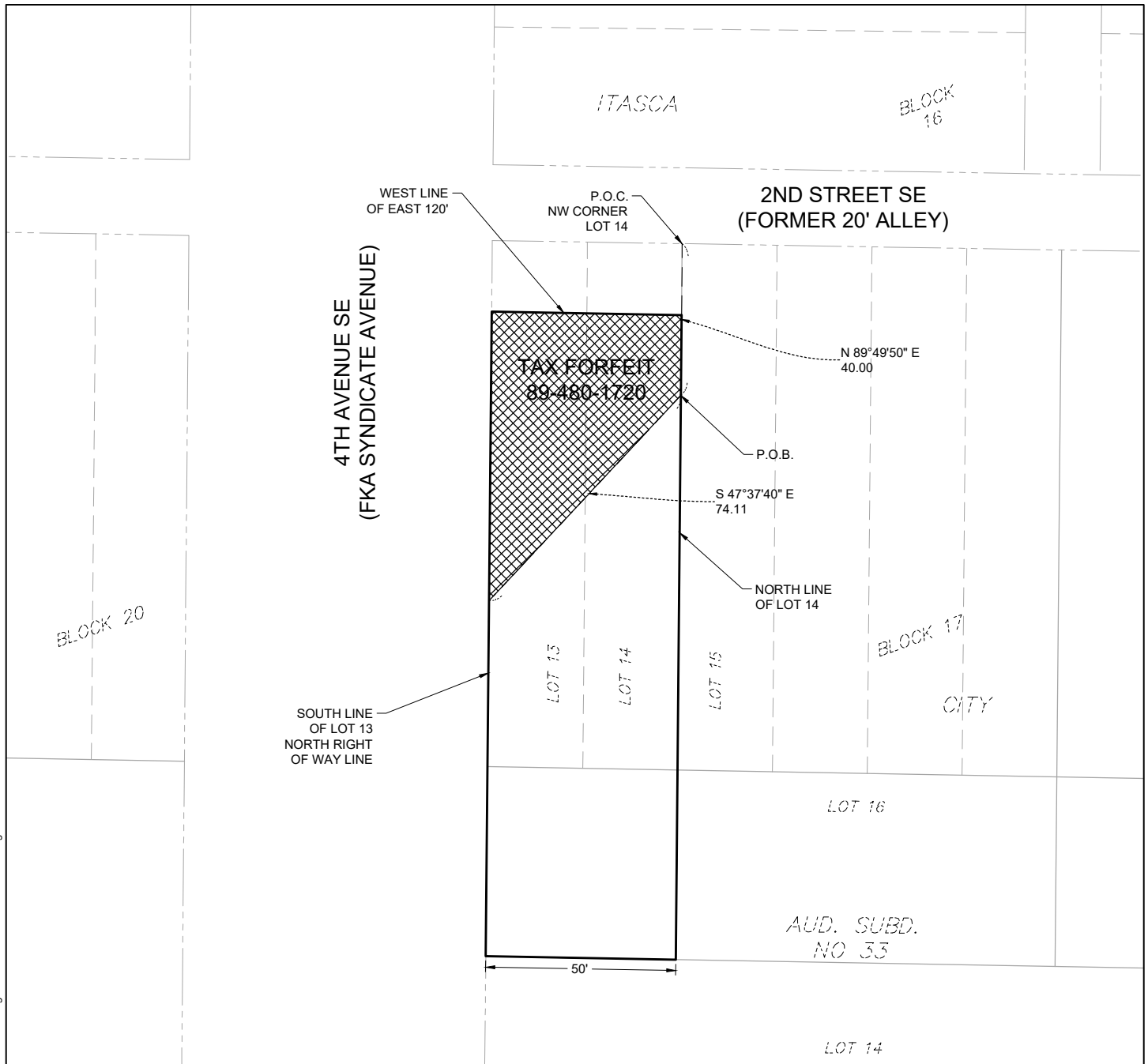
STATE OF MINNESOTA)
) ss.
COUNTY OF ITASCA)

On this _____ day of _____, 2021, before me Deputy Auditor within and for said county, personally appeared Jeffrey T. Walker, County Auditor of said county, to me personally known to be the person who executed the foregoing instrument on behalf of said county and acknowledged that he executed the same in his official capacity as his free act and deed pursuant to statutes and in such case made and provided and pursuant to the authority of the Itasca County Board of Commissioners.

Deputy Auditor

Drafted by:
Cindy Shevich
Real Estate Specialist
Itasca County Land Department
1177 LaPrairie Ave
Grand Rapids, MN 55744

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CERTIFICATION

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

Daniel J. Bemboom

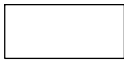
Daniel J. Bemboom, PLS
Minnesota License No. 46452

November 13, 2020
Date

City of Deer River
DEERR 154021

PARCEL NUMBER	89-480-1720
OWNER	TAX FORFEIT
AREA OF PARCEL	8519 SF
ZONING	R-2
AREA OF PROPOSED PERMANENT EASEMENT	2440 SF

LEGEND

PERMANENT EASEMENT -		TEMPORARY EASEMENT -	
PLATTED LOT LINES -		EASEMENT PARCEL -	



PHONE: 218.322.4500
21 NE 5TH ST STE 200
GRAND RAPIDS, MN 55744
www.sehinc.com

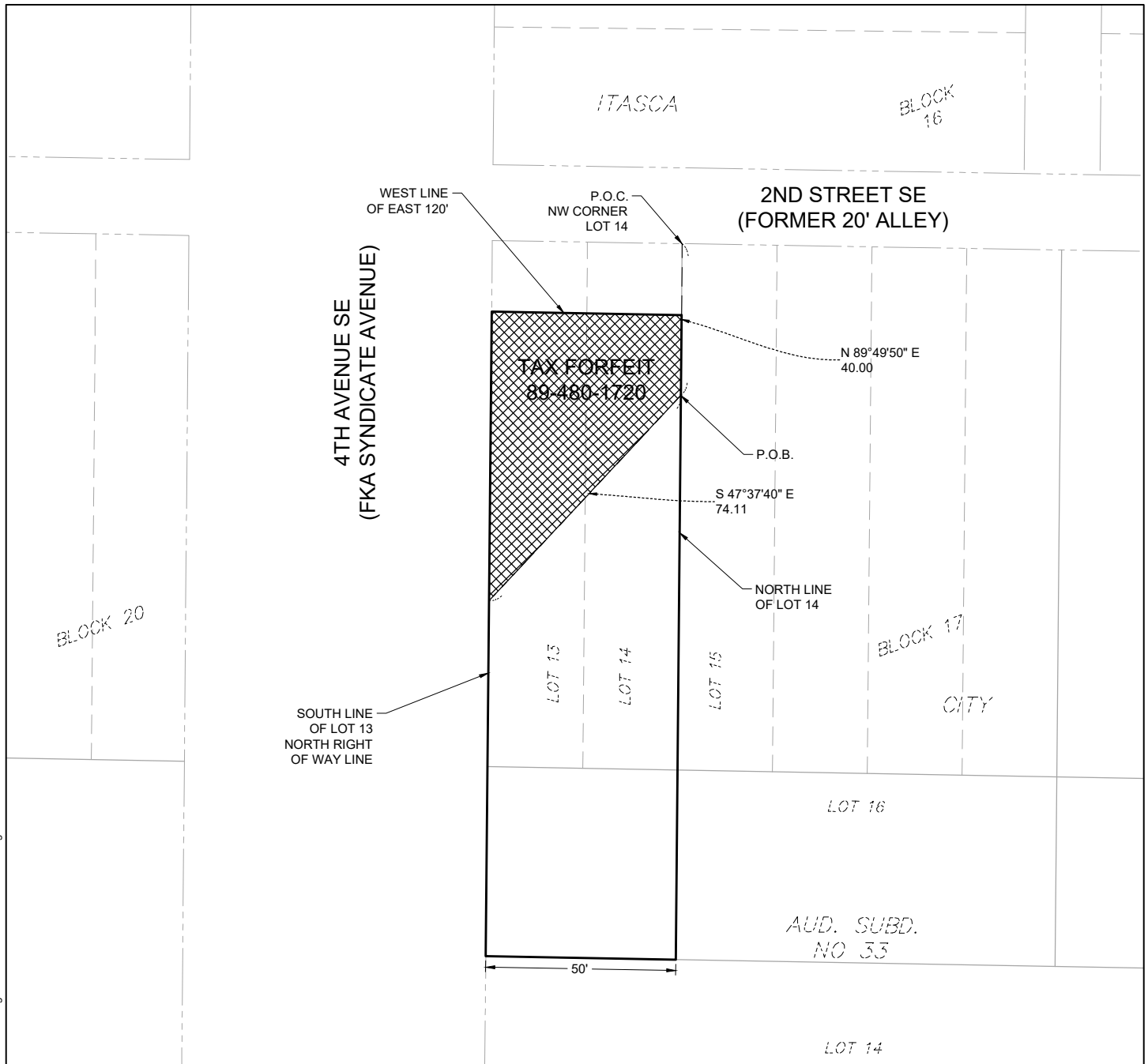
FILE NO.
DEERR 154021

DATE:
6/25/2021

TAX FORFEIT
2020 INFRASTRUCTURE EXHIBIT
DEER RIVER, MINNESOTA

EXHIBIT
NO. 1

Save: 6/25/2021 2:44 PM J:\newman Plot: 6/25/2021 2:44 PM X:\AE\DEERR\154021\5-final-dgn\51-drawings\1\6\Civil\cad\dwg\exhibit\TaxForfeit.dwg



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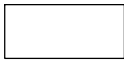
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PERMANENT EASEMENT - 	TEMPORARY EASEMENT - 
PLATTED LOT LINES - 	EASEMENT PARCEL - 



PHONE: 218.322.4500
21 NE 5TH ST STE 200
GRAND RAPIDS, MN 55744
www.sehinc.com

FILE NO.
DEERR 154021

DATE:
6/25/2021

TAX FORFEIT
2020 INFRASTRUCTURE EXHIBIT
DEER RIVER, MINNESOTA

EXHIBIT
NO. 1



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, July 13, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1642

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Cindy Shevich

AGENDA ITEM:

2021 Fall Land Classification Meeting

BOARD ACTION REQUESTED:

Accept attached land classification list and schedule a Fall 2021 Land Classification Meeting for Tuesday, September 21, 2021 at 1:00 pm in the County Board Room.

BACKGROUND:

The Land Classification Committee reviews new forfeitures, land sale requests, and land exchange requests at Land Classification Meetings. There has been a request by Cohasset Economic Development Authority to purchase said lots for a public purpose. 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. RBA Classification List Fall 2021

07/06/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 07/13/2021 2:30 PM
----------------	--------------------------------	---------------------------------

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

Land Classification

Fall 2021

Column	PURPOSE	TWP	RGE	SEC	ACRES	LEGAL DESCRIPTION	PARCEL ID	CLASS	REASON	COMMENTS
1	Requested	55	26	10	0.2	Government Lot 1, Lyg S & E of Brook	05-010-1401	670		
2	Requested	56	26	31	18.79	Government Lot 2, Lyg E of Hwy 6	64-031-2302	670		
3	Requested	56	26	31	79.53	E1/2 of SW1/4	64-031-3002	670		
4	Requested	56	26	31	29.26	Government Lot 3 LESS Hwy R/W	64-031-3200	670		
5	Requested	56	26	31	28.37	Government Lot 4 LESS Hwy R/W	64-031-3300	670		
6	Requested	56	26	31	148.37	SE1/4	64-031-4000	670		



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, July 13, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1650

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Kory Cease

AGENDA ITEM:

Recreational Trail License to City of Cohasset

BOARD ACTION REQUESTED:

Approve Recreational Trail License to the City of Cohasset across tax-forfeited land described as part of Lot 8; Section 23, Township 55 North, Range 26 West, and authorize necessary signatures.

BACKGROUND:

The trail license authorizes a non-motorized mountain bike trail system over tax-forfeited land in the Tioga Recreational Area to be maintained by the City of Cohasset.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Cohasset Recreational Trail License_Signed

07/06/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 07/13/2021 2:30 PM
----------------	--------------------------------	---------------------------------

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

RECREATIONAL TRAIL LICENSE

This license ("License") is granted this 28 day of June, 2020, by Itasca County on behalf of the State of Minnesota in trust for the taxing districts (hereinafter "LICENSOR"); pursuant to the provisions of Minnesota Statutes Section 282.04, Subd. 4, which states the County Auditor with approval of the county board is authorized to grant easements or permits on tax-forfeited lands for recreational trails.

NAME AND ADDRESS OF LICENSEE: City of Cohasset, ATTN: Director of City Operations, 305 Northwest 1st Avenue, Cohasset, MN 55721

LICENSE FEE: \$3,500.00 (\$500.00 application fee, \$3,000.00 land value, and timber value to be paid when incurred). Paid in full on August 31, 2018.

TERM: The initial term of this non-exclusive License shall commence on the date set forth above and shall end at 12:00 a.m. on August 31, 2048. The term of this License is subject to termination as provided herein.

PURPOSE OF LICENSE: This non-exclusive license is granted for construction, maintenance and use of a non-motorized bike trail (hereinafter referred to as "Trail") within a six (6) foot corridor, while allowing for other recreational purposes per Minnesota Statutes Section 604A.21, Subd 5, and under the covenants and agreements of the LICENSEE to use the following described lands, subject at all times to sale, license, lease, and use for mineral, timber, multi-use recreation or other purposes, to wit:

Part of Lot 8; Section 23, Township 55 North, Range 26 West, as approximately shown on the attached **Exhibit A** and herein referred to as the "Premises".

LICENSEE shall also have the right of reasonable access to the licensed Premises for the purposes described herein, over and across real property in Lot 8; Section 23, Township 55 North, Range 26 West owned by LICENSOR adjacent to the Premises ("Adjacent Land"), with the specific access location to be designated by Itasca County within a reasonable time upon request by LICENSEE.

DISCLAIMER: LICENSOR does not warrant its title to the Premises nor undertake to defend the LICENSEE in the peaceable possession or use thereof. No covenant of Quiet enjoyment is made. LICENSEE shall indemnify and hold LICENSOR harmless from any and all claims for damage against LICENSOR by third parties as a result of this License. LICENSEE agrees to hold LICENSOR harmless in regard to the legal descriptions of the Premises provided by the LICENSEE. LICENSOR is relying on ownership information and License legal descriptions provided by the LICENSEE. The grant herein is limited to parcels owned by the State of Minnesota in trust for the taxing districts. LICENSOR makes no representations or warranties as to the ownership of the parcels crossed by this License and assumes no liability for any errors or costs for corrections in that regard. The License granted herein is limited to the interest of the tax-forfeited trust, if any.

This License is granted subject to the following terms:

1. RENEWAL: At the end of the License period and if both parties wish to renew, the renewal fee and time period

will be determined by agreement of the parties.

2. **TERMINATION:** This License may be terminated or cancelled upon reasonable notice on the occurrence of any of the following:

- A. Violation of any of its terms.
- B. If at any time in the sole discretion of the LICENSOR its continuance will conflict with a public use of the land over or upon which it is granted.
- C. LICENSOR, the State of Minnesota in trust for the taxing districts, and the State of Minnesota reserve the right to access and remove County and State-owned iron bearing minerals, earthen materials, or non-iron bearing materials. The LICENSOR is not responsible for any costs associated with closures, restoration, or relocation of the Trail and associated improvements for any reason, including but not limited to mineral management and mining related activities.
In the event a surface, mineral or mining lease is issued by any authority on said Premises, the County is not required to find a suitable replacement location for the Trail but will endeavor to attempt to relocate the Trail on Adjacent Lands if reasonably possible to do so without interfering with existing or planned future mining operations. If a reasonable location cannot be found, this License may be canceled. In the event the Trail location is relocated to Adjacent Land, the License shall otherwise remain in full force and effect pursuant to the terms thereof. The LICENSEE, State of Minnesota, or a lessee under a surface, mineral, or mining lease, or their respective successors or assigns, shall have the right to request the removal of any improvements from the Premises and require the relocation of the Trail upon not less than two (2) years written notice to the LICENSEE, to facilitate the mining of minerals located in, under or upon the Premises.
- D. LICENSEE may terminate this License upon providing 180 days written notice of intent to terminate to LICENSOR. Termination under section D requires LICENSEE to restore and peacefully leave the Premises and any Adjacent Lands altered by LICENSEE to a neat and proper condition as they were prior to LICENSEE's occupancy and establishment of Trails and improvements hereunder, unless otherwise directed by LICENSOR. Restoration work requires LICENSEE to put the licensed trail areas and other areas where LICENSEE has done work for this project back into the condition they were in prior to project work. LICENSEE shall complete all restoration work prior to the date of termination and such work shall be at LICENSEE's expense. LICENSEE agrees to pay LICENSOR for the costs of any remaining restoration arising from LICENSEE's use under this License. LICENSEE shall comply with other terms and conditions of this License as applicable.

In the event this License is cancelled or terminated under this Paragraph, LICENSEE shall remove all of LICENSEE's personal property, at LICENSEE's expense, from the Premises and Adjacent Lands within ninety (90) days from the date of cancellation or termination. Personal property refers to appurtenances or structures commonly associated with recreational trails including, but not limited to, benches, picnic tables, kiosks, etc. If LICENSEE does not within ninety (90) days remove such personal property, all such personal property remaining upon the Premises shall become the property of LICENSOR to be used or disposed of at the sole discretion of LICENSOR. The LICENSEE agrees to pay LICENSOR for the costs of removing and disposing of such personal property.

- 3. **HOLDOVER:** LICENSEE shall pay to the LICENSOR a sum equal to \$100 per month for each month that LICENSEE holds the Premises after termination or cancellation of this License without authorization by LICENSOR. This sum shall be liquidated damages for the wrongful holding over. LICENSEE acquires no additional rights by holding the Premises after termination or cancellation and shall be subject to legal action for removal.
- 4. **PUBLIC RECREATION USE:** The LICENSEE agrees and understands that the public land Licensed herein shall be open to public recreational uses, as defined by Minnesota Statute 604A.21, not inconsistent with the purposes of this License. The LICENSEE shall not unreasonably refuse permission to any person to enter upon the lands Licensed herein for reasonable public recreational use without first obtaining the written permission of the LICENSOR. If the LICENSOR authorizes the prohibition of any public recreational uses, the prohibition shall

apply to all persons including the LICENSEE.

5. **CONSTRUCTION OF LICENSE:** If any clause or provision of this License is or becomes illegal, invalid or unenforceable because of present or future laws or any rule or regulation of any governmental body, the intentions of the LICENSOR and LICENSEE here is that the remaining parts of this License shall not be affected thereby.
6. **LAWS AND REGULATIONS:** LICENSEE agrees, at its expense, to comply with all applicable federal, state and local laws, regulations, grant and bonding requirements, and permitting including municipal ordinances, affecting said lands or the area in which they are situated and keep them in a neat and orderly condition, and shall remove all refuse and debris that may accumulate thereon. Examples include, but are not limited to, Wetland Conservation Act of 1991 (Laws of Minnesota 1991, Chapter 354) and any amendments thereto, Minnesota Pollution Control Agency Stormwater Pollution Prevention Plan permit, Environmental Assessment Worksheet, Army Corps of Engineers permit(s), and Department of Natural Resources permits.
7. **SAFETY:** Licensed Trails and improvements are located in close proximity to Tioga Mine Pit where there are potential safety hazards to bicycle users. Safety features including, but not limited to signs, notices, and fencing may be necessary to warn the public of the presence of hazards associated with the mine pit area by bicycle users to reduce risks of accidental injury or death. LICENSEE agrees to accept responsibility and liability for appropriate installation of necessary public safety features associated with bicycle use of the licensed Trail and improvements, which includes properly informing and protecting users from potential hazards on Premises and Adjacent lands. LICENSOR shall have no responsibility for the condition or proper installation of said safety features or for policing the safe and proper bicycle use of the Trail. LICENSOR reserves the right to install additional safety features if it determines such installations are necessary. LICENSEE agrees to maintain said features installed by LICENSOR.
8. **IMPROVEMENTS:** If LICENSEE plans to construct or make any buildings, kiosks, benches, or other improvements or alterations on the Premises as necessary or suitable for its operations and use, the LICENSEE must first review those plans with and receive approval from LICENSOR which approval shall not be unreasonably withheld. Any changes, alterations or improvements in or to the Premises shall be at LICENSEE's sole expense. LICENSEE's use of the Premises shall be supported by all permits required by law, and LICENSEE shall not operate in violation of any such permits.
9. **TIMBER:** No timber shall be cut, used, removed or destroyed by the LICENSEE without first obtaining written permission from LICENSOR. LICENSEE must pay for all timber (both mature timber and growing stock) damaged on the Premises by LICENSEE prior to incurring the damage. Timber damages will be determined by the Itasca County Land Commissioner and will be based on current market values. LICENSOR reserves the right to sell and dispose of, under the provisions of law now or hereinafter governing the sale of timber on State tax-forfeited lands, all the timber upon the land hereby Licensed, and reserves to the purchaser of such timber, or agents and servants of the purchaser, the right at all times to enter thereon, and to cut and remove any and all such timber therefrom, according to the terms of the purchaser's contract with LICENSOR, and without let or hindrance from the LICENSEE.
10. **RIGHT OF ENTRY:** LICENSOR, or its agents or contractors, shall have the right to enter upon and into said Premises at any time to inspect the same. Such inspection shall not unreasonably hinder or interrupt the operations of the LICENSEE, except in cases where emergency entry is necessary to preserve the Premises and other property.
11. **NO ASSIGNMENT:** The LICENSEE shall not without LICENSOR's prior written consent: a) assign, convey or otherwise transfer this License or any interest under it; b) sublet the License corridor or any part thereof; or c) permit the use of occupancy of the License corridor or any part thereof by anyone other than the LICENSEE. This License shall extend to, and bind the successors, heirs, legal representatives and assigns of this LICENSEE, if any. LICENSOR may require a party who has requested to sublet, use or occupy the License corridor to obtain a separate License from LICENSOR prior to occupying or using the License corridor.

12. NO WAIVER: No delay by LICENSOR in enforcing any of the conditions of this License shall operate as a waiver of any of its rights.
13. TAXES: LICENSEE will pay when due all taxes and assessments levied against said land or the improvements thereon.
14. LICENSEE INDEMNIFICATION AND INSURANCE:

- A. This License is permissive only. No liability shall be imposed upon or incurred by Itasca County or any of its officers, agents, or employees, officially or personally, on account of the granting hereof or on account of any damage to any person or property resulting from any act or omission of the LICENSEE or any of its agents, employees, or contractors relating to any matter hereunder. This License shall not be construed as estopping or limiting any legal claim or right of action of any such person against the LICENSEE, its agents, employees, or contractors for any damage or injury resulting from any such act of omission, or as estopping or limiting any legal claim or right of action of Itasca County against the LICENSEE, its agents employees, or contractors, for violation of or failure to comply with the provisions of the License or applicable provisions of law. The LICENSEE shall indemnify and hold harmless Itasca County from all claims arising out of the LICENSEE's use of the above described lands whether such claims are asserted by civil action or otherwise.

LICENSEE agrees to defend, indemnify and hold harmless LICENSOR, Itasca County and State of Minnesota, its elected officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney fees resulting directly or indirectly from any act or omission of LICENSEE, anyone directly or indirectly employed by them and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this License and against all loss by reason of failure of said LICENSEE to perform fully, in any respect, all obligations under this License.

- B. LICENSEE agrees at all times during the term of this License to have and keep in force insurance, either under a self-insurance program or separate insurance policy, as follows:

- a. Commercial General Liability shall list Itasca County as an additional insured with the following insurance limits:

	<u>Limits</u>
General Aggregate	\$2,000,000
Products-Completed	
Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence:	
Combined Bodily Injury and Property Damage	\$1,000,000

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

- c. Workers' Compensation and Employer's Liability:
- | | |
|--|---------------------|
| | Statutory
Limits |
|--|---------------------|
- If the Contractor is based outside the State of Minnesota, coverage must apply to Minnesota laws

	<u>Limits</u>
d. Employer's Liability	
Bodily injury by:	
Accident - Each Accident	\$500,000
Disease - Policy Limit	\$500,000
Disease - Each Employee	\$500,000

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

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

LICENSEE shall not commence or contract work, or allow events on the Premises or Adjacent Land, or otherwise occupy the Premises or Adjacent Land, until it, its contractor and event holder have obtained required insurance and filed an acceptable Certificate of Insurance with LICENSOR to the attention of Itasca County Land Commissioner, 1177 LaPrairie Ave, Grand Rapids, MN 55744. The Certificate shall:

1. List Itasca County as Certificate holder and as an additional insured with respect to operations and events covered under the license for all liability coverages except Workers' Compensation and Employer's Liability and Professional Liability, if applicable; and,
 2. Be amended to show that Itasca County will receive thirty (30) days written notice in the event of cancellation, non-renewal or material change in any described policies.
- C. LICENSEE also agrees that any contract let or event allowed by LICENSEE for the performance of work or an event on the Premises or Adjacent Land as provided herein shall include clauses that will: (1) require the contractor or event holder to defend, indemnify and hold harmless LICENSOR and State of Minnesota, its elected officials, officers, agents and employees for any liability, claims, causes of action, losses, demands, damages, judgments, costs, interest, expenses (including, without limitation, reasonable attorney fees, witness fees and disbursements incurred in the defendant thereof) arising out of or by reason of the acts and/or omissions of said contractor or event holder, its subcontractors, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable for ; (2) require the contractor or event holder to provide and maintain insurance in accordance with the following:

- a. Workers' Compensation: (Statutory Limits)

Employer's Liability Insurance:

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

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

- b. Commercial General and Automobile Liability Insurance:

	<u>Limits</u>
1. Commercial General Liability:	
Combined Bodily Injury and Property Damage	
Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products - Completed Operations	
Aggregate Limit	\$2,000,000

Personal and Advertising Injury Limit \$1,000,000

Coverages above shall also include:

Premises - Operations

Contractual Liability (including oral and written contracts)

Explosion, Collapse, Underground Property Damage (XCU)

2. Automobile Liability including Hired Car and Employers Non-Ownership Liability:
Combined Bodily Injury and Property Damage:
Each Occurrence Limit \$1,500,000

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

D. LICENSEE 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 LICENSOR under Minn. Stat. 466.04 now or as said statute is hereafter amended or as otherwise required by law, statute or rule.

E. In addition to any other rights contained herein the LICENSOR reserves the right to terminate, suspend or rescind this License if the LICENSEE is not in compliance with the requirements contained herein and retains all its rights thereafter to pursue any legal remedies against LICENSEE. All insurance policies shall be open to inspection by the State of Minnesota or County upon written request.

15. SURFACE RIGHTS NOT OWNED BY LICENSOR: LICENSEE to Acquire Necessary Rights to Surface Not Owned by LICENSOR. It is understood and agreed that in case any interest in the land covered by this License is owned by anyone other than LICENSOR, this License shall not be construed as authorizing any invasion of or trespass upon such other interest, that in case it shall be necessary to make use of any such other interest in connection with any operations hereunder, LICENSEE shall obtain all necessary legal rights therefore before proceeding therewith, that LICENSEE shall be liable for all damages to any such other interest caused by any operations hereunder, and that LICENSOR shall not incur or be subject to any liability therefore.

16. TRAIL CONSTRUCTION AND MAINTENANCE SPECIFICATIONS: The following specifications must be implemented in and during Trail construction and maintenance:

- a. Project design must consider and accommodate current and on-going management activities by LICENSOR.
- b. The LICENSEE shall not construct any non-motorized trails without prior written approval by the LICENSOR. Trails identified on Exhibit A are approved by LICENSOR. LICENSEE shall not modify or alter the path of constructed non-motorized Trails previously approved by LICENSOR, or knowingly permit others to modify or alter the path of constructed non-motorized Trails previously approved by the LICENSOR.
- c. Trail construction activities must occur within a six (6) foot corridor, the approximate centerline of which is shown on Exhibit A. The finished Trail corridor, maintenance, and associated activities must not exceed the stated corridor width of six (6) feet. LICENSOR agrees to grant temporary permits as are reasonably necessary for the purposes of construction and maintenance. LICENSOR may adjust Trail location for safety, environmental or other conditions as reasonably necessary if conditions warrant.
- d. Any improvements such as scenic overlook, Trail markers, and signs, must be approved as to design, location within Adjacent Land and installation by the Land Commissioner or his/her designee. LICENSOR reserves the right to charge additional fees for said installations. Trail markers and/or signs are to be attached to a post. In no instance shall a marker or sign be affixed to trees of any size. Trail markers and signage must be installed as construction progresses.
- e. The LICENSEE is required to install control structures and signs at locations within Lot 8; Section 23, Township 55 North, Range 26 West identified by the LICENSOR to restrict motorized access to the Trail system. Said structures and signage must be approved by Land Commissioner or his/her designee prior to

installation. LICENSOR reserves the right to charge additional fees for said installations.

- f. No damage or improvements to access roads and other areas may be done outside of the Trail without permission from the Itasca County Land Commissioner. The Itasca County Land Commissioner must be notified before motor vehicles are used off traveled roadways or on vehicle restricted LICENSOR Trails, or before heavy equipment is moved across the Premises or County lands not described herein. Prior approval and notification are not required during emergencies. However, the Itasca County Land Commissioner must be notified within five (5) days of such use, damage or improvement to permit timely assessment of the extent of damage, if any, and to ensure proper reparations and repairs.
- g. All timber, slash, rocks and similar debris left on LICENSOR land must be disposed of in a manner acceptable to the Itasca County Land Commissioner.
- h. Erosion control measures shall be adequately designed and followed per the LICENSEE'S Storm Water Pollution Prevention Plan. Excavated or similar materials shall not be deposited or stored in or alongside public water or wetlands in a manner where the materials can be deposited into the public water or wetland by reasonably expected high water or storm run-off. The LICENSEE shall avoid wetland areas during design, construction, operations, and maintenance activities. All seed and plant material shall be certified weed-free. Weed free straw or hay may be used for mulching and erosion control. Noninvasive plant species should be used for revegetation unless approved by the Land Commissioner.
- i. Trail Closure(s): The LICENSEE shall close Trails during adverse or seasonal wet conditions in order to minimize site damage. Closure may affect the entire Trail system or specific Trail segments as determined by the LICENSEE. The LICENSEE shall close the entire Trail corridor during the firearms deer hunting season. The LICENSEE shall close Trails during timber harvest, minerals, or earthen material extraction with prior notice from the LICENSOR. The LICENSOR may close the Trail at any time if conditions warrant.
- j. Construction and maintenance of the Trail will be performed by and through the LICENSEE without any cost to LICENSOR.
- k. LICENSEE shall restore at LICENSEE's expense all survey markers damaged by LICENSEE or LICENSEE's contractors.
- l. LICENSEE shall prevent invasive species from entering or spreading on Tax Forfeit Lot 8; Section 23, Township 55 North, Range 26 West lands by material or equipment prior to arriving on Tax Forfeit land. The LICENSEE must request and obtain written permission to apply herbicides or pesticides to said Tax Forfeit land from LICENSOR prior to treatment.
- m. LICENSEE shall minimize site damage, consistent with International Mountain Bicycling Association (IMBA) standards, on Premises and Adjacent Lands associated with Trail's use, support and maintenance. If excessive or repeated damage occurs, LICENSEE shall immediately take measures in line with IMBA guidelines to prevent and correct damage or shall close the Trail until conditions are suitable for sustaining recreational use. Excessive Trail damage includes, but is not limited to, that which is greater than or equal to six (6) inches deep and shall not exceed 10% of Trails or twenty-five percent (25%) within any three (3) chain section of Trail (198 ft.). All Premises and Adjacent Lands affected by activities associated with Trail's use, support and maintenance shall be stabilized by LICENSEE to an environmentally sustainable condition and routinely monitored for damage.
- n. LICENSEE shall ensure proper public safety practices are utilized during construction, maintenance and use of Trails. Failure to do so may result in closure of the Trail by LICENSOR.
- o. LICENSEE shall be responsible for LICENSEE's employees, agents and contractors receiving and thoroughly understanding all conditions of this License.

17. RECORDATION: LICENSEE is required to record this License and all amendments to, if any, at LICENSEE's sole expense.

18. FEDERAL FUNDING: Itasca County and the State of Minnesota prohibit the use of federal funding for construction and/or maintenance of the Trail and its facilities for as long as this License is in effect.

LICENSOR

ITASCA COUNTY ON BEHALF OF
THE STATE OF MINNESOTA, IN TRUST
FOR THE TAXING DISTRICTS

Jeffrey T Walker, County Auditor

STATE OF MINNESOTA)

) ss

COUNTY OF ITASCA)

This instrument was acknowledged before me this _____ day of _____, 20____, by Jeffrey T Walker, as County Auditor on behalf of Itasca County, a public body corporate of the State of Minnesota, Licensor.

(Notary Seal)

Notary Public, Itasca County, MN

LICENSOR

ITASCA COUNTY ON BEHALF OF
THE STATE OF MINNESOTA, IN TRUST
FOR THE TAXING DISTRICTS

Kory Cease, Land Commissioner

STATE OF MINNESOTA)

) ss

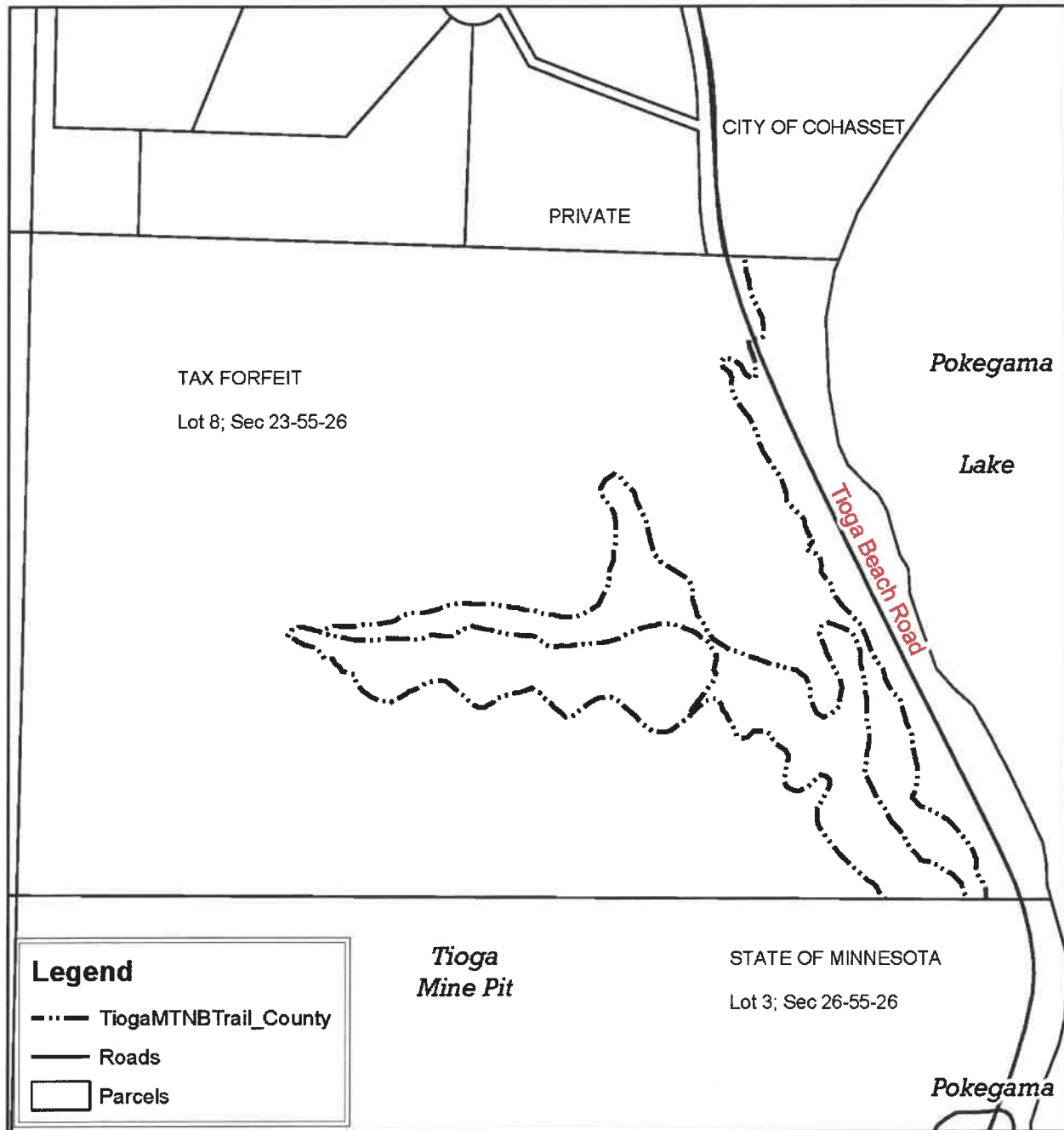
COUNTY OF ITASCA)

This instrument was acknowledged to before me this _____ day of _____, 20____, by Kory Cease, as Itasca County Land Commissioner on behalf of Itasca County, a public body corporate of the State of Minnesota, Licensor.

(Notary Seal)

Notary Public, Itasca County, MN

EXHIBIT A: Approximate Tioga trail location on Lot 8; Section 23, T55N, R26W.



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.



Itasca County does not and cannot give permission for use of State of Minnesota or private lands.

0 90 180 360 540 720 Feet



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, July 13, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1395

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, July 13, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1657

DEPARTMENT: Human Resources

TIME REQUESTED: < 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Recognition of County Employees

BOARD ACTION REQUESTED:

To recognize those employees who have either experienced a job change, given notice of leaving employment, received commendation, or to welcome any new employees.

BACKGROUND:

- Congratulations to Lee Nowling who accepted a job change from Social Worker, Family Services Division to Child Support Officer, Health & Human Services Department effective June 27, 2021
- Welcome new employee Aaron Gabler, Highway Maintenance Worker, Transportation Department effective July 6, 2021.
- Welcome new employee Blake Thompson, Helpdesk Technician, MIS Department effective July 6, 2021.
- Welcome new employee Clint Chance, Highway Maintenance Worker, Transportation Department effective July 12, 2021.
- Farewell to Carrie Sheehy whose last day as a Administrative Services Assistant will be July 14, 2021 after 19+ years of service.
- Welcome new employee Nicole Maki, Eligibility Specialist, Family Services Division, Health & Human Services Department effective July 12, 2021.

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, July 13, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1266

DEPARTMENT: Auditor / Treasurer

PRESENTER: Gail Guck

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:

Commissioner Warrants

BOARD ACTION REQUESTED:

Approve Commissioner Warrants with a check date of July 16, 2021.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, July 13, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1652

DEPARTMENT: Health & Human Services

PRESENTER: Kelly Chandler

TIME REQUESTED: 10 Minutes

AGENDA ITEM:

COVID-19 Update

BOARD ACTION REQUESTED:

Receive an informational update regarding COVID-19.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. COVID report 7-13-2021

RESULT:

INFORMATIONAL - NO ACTION TAKEN



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, July 13, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1659

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Karin Grandia

AGENDA ITEM:

Bid Award for Pedestrian Crossing System - Coleraine

BOARD ACTION REQUESTED:

Award a contract for the Pedestrian Crossing System in Coleraine to the lowest responsible bidder and authorize signatures on the contracts.

BACKGROUND:

Bids will be opened at 11:00 am on July 13, 2021. Results of the bids will be provided at the County Board meeting.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Bid Opening Info - Contract 61111

Motion To: Award a contract for the Pedestrian Crossing System in Coleraine to the lowest responsible bidder, TNT Construction Group, LLC, in the amount of \$218,900 and authorize signatures on the contracts.

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

General Info

Number: Contract 61111
Description: SAP 031-661-011 & SP 3116-153 (TH
Deadline: 2021-07-13 16:00:00 UTC

Bids

Business	Opened at	Bid Total
TNT CONSTRUCTION GROUP LLC	2021-07-13 16:01:31 UTC	\$218,900.00
KGM Contractors, Inc.	2021-07-13 16:01:26 UTC	\$293,505.00



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, July 13, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1656

DEPARTMENT: Administrative Services

TIME REQUESTED: 15 Minutes

PRESENTER: Terry Snyder

AGENDA ITEM:

Public Hearing Re: Adoption of a Water Surface Use Ordinance for a Slow No Wake Zone on the North Bay of Johnson Lake #31058600

BOARD ACTION REQUESTED:

Hold a Public Hearing for the purpose of receiving public comment on the adoption of a Water Surface Use Ordinance for a Slow No Wake Zone on the North Bay of Johnson Lake #31058600.

BACKGROUND:

At the June 22, 2021 Regular Session, the Itasca County Board of Commissioners scheduled this public hearing. Public notice has been published in the Scenic Range News Forum (7/1/2021; Affidavit of Publication attached) and Grand Rapids Herald Review (7/4/2021; Affidavit of Publication not yet received).

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Water Surface Use Worksheet - Johnson Lake Association
2. Sample Water Surface Use Ordinance
3. JohnsonLake
4. JohnsonLakeBay
5. Affidavit of Publication - Scenic Range News Forum
6. Proposed Water Surface Use Ordinance

Motion To: Adopt a Water Surface Use Ordinance for a Slow-No Wake Zone on the North Bay of Johnson Lake #31058600, pending approval by the Minnesota Department of Natural Resources (DNR).

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

Water Surface Use Worksheet

1. Physical Characteristics
 - a. 11.4 acre
 - b. approximately .4-.5 miles of shoreline in the north bay. Due to the narrow width of the bay, there is strong potential for crowding when floating rafts, docks on both side of the bay, etc.
 - c. estimate deepest point in bay is about **13 feet** and the average depth would be approximately **8 feet**.
 - d. majority of bottom is a mucky mixture
 - e. lily pads and bull rushes along shore line
 - f. there are two streams that run into the north bay but they do not cause a great current. The water flow comes as runoff from the west underneath hwy 38 and into the lake. One stream does have a fairly constant flow because it is aided by a large pond to the north of the lake that fluctuates in volume from time to time. Water level fluctuates 6-8 inches during the summer months dependent on rain as runoff is the main source of water for the lake. During dry conditions, the lake level drops considerably which is a real source of erosion when people travel too fast to create a wake on the shoreline.
 - g. at the entrance to the bay from the big part of the lake, there is a sunken point that is sometimes, 2-3 inches below the surface. This sunken point narrows the entrance to the north bay and has taken a few lower units off of boats for those who did not know it was there. At the end of the north bay to the north, two residents put out swimming rafts for the summer which is also adding to the rationale for a slow, no wake zone. Permanent and summer residents put docks out from shore on both side of the bay which narrows the travel space as well. A large beaver house also creates another item to consider as it projects out into the bay from shore on the north side.
2. Existing development (North Bay only)
 - a. Private – 3 permanent residents in the bay and approximately 10 seasonal residences surrounding the 11.4 acres of surface water.
 - b. Public – 1 public landing on the south end of the lake. Parking capacity at landing would be about 8 with trailers. Average of 5 boats/day with a significant increase in activity during peak times such as the 4th of July week, etc.
3. Ownership of shoreland-
 - a. Chippewa National Forest owns approximately 55-60% of shoreline and there are no residences in this national forest area. 40-45% of the shoreline is summer cabins and permanent homes and there is also a 10 acre island that is privately owned and has a cabin.
4. Public regulations and management
 - a. Nothing unusual
5. History of accidents
 - a. While I am not aware of any collisions, we have had several close calls with swimmers in the bay and a boat coming in too fast and people having to move quickly to avoid an accident. One of the residents swims from the end of the bay out into the lake on a daily basis and when the waves or sun is just right, it is nearly impossible to see her. The rafts with children playing and swimming create an accident waiting to happen with no regulation for slow speeds and no wake.

6. Watercraft use –

- a. kept or used by riparians – there are about 9 pontoon boats in the bay permanently and another 6 fishing or skiing boats for the owners of property in the bay. Weekend use is much more than weekday use but in the months of June-August, it is a daily observation that many people utilize their boats and pontoons in the bay. Morning is less busy but afternoon and early evening increase substantially. Late afternoon and evening is also when all the other boaters come into the bay when out for a ride or fishing.
- b. no resorts or marinas – we have had a couple of VRBO's on the lake from time to time.
- c. public boat landing – difficult to assess but during the peak time, estimate of 10-15 boats on a weekend day and 5-7 during the weekdays.
- d. in use on the waterbody – estimate on weekdays would be 3 boats in morning, 7 in afternoon, and 15-20 in evening. Weekend estimate would be 7 boats in morning, 12 in afternoon and 30 in evening.

7. Conflict perception and control preferences –

- a. Johnson Lake Association has discussed this numerous times through the years at their annual meeting in August each year. Attached to this application is a letter of support from JLA.
- b. Numerous conversations have been held informally by the residents of the north bay concerning individuals coming in too fast and creating a dangerous situation with many swimmers and boaters in a very narrow area. During peak times, (4th of July), there can be over 75 people in our bay and all down on the shoreline and in the water. We hope to be able to alleviate a catastrophe before it happens.

Erosion of the shoreline is another concern as climate change may alter the makeup of flora and fauna and create conditions that would worsen the impact without a no wake regulation in place.

Mike Johnson

Representing the Johnson Lake Association

218-259-5495

Mike82556@gmail.com

SAMPLE WATER SURFACE USE ORDINANCE

STATE OF MINNESOTA
COUNTY OF _____
(CITY OR TOWN OF _____)
ORDINANCE NO. _____

AN ORDINANCE REGULATING THE SURFACE USE OF (specify body of water).

Be it ordained and enacted by the (County Board of Commissioners, City Council or Town Board), State of Minnesota, that these amendments following, by this act, hereby replace and nullify those like numbered clauses now existing and a part of (County, City or Town) Ordinance No. _____, or are newly enacted sections which, upon their enactment, become a part of (County, City or Town) Ordinance No. _____.

Section 1: PURPOSE, INTENT AND APPLICATION: As authorized by Minnesota Statutes 86B.201, 86B.205, and 459.20, AND Minnesota Rules 6110.3000 - 6110.3800 as now in effect and as hereafter amended, this Ordinance is enacted for the purpose and with the intent to control and regulate the use of the waters of _____ in (County, City or Town), Minnesota, said bodies of water being located entirely within the boundaries of (County, City or Town), to promote its fullest use and enjoyment by the public in general and the citizens of (County, City or Town) in particular, to insure safety for persons and property in connection with the use of said waters; to harmonize and integrate the varying uses of said waters; and to promote the general health, safety and welfare of the citizens of (County, City or Town), Minnesota.

Section 2: DEFINITIONS: Terms used in this ordinance related to boating are defined in M.S. § 86B.005.

Section 3: SURFACE ZONING OF (specify body of water) BY RESTRICTING SPEEDS DURING CERTAIN HOURS *(items given are samples only to assist in drafting an ordinance – alternate restrictions may also be appropriate):*

- (a) During the hours of 9:00 a.m. and 6:00 p.m. on each and every day of the week, watercraft shall be subject to a 40 MPH speed limit.
- (b) During the hours of 6:00 p.m. and 9:00 a.m. on the following day, on each and every day of the week, no watercraft shall be operated in excess of fifteen (15) miles per hour.
- (c) Slow-no wake speed 24 hours per day when the lake level on Lake _____ exceeds _____ feet as measured at the gauge located at _____. Such restrictions shall become effective upon publication in a local daily newspaper as a news item or on a specified date, whichever is later. All public watercraft accesses shall be posted prior to and during the time restrictions are in place. In addition, notice of said restrictions shall also be posted at the _____

(Courthouse / City Hall).

When high water levels have subsided and have remained below an elevation of _____ feet above mean sea level for three (3) consecutive days, said restrictions shall be promptly removed.

Section 4: ENFORCEMENT*: The Primary responsibility for enforcement of this ordinance shall rest with the _____. This, however, shall not preclude enforcement by other licensed peace officers.

*NOTE: If the local unit of government that is doing the ordinance does not have any law enforcement capability, you must contact the sheriff's department prior to starting any work on the ordinance to make sure they are willing and able to be the primary agency to enforce any restrictions. If you are a city that has a police department, they need to be included as a primary enforcement agency, as well. State agencies, including the DNR, are generally not available for the primary enforcement of local ordinances.

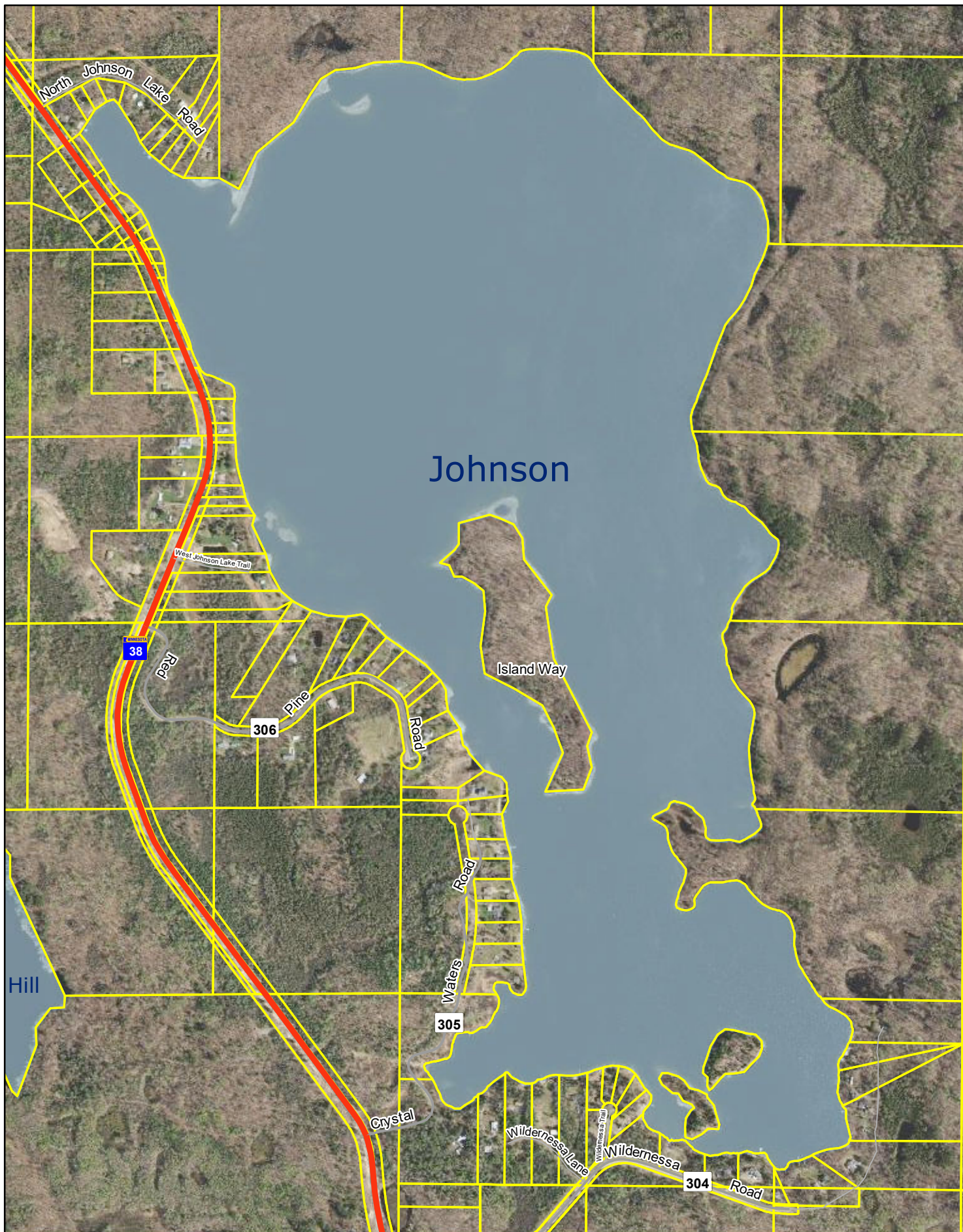
Section 5: EXEMPTIONS: All authorized Resource Management, Emergency and Enforcement Personnel, while acting in the performance of their assigned duties are exempt from the foregoing restrictions.

Section 6: NOTIFICATION: It shall be the responsibility of the (County, City or Town) to provide for adequate notification of the public, which shall include placement of a sign at each public watercraft access outlining essential elements of the ordinance, as well as the placement of necessary buoys and signs.

Section 7: PENALTIES: Any person who shall violate any of the provisions of this Ordinance shall be guilty of a _____.

Section 8: EFFECTIVE DATE: This Ordinance shall be in effect from and after the date of its passage and publication.

Passed by the (County Board of Commissioners, City Council or Town Board) on this _____ day of _____, 20____.



Legend

- | | |
|----------------------|--------------------|
| State or US Hwy | Private or Unknown |
| County Road - Gravel | Tax Parcel |



Itasca Geographic Information System
"decision support through automation"

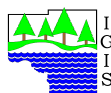
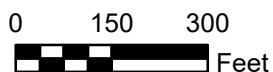


Legend

- Tax Parcel
- Lake



1 inch = 300 feet



Itasca Geographic Information System
"decision support through automation"

The Data is provided "as is" without warranty or any representation of accuracy, timeliness or completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the requester. The County makes no warranties, express or implied, as to the use of the Data. There are no implied warranties of merchantability or fitness for a particular purpose. The requester acknowledges and accepts the limitations of the Data, including the fact that the Data is dynamic and is in a constant state of maintenance, correction and update.

The aerial photograph was flown in Spring of 2018.

Date: 6/29/2021



113 2nd St., Nashwauk, MN 55769
Mailing Address: P.O. Box 70, Bovey, MN 55709
Phone: 218-245-1422 • Fax: 218-245-1698
E-Mail: Copy@ScenicRangeNewsForum.com

AFFIDAVIT OF PUBLICATION

STATE OF MINNESOTA }
COUNTY OF ITASCA } ss.

Tony Fragnito Publisher or Kelly Rae DeNucci Business Manager, being first duly sworn, on oath states as follows:

1. I am the publisher of the Scenic Range NewsForum, or the publisher's designated agent. I have personal knowledge of the facts stated in this Affidavit, which is made pursuant to Minnesota Statutes §331A.07.
2. The newspaper has complied with all of the requirements to constitute a qualified newspaper under Minnesota law, including those requirements found in Minnesota Statutes §331A.02.
3. The dates of the month and the year and day of the week upon which the public notice attached/copied was published in the newspaper are as follows:
07.01.2021
4. The publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to § 331A.06, is as follows: \$10.00 per column inch.
5. Mortgage Foreclosure Notices. Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notices: The newspaper's known office of issue is located in Itasca County. The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

Kelly Rae DeNucci

Tony Fragnito, Publisher
Kelly Rae DeNucci Business

(Notary Public)

Subscribed and sworn to before me by Tony Fragnito or
Kelly Rae DeNucci on this

7 Day of July 2021
Tricia Lea Voigt



NOTICE OF INTENT AND PUBLIC HEARING ITASCA COUNTY

Pursuant to Minnesota Statute Chapter 86B, notice is hereby given that the Board of Itasca County (the "Board") will meet in the Boardroom of the County Courthouse, 123 NE 4th Street, in the City of Grand Rapids, Minnesota at approximately 2:30 p.m., or shortly thereafter, on Tuesday, July 13, 2021, to conduct a public hearing for the purpose of receiving public comment on the adoption of a Water Surface Use Ordinance for a Slow No Wake Zone on the North Bay of Johnson Lake #31058600.

All interested persons may appear and be heard at the time and place set forth above, or may file written comments prior to the date of the hearing set forth above. For further information regarding said hearing, please contact the Itasca County Administrative Services Department, Itasca County Courthouse, 123 NE 4th St., Grand Rapids, Minnesota 55744; (218) 327-7363.

Dated: June 27, 2021

ITASCA COUNTY BOARD, MINNESOTA

/s/ Brett Skyles

Clerk of the County Board

Itasca County Board, Minnesota

STATE OF MINNESOTA
COUNTY OF ITASCA
ORDINANCE NO. _____

AN ORDINANCE REGULATING THE SURFACE USE OF JOHNSON LAKE #31058600.

Be it ordained and enacted by the Itasca County Board of Commissioners, State of Minnesota, that these amendments following, by this act, hereby replace and nullify those like numbered clauses now existing and a part of County Ordinance No.____, or are newly enacted sections which, upon their enactment, become a part of Itasca County Ordinance No. _____.

Section 1: PURPOSE, INTENT AND APPLICATION: As authorized by Minnesota Statutes 86B.201, 86B.205, and 459.20, AND Minnesota Rules 6110.3000 - 6110.3800 as now in effect and as hereafter amended, this Ordinance is enacted for the purpose and with the intent to control and regulate the use of the waters of Johnson Lake #31058600 in Itasca County, Minnesota, said bodies of water being located entirely within the boundaries of Itasca County, to promote its fullest use and enjoyment by the public in general and the citizens of Itasca County in particular, to insure safety for persons and property in connection with the use of said waters; to harmonize and integrate the varying uses of said waters; and to promote the general health, safety and welfare of the citizens of Itasca County, Minnesota.

Section 2: DEFINITIONS: Terms used in this ordinance related to boating are defined in M.S. § 86B.005.

Section 3: SURFACE ZONING OF JOHNSON LAKE #31058600 BY RESTRICTING SPEEDS DURING CERTAIN HOURS:

- (a) Slow-no wake speed 24 hours per day in the North Bay of Johnson Lake beginning from the point on the easterly side of the entrance to the North Bay, directly west across the mouth of North Bay, as marked by slow-no wake buoys.

Section 4: ENFORCEMENT: The Primary responsibility for enforcement of this ordinance shall rest with the Itasca County Sheriff's Department. This, however, shall not preclude enforcement by other licensed peace officers.

Section 5: EXEMPTIONS: All authorized Resource Management, Emergency and Enforcement Personnel, while acting in the performance of their assigned duties are exempt from the foregoing restrictions.

Section 6: NOTIFICATION: It shall be the responsibility of Itasca County to provide for adequate notification of the public, which shall include placement of a sign at each public watercraft access outlining essential elements of the ordinance, as well as the placement of necessary buoys and signs.

Section 7: PENALTIES: Any person who shall violate any of the provisions of this Ordinance shall be guilty of a misdemeanor.

Section 8: EFFECTIVE DATE: This Ordinance shall be in effect from and after the date of its passage and publication.

Passed by the Itasca County Board of Commissioners on this ____ day of _____, 20____.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, July 13, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1647

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Kory Cease

AGENDA ITEM:

Easement over Tax-Forfeited Land to Huber Engineered Woods

BOARD ACTION REQUESTED:

Approve easement for railway purposes to Huber Engineered Woods, LLC over tax-forfeited land described as Government Lot 3, Government Lot 4 and the East Half of the Southwest Quarter all in Section 31, Township 56 North, Range 26 West, and authorize necessary signatures.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Project Frontier RR Easement_Final
2. Project Frontier RR Easement 07.13.21

07/06/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 07/13/2021 2:30 PM
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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

ITASCA COUNTY RAILROAD EASEMENT

This easement is granted this 13th day of July, 2021, by Itasca County on behalf of the State of Minnesota in trust for the taxing districts, hereinafter referred to as the Grantor, to Huber Engineered Woods, LLC of Charlotte, North Carolina, hereinafter referred to as the Grantee.

The address of the Grantee for purposes of any notification required herein shall be: 10925 David Taylor Drive, Suite 300, Charlotte, NC 28262.

RECITALS

1. This easement is granted pursuant to the provisions of Minnesota Statutes Section 282.04, Subd. 4, which authorizes the County Auditor to grant easements upon unsold, tax-forfeited lands.
2. The Grantee desires to obtain an easement for railroad purposes and the Grantor desires to grant such an easement upon the Premises described below in Section I.
3. The Itasca County Board of Commissioners, by Board Action dated the 13th day of July, 2021, have prescribed the terms set forth below.

NOW, THEREFORE, in consideration of the Premises and terms hereinafter set forth, the Grantor hereby grants unto the Grantee its heirs, successors and assigns, until terminated as hereinafter provided, full right and authority to provide an easement for the construction and operation of a line of railroad and for otherwise fulfilling Grantee's rights and obligations incidental thereto as a railroad track corridor under applicable federal laws and regulations, including the following rights, which apply only within the easement;

- (1) to use the easement to provide freight rail service to all customers on or served from the easement;
- (2) to operate, use, construct, reconstruct, maintain, repair, replace, relocate and/or remove existing and/or future railroad, rail, trackage and railroad-related equipment, facilities, and transportation systems necessary for and related to freight

- rail operations within the easement;
- (3) to grant licenses to third parties to cross the railroad right of way and/or to build railroad sidings to or from Grantee's line of railroad;
 - (4) to erect, maintain, and/or operate communications systems; and
 - (5) to construct, maintain, and/or operate electric transmission lines, (any or all of the foregoing hereinafter referred to in this easement as the "Licensed Facilities").

TERMS AND CONDITIONS

I.

Said easement is granted for railway purposes with full right and authority to enter at any time over, upon, across and under a strip of land three hundred (300) feet in width upon the parcels hereinafter described "Premises" of unsold, tax-forfeited lands situated in Itasca County, Minnesota:

Government Lot 3, Government Lot 4 and the East Half of the Southwest Quarter all in Section 31, Township 56 North, Range 26 West, Itasca County, Minnesota, being 100.00 feet westerly and northwesterly of and 200.00 feet easterly and southeasterly of the following described line:

Commencing at the southwest corner of said Section 31; thence South 89 degrees 42 minutes 30 seconds East, on an assigned bearing along the south line of said Government Lot 4, a distance of 574.45 feet to the point of beginning of the line to be described; thence North 00 degrees 28 minutes 09 seconds West, 1558.17 feet; thence northeasterly 708.07 feet, along a tangential curve, concave to the southeast, having a radius of 764.58 feet and a central angle of 53 degrees 03 minutes 39 seconds; thence 52 degrees 35 minutes 30 seconds East, tangent to last described curve, a distance of 714.46 feet to the north line of the East Half of the Southwest Quarter and terminating thereat.

(SEE ATTACHED EXHIBIT A)

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

II.

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

III.

The Grantee shall pay to the Grantor, if the affected properties listed in Table 1 below have not been purchased in fee by the Grantee within a deferment period of 270 days after recording this executed easement, the sum equal to the market valuation of \$19,390.00 for the easement. If affected properties have not been purchased in fee by Grantee within defined deferment period, this easement shall cancel upon said valuation payment not being received by the Grantor within 30 days from end of deferment period. The fee amount is consideration for the granting of this easement and determined in accordance with the fee policy that is established by the Itasca County Board of Commissioners. Said consideration constitutes compensation for the surface easement, compensation for Grantor's timber rights within and upon this easement for the term hereof, and compensation for all other rights and benefits described herein.

Table 1. List of Affected Properties.	
1	Government Lot 3 less Highway 6 right-of-way in Section 31, Township 56 North, Range 26 West
2	Government Lot 4 less Highway 6 right-of-way in Section 31, Township 56 North, Range 26 West
3	Northeast ¼ of Southwest ¼ in Section 31, Township 56 North, Range 26 West

(A) The Grantee, before entering upon the premises for construction purposes, shall pay to the Grantor the sum of \$3,014.96, which is equal to the timber value within the easement as determined in accordance with Minnesota Statute 282.04.

(B) Grantee is solely responsible for the cost of recording this instrument, which cost shall include, but not be limited to, recording fees, transfer tax(es), or any other cost associated with the recording of this instrument, if any.

(C) For maintenance purposes, the Grantee may clear and keep cleared said strip of trees and brush and as progress is made therein the Grantor shall be advised and shall cause the timber to be

scaled and the Grantee shall pay the Grantor for such existing timber, and tree reproduction, a price to be determined by the Itasca County Land Commissioner. The Grantee shall also compensate the Grantor for the value of hazardous trees which may periodically be removed beyond the limits of this easement.

IV.

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

(A) Grantee agrees to defend, indemnify and hold harmless ITASCA COUNTY, its elected officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney fees resulting directly or indirectly from any act or omission of Grantee, anyone directly or indirectly employed by them and/or anyone for whose acts and/or omissions they may be liable in the performance of the use and presence required by this Easement and against all loss by reason of failure of said Grantee to perform fully, in any respect, all obligations under this Easement.

(1) If Grantee bears witness to or receives information of personal injury, property damage, or environmental release occurring within the Easement, during the term hereof, Grantee shall provide Grantor with immediate notice of any such event.

(2) The obligations set forth in this Section (IV) shall apply to the operator of the short line railroad in addition to the Grantee, in the event that the Grantee is not the operator thereof.

(3) The obligations set forth in this Section shall continue after the termination of this Easement as to any matters that occurred during the term of this Easement or Grantee's use or occupation of the Easement or resulted from Grantee's railroad operations within the Easement.

(B) Grantee agrees at all times during the term of this Easement to have and keep in force insurance, either under a self-insurance program or separate insurance policy, as follows:

- a.** Commercial General Liability shall list Itasca County as an additional insured with the following insurance limits:

	<u>Limits</u>
General Aggregate	\$3,000,000
Products-Completed	
Operations Aggregate	\$3,000,000
Personal and Advertising Injury	\$1,500,000
Each Occurrence:	
Combined Bodily Injury and Property Damage	\$1,500,000

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

- c.** Workers' Compensation and Employer's Liability:
- Statutory Limits
- If the Contractor is based outside the State of Minnesota, coverage must apply to Minnesota laws

- d.** Employer's Liability
- | | |
|--------------------------|---------------|
| Bodily injury by: | <u>Limits</u> |
| Accident - Each Accident | \$500,000 |
| Disease - Policy Limit | \$500,000 |
| Disease - Each Employee | \$500,000 |

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

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

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

(4) List Itasca County as Certificate holder and as an additional insured with respect to operations covered under the contract for all liability coverages

except Workers' Compensation and Employer's Liability and Professional Liability, if applicable; and,

(5) Be amended to show that Itasca County will receive thirty (30) days written notice in the event of cancellation, non-renewal or material change in any described policies.

(C) Grantee also agrees that any contract let by Grantee for the performance of the work on the Site as provided herein shall include clauses that will:

(1) Require the Contractor to defend, indemnify and hold harmless ITASCA COUNTY, its elected officials, officers, agents and employees for any liability, claims, causes of action, losses, demands, damages, judgments, costs, interest, expenses (including, without limitation, reasonable attorney fees, witness fees and disbursements incurred in the defendant thereof) arising out of or by reason of the acts and/or omissions of said Contractor, its subcontractors, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable for;

(2) Require the Contractor to provide and maintain insurance in accordance with the following:

a. Workers' Compensation: (Statutory Limits)

Employer's Liability Insurance:

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

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

b. Commercial General and Automobile Liability Insurance:

	<u>Limits</u>
1. Commercial General Liability:	
Combined Bodily Injury and Property Damage	
Each Occurrence Limit	\$1,500,000
General Aggregate Limit	\$3,000,000
Products - Completed Operations	
Aggregate Limit	\$3,000,000
Personal and Advertising Injury Limit	\$1,500,000

Coverages above shall also include:

Premises - Operations

Contractual Liability (including oral and written contracts)

Explosion, Collapse, Underground Property Damage (XCU)

2. Automobile Liability including Hired Car and Employers Non-Ownership Liability:
Combined Bodily Injury and Property Damage:
Each Occurrence Limit \$1,500,000

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

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

(E) In addition to any other rights contained herein ITASCA COUNTY reserves the right to terminate, suspend or rescind this easement if the Grantee is not in compliance with the requirements contained herein and retains all its rights thereafter to pursue any legal remedies against Grantee. All insurance policies shall be open to inspection by ITASCA COUNTY upon written request.

(F) The provisions of this section shall survive the termination of this easement in the event the Grantee has not removed all of the personal property the Grantee had placed upon or under the surface of the Premises and the Grantor has not exercised its right to remove the property.

V.

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

VI.

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

Grantor shall pay all ad valorem taxes levied on the Premises and its interest therein. Grantee shall pay all taxes levied upon all structures, improvements and equipment of every kind which it installs or places on said land. Should Grantor be required by taxing authorities to pay any taxes which Grantee is obligated to pay pursuant to this easement, Grantee shall promptly upon demand reimburse Grantor for such taxes, together with any interest and penalties thereon paid by Grantor, provided that Grantor provides Grantee reasonable notice and opportunity to pay or contest the payment of said taxes.

VII.

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

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

VIII.

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

IX.

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

X.

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

XI.

The surface of the easement shall be maintained at all times by Grantee in a condition reasonably satisfactory to Grantor consistent with railroad use by Grantee. Upon termination of this easement from any cause whatsoever, Grantee shall consult with the Land Commissioner to determine what, if any Licensed Facilities Grantor desires to maintain upon the Premises. At Grantor's written request, the Grantee shall remove all specified Licensed Facilities and other appurtenances located upon or above the lands described herein, and shall restore the surface of the Premises to a safe condition, and shall remediate any environmental conditions related to Grantee's exercise of its rights under this easement which are required to be remediated pursuant to applicable laws or regulations, all at Grantee's sole cost and expense. Provided Grantee begins its restoration efforts as soon as is practicable, and diligently pursues them, said removal and restoration shall occur within one (1) year or as otherwise extended by the Itasca County Board of Commissioners. If Grantee fails to complete such removal, restoration and/or remediation within said period, then, at the sole option of Grantor, all such Grantee's Improvements shall either (i) belong to and become the property of Grantor or its successors in interests, or (ii) be removed by Grantor, in which event the reasonable cost of such removal shall be charged to Grantee and Grantee agrees to pay said costs promptly upon demand. On or before the expiration of said Restoration Period, Grantee shall quietly and peaceably surrender possession of the Premises to Grantor or its successors in interest.

If said property is not removed within the aforesaid period of time, title to all personal property remaining upon the Premises shall vest in the Grantor, the Grantor, at its sole option may remove such property, restore the Premises to an environmentally sound condition and charge the Grantee for all expenses incurred. Grantee shall, upon the removal of its property, restore the Premises to an environmentally sound condition. This may include, but is not limited to, eliminating any erosion problems and re-establishing stable vegetative cover as acceptable to the Land Commissioner. During said removal and restoration period, Grantee's insurance, liability and indemnity obligations hereunder shall remain in full force and effect.

XII.

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

XIII.

Additional construction and maintenance specifications:

(A) Notwithstanding any other provision of this easement to the contrary, the surface easement granted hereunder includes Grantee's right from time to time to grade, excavate, cut and fill the surface and subsurface of the easement as necessary, in Grantee's reasonable discretion, to construct, operate, repair, maintain and reconstruct the line of railroad and railroad bed, including an access road (the "railroad construction"), provided, however that such railroad construction shall at all times comply with the following requirements:

- (1) All railroad construction shall be in accordance with construction plans and specifications for such use and improvement of the easement which must be provided to Grantor in advance of commencement from time to time of construction by Grantee; and

- (2) All ballast, fill and other materials brought onto the easement shall be clean fill, free of hazardous or toxic substances, as those terms are defined in any applicable laws or regulation; and
- (3) No material excavated from the easement shall be sold from or stored on, Grantor's property outside the easement, without the prior written consent of Grantor being obtained by Grantee in each such instance. Notwithstanding the foregoing, said materials may be removed by Grantee from the easement, so long as they are not stored on Grantor's property without Grantor's prior consent.
- (B) Grantee shall also have the right to trim and/or cut such trees and brush and remove any improvements located on, encroaching upon or overhanging the easement which may interfere with the construction, safety, maintenance or operation of said railroad, in the sole discretion of Grantee. No trees, limbs, or timber lying outside said easement may be cut or trimmed without Grantor's consent, unless such tree, limb, or timber poses a material risk to persons or property. Any contacts regarding timber shall be directed to Grantor at 218-327-2855 ATTN: Land Commissioner.
- (C) Grantee shall have the right to construct, operate, improve and maintain a road within said Premises ("access road") in addition to its railroad line to facilitate its use and enjoyment of the easement rights granted hereunder at Grantee's sole cost and expense.
- (D) Grantee shall have the right of ingress and egress over other adjacent land of Grantor as may be reasonably necessary for the exercise by Grantee of its rights granted hereunder, but Grantor reserves the right, if it so desires, to designate the route or routes of such ingress and egress.
- (E) This easement shall inure to and be binding upon the respective successors and assigns of the parties hereto as well as the parties themselves; and "Grantor" as used herein, shall apply to and include its subsidiary and associated companies for all purposes and so far as the reservation of future rights to it hereunder is concerned. Grantee shall have the right to license third parties to perform any of these functions granted to Grantee. Nothing contained in this paragraph shall be deemed to prohibit Grantee from (i) burying certain Licensed Facilities below the surface of the easement if plans and specifications clearly depicting the location in each case are first provided to Grantor, or (ii) assigning its rights herein or granting trackage rights on the easement to other users or customers; provided, however, that any such assignment, license, or grant shall not operate

as a release or discharge of Grantee from the performance of its obligations under this easement unless and until Grantor has in writing consented to such discharge or release; and provided further that each such assignee, grantee and/or licensee assumes and agrees in writing to abide by and perform all of the terms and conditions of Grantee hereunder and to assume and be bound by all of the relevant provisions hereof, including without limitation, all indemnity and liability provisions, in which event Grantor's consent shall not be withheld unreasonably.

(F) To the extent Grantee uses or permits the use by third parties of all or any part of the Premises or Grantor's Property, such use (i) shall not be conducted in a manner which is inconsistent or incompatible with the permitted use of the easement, and (ii) shall be coordinated with Grantor to ensure property insurance coverage is secured and all necessary safety precautions are taken.

(G) All construction, maintenance and associated activities must be confined to the stated Premises. Grantor agrees to grant temporary easements as are reasonably necessary for the purposes of construction and maintenance. No damage or improvements to access roads and other areas may be done outside of the Premises without permission from the Land Commissioner. The Land Commissioner must be notified before motor vehicles are used off traveled roadways or on vehicle restricted County trails, or before heavy equipment is moved across this easement or County lands not described herein. Prior approval and notification are not required during emergencies. However, the Land Commissioner must be notified within five (5) days of such use, damage or improvement to permit timely assessment of the extent of damage, if any, and to ensure proper reparations and repairs.

(H) All timber, slash, rocks and similar debris left on County land must be disposed of in a manner acceptable to the Land Commissioner.

(I) Organic soil material and mineral soil must be left in place on the right-of-way unless approved by the Land Commissioner.

(J) Grantee shall reasonably control all the noxious weeds on easement Premises according to Minnesota Statute Sections 18.75 to 18.91.

(L) On utilities whose presence is not readily visible on the ground surface, such as on underground service lines, the utility line location must be signed at all angle points and at other locations as needed so that the distance between signs does not exceed 5 chains or 330 feet.

(M) Construction and maintenance of the easement and associated improvements will be performed by the Grantee without any cost to the Grantor.

(N) Grantee must mark all survey markers within the easement prior to construction and maintenance. Grantee shall restore at Grantee's expense all survey markers damaged by Grantee or Grantee's contractors.

XIV.

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

XV.

Prior to its use and occupancy of the Premises, Grantee shall obtain all necessary licenses and permits therefore from the proper public authorities, and the said use and occupancy thereof and all operations hereunder shall be conducted in strict compliance with all laws applicable thereto and with all rules and regulations promulgated, adopted and published by any federal, state, county or municipal commission or other governmental body having authority in the matter.

XVI.

Grantor, its agents and employees, shall have the right and privilege at all reasonable times to enter into and upon the Easement for the purposes of inspection and to take all reasonable means to ascertain the condition thereof, provided it shall not thereby unreasonably or unnecessarily hinder or interrupt any of the operations of Grantee, and no such hindrance or interruption of the operations of Grantee shall occur without reasonable advance notice to Grantee. Except in cases of emergency or threat to public health or safety, Grantor shall endeavor to provide advance notice to Grantee prior to entry upon the Easement.

XVII.

(A) This easement may not be modified or amended in any manner other than by supplemental written amendment executed by the Itasca County Auditor before a notary public.

(C) If any provision of this easement, or any paragraph, sentence, clause, phrase or word, or the application thereof is held invalid, the remainder of this easement shall be construed as if such invalid part were never included and the remainder of this easement shall be and remain valid and enforceable to the fullest extent permitted by law.

IN TESTIMONY WHEREOF, the County Auditor of the County of Itasca, State of Minnesota,
has affixed his hand and seal this _____ day of _____, 20 ____.

by _____
Itasca County Auditor

On this _____ day of _____, 20 ____, before me, a Deputy Auditor within and for said County, personally appeared Jeffrey T. Walker, County Auditor of said County, to me personally known to be the person who executed the foregoing instrument on behalf of said County and acknowledged that he executed the same in his official capacity as his free act and deed pursuant to statutes in such case made and provided and pursuant to authority of the Itasca County Board of Commissioners.

Deputy Auditor

14

Rev. #	Revision Issue Description	Date
IT160748_R1	SEH Project	
CWJ	Drawn By	
CWJ	Designed By	
DB	Checked By	

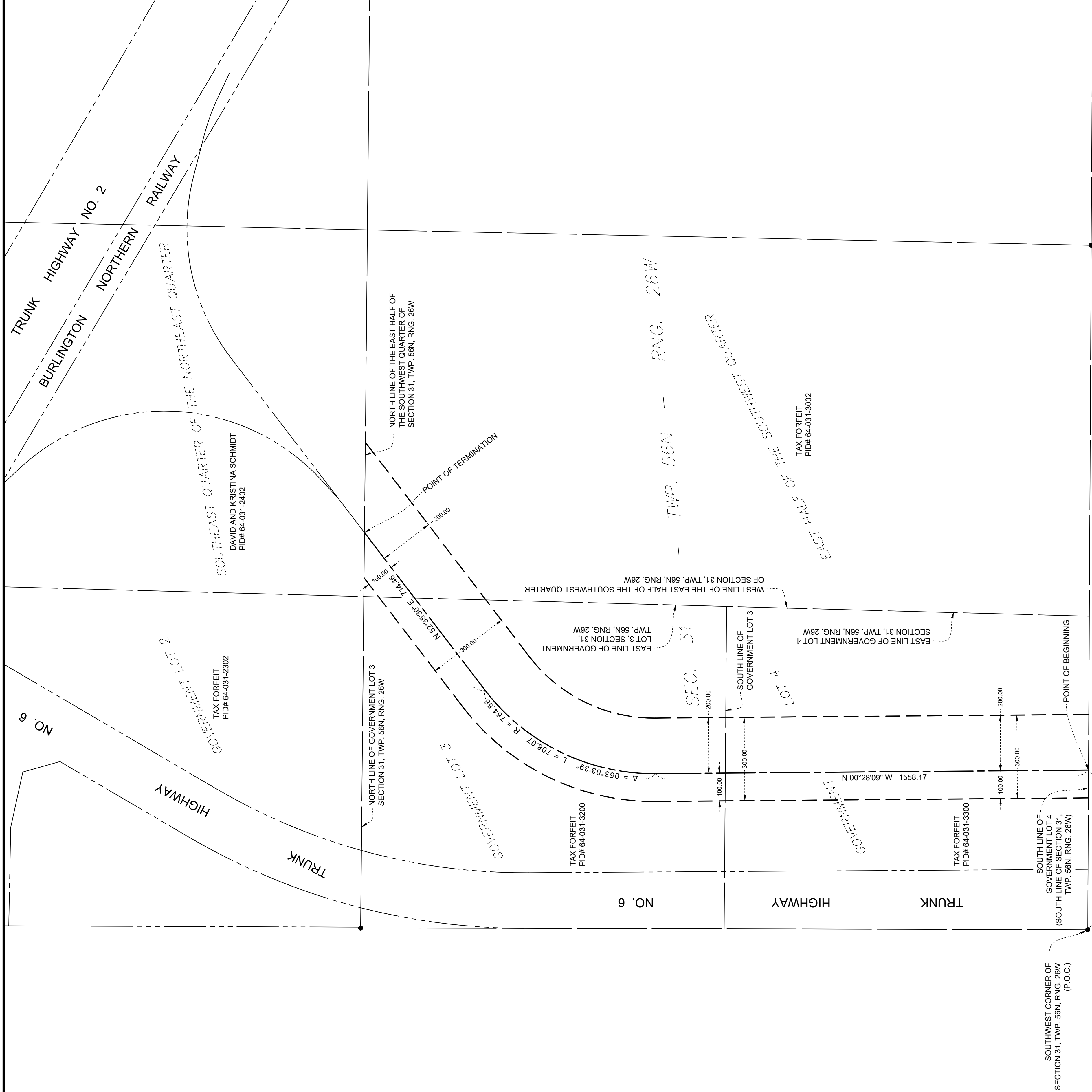
RAILWAY EASEMENT
SECTION 31, TOWNSHIP 56, RANGE 26
ITASCA COUNTY, MINNESOTA

ITASCA ECONOMIC DEVELOPMENT CORP.
Tamara Lowney
12 NW 3rd Street
Grand Rapids, MN 55744

1 of 1

I, Daniel Beemom
DANIEL A. BEEMOM
DATE 06/11/2021 LICENSE NO. 46542

HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.



LEGEND

- RIGHT OF WAY
- PROPOSED EASEMENT
- PROPOSED EASEMENT CENTERLINE
- SECTION AND SIXTEENTH LINE
- FOUND MONUMENT



ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE ITASCA COUNTY SOUTH COORDINATE SYSTEM, NAD83 (1996 ADJ)

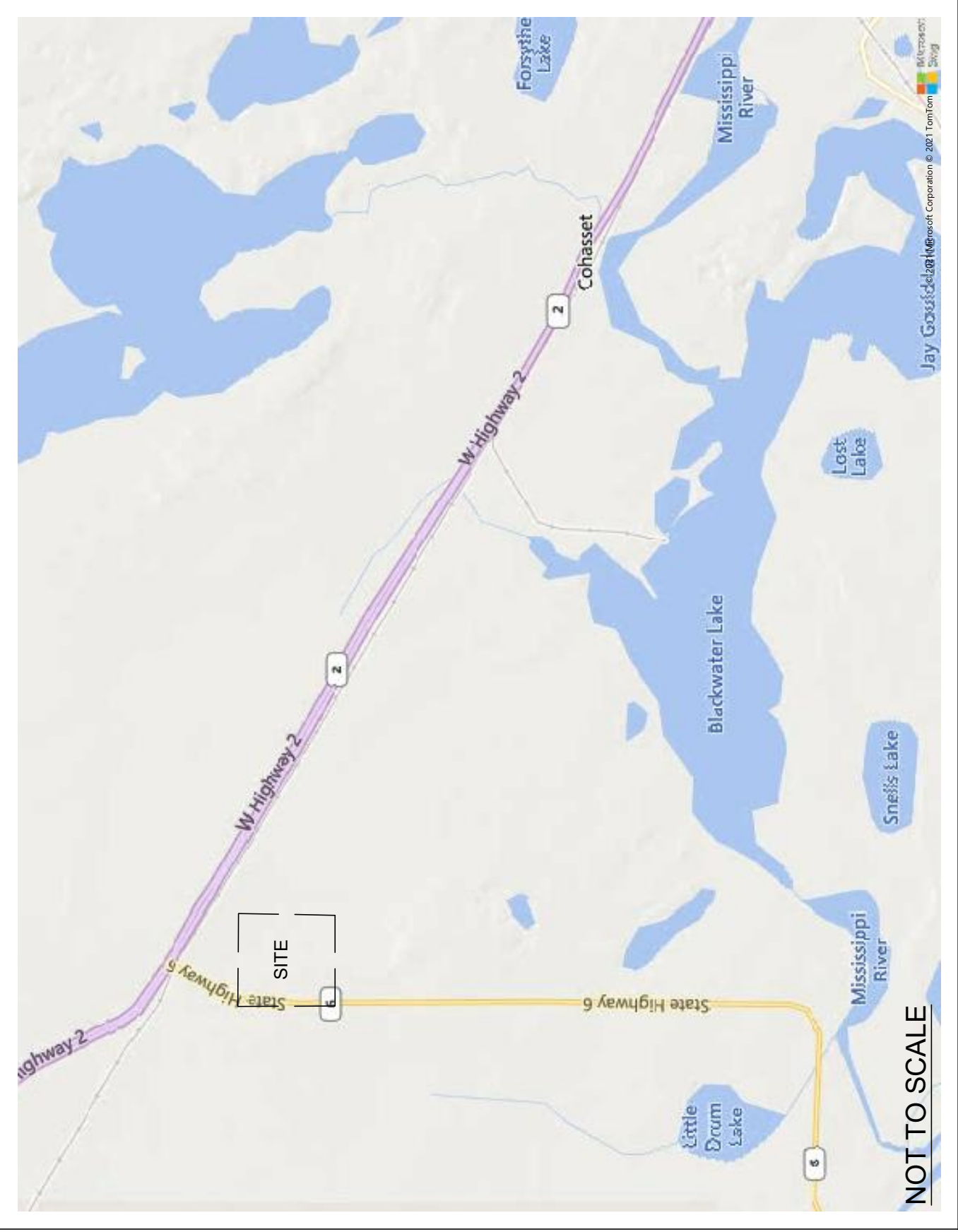
PROPOSED EASEMENT DESCRIPTION

A 300.00 foot wide easement for railway purposes over, under, across and through those parts of Government Lot 3, Government Lot 4 and the Eastern Half of the Southwest Quarter all in Section 31, Township 56 North, Range 26 West, Itasca County, Minnesota, being 100.00 feet westerly and northwesterly of and 200.00 feet easterly and southeasterly of the following described line:

Commencing at the southwest corner of said Section 31; thence South 89 degrees 42 minutes 30 seconds East, on an assigned bearing along the south line of said Government Lot 4, a distance of 574.45 feet to the point of beginning of the line to be described; thence North 00 degrees 28 minutes 09 seconds West, 1558.17 feet; thence northeasterly 708.07 feet, along a tangential curve, concave to the southeast, having a radius of 764.58 feet and a central angle of 53 degrees 03 minutes 39 seconds; thence 52 degrees 35 minutes 30 seconds East, tangent to last described curve, a distance of 714.46 feet to the north line of the East Half of the Southwest Quarter terminating thereat.

Note: The sidelines of said easement are to be lengthened or shortened to terminate at the south line of said Government Lot 4 and the north line of said East Half of the Southwest Quarter.

VICINITY MAP



NOT TO SCALE

ITASCA COUNTY RAILROAD EASEMENT

This easement is granted this 13th day of July, 2021, by Itasca County on behalf of the State of Minnesota in trust for the taxing districts, hereinafter referred to as the Grantor, to Huber Engineered Woods, LLC of Charlotte, North Carolina, hereinafter referred to as the Grantee.

The address of the Grantee for purposes of any notification required herein shall be: 10925 David Taylor Drive, Suite 300, Charlotte, NC 28262.

RECITALS

1. This easement is granted pursuant to the provisions of Minnesota Statutes Section 282.04, Subd. 4, which authorizes the County Auditor to grant easements upon unsold, tax-forfeited lands.
2. The Grantee desires to obtain an easement for railroad purposes and the Grantor desires to grant such an easement upon the Premises described below in Section I.
3. The Itasca County Board of Commissioners, by Board Action dated the 13th day of July, 2021, have prescribed the terms set forth below.

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- (1) to use the easement to provide freight rail service to all customers on or served from the easement;
- (2) to operate, use, construct, reconstruct, maintain, repair, replace, relocate and/or remove existing and/or future railroad, rail, trackage and railroad-related equipment, facilities, and transportation systems necessary for and related to freight

- rail operations within the easement;
- (3) to grant licenses to third parties to cross the railroad right of way and/or to build railroad sidings to or from Grantee's line of railroad;
 - (4) to erect, maintain, and/or operate communications systems; and
 - (5) to construct, maintain, and/or operate electric transmission lines, (any or all of the foregoing hereinafter referred to in this easement as the "Licensed Facilities").

TERMS AND CONDITIONS

I.

Said easement is granted for railway purposes with full right and authority to enter at any time over, upon, across and under a strip of land three hundred (300) feet in width upon the parcels hereinafter described "Premises" of unsold, tax-forfeited lands situated in Itasca County, Minnesota:

Government Lot 3, Government Lot 4 and the East Half of the Southwest Quarter all in Section 31, Township 56 North, Range 26 West, Itasca County, Minnesota, being 100.00 feet westerly and northwesterly of and 200.00 feet easterly and southeasterly of the following described line:

Commencing at the southwest corner of said Section 31; thence South 89 degrees 42 minutes 30 seconds East, on an assigned bearing along the south line of said Government Lot 4, a distance of 574.45 feet to the point of beginning of the line to be described; thence North 00 degrees 28 minutes 09 seconds West, 1558.17 feet; thence northeasterly 708.07 feet, along a tangential curve, concave to the southeast, having a radius of 764.58 feet and a central angle of 53 degrees 03 minutes 39 seconds; thence 52 degrees 35 minutes 30 seconds East, tangent to last described curve, a distance of 714.46 feet to the north line of the East Half of the Southwest Quarter and terminating thereat.

(SEE ATTACHED EXHIBIT A)

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

II.

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

III.

The Grantee shall pay to the Grantor, if the affected properties listed in Table 1 below have not been purchased in fee by the Grantee within a deferment period of eighteen (18) months after recording this executed easement, the sum equal to the market valuation of \$19,390.00 for the easement. If affected properties have not been purchased in fee by Grantee within defined deferment period, this easement shall cancel upon said valuation payment not being received by the Grantor within 30 days from end of deferment period. The fee amount is consideration for the granting of this easement and determined in accordance with the fee policy that is established by the Itasca County Board of Commissioners. Said consideration constitutes compensation for the surface easement, compensation for Grantor's timber rights within and upon this easement for the term hereof, and compensation for all other rights and benefits described herein.

Table 1. List of Affected Properties.	
1	Government Lot 3 less Highway 6 right-of-way in Section 31, Township 56 North, Range 26 West
2	Government Lot 4 less Highway 6 right-of-way in Section 31, Township 56 North, Range 26 West
3	Northeast ¼ of Southwest ¼ in Section 31, Township 56 North, Range 26 West

(A) The Grantee, before entering upon the premises for construction purposes, shall pay to the Grantor the sum of \$3,014.96, which is equal to the timber value within the easement as determined in accordance with Minnesota Statute 282.04.

(B) Grantee is solely responsible for the cost of recording this instrument, which cost shall include, but not be limited to, recording fees, transfer tax(es), or any other cost associated with the recording of this instrument, if any.

(C) For maintenance purposes, the Grantee may clear and keep cleared said strip of trees and brush and as progress is made therein the Grantor shall be advised and shall cause the timber to be

scaled and the Grantee shall pay the Grantor for such existing timber, and tree reproduction, a price to be determined by the Itasca County Land Commissioner. The Grantee shall also compensate the Grantor for the value of hazardous trees which may periodically be removed beyond the limits of this easement.

IV.

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

(A) Grantee agrees to defend, indemnify and hold harmless ITASCA COUNTY, its elected officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney fees resulting directly or indirectly from any act or omission of Grantee, anyone directly or indirectly employed by them and/or anyone for whose acts and/or omissions they may be liable in the performance of the use and presence required by this Easement and against all loss by reason of failure of said Grantee to perform fully, in any respect, all obligations under this Easement.

(1) If Grantee bears witness to or receives information of personal injury, property damage, or environmental release occurring within the Easement, during the term hereof, Grantee shall provide Grantor with immediate notice of any such event.

(2) The obligations set forth in this Section (IV) shall apply to the operator of the short line railroad in addition to the Grantee, in the event that the Grantee is not the operator thereof.

(3) The obligations set forth in this Section shall continue after the termination of this Easement as to any matters that occurred during the term of this Easement or Grantee's use or occupation of the Easement or resulted from Grantee's railroad operations within the Easement.

(B) Grantee agrees at all times during the term of this Easement to have and keep in force insurance, either under a self-insurance program or separate insurance policy, as follows:

- a.** Commercial General Liability shall list Itasca County as an additional insured with the following insurance limits:

	<u>Limits</u>
General Aggregate	\$3,000,000
Products-Completed	
Operations Aggregate	\$3,000,000
Personal and Advertising Injury	\$1,500,000
Each Occurrence:	
Combined Bodily Injury and Property Damage	\$1,500,000

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

- c.** Workers' Compensation and Employer's Liability:
- | | |
|--|---------------------|
| | Statutory
Limits |
|--|---------------------|

If the Contractor is based outside the State of Minnesota, coverage must apply to Minnesota laws

- d.** Employer's Liability
- | | |
|--------------------------|---------------|
| Bodily injury by: | <u>Limits</u> |
| Accident - Each Accident | \$500,000 |
| Disease - Policy Limit | \$500,000 |
| Disease - Each Employee | \$500,000 |

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

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

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

(4) List Itasca County as Certificate holder and as an additional insured with respect to operations covered under the contract for all liability coverages

except Workers' Compensation and Employer's Liability and Professional Liability, if applicable; and,

(5) Be amended to show that Itasca County will receive thirty (30) days written notice in the event of cancellation, non-renewal or material change in any described policies.

(C) Grantee also agrees that any contract let by Grantee for the performance of the work on the Site as provided herein shall include clauses that will:

(1) Require the Contractor to defend, indemnify and hold harmless ITASCA COUNTY, its elected officials, officers, agents and employees for any liability, claims, causes of action, losses, demands, damages, judgments, costs, interest, expenses (including, without limitation, reasonable attorney fees, witness fees and disbursements incurred in the defendant thereof) arising out of or by reason of the acts and/or omissions of said Contractor, its subcontractors, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable for;

(2) Require the Contractor to provide and maintain insurance in accordance with the following:

a. Workers' Compensation: (Statutory Limits)

Employer's Liability Insurance:

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

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

b. Commercial General and Automobile Liability Insurance:

	<u>Limits</u>
1. Commercial General Liability:	
Combined Bodily Injury and Property Damage	
Each Occurrence Limit	\$1,500,000
General Aggregate Limit	\$3,000,000
Products - Completed Operations	
Aggregate Limit	\$3,000,000
Personal and Advertising Injury Limit	\$1,500,000

Coverages above shall also include:

Premises - Operations

Contractual Liability (including oral and written contracts)

Explosion, Collapse, Underground Property Damage (XCU)

2. Automobile Liability including Hired Car and Employers Non-Ownership Liability:
Combined Bodily Injury and Property Damage:
Each Occurrence Limit \$1,500,000

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

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

(E) In addition to any other rights contained herein ITASCA COUNTY reserves the right to terminate, suspend or rescind this easement if the Grantee is not in compliance with the requirements contained herein and retains all its rights thereafter to pursue any legal remedies against Grantee. All insurance policies shall be open to inspection by ITASCA COUNTY upon written request.

(F) The provisions of this section shall survive the termination of this easement in the event the Grantee has not removed all of the personal property the Grantee had placed upon or under the surface of the Premises and the Grantor has not exercised its right to remove the property.

V.

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

VI.

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

Grantor shall pay all ad valorem taxes levied on the Premises and its interest therein. Grantee shall pay all taxes levied upon all structures, improvements and equipment of every kind which it installs or places on said land. Should Grantor be required by taxing authorities to pay any taxes which Grantee is obligated to pay pursuant to this easement, Grantee shall promptly upon demand reimburse Grantor for such taxes, together with any interest and penalties thereon paid by Grantor, provided that Grantor provides Grantee reasonable notice and opportunity to pay or contest the payment of said taxes.

VII.

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

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

VIII.

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

IX.

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

X.

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

XI.

The surface of the easement shall be maintained at all times by Grantee in a condition reasonably satisfactory to Grantor consistent with railroad use by Grantee. Upon termination of this easement from any cause whatsoever, Grantee shall consult with the Land Commissioner to determine what, if any Licensed Facilities Grantor desires to maintain upon the Premises. At Grantor's written request, the Grantee shall remove all specified Licensed Facilities and other appurtenances located upon or above the lands described herein, and shall restore the surface of the Premises to a safe condition, and shall remediate any environmental conditions related to Grantee's exercise of its rights under this easement which are required to be remediated pursuant to applicable laws or regulations, all at Grantee's sole cost and expense. Provided Grantee begins its restoration efforts as soon as is practicable, and diligently pursues them, said removal and restoration shall occur within one (1) year or as otherwise extended by the Itasca County Board of Commissioners. If Grantee fails to complete such removal, restoration and/or remediation within said period, then, at the sole option of Grantor, all such Grantee's Improvements shall either (i) belong to and become the property of Grantor or its successors in interests, or (ii) be removed by Grantor, in which event the reasonable cost of such removal shall be charged to Grantee and Grantee agrees to pay said costs promptly upon demand. On or before the expiration of said Restoration Period, Grantee shall quietly and peaceably surrender possession of the Premises to Grantor or its successors in interest.

If said property is not removed within the aforesaid period of time, title to all personal property remaining upon the Premises shall vest in the Grantor, the Grantor, at its sole option may remove such property, restore the Premises to an environmentally sound condition and charge the Grantee for all expenses incurred. Grantee shall, upon the removal of its property, restore the Premises to an environmentally sound condition. This may include, but is not limited to, eliminating any erosion problems and re-establishing stable vegetative cover as acceptable to the Land Commissioner. During said removal and restoration period, Grantee's insurance, liability and indemnity obligations hereunder shall remain in full force and effect.

XII.

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

XIII.

Additional construction and maintenance specifications:

(A) Notwithstanding any other provision of this easement to the contrary, the surface easement granted hereunder includes Grantee's right from time to time to grade, excavate, cut and fill the surface and subsurface of the easement as necessary, in Grantee's reasonable discretion, to construct, operate, repair, maintain and reconstruct the line of railroad and railroad bed, including an access road (the "railroad construction"), provided, however that such railroad construction shall at all times comply with the following requirements:

- (1) All railroad construction shall be in accordance with construction plans and specifications for such use and improvement of the easement which must be provided to Grantor in advance of commencement from time to time of construction by Grantee; and

- (2) All ballast, fill and other materials brought onto the easement shall be clean fill, free of hazardous or toxic substances, as those terms are defined in any applicable laws or regulation; and
- (3) No material excavated from the easement shall be sold from or stored on, Grantor's property outside the easement, without the prior written consent of Grantor being obtained by Grantee in each such instance. Notwithstanding the foregoing, said materials may be removed by Grantee from the easement, so long as they are not stored on Grantor's property without Grantor's prior consent.
- (B) Grantee shall also have the right to trim and/or cut such trees and brush and remove any improvements located on, encroaching upon or overhanging the easement which may interfere with the construction, safety, maintenance or operation of said railroad, in the sole discretion of Grantee. No trees, limbs, or timber lying outside said easement may be cut or trimmed without Grantor's consent, unless such tree, limb, or timber poses a material risk to persons or property. Any contacts regarding timber shall be directed to Grantor at 218-327-2855 ATTN: Land Commissioner.
- (C) Grantee shall have the right to construct, operate, improve and maintain a road within said Premises ("access road") in addition to its railroad line to facilitate its use and enjoyment of the easement rights granted hereunder at Grantee's sole cost and expense.
- (D) Grantee shall have the right of ingress and egress over other adjacent land of Grantor as may be reasonably necessary for the exercise by Grantee of its rights granted hereunder, but Grantor reserves the right, if it so desires, to designate the route or routes of such ingress and egress.
- (E) This easement shall inure to and be binding upon the respective successors and assigns of the parties hereto as well as the parties themselves; and "Grantor" as used herein, shall apply to and include its subsidiary and associated companies for all purposes and so far as the reservation of future rights to it hereunder is concerned. Grantee shall have the right to license third parties to perform any of these functions granted to Grantee. Nothing contained in this paragraph shall be deemed to prohibit Grantee from (i) burying certain Licensed Facilities below the surface of the easement if plans and specifications clearly depicting the location in each case are first provided to Grantor, or (ii) assigning its rights herein or granting trackage rights on the easement to other users or customers; provided, however, that any such assignment, license, or grant shall not operate

as a release or discharge of Grantee from the performance of its obligations under this easement unless and until Grantor has in writing consented to such discharge or release; and provided further that each such assignee, grantee and/or licensee assumes and agrees in writing to abide by and perform all of the terms and conditions of Grantee hereunder and to assume and be bound by all of the relevant provisions hereof, including without limitation, all indemnity and liability provisions, in which event Grantor's consent shall not be withheld unreasonably.

(F) To the extent Grantee uses or permits the use by third parties of all or any part of the Premises or Grantor's Property, such use (i) shall not be conducted in a manner which is inconsistent or incompatible with the permitted use of the easement, and (ii) shall be coordinated with Grantor to ensure property insurance coverage is secured and all necessary safety precautions are taken.

(G) All construction, maintenance and associated activities must be confined to the stated Premises. Grantor agrees to grant temporary easements as are reasonably necessary for the purposes of construction and maintenance. No damage or improvements to access roads and other areas may be done outside of the Premises without permission from the Land Commissioner. The Land Commissioner must be notified before motor vehicles are used off traveled roadways or on vehicle restricted County trails, or before heavy equipment is moved across this easement or County lands not described herein. Prior approval and notification are not required during emergencies. However, the Land Commissioner must be notified within five (5) days of such use, damage or improvement to permit timely assessment of the extent of damage, if any, and to ensure proper reparations and repairs.

(H) All timber, slash, rocks and similar debris left on County land must be disposed of in a manner acceptable to the Land Commissioner.

(I) Organic soil material and mineral soil must be left in place on the right-of-way unless approved by the Land Commissioner.

(J) Grantee shall reasonably control all the noxious weeds on easement Premises according to Minnesota Statute Sections 18.75 to 18.91.

(L) On utilities whose presence is not readily visible on the ground surface, such as on underground service lines, the utility line location must be signed at all angle points and at other locations as needed so that the distance between signs does not exceed 5 chains or 330 feet.

(M) Construction and maintenance of the easement and associated improvements will be performed by the Grantee without any cost to the Grantor.

(N) Grantee must mark all survey markers within the easement prior to construction and maintenance. Grantee shall restore at Grantee's expense all survey markers damaged by Grantee or Grantee's contractors.

XIV.

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

XV.

Prior to its use and occupancy of the Premises, Grantee shall obtain all necessary licenses and permits therefore from the proper public authorities, and the said use and occupancy thereof and all operations hereunder shall be conducted in strict compliance with all laws applicable thereto and with all rules and regulations promulgated, adopted and published by any federal, state, county or municipal commission or other governmental body having authority in the matter.

XVI.

Grantor, its agents and employees, shall have the right and privilege at all reasonable times to enter into and upon the Easement for the purposes of inspection and to take all reasonable means to ascertain the condition thereof, provided it shall not thereby unreasonably or unnecessarily hinder or interrupt any of the operations of Grantee, and no such hindrance or interruption of the operations of Grantee shall occur without reasonable advance notice to Grantee. Except in cases of emergency or threat to public health or safety, Grantor shall endeavor to provide advance notice to Grantee prior to entry upon the Easement.

XVII.

(A) This easement may not be modified or amended in any manner other than by supplemental written amendment executed by the Itasca County Auditor before a notary public.

(C) If any provision of this easement, or any paragraph, sentence, clause, phrase or word, or the application thereof is held invalid, the remainder of this easement shall be construed as if such invalid part were never included and the remainder of this easement shall be and remain valid and enforceable to the fullest extent permitted by law.

IN TESTIMONY WHEREOF, the County Auditor of the County of Itasca, State of Minnesota,
has affixed his hand and seal this _____ day of _____, 20 ____.

by _____
Itasca County Auditor

On this _____ day of _____, 20 ____, before me, a Deputy Auditor within and for said County, personally appeared Jeffrey T. Walker, County Auditor of said County, to me personally known to be the person who executed the foregoing instrument on behalf of said County and acknowledged that he executed the same in his official capacity as his free act and deed pursuant to statutes in such case made and provided and pursuant to authority of the Itasca County Board of Commissioners.

Deputy Auditor

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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, July 13, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1653

DEPARTMENT: Attorney

TIME REQUESTED: 30 Minutes

PRESENTER: Mike Haig, Kory Cease, Roger Clark

AGENDA ITEM:

Closed Session Re: Moratzka, Timothy D. Trustee of the Nancy L. Mayen Residual Trust/Application

BOARD ACTION REQUESTED:

Hold a Closed Session, which may be closed pursuant to Minn. Stat. 13D.05, subd. 3(b) and 13D.05, subd. 1(d) based upon Attorney Client Privilege, Minn. Stat. 595.02, subd 1(b) to consult with it's attorney in reference to a pending action in the Matter of the Moratzka, Timothy D. Trustee of the Nancy L. Mayen Residual Trust/Application

BACKGROUND:

Minnesota State Statute 13D.05 MEETINGS HAVING DATA CLASSIFIED AS NOT PUBLIC.
Subdivision 1. General principles.

- (a) Except as provided in this chapter, meetings may not be closed to discuss data that are not public data.
- (b) Data that are not public data may be discussed at a meeting subject to this chapter without liability or penalty, if the disclosure relates to a matter within the scope of the public body's authority and is reasonably necessary to conduct the business or agenda item before the public body.
- (c) Data discussed at an open meeting retain the data's original classification; however, a record of the meeting, regardless of form, shall be public.
- (d) All closed meetings, except those closed as permitted by the attorney-client privilege, must be electronically recorded at the expense of the public body. Unless otherwise provided by law, the recordings must be preserved for at least three years after the date of the meeting.

COUNTY ATTORNEY REVIEW: Yes

SUPPORTING DOCUMENTATION: None

Motion To: Direct the County Attorney's office to continue to pursue an appeal in the Matter of the Moratzka, Timothy D. Trustee of the Nancy L. Mayen Residual Trust/Application.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Davin Tinquist

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