ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, August 3, 2021 | 2:30 PM | Itasca County Boardroom

FINAL

WORK SESSION MINUTES

I. CALL TO ORDER

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

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

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Add Item #6.8 (Update on Storm Debris Clean-up), pull Item #5.3 (Sale of Tax-Forfeited Land to City of Cohasset for Public Purpose) and add as Item #6.9, 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 27, 2021 County Board Regular 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. RECOMMENDED FOR CONSENT AGENDA

1. Approve final payment for Contract 66009 - CSAH 60 Grading, Aggregate Base, Bituminous Surfacing & Bridge Replacement, and authorize the County Board Chairperson and Clerk to the County Board to sign the Certificate of Final Payment.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 08/10/2021 2:30 PM**

2. Approve the transfer of funds in the amount of $1,400,000 from the Unorganized Township road and bridge accounts to the County Road and Bridge fund for road maintenance costs in Unorganized Townships.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 08/10/2021 2:30 PM**

4. Approve Easement to Minnesota Power, a division of Allete, Inc., for access to the Solar Facility located over and across the N1/4 of the Southwest Quarter of the Northeast Quarter Less East 410 feet, Section 33, Township 55, Range 25 in which Itasca County owns an undivided 1/2 interest and authorize necessary signatures.

RESULT:	**RECOMMENDED FOR CONSENT NEXT: 08/10/2021 2:30 PM**

VI. DISCUSSION / INFORMATIONAL

1. Citizen Input

   No citizen input provided.

2. Bus Depot Door Donation

   Motion To: Approve donation of door that entered the old Bus Depot to VFW Post 1720 for display.

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. Local 1626 LOU – MIS Dept. On-Call Program

   Motion To: Approve and authorize necessary signatures for the Local 1626 Letter of Understanding (LOU) for the Itasca County MIS Department On-Call Program.

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

4. Construction Update – August 2021

   Transportation Engineer Rachel Metelak provided a Transportation Construction Update for August 2021.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

5. Len Hardy Memorial ATV Trail IRRRB Grant Resolution

   Motion To: Adopt the Resolution Re: Len Harcy Memorial ATV Trail IRRRB Recreational Trails Grant Application and authorize necessary signatures.

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

6. Broadband and American Rescue Plan Options

   Paul Bunyan Communications representative, Steve Howard, provided information regarding options and potential use of American Rescue Plan (ARP) funds for broadband expansion in Itasca County.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

7. Schedule Special Session

   Motion To: Schedule a Special Session Re: American Rescue Plan (ARP) Funding on Tuesday, August 10, 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

Motion To: Schedule a Special Session Re: American Rescue Plan (ARP) Funding on Tuesday, August 24, 2021 beginning at 12:30 PM in the Boardroom of the Itasca County Courthouse.

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

8. Update on Storm Debris Clean-up

Environmental Services Coordinator Greg Stoltz provided a Storm Debris Clean-up Update.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

9. Sale of Tax-Forfeited Land to City of Cohasset for Public Purpose

Real Estate Specialist Cindy Shevich provided information regarding the request to adopt the Resolution Re: Sale of Tax-forfeited Land to the City of Cohasset for a Public Purpose, which approves sale of Lots 1-4, Block 2, Plat of Felix Addition under the terms provided in Minnesota Statute 282.01, Subd 1a para (b) for a price of $69,000.00 plus all associated costs and which approves the sale of Lot 1, Block 3, Lot 1, Block 4, Outlot A and Outlot B, Plat of Felix Addition under the terms provided in Minnesota Statute 282.01, Subd 1a para (b) for a price of $24,950.00 plus all associated costs.

RESULT:	**RECOMMENDED FOR REGULAR NEXT: 08/10/2021 2:30 PM**

VII. COMMITTEE REPORTS

Commissioner DeNucci reported on his attendance of recent Laurentian RC&D and Grand Village Board meetings, as well as meetings with Mesabi Metallics, a meeting with Community and Economic Development Associates (CEDA)/Sarah Carling, and various township meetings.

Commissioner Tinquist reported on his attendance of recent Jail Committee, One Watershed/One Plan (1W1P), and IMCare Subcommittee meetings, as well as a meeting with Community and Economic Development Associates (CEDA)/Sarah Carling, Labor Negotiations, and Huber Engineered Wood Products events.

Commissioner Trunt reported on his attendance of recent Grand Village Board and IMCare Subcommittee meetings, as well as a meeting with Community and Economic Development Associates (CEDA)/Sarah Carling.

Commissioner Ives reported on his attendance of recent Labor Negotiations and Huber Engineered Wood Products events, as well as a meeting with Community and Economic Development Associates (CEDA)/Sarah Carling.

VIII. ADMINISTRATOR UPDATE

IX. COMMISSIONER COMMENTS

Commissioner Trunt provided comment regarding National Night Out events happening within Itasca County.

X. CLOSED SESSIONS

XI. ADJOURN

Chair Ives adjourned the meeting at 3:36 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, August 3, 2021

RESOLUTION 2021-45

RE: LEN HARDY MEMORIAL ATV TRAIL IRRRB RECREATIONAL TRAILS GRANT APPLICATION

WHEREAS, Itasca County recognizes the importance of recreational trails to the local economy and supports the grant application made to the Iron Range Resources and Rehabilitation Board (IRRRB) for the Recreational Trails Grant, and

WHEREAS, the Range Riders ATV Club is working to seeking funding for construction of the Len Hardy Memorial ATV Trail, and

WHEREAS, a Recreational Trails grant is available to fund fifty (50) percent of the cost of projects under this grant, and

WHEREAS, Itasca County affirms that the Range Riders ATV Club recognizes the fifty (50) percent match requirements for the IRRRB Recreational Trails grant, and that they will secure matching funds.

NOW, THEREFORE, BE IT RESOLVED if Itasca County is awarded a grant by the IRRRB, Itasca County agrees to accept the grant award, and may enter into an agreement with the IRRRB for the above referenced project. Itasca County will comply with all applicable laws, environmental requirements and regulations as stated in the grant agreement, and

BE IT FURTHER RESOLVED that Jeff Walker, Itasca County Auditor, 123 NE 4th St. Grand Rapids, MN. 55744 be named as the fiscal agent for this project (or grant), and

BE IT FURTHER RESOLVED Itasca County affirms that the Range Riders ATV Club hereby assures the Len Hardy Memorial ATV Trail will be maintained for no less than twenty (20) years or until such time as appropriate disposition actions are approved by the Minnesota Department of Natural Resources.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Ben DeNucci
SECONDER:	Commissioner Leo Trunt
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 3rd day of August 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 3rd day of August A.D. 2021.

Administrator

August 3, 2021

Chair:

PULL: None

ADDITIONS:
1. Update on Storm Debris Clean-up – Item #6.8

CHANGES: None

INFORMATIONAL:
1. Item #5.4 – Additional Information

Amanda

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, July 27, 2021 | 2:30 PM | Itasca County Boardroom

DRAFT

REGULAR SESSION MINUTES

I. CALL TO ORDER

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

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

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Add Item #6.13 (Grant Application) and approve the agenda, as amended.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, July 20, 2021 County Board Work Session.

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

V. CONSENT AGENDA

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

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

1. Approve the IMCare Compliance Plan, Standards of Conduct and related policies and procedures.
2. Approve final payment for Contract 59914; Phillips Rd. Bridge Replacement, and authorize the County Board Chairperson and Clerk to the County Board to sign the necessary documents.

3. Approve utility easement for construction, maintenance and operation of an underground primary telecommunication line over and across tax-forfeited trust lands in Section 20, Township 57, Range 26 and authorize necessary signatures.

4. Approve the lease agreement between the MN Timber Producers Inc. and Itasca County for the 2021 North Star Expo event at the Itasca County Fairgrounds, and authorize necessary signatures.

VI. REGULAR AGENDA

1. Receive Citizen Input

   No citizen input provided.

2. Commissioner Warrants

   Motion To: Approve Commissioner Warrants with a check date of July 30, 2021 in the amount $2,015,298.75.

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

3. Employee Expense Report Approval

   Motion To: Approve employee expense reimbursement for expenses submitted over 60 days from when they were incurred.

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

4. ICHHS Warrants

   Motion To: Approve the Itasca County Health and Human Services (ICHHS) Department Warrants for July 2021, in the amount of $1,059,973.33.

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

5. Recognition of County Employees

   The following employees were recognized:

   Welcome new employee Shannon Persons, Eligibility Specialist, Family Services Division, Health & Human Services Department effective July 19, 2021.

   Welcome new employee Rick Wrobel, Highway Maintenance Worker, Transportation Department effective July 19, 2021.

   Congratulations to Shelley Kebart who accepted a job change from Assessment Technician, Assessor/Appraiser Department to Administrative Support, Administrative Services Department effective July 25, 2021.

   Welcome new employee Jaden Houwman, Assessor/Appraiser 1, Assessor's Department effective July 26, 2021.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

6. County Staff Appreciation Day Proclamation

Motion To: Acknowledge Tuesday, July 27, 2021 as County Staff Appreciation Day, as proclaimed by Governor Tim Walz, and adopt the Proclamation of County Staff Appreciation Day.

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

7. COVID-19 Interim Policy and COVID-19 Preparedness Plan

Motion To: Authorize the abolishment of the Interim Policy 2021-01: COVID-19 Program for Employees and approve the updated Itasca County COVID-19 Preparedness Plan.

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

8. Gambling Permit

Motion To: Approve a Premises Permit Application for gambling, as requested by VFW Post 1720, to conduct pull tabs at Blueberry Bowl, 44919 Golf Course Road, Deer River, MN 56636.

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

9. COVID-19 Update

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

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

10. Reallocate Social Worker QDDP Positions to Social Worker Home and Community Based.

Motion To: Reallocate Social Worker QDDP positions to Social Worker Home and Community Based.

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

11. Recorder’s Compliance Fund Request for HD Lidar Acquisition

Motion To: Approve request for $75,000 from Recorder's Compliance Fund for acquisition of HD Lidar of the county.

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

12. IEDC Update

Tamara Lowney, Itasca Economic Development Corporation (IEDC) President & CEO, and staff provided an IEDC Update.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

13. Grant Application

Motion To: Approve grant application to IRRRB for $50,000 for development of the Len Hardy Memorial ATV Trail and authorize acceptance of the grant upon notification from the Grantor.

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

VII. COMMISSIONER COMMENTS

Commissioner DeNucci provided comment regarding the recently approved request for use of Recorder's Compliance Fund for acquisition of HD Lidar.

Commissioner Ives, County Administrator Brett Skyles, and Environmental Services Coordinator Greg Stoltz provided comment regarding the July 26, 2021 storm and debris clean-up plans. If you have questions or concerns regarding storm debris clean-up, please call the Itasca County Environmental Services Department at (218) 327-2857.

VIII. CLOSED SESSIONS

IX. ADJOURN

Chair Ives adjourned the meeting at 3:35 PM.

ATTEST

Burl Ives	Brett Skyles
Chair of the County Board	Clerk of the County Board

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

Tuesday, August 3, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1676

DEPARTMENT: Transportation
PRESENTER: Rachel Metelak

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Contract 66009 - Final Payment

BOARD ACTION REQUESTED:
Approve final payment for Contract 66009 - CSAH 60 Grading, Aggregate Base, Bituminous Surfacing & Bridge Replacement, and authorize the County Board Chairperson and Clerk to the County Board to sign the Certificate of Final Payment.

BACKGROUND:
KGM Contractors, Inc. has completed the grading, paving, and bridge replacement project and it is recommended that final payment be processed.

Bid Amount: $3,967,789.31
Final Amount: $4,122,291.42

Most of the additional cost is due to encountering a larger than anticipated amount of unsuitable soils along the project. The material had to be mucked out and filled in with additional common borrow.

COUNTY ATTORNEY REVIEW: NA

SUPPORTING DOCUMENTATION:
1. 66009 Closeout Packet for Board Approval - unsigned

08/03/2021

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 08/10/2021 2:30 PM**

Contract Number: 66009
Pay Request Number: 15

Project Number	Project Description
SAP 031-660-009	CSAH 60 Grading, Aggregate Base, Bituminous Surfacing & Bridge Replacement

Contractor:	KGM Contractors, Inc. 9211 Hwy 53 Angora, MN 55703	**Vendor Number:** **Up To Date:**	000128780 06/18/2021

Contract Amount		**Funds Encumbered**	
Original Contract	$3,967,789.31	Original	$3,967,789.31
Contract Changes	$35,046.40	Additional	N/A
Revised Contract	$4,002,835.71	Total	$3,967,789.31

Work Certified To Date	
Base Bid Items	$4,087,245.02
Contract Changes	$35,046.40
Material On Hand	$0.00
Total	$4,122,291.42

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
$0.00	$4,122,291.42	$0.00	$3,916,176.85	$206,114.57	$4,122,291.42
	Percent: Retained: 0%			Percent Complete: 102.98%	

This is to certify that the items of work shown in this certificate of Pay Estimate have been actually furnished for the work comprising the above-mentioned projects in accordance with the plans and specifications heretofore approved.

Approved By
Rachel Meletat
County/City/Project Engineer
7/20/21
Date

Approved By KGM Contractors, Inc.
Contractor
07-15-2021
Date

Payment Summary

No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2020-04-07	$135,532.50	$6,776.63	$128,755.87
2	2020-04-21	$70,456.06	$3,522.80	$66,933.26
3	2020-05-05	$75,631.88	$3,781.59	$71,850.29
4	2020-07-07	$492,859.49	$24,642.98	$468,216.51
5	2020-07-21	$412,725.05	$20,636.25	$392,088.80
6	2020-08-04	$456,863.02	$22,843.15	$434,019.87
7	2020-08-18	$448,460.45	$22,423.02	$426,037.43
8	2020-09-01	$663,541.55	$33,177.08	$630,364.47
9	2020-09-15	$506,680.90	$25,334.05	$481,346.85
10	2020-10-06	$402,016.00	$20,100.80	$381,915.20
11	2020-10-19	$115,062.95	$5,753.14	$109,309.81
12	2020-11-02	$24,277.40	$1,213.87	$23,063.53
13	2021-05-17	$283,137.77	$14,156.89	$268,980.88
14	2021-06-15	$35,046.40	$1,752.32	$33,294.08
15	2021-06-18	$0.00	($206,114.57)	$206,114.57

Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
CSAH		$4,122,291.42	$0.00	$3,916,176.85	$206,114.57	$4,122,291.42

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
031-660-009-1	Regular (CSAH)	$206,114.57	$4,002,835.71	$3,967,789.31	$4,122,291.42

Contract Item Status

Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	1	2011.601	CONSTRUCTION SURVEYING	LS	$5,500.00	1	0	$0.00	1	$5,500.00
Base Bid	2	2105.601	DEWATERING	LS	$30,000.00	1	0	$0.00	1	$30,000.00
Base Bid	3	2401.503	TYPE S (TL-4) BARRIER CONC (3S52) (P)	L F	$189.00	133	0	$0.00	133	$25,137.00
Base Bid	4	2401.507	STRUCTURAL CONCRETE (3B52) (P)	C Y	$1,575.00	70	0	$0.00	70	$110,250.00
Base Bid	5	2401.508	REINFORCEMENT BARS (EPOXY COATED) (P)	LB	$1.60	25750	0	$0.00	25750	$41,200.00
Base Bid	6	2401.508	REINFORCEMENT BARS (STAINLESS-75KSI) (P)	LB	$3.70	330	0	$0.00	330	$1,221.00
Base Bid	7	2401.601	STRUCTURE EXCAVATION	LS	$8,000.00	1	0	$0.00	1	$8,000.00
Base Bid	8	2401.601	SLOPE PREPARATION	LS	$13,000.00	1	0	$0.00	1	$13,000.00
Base Bid	9	2401.618	BRIDGE SLAB CONCRETE (3YHPC-M) (P)	S F	$63.00	2281	0	$0.00	2281	$143,703.00
Base Bid	10	2402.502	ELASTOMERIC BEARING PAD TYPE 1	EACH	$157.50	8	0	$0.00	8	$1,260.00

Contract Item Status

Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	11	2405.503	PRESTRESSED CONCRETE BEAMS 27M (P)	L F	$288.75	257	0	$0.00	257	$74,208.75
Base Bid	12	2406.504	BRIDGE APPROACH PANELS	S Y	$236.25	152	0	$0.00	152	$35,910.00
Base Bid	13	2411.618	ARCH SURFACE FINISH (MULTI COLOR)	S F	$22.05	304	0	$0.00	304	$6,703.20
Base Bid	14	2411.618	ARCH CONC TEXTURE (FIELDSTONE)	S F	$31.50	304	0	$0.00	304	$9,576.00
Base Bid	15	2442.501	REMOVE EXISTING BRIDGE	LS	$4,500.00	1	0	$0.00	1	$4,500.00
Base Bid	16	2451.607	STRUCTURAL BACKFILL (P)	C Y	$42.00	330	0	$0.00	330	$13,860.00
Base Bid	17	2452.502	C-I-P CONC TEST PILE 115 FT LONG 12"	EACH	$9,450.00	2	0	$0.00	2	$18,900.00
Base Bid	18	2452.502	PILE POINTS 12"	EACH	$141.75	12	0	$0.00	12	$1,701.00
Base Bid	19	2452.603	C-I-P CONCRETE PILING 12"	L F	$48.30	1050	0	$0.00	983.2	$47,488.56
Base Bid	20	2502.501	DRAINAGE SYSTEM TYPE (B910)	LS	$1,575.00	1	0	$0.00	1	$1,575.00
Base Bid	21	2511.504	GEOTEXTILE FILTER TYPE 7	S Y	$4.00	850	0	$0.00	886	$3,544.00
Base Bid	22	2511.507	RANDOM RIPRAP CLASS III	C Y	$55.00	385	0	$0.00	561.58	$30,886.90
Base Bid	23	2511.507	GRANULAR FILTER	C Y	$47.00	75	0	$0.00	0	$0.00
Base Bid	24	2511.601	ROCK GLIDE RIFFLE	LS	$7,350.00	1	0	$0.00	1	$7,350.00
Base Bid	25	2511.602	4'-0" BOULDER	EA	$160.00	90	0	$0.00	63	$10,080.00
Base Bid	26	2511.602	5'-0" BOULDER	EA	$420.00	13	0	$0.00	7	$2,940.00
Base Bid	27	2521.618	SPECIAL SURFACE TREATMENT	S F	$1.60	1755	0	$0.00	1755	$2,808.00
Base Bid	28	2575.501	TURF ESTABLISHMENT	LS	$4,300.00	1	0	$0.00	1	$4,300.00
Base Bid	29	2575.504	EROSION CONTROL BLANKETS CATEGORY 3N	S Y	$1.85	1000	0	$0.00	907	$1,677.95
Base Bid	30	2575.504	TURF REINFORCEMENT MAT CATEGORY 3	S Y	$7.50	370	0	$0.00	108	$810.00
Base Bid	31	2575.601	CHANNEL RESTORATION	LS	$17,000.00	1	0	$0.00	1	$17,000.00
Base Bid	32	2577.502	ROOT WAD	EACH	$625.00	26	0	$0.00	17	$10,625.00

Contract Item Status

Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	33	2021.501	MOBILIZATION	LS	$331,000.00	1	0	$0.00	1	$331,000.00
Base Bid	34	2051.601	MAINT & RESTORATION OF HAUL ROADS	LS	$2,000.00	1	0	$0.00	1	$2,000.00
Base Bid	35	2101.505	CLEARING (P)	ACRE	$3,000.00	14.2	0	$0.00	14.2	$42,600.00
Base Bid	36	2101.505	GRUBBING (P)	ACRE	$3,000.00	14.2	0	$0.00	14.2	$42,600.00
Base Bid	37	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	L F	$5.00	25	0	$0.00	27	$135.00
Base Bid	38	2104.503	REMOVE PIPE CULVERTS	L F	$11.00	880	0	$0.00	1266	$13,926.00
Base Bid	39	2104.503	REMOVE FENCE	L F	$1.50	7827	0	$0.00	6735	$10,102.50
Base Bid	40	2105.507	COMMON EXCAVATION (P)	C Y	$3.35	75460	0	$0.00	75460	$252,791.00
Base Bid	41	2105.507	MUCK EXCAVATION	C Y	$9.25	29088	0	$0.00	36090.3	$333,835.28
Base Bid	42	2105.507	SELECT GRANULAR BORROW (CV) (P)	C Y	$6.95	72294	0	$0.00	72294	$502,443.30
Base Bid	43	2105.507	COMMON BORROW (EV)	C Y	$3.25	58465	0	$0.00	82553.3	$268,298.23
Base Bid	44	2105.603	OBLITERATE OLD ROADWAY	L F	$10.00	950	0	$0.00	950	$9,500.00
Base Bid	45	2123.610	1.5 CU YD BACKHOE	HOUR	$175.00	100	0	$0.00	46.02	$8,053.50
Base Bid	46	2130.523	WATER	MGAL	$28.00	510	0	$0.00	800.3	$22,408.40
Base Bid	47	2211.509	AGGREGATE BASE CLASS 5 (P)	TON	$10.95	55211	0	$0.00	55211	$604,560.45
Base Bid	48	2232.504	MILL BITUMINOUS SURFACE (2.0")	S Y	$5.00	502	0	$0.00	0	$0.00
Base Bid	49	2360.509	TYPE SP 19.0 NON WEAR COURSE MIX (2;C)	TON	$68.00	3790	0	$0.00	3785.42	$257,408.56
Base Bid	50	2451.507	COARSE AGGREGATE BEDDING (CV) (P)	C Y	$42.00	452	0	$0.00	452	$18,984.00
Base Bid	51	2501.502	18" GS PIPE APRON	EACH	$300.00	7	0	$0.00	7	$2,100.00
Base Bid	52	2501.502	24" GS PIPE APRON	EACH	$400.00	24	0	$0.00	24	$9,600.00
Base Bid	53	2501.502	18" CAS SAFETY APRON & GRATE DES 3128	EACH	$550.00	52	0	$0.00	66	$36,300.00
Base Bid	54	2501.503	18" CAS PIPE CULVERT	L F	$47.00	1010	0	$0.00	1266	$59,502.00
Base Bid	55	2501.503	24" CP PIPE CULVERT	L F	$53.00	830	0	$0.00	824	$43,672.00

Contract Item Status

Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	56	2501.602	TRASH GUARD FOR 18" PIPE APRON	EACH	$350.00	7	0	$0.00	7	$2,450.00
Base Bid	57	2503.503	18" CP PIPE SEWER	L F	$54.00	2275	0	$0.00	2275	$122,850.00
Base Bid	58	2506.502	CONST DRAINAGE STRUCTURE DESIGN SPECIAL	EACH	$3,000.00	15	0	$0.00	15	$45,000.00
Base Bid	59	2506.502	CASTING ASSEMBLY	EACH	$1,250.00	15	0	$0.00	15	$18,750.00
Base Bid	60	2511.507	RANDOM RIPRAP CLASS II	C Y	$90.00	17	0	$0.00	29.96	$2,696.40
Base Bid	61	2531.503	CONCRETE CURB & GUTTER DESIGN D418	L F	$18.00	3710	0	$0.00	3779	$68,022.00
Base Bid	62	2531.504	6" CONCRETE DRIVEWAY PAVEMENT	S Y	$68.00	168	0	$0.00	159	$10,812.00
Base Bid	63	2540.602	RELOCATE MAIL BOX SUPPORT	EACH	$120.00	30	0	$0.00	31	$3,720.00
Base Bid	64	2540.602	RELOCATE MAIL BOX	EACH	$55.00	30	0	$0.00	30	$1,650.00
Base Bid	65	2557.503	WIRE FENCE DESIGN SPECIAL	L F	$3.50	3500	0	$0.00	3485	$12,197.50
Base Bid	66	2563.601	TRAFFIC CONTROL	LS	$17,500.00	1	0	$0.00	1	$17,500.00
Base Bid	67	2563.610	FLAGGER	HOUR	$90.00	100	0	$0.00	112	$10,080.00
Base Bid	68	2573.501	STORM DRAIN INLET PROTECTION	LS	$7,500.00	1	0	$0.00	1	$7,500.00
Base Bid	69	2573.501	STABILIZED CONSTRUCTION EXIT	LS	$2,000.00	2	0	$0.00	0	$0.00
Base Bid	70	2573.503	SILT FENCE; TYPE MS	L F	$2.27	48905	0	$0.00	45422	$103,107.94
Base Bid	71	2573.503	FLOTATION SILT CURTAIN TYPE MOVING WATER	L F	$17.50	175	0	$0.00	75	$1,312.50
Base Bid	72	2573.503	SEDIMENT CONTROL LOG TYPE COMPOST	L F	$4.50	400	0	$0.00	164	$738.00
Base Bid	73	2573.503	SEDIMENT CONTROL LOG TYPE ROCK	L F	$5.50	192	0	$0.00	103	$566.50
Base Bid	74	2574.508	FERTILIZER TYPE 3	LB	$0.90	8424	0	$0.00	7650	$6,885.00
Base Bid	75	2575.504	MULCH MATERIAL TYPE 4 (P)	S Y	$0.29	203859	0	$0.00	203859	$59,119.11
Base Bid	76	2575.504	EROSION CONTROL BLANKETS CATEGORY 3N	S Y	$1.86	6838	0	$0.00	6345	$11,738.25
Base Bid	77	2575.505	SEEDING (P)	ACRE	$190.00	42.1	0	$0.00	42.1	$7,999.00

Contract Item Status

Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	78	2575.505	DISK ANCHORING	ACRE	$45.00	42.1	0	$0.00	19	$855.00
Base Bid	79	2575.508	SEED MIXTURE 25-141	LB	$4.50	2583	0	$0.00	2596.72	$11,685.24
Base Bid	80	2575.509	MULCH MATERIAL TYPE 3	TON	$150.00	63.1	0	$0.00	16.5	$2,475.00
Base Bid	81	2580.503	INTERIM PAVEMENT MARKING	L F	$0.12	9900	0	$0.00	0	$0.00
Base Bid	82	2582.503	4" SOLID LINE PAINT	L F	$0.23	28800	0	$0.00	0	$0.00
Base Bid	83	2582.503	4" BROKEN LINE PAINT	L F	$0.23	1500	0	$0.00	0	$0.00
Base Bid Totals:								**$0.00**		**$4,087,245.02**

Project Category Totals

Project	Category	Amount This Request	Amount To Date
SAP 031-660-009	Bridge	$0.00	$685,715.36
SAP 031-660-009	Roadway	$0.00	$3,401,529.66

Contract Change Item Status

Project	CC	CC#	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SAP 031-660-009	BK	1	84	2105.610	Erosion Control Retainage - Natural Vegetation Removed	AC	($3,500.00)	42.1	0	$0.00	42.1	($147,350.00)
SAP 031-660-009	BK	1	85	2105.610	Erosion Control Retainage - Topsoil Replaced	AC	$1,750.00	42.1	0	$0.00	42.1	$73,675.00
SAP 031-660-009	BK	1	86	2105.610	Erosion Control Retainage - Mulched	AC	$875.00	42.1	0	$0.00	42.1	$36,837.50
SAP 031-660-009	BK	1	87	2105.610	Erosion Control Retainage - Seeded	AC	$875.00	42.1	0	$0.00	42.1	$36,837.50
SAP 031-660-009	CO	2	88	2105.507	COMMON BORROW (EV)	C Y	$3.70	9472	0	$0.00	9472	$35,046.40
Contract Change Totals:										**$0.00**		**$35,046.40**

Contract Total	**$4,122,291.42**

Contract Change Totals

Number	Description	Amount This Request	Amount To Date
1	Erosion Control Retainage	$0.00	$0.00
1	Due to the unusually cold weather this fall the bituminous surfacing and the final turf establishment were not able to be completed on the project. The Contractor has placed class 5 around the sections of curb and gutter to	$0.00	$0.00

	protect it and direct water flow in the spring. The Engineer has revised the completion date to June 15, 2021 to complete paving and turf establishment.		
2	Item 2105.507 - Common Borrow (EV) went over 125% of contract quantity of 58,465 CY's. The final quantity was 82,553.30 CY's. The overrun happened due to additional mucking that had to happen when soft, unsuitable soil areas were greater than predicted. The additional quantity caused the Contractor to have to open up another borrow source, incurring additional costs such as stripping the new pit, reclaiming, trucking, additional pit prep, and greater royalty fees. The Engineer has determined that the common quantity up to the 125% shall be paid for at contract price, and the additional quantity of 9,472 CY's shall be paid for at the rate of $6.95/CY, this is a $3.70 CY increase.	$0.00	$35,046.40

Material On Hand Additions					
Line	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line	Item	Description	Date	Added	Used	Remaining

CERTIFICATE OF PERFORMANCE FORM

County of Itasca

Project No.: SAP 031-660-009
CSAH 60 – Grading, Aggregate Base, Bituminous Surfacing & Bridge Replacement

Name of Contractor: KGM Contractors, Inc.

Contract No.: 66009

Total Value of Work: $4,122,291.42

I HEREBY CERTIFY to the Board of commissioners of the above named County, that I have been in charge of the work required by the above described contract; that all of such work has been done and performed as measured by and in accordance with and pursuant to the terms of said contract.

7-20-21
Date

Karin Grandia
County Transportation Engineer
Karin Grandia, P.E.

cc County Auditor
State Aid Engineer
County Highway Engineer

** Required for all State Aid and Federal Aid Projects

CERTIFICATE FOR FINAL PAYMENT

State of Minnesota

Project No.: SAP 031-660-009

County of Itasca

Contract No.: 66009

The County Board of Itasca County hereby recognizes that the work done by KGM Contractors, Inc. of Angora, MN, under contract with Itasca County, made and entered into on May 10, 2020, relating to the furnishing of materials, and/or, the construction of the above-named project has been completed.

We hereby approve of the Engineer's Final Estimate hereto attached, including variations from the original plans, and hereby find the Contractor entitled to total compensation for said work according to said estimate.

Dated: _____, 2021

Signed: _____

Chairman, Itasca County Board

_____

Clerk to the County Board

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

Tuesday, August 3, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1685

DEPARTMENT: Transportation
PRESENTER: Karin Grandia

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
2020 Unorganized Township Bill

BOARD ACTION REQUESTED:
Approve the transfer of funds in the amount of $1,400,000 from the Unorganized Township road and bridge accounts to the County Road and Bridge fund for road maintenance costs in Unorganized Townships.

BACKGROUND:
In September of 2020, the County Board adopted a new Unorganized Township Road and Bridge policy which outlines how road maintenance costs on the unorganized township system would be reimbursed to the County Road and Bridge fund. The policy states that a maximum reimbursement amount is set in the annual budget. The following year the Transportation Department will provide a list of actual costs to the system and create a bill for the transfer of funds. Any amount over the budgeted amount will be covered by the County Road and Bridge fund.

2021 Budgeted Revenue Amount:	$1,400,000.00
2020 Actual Expenditures:	$2,166,075.15

Since expenditures were above the budgeted amount, the entire $1,400,000 should be transferred to the County Road and Bridge fund.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Unorganized Township Road Policy

08/03/2021

RESULT: RECOMMENDED FOR CONSENT NEXT: 08/10/2021 2:30 PM

ITASCA COUNTY POLICIES & PROCEDURES **Transportation Department**	**EFFECTIVE DATE: 9/8/2020**	**POLICY #:**
	RBA #: 2020-904	**BOARD APPROVAL DATE: 9/8/2020** **Format Updates:**
	REFERENCES:	
SUBJECT: Unorganized Township Road Policy		

Unorganized Township Road Policy

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

Background:

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

Funding Areas:

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

Accounting:

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

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

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

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

Tuesday, August 3, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1675

DEPARTMENT: Land Department
PRESENTER: Cindy Shevich

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Easement to Minnesota Power, a division of Allete, Inc. to access Solar Facility

BOARD ACTION REQUESTED:
Approve Easement to Minnesota Power, a division of Allete, Inc., for access to the Solar Facility located over and across the N1/4 of the Southwest Quarter of the Northeast Quarter Less East 410 feet, Section 33, Township 55, Range 25 in which Itasca County owns an undivided 1/2 interest and authorize necessary signatures.

BACKGROUND:
The County of Itasca, along with the City of Grand Rapids and Itasca County Airport Commission entered into a Lease with USS Itasca Clean Energy, LLC on February 23, 2021 on the parcel described herein for the purpose of solar photovoltaic energy generation. In connection with said Lease, Minnesota Power, a division of Allete, Inc. has requested an easement for ingress and egress across the N1/4 of the Southwest Quarter of the Northeast Quarter Less East 410 feet, Section 33, Township 55, Range 25 in which Itasca County owns an undivided 1/2 interest. Said easement gives the right to construct, operate, use, maintain, inspect, repair, renew, replace, reconstruct, alter, improve, upgrade and remove the Solar Facility.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. US Solar Easement Agreement 7.13.21
2. US Solar Easement Agreement 7.28.21

08/03/2021

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 08/10/2021 2:30 PM**

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, August 3, 2021

RESOLUTION

GRANT OF EASEMENT

Property ID: 91-033-1309 (Parcel No. 1)
91-033-1306 (Parcel No. 2)
91-033-1301 (Parcel No. 4)

THIS GRANT OF EASEMENT (the "**Agreement**") is made as of _____, 2021 (the "**Effective Date**"), by and between (i) as to the Parcel 1 Property (as defined herein), the City of Grand Rapids, a Minnesota municipal corporation ("**Parcel 1 Owner**"), (ii) as to the Parcel 2 Property (as defined herein), the City of Grand Rapids, a Minnesota municipal corporation, and County of Itasca, Minnesota, as equal tenants in common (collectively, "**Parcel 2 Owner**"), (iii) as to the Parcel 4 Property (as defined herein), the Grand Rapids – Itasca County Airport Commission ("**Parcel 4 Owner**"), and (iv) as grantee under that certain Existing Easement Property (as defined herein), the City of Grand Rapids, a Minnesota municipal corporation ("**Easement Parcel Grantor**") (Parcel 1 Owner, Parcel 2 Owner, Parcel 4 Owner, and Easement Parcel Grantor, individually and collectively referred to as "**Grantor**") and Minnesota Power, a division of ALLETE, Inc., a Minnesota corporation ("**Grantee**"), with reference to the facts set forth below.

RECITALS:

A. Parcel 1 Owner is the fee simple owner of that certain real property located in the County of Itasca, Minnesota, more particularly described on **Exhibit A-1** attached hereto and incorporated herein (the "**Parcel 1 Property**"). Parcel 2 Owner is the fee simple owner of that certain real property located in the County of Itasca, Minnesota, more particularly described on **Exhibit A-2** attached hereto and incorporated herein (the "**Parcel 2 Property**"). Parcel 4 Owner is the fee simple owner of that certain real property located in the County of Itasca, Minnesota, more particularly described on **Exhibit A-3** attached hereto and incorporated herein (the "**Parcel 4 Property**"). Easement Parcel Grantor is the grantee under that certain Permanent Easement and Temporary Easement dated January 29, 2009 and recorded July 31, 2009, by and between Armas Yuhala and Karen Yuhala, husband and wife, as grantor thereunder, and the Easement Parcel Grantor, as grantee thereunder, as more particularly described in **Exhibit A-4** attached hereto and incorporated herein (the "**Existing Easement Property**"). (Parcel 1 Property, Parcel 2 Property, Parcel 4 Property, and Existing Easement, individually and collectively referred to as "**Grantor**

Property"). Notwithstanding that Grantor and Grantee acknowledge and agree that the Existing Easement Property is considered a "utility easement" as defined in Section 238.35 of the Minnesota Statutes and any similar successor statute allowing Grantee to utilize existing easements deeded to the public or any political subdivision for general or utility purposes, Easement Parcel Grantor joins in this Agreement in the event such statute (or any similar successor statute) is repealed, withdrawn or no longer of any force or effect.

B. Grantor and Grantee acknowledge and agree that Parcel 1 Property, Parcel 2 Property and Parcel 4 Property (the "**Easement Fee Parcels**") are subject to that certain Option to Lease, Lease and Solar Easement dated February 23, 2021 (as may be amended, modified, renewed, restated and supplemented, the "**Lease**"), by and between (i) Parcel 1 Owner, Parcel 2 Owner and Parcel 4 Owner, as lessors of the Easement Fee Parcels and (ii) the Grand Rapids/Itasca County Joint Airport Commission, as lessor as to a separate fee parcel not subject to this Agreement (collectively with (i) hereof, and as amended and/or assigned, "**Lessor**"), and USS Itasca Clean Energy LLC, as lessee thereunder ("**Lessee**"), as evidenced by that certain Memorandum of Lease and Solar Easement entered into by and between Lessor and Lessee, dated as of even date therewith, and recorded on March 31, 2021 in the Office of the County Recorder of Itasca, Minnesota, as Document Number A000750583 (as may be amended, modified, renewed, restated and supplemented from time to time). Pursuant to the Lease, Lessee is granted certain rights and easements in, on, over, under and across the Easement Fee Parcels. By execution hereof, Lessee hereby agrees that its rights, easements, and any and all other interest in and to the Easement Fee Parcels as granted under the Lease shall be at all times subject and subordinate to this Agreement.

C. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee desire to enter into this Agreement, as more particularly described below.

WITNESSETH:

1. Grantor, for a valuable consideration, paid by Grantee, receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys unto said Grantee, the following permanent and non-exclusive easements, as follows:

a. Grantee shall have a permanent and non-exclusive easement and right of way for purposes of vehicular and pedestrian access, ingress and egress in, under, on, over and across that certain area of land described on **Exhibit B-1** and depicted on **Exhibit B-2**, each attached hereto and by this reference made a part hereof (the "**Access Easement Area**"). The easement and right of way granted herein shall include, without limitation, the construction, maintenance, inspection, operation, use, repair, reconstruction, replacement, alteration, improvement and/or removal (as determined in Grantee's sole discretion) of a road and/or driveway on, over and across the Access Easement Area.

b. Grantee shall have a permanent and non-exclusive easement and right of

way for purposes related to Grantee's Facilities (as defined and more particularly set forth herein), in, under, on, over and across that certain area of land described on **Exhibit C-1** and depicted on **Exhibit C-2**, each attached hereto and by this reference made a part hereof (the "**Distribution Easement Area**" and collectively with the Access Easement Area, the "**Easement Area**").

c. Grantee shall have a non-exclusive easement and right of way across the Grantor Property and any other real property owned by Grantor in the vicinity as reasonably necessary for access, ingress and egress at any time and from time to time by Grantee to exercise Grantee's rights under this Agreement.

d. In the course of construction, installation, maintenance, repair, replacement, reconstruction, alteration, improvement, upgrade and removal of Grantee's Facilities (as defined herein), Grantee may, temporarily, (i) excavate as reasonably necessary from the Access Easement Area and adjacent to the Easement Area and (ii) utilize areas in the Access Easement Area, as well as adjacent to the Easement Area, as reasonably necessary for staging and laydown purposes; in each case so long as such excavation and utilization is limited to the least disturbance of such areas as can reasonably be achieved.

e. The easements and rights of way described in this Section 1 are sometimes collectively referred to in this Agreement as the "**Easements**".

2. Grantee shall have the right to construct, operate, use, maintain, inspect, repair, renew, replace, reconstruct, alter, improve, upgrade, and remove Grantee's Facilities (as defined herein) within the Distribution Easement Area, at any time and from time to time in Grantee's sole discretion, to the fullest extent provided in this Agreement. For the avoidance of doubt, Grantee shall also have the right to enlarge, add to, and relocate Grantee's Facilities within the Distribution Easement Area. Additionally, Grantee may, in its sole discretion, take such actions as necessary, convenient or desired for the construction, operation, regulation, control, grounding and maintenance of Grantee's Facilities, for the purpose of transmitting, distributing, regulating and controlling electric energy to be used for light, heat, power, communication, or other purposes. "**Grantee's Facilities**" shall collectively mean and include electric lines, consisting of one or more lines or towers, poles and other structures, wires, cables, including ground wires and communication circuits and/or cables, both overhead and underground, with necessary and convenient foundations, footings, conduits, pullboxes, circuit breakers, metering and associated equipment and installations, guy wires and anchors, insulators and crossarms placed on said structures and facilities, and buildings, structures and similar improvements in connection with the aforementioned facilities, and other fixtures, appliances and appurtenances connected therewith. For the avoidance of doubt, "Grantee's Facilities" shall at all times be and remain the property of Grantee (or Grantee's successors or assigns, if and to the extent applicable).

3. Grantor shall have the obligation, and Grantee shall have the right, to clear and to keep clear the Easement Area free from explosives, buildings, structures, equipment, trees, vines, brush, combustible materials and any and all other obstructions of any kind (including, without limiting the generality of the foregoing, appurtenances, fences, and the parking of automobiles, trucks or other mechanical equipment), for the following reasons: (i) as may be required by the orders of an applicable governmental body having jurisdiction thereof, (ii) as may be necessary for the economical construction, maintenance or operation of Grantee's Facilities, (iii) for

protection from fire and other hazards, (iv) for protection from interference with ingress and egress and with the unobstructed use of said easements and rights of way and every part thereof, and (v) for any and all purposes herein mentioned. In addition to the right of Grantee to remove trees from said Easement Area, Grantee shall also have the right to trim or top and to keep trimmed or topped any and all trees on the lands of Grantor within said Easement Area, and any and all trees on the lands of the Grantor adjacent to said Easement Area for a distance of 75 feet from the exterior lines of said Easement Area, to such heights as in the reasonable judgment of Grantee, its successors or assigns, shall be reasonably necessary for the proper construction, operation and maintenance of Grantee's Facilities.

4. Without limiting the generality of the Easements granted herein, Grantee shall have the right from time to time in its reasonable discretion to relocate the Easement Area to a different location on the Grantor Property; provided, however, that any such relocation shall be subject to Grantor's prior written approval; provided, further, that such approval shall not be unreasonably withheld, conditioned or delayed if such relocation would not materially interfere with Grantor's use and enjoyment of the Grantor Property or otherwise materially adversely affect the Grantor Property.

5. Notwithstanding that the Easements are non-exclusive as aforesaid, no person or entity (including, without limitation, Grantor or its agents, contractors or invitees) with any right, title or interest in or to all or any portion of the Easement Area shall use all or any portion of the Easement Area in a manner that unreasonably or adversely interferes with Grantee's use and enjoyment of the Easements or any other rights granted under this instrument.

6. Grantee shall have the right to assign or otherwise transfer all or any portion of Grantee's rights and/or interest in the Easements and this Agreement (including, without limitation, the right to apportion or divide in whatever manner Grantee reasonably deems necessary), whether by assignment, lease, sublease, subeasement, license, or any other means or manner whatsoever.

7. Grantor, or Grantor's successor or assigns, shall not deposit or permit or allow to be deposited, earth, rubbish, debris or any other substance or material, whether combustible or noncombustible, on the Easement Area, or so near thereto as to constitute, in the reasonable opinion of Grantee, its successors or permitted assigns, a menace or danger to said electric lines and communication circuits or which may in the reasonable opinion of Grantee, interfere with Grantee's ready access to said electric lines and communication circuits.

8. Grantee shall not take, authorize or direct any actions that would cause or allow, or could reasonably be expected to cause or allow, the Easement Area to be in violation of any applicable federal, state, or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions on, under, about, or affecting the Easement Area. Grantee shall not generate, manufacture, store, or dispose of on, under or about the Easement Area or transport to or from the Easement Area any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials, including without limitation any substances defined as or included in the definition of hazardous substances, hazardous wastes, hazardous materials, or toxic substances under any applicable federal or state laws or regulations (collectively referred to

hereinafter as "**Hazardous Materials**"); provided, however, "Hazardous Materials" shall not include the incidental use of substances or materials to the extent used (and in quantities) in each case in compliance with applicable law. Grantee shall promptly notify Grantor of the detection by Grantee or one of its employees, agents, contractors, vendors, or any other persons given access to the Easement Area by Grantee, of the presence in, or release to, the environment of any Hazardous Material, including but not limited to any release that must be reported pursuant to 40 C.F.R. Part 302 or 40 C.F.R. Part 355, or any applicable state law, relating to, arising out of or in connection with Grantee's possession, occupation and use of the Easement Area.

9. Grantee covenants and agrees to defend, protect, indemnify and hold harmless Grantor, and its officers, directors, employees and agents ("**Grantor Indemnitees**"), from and against any and all claims, including any action or proceedings brought thereon, and all demands, suits, causes of action, judgments, costs, losses, demands, fees, fines, damages, expenses, obligations and liabilities (including reasonable attorneys' fees actually incurred and cost of suit, litigation, arbitration and settlement) of any kind or nature whatsoever, arising from or as a result of or in any way related to, directly or indirectly (collectively, "**Claims**"), (i) Grantee's exercise of any of the rights and privileges herein granted to Grantee, including damages relating to: (a) injury or death of any person (including without limitation, the employees of Grantor Indemnitees), and (b) damage to, or loss or destruction of any property, (ii) any material breach by Grantee of this Agreement, (iii) the use of the Easements and the Easement Area by Grantee, its agents and employees and (iv) the acts or omissions of Grantee, its agents and employees on or with respect to the Easement Area or the Grantor Property; provided, however, notwithstanding anything to the contrary, in no event shall Grantee have any liability to Grantor for (i) the negligence or willful misconduct of Grantor, or its employees, agents, contractors, vendors, or any other persons given access to the Grantor Property by Grantor, (ii) pre-existing conditions affecting the Property, or (iii) Grantee's mere discovery of any information potentially having a negative impact on Grantor or the Grantor Property (including any Claims arising out of, resulting from or incurred in connection with the discovery of any Hazardous Materials on or about the Grantor Property.

10. Grantee covenants and agrees to keep or cause to be kept the Grantor Property, the Easement Area, and the improvements thereon, free and clear of and from any and all mechanics', materialmen's and other similar liens arising out of or in connection with the operations of Grantee (or any person claiming under Grantee) thereon or other activities of Grantee, or any other person claiming under Grantee, and to pay when due (or cause to be bonded) and discharged or bonded over of record any and all lawful claims upon which any such lien may or could be based, and to save and hold Grantor, and the improvements thereon, free and harmless of and from any and all such liens and any and all claims of such liens and suits or other proceedings pertaining thereto.

11. Grantee shall obtain and maintain in force the policies of insurance covering Grantee's activities on the Easement Area at all times during the term of this Agreement as described in **Exhibit D**. Grantee shall provide Grantor with certificates of insurance reflecting the required coverage upon request by Grantor.

12. It is understood and agreed that this Agreement does not convey to Grantee any right, title or interest in or to any oil, gas, petroleum or other mineral or hydrocarbon substances within the limits of the said Easement Area, or otherwise, but that Grantor and Grantor's successors and assigns, in prospecting for or developing oil, gas, petroleum or other mineral or hydrocarbon substances will do so from adjacent land and in such a manner as will not endanger or interfere with the structures and facilities erected and installed under the Easements or with the operation or maintenance of the electric lines, communication circuits, or roads described under the Easements, and will not construct, place or maintain, or permit to be constructed, placed or maintained, any oil or mud sump, derrick, drilling rig, oil storage tank or other structure of any kind whatsoever, on any portion of said Easement Area.

13. The terms, covenants and conditions of this Agreement shall bind and inure to the benefits of the successors and assigns of Grantor and the successors and permitted assigns of Grantee. Without limiting the generality of the foregoing, the provisions of this Agreement shall run with the Grantor Property, and shall both benefit and bind the owners and each successive owner of the Grantor Property during their respective periods of ownership.

14. Grantee shall pay all taxes which may be levied or assessed on Grantee's Facilities installed in the Easement Area, and Grantee further agrees to reimburse Grantor for the amount of any taxes which may be assessed against Grantor or by reason of Grantee owning Grantee's Facilities.

15. Neither Grantor nor Grantee shall take, authorize or direct any actions that would, or could reasonably be expected to, cause or allow the Easement Area to be in violation of any applicable federal, state, or local laws, ordinances or regulations. Grantee and its employees, agents, contractors, vendors, or any other persons given access to the Easement Area by Grantee shall comply with all applicable federal, state, or local laws, ordinances or regulations with respect to any of their respective activities performed with respect to the Easement Area or under rights granted under this Agreement.

16. The failure by any party to observe or perform any covenant, agreement, condition or provision of this Agreement in any material respect, if such failure continues for (i) with respect to monetary defaults, ten (10) days from the date on which a monetary obligation became due and payable or (ii) with respect to non-monetary obligations, thirty (30) days after written notice thereof from a non-defaulting party to the defaulting party or such longer time as may be reasonably required to cure such non-monetary default (provided that the defaulting party shall have commenced measures to cure such non-monetary default within such thirty (30) day period and shall thereafter diligently pursue such effort to completion) shall be a default (a "**Default**") under this Agreement. Upon a Default, any non-defaulting party shall be entitled to seek any remedy available to such Party at law or in equity, including, without limitation, injunctive relief to enjoin a violation hereof; provided however, that in no event shall Grantor be permitted to terminate this Agreement.

17. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT,

EACH PARTY (THE "**FIRST PARTY**") AGREES THAT NEITHER THE OTHER PARTY NOR SUCH OTHER PARTY'S OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS SHALL BE LIABLE TO THE FIRST PARTY OR THE FIRST PARTY'S OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FOR ANY CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING (WITHOUT LIMITATION) ANY LOSS OF ANTICIPATED REVENUES, PROFITS OR INTEREST, CLAIMS OF CUSTOMERS, LOSS BY REASON OF ANY FACILITY SHUTDOWN OR NON-OPERATION, INCREASED EXPENSE OF OPERATION OF ANY FACILITY OR EQUIPMENT, OR ANY OTHER SPECIAL OR CONSEQUENTIAL MONEY DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE.

18. Grantor and Grantee hereby mutually acknowledge and agree that each grant of easement contained herein or made pursuant hereto is or shall be an easement only and that no easement granted or to be granted pursuant to this Agreement, and no other provisions of this Agreement, shall grant, demise, transfer, or otherwise convey, or may be deemed to grant, demise, transfer, or otherwise convey, to Grantee any other right, title, or interest whatsoever in or to any portion of the Grantor Property.

19. Grantor and Grantee each agrees to execute and deliver all further documents and to take all further actions reasonably necessary or appropriate to effectuate the purposes of this Agreement.

20. Grantee agrees to comply with the following requirements: (a) Grantee shall abide and operate in accordance with generally accepted industry good and safe work practices in the conduct of all activities affecting or upon the Easement Area (including without limitation in the activities of its contractors at the Easement Area); and (b) Grantee hereby agrees that Grantor shall have the right to access the Easements at any time for the purposes of inspecting the Easement Area compliance with the terms and conditions of this Agreement, subject to such reasonable conditions as may be imposed by Grantee to protect Grantee's property and to ensure the security of Grantee's Facilities.

21. Not later than fifteen (15) days after receipt of a request for an estoppel certificate from either party to this Agreement, the other party shall provide an estoppel certificate stating that this Agreement has not been modified, or, if modified, stating the nature of the modification, and certifying that this Agreement, as modified, is in full force and effect. The estoppel certificate also shall identify any monetary or other obligations then due or unperformed and contain any additional information regarding this Agreement as may be reasonably set forth in the request.

22. All notices and other communications under this Agreement shall be in writing and shall be deemed duly given: (a) when delivered if personally delivered to the recipient; (b) on the first business day following delivery to an overnight delivery service, provided delivery is confirmed by the delivery service; and (c) on the earlier of actual receipt or three (3) days following deposit in United States registered or certified mail, postage prepaid, and return receipt requested, addressed to the Parties as set forth below. Any party may change its address for notices

by giving written notice to the other Parties in the manner set forth above.

To Parcel 1 Owner: _____
_____
_____
Attn:_____

To Parcel 2 Owner: _____
_____
_____
Attn:_____

To Parcel 4 Owner: _____
_____
_____
Attn:_____

To Easement Parcel Grantor:
_____
_____
_____
Attn:_____

To Grantee: Minnesota Power, a division of ALLETE, Inc.
30 West Superior Street
Duluth, Minnesota 55802
Attn: Real Estate Services

With a Copy To: Sheppard, Mullin, Richter and Hampton, LLP
12275 El Camino Real, Suite 200
San Diego, CA 92130-4092
Attention: Tony Toranto

23. This Agreement, including all recitals and exhibits hereto, constitutes the entire agreement between the parties with respect to the subject matter of this Agreement, and supersedes any prior or contemporaneous understandings, negotiations, representations, promises, and agreements, oral or written, by or between the Parties, with respect to the subject matter of this Agreement. No representations, inducements, promises, or agreements have been made in connection with this Agreement by any party, or anyone acting on behalf of any party, other than those expressly set forth in this Agreement.

24. This Agreement may be amended, modified or supplemented only by a written

agreement executed by Grantor and Grantee. Any failure by either party to pay, perform, observe, satisfy or comply with any obligation, covenant, condition or term in this Agreement may be expressly waived only by a written agreement executed by the non-failing party, and any such waiver shall not operate as a waiver of any subsequent failure to pay, perform, observe, satisfy or comply with the same or any other obligation, covenant, condition or term.

25. This Agreement shall be construed and enforced in accordance with the laws of the State of Minnesota.

26. If any term or provision of this Agreement is ever determined to be invalid or unenforceable for any reason, that term or provision shall be severed from this Agreement without affecting the validity or enforceability of the remainder of this Agreement.

27. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same instrument.

28. This Agreement shall become effective only when fully executed, and acknowledged and delivered by Grantor and Grantee.

29. Lessee hereby acknowledges and agrees that the Lease shall at all times be subject and subordinate in each and every respect to this Agreement, as may be amended, modified, renewed, restated and supplemented from time to time. Lessee further acknowledges and agrees that (a) although Lessee is joining in execution of this Agreement for the limited purposes described herein, it is not a party to this Agreement, (b) Lessee does not have any rights or benefits under this Agreement, and (c) the Agreement may be modified or amended at any time or from time to time, without notice to or the consent of Lessee.

[SIGNATURE PAGES FOLLOW]

EXECUTED on the date appearing in the acknowledgement below, however, to be effective as of the Effective Date.

GRANTOR:

PARCEL 1 OWNER:

CITY OF GRAND RAPIDS,
a Minnesota municipal corporation

By: _____
Name: _____
Title: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, as _____ of the City of Grand Rapids, a Minnesota municipal corporation.

WITNESS my hand and official seal.

_____
Notary Public
My commission expires:

EXECUTED on the date appearing in the acknowledgement below, however, to be effective as of the Effective Date.

GRANTOR:

PARCEL 2 OWNER:

CITY OF GRAND RAPIDS,
a Minnesota municipal corporation,
as 50% tenant in common

By: _____
Name: _____
Title: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, as _____ of the City of Grand Rapids, a Minnesota municipal corporation, as 50% tenant in common.

WITNESS my hand and official seal.

_____
Notary Public
My commission expires:

EXECUTED on the date appearing in the acknowledgement below, however, to be effective as of the Effective Date.

GRANTOR:

PARCEL 2 OWNER:

COUNTY OF ITASCA, MINNESOTA,
as 50% tenant in common

By: _____
Name: _____
Title: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, as _____ of the County of Itasca, Minnesota, as 50% tenant in common.

WITNESS my hand and official seal.

_____
Notary Public
My commission expires:

EXECUTED on the date appearing in the acknowledgement below, however, to be effective as of the Effective Date.

GRANTOR:

PARCEL 4 OWNER:

GRAND RAPIDS – ITASCA COUNTY AIRPORT COMMISSION

By: County of Itasca, Minnesota, its authorized signatory

By: _____
Name: _____
Title: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, as _____ of the County of Itasca, Minnesota, as authorized signatory for Grand Rapids – Itasca County Airport Commission.

WITNESS my hand and official seal.

_____
Notary Public
My commission expires:

EXECUTED on the date appearing in the acknowledgement below, however, to be effective as of the Effective Date.

GRANTOR:

EASEMENT PARCEL GRANTOR:

CITY OF GRAND RAPIDS,
a Minnesota municipal corporation

By: _____
Name: _____
Title: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, as _____ of the City of Grand Rapids, a Minnesota municipal corporation.

WITNESS my hand and official seal.

_____
Notary Public
My commission expires:

EXECUTED on the date appearing in the acknowledgement below, however, to be effective as of the Effective Date.

GRANTEE:

MINNESOTA POWER, a division of ALLETE, Inc., a Minnesota corporation

By: _____
Name: _____
Title: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, as _____ of Minnesota Power, a division of ALLETE, Inc., a Minnesota corporation.

WITNESS my hand and official seal.

_____
Notary Public
My commission expires:

PREPARED BY AND
WHEN RECORDED MAIL TO:
Sheppard Mullin Richter & Hampton LLP
12275 El Camino Real, Suite 200
San Diego, CA 92130-2006
Attn: Tony Toranto, Esq.

ACKNOWLEDGEMENT AND AGREEMENT

The undersigned Lessee hereby acknowledges receipt of a copy of this Agreement and agrees to the provisions set forth in Recital B. and Section 29 hereof.

EXECUTED FOR THE LIMITED PURPOSES SET FORTH HEREIN, on the date appearing in the acknowledgement below, however, to be effective as of the Effective Date.

LESSEE:

USS ITASCA CLEAN ENERGY, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, as _____ of USS Itasca Clean Energy, LLC, a Delaware limited liability company, on behalf of the company.

WITNESS my hand and official seal.

_____
Notary Public
My commission expires:

EXHIBIT A-1

Grantor Property – Parcel 1 Property

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

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

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

EXHIBIT A-2

Grantor Property – Parcel 2 Property

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

The North Quarter (N 1 /4) of the Southwest Quarter of the Northeast Quarter (SW1 /4 of NE1/4), of Section Thirty-three (33), Township Fifty-five (55) North, Range Twenty-five (25), West of the 4th P.M., LESS the East Four Hundred Ten feet (E 410') thereof; Itasca County, Minnesota.

EXHIBIT A-3

Grantor Property – Parcel 4 Property

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

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

EXHIBIT A-4

Grantor Property – Existing Easement Property

A 50.00 foot wide permanent easement for construction of street and public utilities, over, under and across the East Fifty feet (E. 50') of the Grantors above described property.

EXHIBIT B-1

Description of Access Easement

Parcel 1:

That part of the South Half of the North Half of the Southwest Quarter of the Northeast Quarter of Section 33, Township 55 North, Range 25 West, Itasca County, Minnesota, described as follows:

Commencing at the northeast corner of the Northwest Quarter of said Northeast Quarter; thence on an assigned bearing of South 01 degree 22 minutes 26 seconds East, along the east line of said Northwest Quarter of the Northeast Quarter and the said Southwest Quarter of the Northeast Quarter, 1601.16 feet; thence South 88 degrees 37 minutes 34 seconds West 83.71 feet; thence North 00 degrees 00 minutes 21 seconds West 5.87 feet; thence North 83 degrees 30 minutes 21 seconds East to the intersection with the westerly right of way line of Airport Road; thence South 83 degrees 30 minutes 21 seconds West 199.34 feet; thence southerly 60.11 feet along a tangential curve concave to the southeast having a radius of 60.00 feet and a central angle of 57 degrees 24 minutes 15 seconds to the north line of said South Half of the North Half of the Southwest Quarter of the Northeast Quarter and the POINT OF BEGINNING of the easement to be described; thence continuing southerly 35.53 feet, along the southerly extension of last described tangential curve concave to the southeast having a radius of 60.00 feet and a central angle of 33 degrees 55 minutes 45 seconds; thence South 07 degrees 49 minutes 38 seconds East 30.66 feet; thence South 82 degrees 10 minutes 22 seconds West 12.00 feet; thence North 07 degrees 49 minutes 38 seconds West 29.96 feet; thence northwesterly 40.94 feet along a tangential curve concave to the southwest having a radius of 70.00 feet and a central angle of 33 degrees 30 minutes 43 seconds to the North line of said South Half of the North Half of the Southwest Quarter of the Northeast Quarter; thence North 89 degrees 40 minutes 48 seconds East, along said north line 34.14 feet to the Point of Beginning and easement there terminating.

Parcel 2:

That part of the North Quarter of the Southwest Quarter of the Northeast Quarter of Section 33, Township 55 North, Range 25 West, Itasca County, Minnesota, described as follows:

Commencing at the northeast corner of the Northwest Quarter of said Northeast Quarter; thence on an assigned bearing of South 01 degree 22 minutes 26 seconds East, along the east line of said Northwest Quarter of the Northeast Quarter and the said Southwest Quarter of the Northeast Quarter, 1601.16 feet; thence South 88 degrees 37 minutes 34 seconds West 83.71 feet; thence North 00 degrees 00 minutes 21 seconds West 5.87 feet; thence North 83 degrees 30 minutes 21 seconds East to the intersection with the westerly right of way line of Airport Road; thence South 83 degrees 30 minutes 21 seconds West 199.34 feet; thence southerly 60.11 feet along a tangential curve concave to the southeast having a radius of 60.00 feet and a central angle of 57 degrees 24 minutes 15 seconds to the south line of said North Quarter of the Southwest Quarter of the Northeast Quarter; thence South 89 degrees 40 minutes 48 seconds West, not tangent to last said curve, 34.14 feet, along last said south line; thence northwesterly 67.38 feet along a non-tangential

curve concave to the southwest having a radius of 70.00 feet and a central angle of 55 degrees 09 minutes 18 seconds; thence South 83 degrees 30 minutes 21 seconds West, tangent to last said curve 19.62 feet to the west line of the East 410.00 feet of said North Quarter of the Southwest Quarter of the Northeast Quarter and the POINT OF BEGINNING of the easement to be described; thence South 83 degrees 30 minutes 21 seconds West 71.18 feet; thence North 06 degrees 29 minutes 39 seconds West 26.00 feet; thence North 83 degrees 30 minutes 21 seconds East 73.51 feet to said West line of the East 410.00 feet; thence South 01 degrees 22 minutes 26 seconds East, along last said west line 26.10 feet to the Point of Beginning and there terminating.

Parcel 4:

That part of the North Quarter of the Southwest Quarter of the Northeast Quarter of Section 33, Township 55 North, Range 25 West, Itasca County, Minnesota, described as follows:

Commencing at the northeast corner of the Northwest Quarter of said Northeast Quarter; thence on an assigned bearing of South 01 degree 22 minutes 26 seconds East, along the east line of said Northwest Quarter of the Northeast Quarter and the said Southwest Quarter of the Northeast Quarter, 1601.16 feet; thence South 88 degrees 37 minutes 34 seconds West 83.71 feet; thence North 00 degrees 00 minutes 21 seconds West 5.87 feet; thence North 83 degrees 30 minutes 21 seconds East to the intersection with the westerly right of way line of Airport Road and the POINT OF BEGINNING of the easement to be described; thence South 83 degrees 30 minutes 21 seconds West 199.34 feet; thence southerly 60.11 feet along a tangential curve concave to the southeast having a radius of 60.00 feet and a central angle of 57 degrees 24 minutes 15 seconds to the south line of said North Quarter of the Southwest Quarter of the Northeast Quarter; thence South 89 degrees 40 minutes 48 seconds West, not tangent to last said curve, 34.14 feet, along last said south line; thence northwesterly 67.38 feet along a non-tangential curve concave to the southwest having a radius of 70.00 feet and a central angle of 55 degrees 09 minutes 18 seconds; thence South 83 degrees 30 minutes 21 seconds West, tangent to last said curve 19.62 feet to the west line of the East 410.00 feet of said North Quarter of the Southwest Quarter of the Northeast Quarter; thence North 01 degrees 22 minutes 26 seconds West 26.10 feet, along last said west line; thence North 83 degrees 30 minutes 21 seconds East 361.44 feet to the westerly right of way line of Airport Road; thence South 01 degrees 22 minutes 26 seconds East, along said westerly right of way line 32.13 feet to the Point of Beginning and there terminating.

Existing Easement:

A 50.00 foot wide permanent easement for construction of street and public utilities, over, under and across the East Fifty feet (E. 50') of the Grantors above described property.

EXHIBIT B-2

Depiction of Access Easement

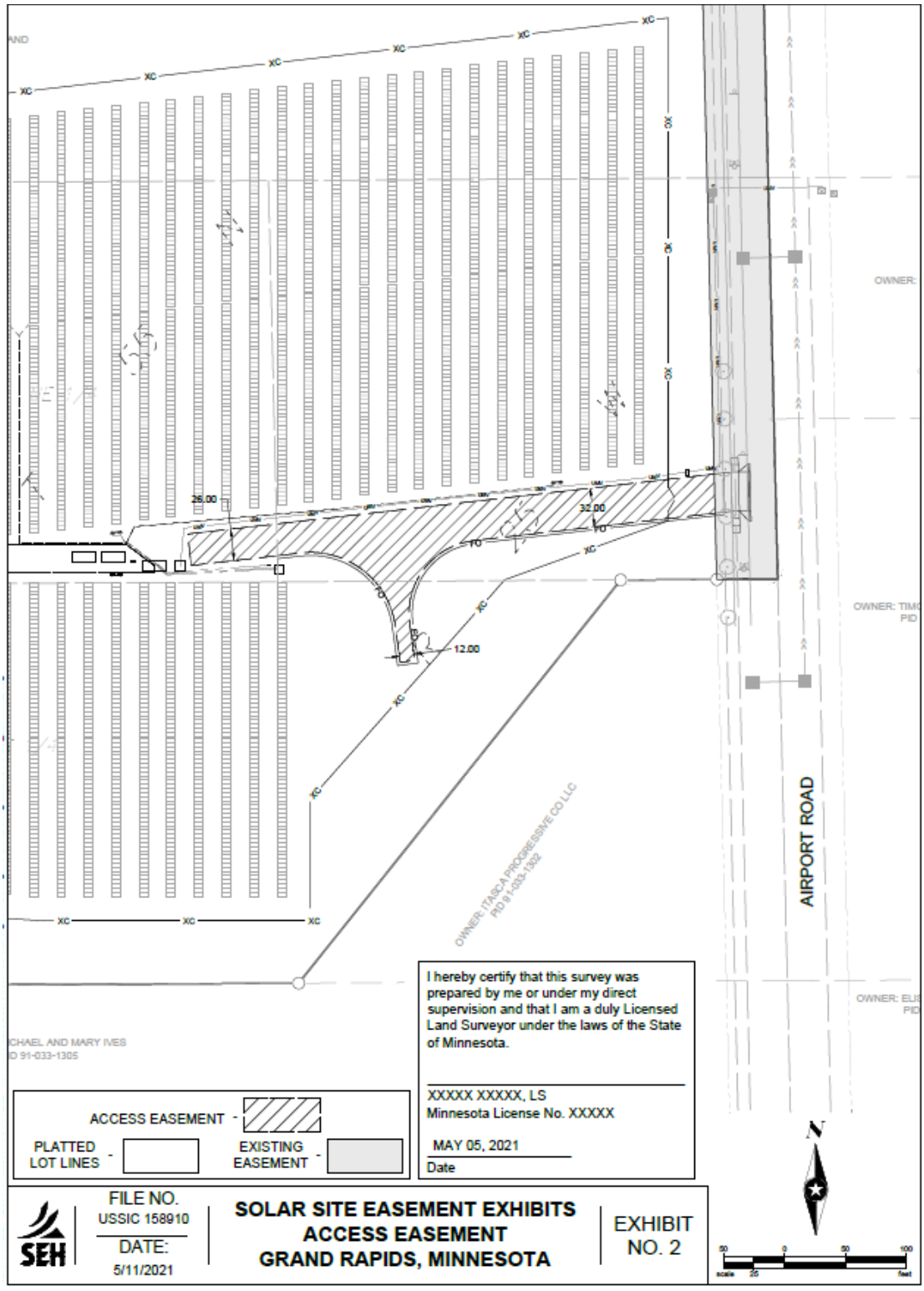


EXHIBIT C-1

Description of Distribution Easement

Parcel 1:

That part of the South Half of the North Half of the Southwest Quarter of the Northeast Quarter of Section 33, Township 55 North, Range 25 West, Itasca County, Minnesota, which lies within 10.00 feet of and left of the following described line:

Commencing at the northeast corner of the Northwest Quarter of said Northeast Quarter; thence on an assigned bearing of South 01 degree 22 minutes 26 seconds East, along the east line of said Northwest Quarter of the Northeast Quarter and the said Southwest Quarter of the Northeast Quarter, 1601.16 feet; thence South 88 degrees 37 minutes 34 seconds West 83.71 feet; thence North 00 degrees 00 minutes 21 seconds West 8.78 feet; thence North 83 degrees 22 minutes 03 seconds East 33.64 feet to the westerly right of way line of Airport Road; thence South 83 degrees 22 minutes 03 West 199.76 feet; thence southerly 63.70 feet along a tangential curve concave to the southeast having a radius of 62.50 feet and a central angle of 58 degrees 23 minutes 57 seconds to the south line of said South Half of the North Half of the Southwest Quarter of the Northeast Quarter and the POINT OF BEGINNING of the line to be described; thence continuing 35.77 feet along the extension of said tangential curve concave to the southeast having a radius of 62.50 feet and a central angle of 32 degrees 47 minutes 45 seconds; thence South 07 degrees 49 minutes 38 seconds West 28.16 feet; thence South 82 degrees 10 minutes 22 seconds West 7.04 feet; thence North 07 degrees 45 minutes 03 seconds West 27.46 feet; thence 40.26 feet along a tangential curve concave to the southwest having a radius of 72.50 feet and a central angle of 31 degrees 49 minutes 03 seconds to the north line of said South Half of the North Half of the Southwest Quarter of the Northeast Quarter and line there terminating.

The sidelines of said easement are to be lengthened or shortened to terminate on the North line of said South Half of the North Half of the Southwest Quarter of the Northeast Quarter.

Parcel 2:

That part of the North Quarter of the Southwest Quarter of the Northeast Quarter of Section 33, Township 55 North, Range 25 West, Itasca County, Minnesota, described as follows:
Commencing at the northeast corner of the Northwest Quarter of said Northeast Quarter; thence on an assigned bearing of South 01 degree 22 minutes 26 seconds East, along the east line of said Northwest Quarter of the Northeast Quarter and the said Southwest Quarter of the Northeast Quarter, 1601.16 feet; thence South 88 degrees 37 minutes 34 seconds West 83.71 feet; thence North 00 degrees 00 minutes 21 seconds West 8.78 feet; thence North 83 degrees 22 minutes 03 seconds East 33.64 feet to the westerly right of way line of Airport Road; thence North 01 degrees 22 minutes 26 seconds West, along last said right of way line 28.98 feet; thence South 81 degrees 52 minutes 18 seconds West 15.90 feet; thence South 00 degrees 00 minutes 00 seconds East 3.79 feet; thence North 90 degrees 00 minutes 00 seconds West 13.06 feet; thence North 00 degrees 00 minutes 00 seconds East 1.93 feet; thence South 81 degrees 52 minutes 18 seconds West 21.96 feet; thence South 83 degrees 59 minutes 39 seconds West 183.74 feet; thence South 83 degrees

33 minutes 33 seconds West 126.67 feet to the west line of the East 410.00 feet of said North Quarter of the Southwest Quarter of the Northeast Quarter to the POINT OF BEGINNING of the easement to be described; thence North 01 degrees 22 minutes 26 seconds West, along last said west line 10.04 feet; thence South 83 degrees 33 minutes 33 seconds West 81.09 feet; thence South 5 degrees 07 minutes 41 seconds West 26.94 feet; thence North 90 degrees 00 minutes 00 seconds West 31.82 feet; thence South 00 degrees 00 minutes 00 seconds East 17.50 feet; thence North 90 degrees 00 minutes 00 seconds East 18.93 feet; thence South 46 degrees 37 minutes 11 seconds East 5.35 feet; thence North 86 degrees 48 minutes 37 seconds East 84.48 feet; thence South 00 degrees 00 minutes 00 seconds East 5.03 feet; thence North 90 degrees 00 minutes 00 seconds East 9.01 feet to the west line of said East 410.00 feet; thence North 01 degrees 22 minutes 26 seconds West along last said west line 23.74 feet; thence South 83 degrees 30 minutes 21 seconds West 4.96 feet; thence South 00 degrees 38 minutes 36 seconds East 3.17 feet; thence North 90 degrees 00 minutes 00 seconds West 3.55 feet; thence South 00 degrees 00 minutes 00 seconds East 1.69 feet; thence South 85 degrees 52 minutes 23 seconds West 66.20 feet; thence North 05 degrees 07 minutes 41 seconds East 25.87 feet; thence North 83 degrees 33 minutes 33 seconds East 72.05 feet to the Point of Beginning and there said easement terminating.

The sidelines of said easement are to be lengthened or shortened to terminate on the said west line of the East 410.00 feet of the North Quarter of the Southwest Quarter of the Northeast Quarter.

Parcel 4:

That part of the North Quarter of the Southwest Quarter of the Northeast Quarter of Section 33, Township 55 North, Range 25 West, Itasca County, Minnesota, which lies within 10.00 feet of and southerly of the following described line:

Commencing at the northeast corner of the Northwest Quarter of said Northeast Quarter; thence on an assigned bearing of South 01 degree 22 minutes 26 seconds East, along the east line of said Northwest Quarter of the Northeast Quarter and the said Southwest Quarter of the Northeast Quarter, 1601.16 feet; thence South 88 degrees 37 minutes 34 seconds West 83.71 feet; thence North 00 degrees 00 minutes 21 seconds West 8.78 feet; thence North 83 degrees 22 minutes 03 seconds East 33.64 feet to the westerly right of way line of Airport Road and the POINT OF BEGINNING of the line to be described; thence South 83 degrees 22 minutes 03 West 199.76 feet; thence southerly 63.70 feet along a tangential curve concave to the southeast having a radius of 62.50 feet and a central angle of 58 degrees 23 minutes 57 seconds to the south line of said North Quarter of the Southwest Quarter of the Northeast Quarter and there terminating.

The side lines of said easement are to be lengthened or shortened to terminating on the westerly right of way line of Airport Road and the south line of the North Quarter of the Southwest Quarter of the Northeast Quarter.

Together with

That part of the North Quarter of the Southwest Quarter of the Northeast Quarter of Section 33, Township 55 North, Range 25 West, Itasca County, Minnesota, described as follows:

Commencing at the northeast corner of the Northwest Quarter of said Northeast Quarter; thence on an assigned bearing of South 01 degree 22 minutes 26 seconds East, along the east line of said Northwest Quarter of the Northeast Quarter and the said Southwest Quarter of the Northeast Quarter, 1601.16 feet; thence South 88 degrees 37 minutes 34 seconds West 83.71 feet to the POINT OF BEGINNING of the easement to be described; thence North 00 degrees 00 minutes 21 seconds West 8.78 feet; thence North 83 degrees 22 minutes 03 seconds East 33.64 feet to the westerly right of way line of Airport Road; thence North 01 degrees 22 minutes 26 seconds West, along last said right of way line 28.98 feet; thence South 81 degrees 52 minutes 18 seconds West 15.90 feet; thence South 00 degrees 00 minutes 00 seconds East 3.79 feet; thence North 90 degrees 00 minutes 00 seconds West 13.06 feet; thence North 00 degrees 00 minutes 00 seconds East 1.93 feet; thence South 81 degrees 52 minutes 18 seconds West 21.96 feet; thence South 83 degrees 59 minutes 39 seconds West 183.74 feet; thence South 83 degrees 33 minutes 33 seconds West 126.67 feet to the west line of the East 410.00 feet of said North Quarter of the Southwest Quarter of the Northeast Quarter; thence North 01 degrees 22 minutes 26 seconds West, along last said west line 10.04 feet; thence North 83 degrees 33 minutes 33 seconds East 125.82 feet; thence North 83 degrees 59 minutes 39 seconds East 183.59 feet; thence North 81 degrees 52 minutes 18 seconds East 23.20 feet; thence North 00 degrees 00 minutes 00 seconds East 2.97 feet; thence North 90 degrees 00 minutes 00 seconds East 13.06 feet; thence South 00 degrees 00 minutes 00 seconds East 1.11 feet; thence North 81 degrees 52 minutes 18 seconds East 15.65 feet to said westerly right of way line of Airport Road; thence South 01 degrees 22 minutes 26 seconds East, along last said right of way line, 10.07 feet to the Point of Beginning and easement there terminating.

Together With

That part of the North Quarter of the Southwest Quarter of the Northeast Quarter of Section 33, Township 55 North, Range 25 West, Itasca County, Minnesota, described as follows:

Commencing at the northeast corner of the Northwest Quarter of said Northeast Quarter; thence on an assigned bearing of South 01 degree 22 minutes 26 seconds East, along the east line of said Northwest Quarter of the Northeast Quarter and the said Southwest Quarter of the Northeast Quarter, 1601.16 feet; thence South 88 degrees 37 minutes 34 seconds West 83.71 feet; thence North 00 degrees 00 minutes 21 seconds West 8.78 feet; thence North 83 degrees 22 minutes 03 seconds East 33.64 feet to the westerly right of way line of Airport Road; thence South 83 degrees 22 minutes 03 West 199.76 feet; thence southerly 99.48 feet along a tangential curve concave to the southeast having a radius of 62.50 feet and a central angle of 91 degrees 11 minutes 42 seconds; thence South 07 degrees 49 minutes 38 seconds East 28.16 feet; thence South 82 degrees 10 minutes 22 seconds West 7.04 feet; thence North 07 degrees 45 minutes 03 seconds West 27.46 feet; thence northwesterly 40.26 feet along a tangential curve concave to the southwest having a radius of 72.50 feet and a central angle of 31 degrees 49 minutes 03 seconds to the south line of said North Quarter of the Southwest Quarter of the Northeast Quarter and the POINT OF BEGINNING of the easement to be described; thence continuing northwesterly 71.94 feet along the extension of last described tangential curve concave to the southwest having a radius of 72.50 feet and a central angle of 56 degrees 51 minutes 07 seconds; thence South 83 degrees 30 minutes 21 seconds West 19.40 feet to the west line of the East 410.00 feet of said North Quarter of the Southwest Quarter of the Northeast Quarter; thence South 01 degrees 22 minutes 26 seconds East, along last said west line 23.74 feet; thence North 90 degrees 00 minutes 00 seconds East 10.99

feet; thence North 00 degrees 00 minutes 00 seconds East 14.99 feet; thence North 83 degrees 30 minutes 21 seconds East 8.90 feet; thence southerly 53.30 feet along a tangential curve concave to the southwest having a radius of 62.50 feet and a central angle of 48 degrees 51 minutes 40 seconds to the south line of said North Quarter of the Southwest Quarter of the Northeast Quarter; thence North 89 degrees 40 minutes 48 seconds East, along last said south line 13.71 feet to the Point of Beginning and there terminating.

Existing Easement:

A 50.00 foot wide permanent easement for construction of street and public utilities, over, under and across the East Fifty feet (E. 50') of the Grantors above described property.

EXHIBIT C-2

Depiction of Distribution Easement

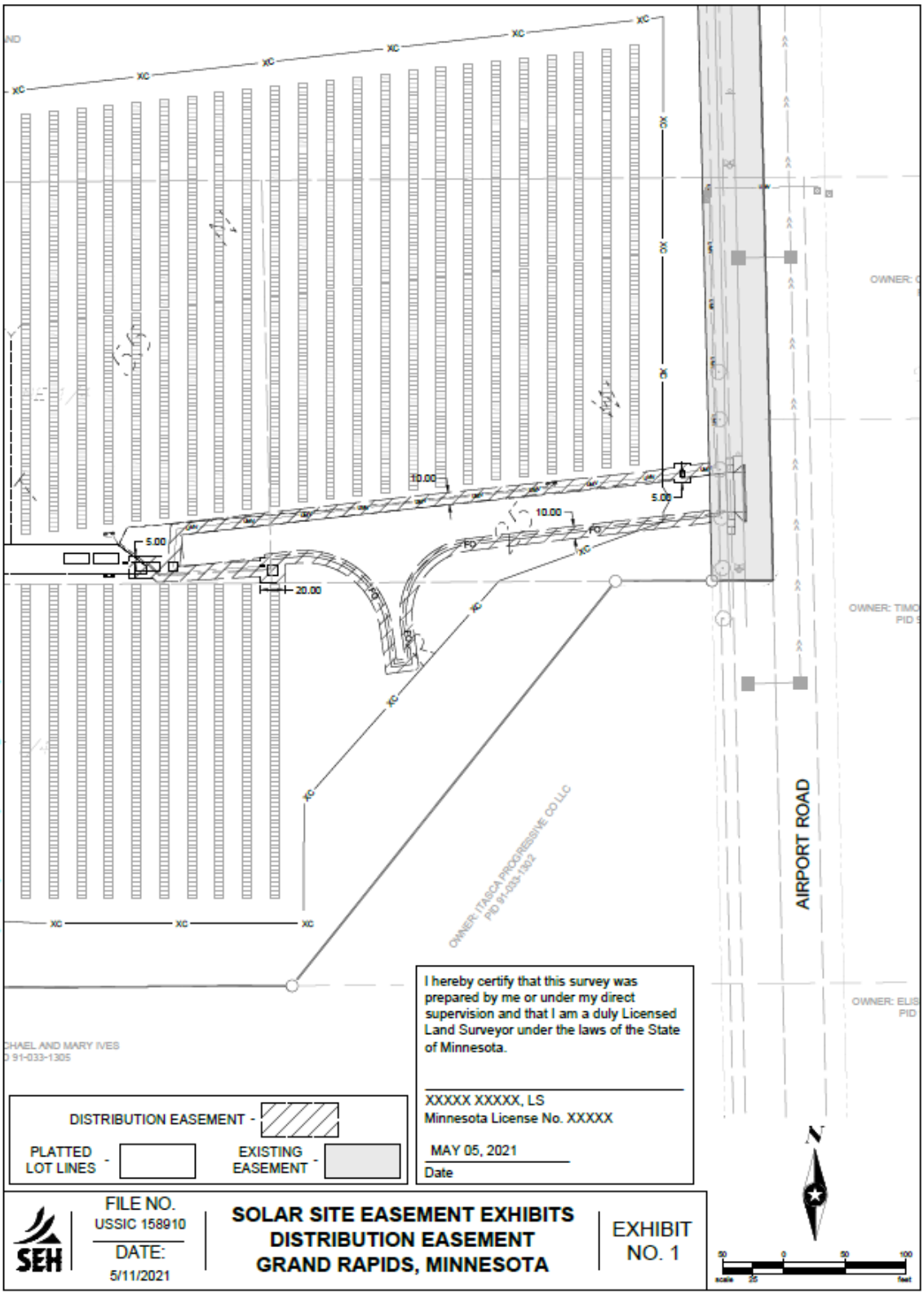


EXHIBIT D

Insurance Requirements

Compensation Insurance in compliance with the statutory requirements of the state of operation, and Employer's Liability Insurance in the amount of $1,000,000 each accident/disease/policy limit. Grantee shall be allowed to self-insure its Workers' Compensation obligation if it is an approved self-insurer in the state where the Grantee's Facilities are located.

Commercial General Liability Insurance including Contractual Liability Coverage, covering liability assumed under this Agreement, Products/Completed Operations Coverage, Broad Form Property Liability Coverage, and Personal Injury Coverage in the amount of $2,000,000 combined single limit for Bodily Injury and Property Damage and a $4,000,000 general aggregate limit. This requirement may be satisfied through self-insurance, an excess liability or umbrella liability policy or any combination of the forgoing.

Commercial Automobile Liability Insurance covering all owned, hired, leased, and non-owned vehicles, for Bodily Injury Liability and Property damage, a combined single limit of not less than $1,000,000. This requirement may be satisfied through self-insurance, an excess liability or umbrella liability policy or any combination of the forgoing.

Excess Liability Coverage with limits of not less than $5,000,000 each occurrence, and applying excess of the primary Commercial General Liability, Auto Liability and Employers Liability policies. Coverage shall be on a form that is at least as broad as the underlying policies it follows.

(a) Grantee's insurance policies, excluding Workers Compensation, shall include Grantor as an additional insured as its interests may appear under this Agreement. All of Grantee's policies of insurance shall be primary insurance and non-contributing with any other insurance maintained by Grantor and shall provide for a Waiver of Subrogation in favor of Grantor. Upon receipt from its insurer, Grantee will use its best efforts to provide Grantor with thirty (30) days' prior Notice of cancellation. Grantee shall provide Grantor with Certificates of Insurance issued to Grantee evidencing coverage currently in effect upon execution of this Agreement, and within thirty (30) days after each of Grantee's policy renewals thereafter for the duration of this Agreement.

(b) Grantee shall be fully responsible for any deductible or self-insured retention amounts contained in its insurance program or for any deficiencies in the amounts of insurance maintained.

(c) Liability coverage limits may be satisfied through a combination of both primary and or excess liability or umbrella liability limits.

GRANT OF EASEMENT

Property ID: 91-033-1309 (Parcel No. 1)
91-033-1306 (Parcel No. 2)
91-033-1301 (Parcel No. 4)

THIS GRANT OF EASEMENT (the "**Agreement**") is made as of _____, 2021 (the "**Effective Date**"), by and between (i) as to the Parcel 1 Property (as defined herein), the City of Grand Rapids, a Minnesota municipal corporation ("**Parcel 1 Owner**"), (ii) as to the Parcel 2 Property (as defined herein), the City of Grand Rapids, a Minnesota municipal corporation, and County of Itasca, Minnesota, as equal tenants in common (collectively, "**Parcel 2 Owner**"), (iii) as to the Parcel 4 Property (as defined herein), the Grand Rapids – Itasca County Airport Commission ("**Parcel 4 Owner**"), and (iv) as grantee under that certain Existing Easement Property (as defined herein), the City of Grand Rapids, a Minnesota municipal corporation ("**Easement Parcel Grantor**") (Parcel 1 Owner, Parcel 2 Owner, Parcel 4 Owner, and Easement Parcel Grantor, individually and collectively referred to as "**Grantor**") and Minnesota Power, a division of ALLETE, Inc., a Minnesota corporation ("**Grantee**"), with reference to the facts set forth below.

RECITALS:

A. Parcel 1 Owner is the fee simple owner of that certain real property located in the County of Itasca, Minnesota, more particularly described on **Exhibit A-1** attached hereto and incorporated herein (the "**Parcel 1 Property**"). Parcel 2 Owner is the fee simple owner of that certain real property located in the County of Itasca, Minnesota, more particularly described on **Exhibit A-2** attached hereto and incorporated herein (the "**Parcel 2 Property**"). Parcel 4 Owner is the fee simple owner of that certain real property located in the County of Itasca, Minnesota, more particularly described on **Exhibit A-3** attached hereto and incorporated herein (the "**Parcel 4 Property**"). Easement Parcel Grantor is the grantee under that certain Permanent Easement and Temporary Easement dated January 29, 2009 and recorded July 31, 2009, by and between Armas Yuhala and Karen Yuhala, husband and wife, as grantor thereunder, and the Easement Parcel Grantor, as grantee thereunder, as more particularly described in **Exhibit A-4** attached hereto and incorporated herein (the "**Existing Easement Property**"). (Parcel 1 Property, Parcel 2 Property, Parcel 4 Property, and Existing Easement, individually and collectively referred to as "**Grantor**

Property"). Notwithstanding that Grantor and Grantee acknowledge and agree that the Existing Easement Property is considered a "utility easement" as defined in Section 238.35 of the Minnesota Statutes and any similar successor statute allowing Grantee to utilize existing easements deeded to the public or any political subdivision for general or utility purposes, Easement Parcel Grantor joins in this Agreement in the event such statute (or any similar successor statute) is repealed, withdrawn or no longer of any force or effect.

B. Grantor and Grantee acknowledge and agree that Parcel 1 Property, Parcel 2 Property and Parcel 4 Property (the "**Easement Fee Parcels**") are subject to that certain Option to Lease, Lease and Solar Easement dated February 23, 2021 (as may be amended, modified, renewed, restated and supplemented, the "**Lease**"), by and between (i) Parcel 1 Owner, Parcel 2 Owner and Parcel 4 Owner, as lessors of the Easement Fee Parcels and (ii) the Grand Rapids/Itasca County Joint Airport Commission, as lessor as to a separate fee parcel not subject to this Agreement (collectively with (i) hereof, and as amended and/or assigned, "**Lessor**"), and USS Itasca Clean Energy LLC, as lessee thereunder ("**Lessee**"), as evidenced by that certain Memorandum of Lease and Solar Easement entered into by and between Lessor and Lessee, dated as of even date therewith, and recorded on March 31, 2021 in the Office of the County Recorder of Itasca, Minnesota, as Document Number A000750583 (as may be amended, modified, renewed, restated and supplemented from time to time). Pursuant to the Lease, Lessee is granted certain rights and easements in, on, over, under and across the Easement Fee Parcels. By execution hereof, Lessee hereby agrees that its rights, easements, and any and all other interest in and to the Easement Fee Parcels as granted under the Lease shall be at all times subject and subordinate to this Agreement.

C. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee desire to enter into this Agreement, as more particularly described below.

WITNESSETH:

1. Grantor, for a valuable consideration, paid by Grantee, receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys unto said Grantee, the following non-exclusive easements during the Term (as defined in Section 2), as follows:

a. Grantee shall have a non-exclusive easement and right of way for purposes of vehicular and pedestrian access, ingress and egress in, under, on, over and across that certain area of land described on **Exhibit B-1** and depicted on **Exhibit B-2**, each attached hereto and by this reference made a part hereof (the "**Access Easement Area**"). The easement and right of way granted herein shall include, without limitation, the construction, maintenance, inspection, operation, use, repair, reconstruction, replacement, alteration, improvement and/or removal (as determined in Grantee's sole discretion) of a road and/or driveway on, over and across the Access Easement Area.

b. Grantee shall have a non-exclusive easement and right of way for purposes

related to Grantee's Facilities (as defined and more particularly set forth herein), in, under, on, over and across that certain area of land described on **Exhibit C-1** and depicted on **Exhibit C-2**, each attached hereto and by this reference made a part hereof (the "**Distribution Easement Area**" and collectively with the Access Easement Area, the "**Easement Area**").

c. Grantee shall have a non-exclusive easement and right of way across the Grantor Property and any other real property owned by Grantor in the vicinity as reasonably necessary for access, ingress and egress at any time and from time to time by Grantee to exercise Grantee's rights under this Agreement.

d. In the course of construction, installation, maintenance, repair, replacement, reconstruction, alteration, improvement, upgrade and removal of Grantee's Facilities (as defined herein), Grantee may, temporarily, (i) excavate as reasonably necessary from the Access Easement Area and adjacent to the Easement Area and (ii) utilize areas in the Access Easement Area, as well as adjacent to the Easement Area, as reasonably necessary for staging and laydown purposes; in each case so long as such excavation and utilization is limited to the least disturbance of such areas as can reasonably be achieved.

e. The easements and rights of way described in this Section 1 are sometimes collectively referred to in this Agreement as the "**Easements**".

2. Unless Grantor and Grantee otherwise mutually extend this Agreement, the term of this Agreement (the "**Term**") shall commence upon the Effective Date and shall terminate in the event that the solar Facility (as defined in and contemplated under the Lease) (i) is removed and is not replaced with a similar or other solar Facility or (ii) becomes permanently inoperable for Solar Energy Purposes (as defined in the Lease) and is not repaired or replaced such that it becomes operable for Solar Energy Purposes or such that a similar or other solar Facility becomes operable for Solar Energy Purposes. Grantor shall provide Grantee with thirty (30) days' prior written notice of the date of such expiration or earlier termination of the Lease. Grantee shall remove Grantee's Facilities (as defined below) within twelve (12) months following expiration of the Term. During such twelve (12) month period, Grantor shall provide Grantee with reasonable access to Grantee's Facilities to perform such removal obligations.

3. Grantee shall have the right to construct, operate, use, maintain, inspect, repair, renew, replace, reconstruct, alter, improve, upgrade, and remove Grantee's Facilities (as defined herein) located within the Distribution Easement Area, at any time and from time to time in Grantee's sole discretion, to the fullest extent provided in this Agreement. For the avoidance of doubt, Grantee shall also have the right to enlarge, add to, and relocate Grantee's Facilities within the Distribution Easement Area. Additionally, Grantee may, in its sole discretion, take such actions as necessary, convenient or desired for the construction, operation, regulation, control, grounding and maintenance of Grantee's Facilities, for the purpose of transmitting, distributing, regulating and controlling electric energy to be used for light, heat, power, communication, or other purposes. "**Grantee's Facilities**" shall collectively mean and include electric lines, consisting of one or more lines or towers, poles and other structures, wires, cables, including ground wires and communication circuits and/or cables, both overhead and underground, with necessary and convenient foundations, footings, conduits, pullboxes, circuit breakers, metering and associated equipment and installations, guy wires and anchors, insulators and crossarms

placed on said structures and facilities, and buildings, structures and similar improvements in connection with the aforementioned facilities, and other fixtures, appliances and appurtenances connected therewith. For the avoidance of doubt, "Grantee's Facilities" shall at all times be and remain the property of Grantee (or Grantee's successors or assigns, if and to the extent applicable).

4. Grantor shall have the obligation, and Grantee shall have the right, to clear and to keep clear the Easement Area free from explosives, buildings, structures, equipment, trees, vines, brush, combustible materials and any and all other obstructions of any kind (including, without limiting the generality of the foregoing, appurtenances, fences, and the parking of automobiles, trucks or other mechanical equipment), for the following reasons: (i) as may be required by the orders of an applicable governmental body having jurisdiction thereof, (ii) as may be necessary for the economical construction, maintenance or operation of Grantee's Facilities, (iii) for protection from fire and other hazards, (iv) for protection from interference with ingress and egress and with the unobstructed use of said easements and rights of way and every part thereof, and (v) for any and all purposes herein mentioned. In addition to the right of Grantee to remove trees from said Easement Area, Grantee shall also have the right to trim or top and to keep trimmed or topped any and all trees on the lands of Grantor within said Easement Area, and any and all trees on the lands of the Grantor adjacent to said Easement Area for a distance of 75 feet from the exterior lines of said Easement Area, to such heights as in the reasonable judgment of Grantee, its successors or assigns, shall be reasonably necessary for the proper construction, operation and maintenance of Grantee's Facilities.

5. Without limiting the generality of the Easements granted herein, Grantee shall have the right from time to time in its reasonable discretion to relocate the Easement Area to a different location on the Grantor Property; provided, however, that any such relocation shall be subject to Grantor's prior written approval; provided, further, that such approval shall not be unreasonably withheld, conditioned or delayed if such relocation would not materially interfere with Grantor's use and enjoyment of the Grantor Property or otherwise materially adversely affect the Grantor Property.

6. Notwithstanding that the Easements are non-exclusive as aforesaid, no person or entity (including, without limitation, Grantor or its agents, contractors or invitees) with any right, title or interest in or to all or any portion of the Easement Area shall use all or any portion of the Easement Area in a manner that unreasonably or adversely interferes with Grantee's use and enjoyment of the Easements or any other rights granted under this instrument.

7. Grantee shall have the right to assign or otherwise transfer all or any portion of Grantee's rights and/or interest in the Easements and this Agreement (including, without limitation, the right to apportion or divide in whatever manner Grantee reasonably deems necessary), whether by assignment, lease, sublease, subeasement, license, or any other means or manner whatsoever.

8. Grantor, or Grantor's successor or assigns, shall not deposit or permit or allow to be deposited, earth, rubbish, debris or any other substance or material, whether combustible or noncombustible, on the Easement Area, or so near thereto as to constitute, in the reasonable opinion of Grantee, its successors or permitted assigns, a menace or danger to said electric lines

and communication circuits or which may in the reasonable opinion of Grantee, interfere with Grantee's ready access to said electric lines and communication circuits.

9. Grantee shall not take, authorize or direct any actions that would cause or allow, or could reasonably be expected to cause or allow, the Easement Area to be in violation of any applicable federal, state, or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions on, under, about, or affecting the Easement Area. Grantee shall not generate, manufacture, store, or dispose of on, under or about the Easement Area or transport to or from the Easement Area any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials, including without limitation any substances defined as or included in the definition of hazardous substances, hazardous wastes, hazardous materials, or toxic substances under any applicable federal or state laws or regulations (collectively referred to hereinafter as "**Hazardous Materials**"); provided, however, "Hazardous Materials" shall not include the incidental use of substances or materials to the extent used (and in quantities) in each case in compliance with applicable law. Grantee shall promptly notify Grantor of the detection by Grantee or one of its employees, agents, contractors, vendors, or any other persons given access to the Easement Area by Grantee, of the presence in, or release to, the environment of any Hazardous Material, including but not limited to any release that must be reported pursuant to 40 C.F.R. Part 302 or 40 C.F.R. Part 355, or any applicable state law, relating to, arising out of or in connection with Grantee's possession, occupation and use of the Easement Area.

10. Grantee covenants and agrees to defend, protect, indemnify and hold harmless Grantor, and its officers, directors, employees and agents ("**Grantor Indemnitees**"), from and against any and all claims, including any action or proceedings brought thereon, and all demands, suits, causes of action, judgments, costs, losses, demands, fees, fines, damages, expenses, obligations and liabilities (including reasonable attorneys' fees actually incurred and cost of suit, litigation, arbitration and settlement) of any kind or nature whatsoever, arising from or as a result of or in any way related to, directly or indirectly (collectively, "**Claims**"), (i) Grantee's exercise of any of the rights and privileges herein granted to Grantee, including damages relating to: (a) injury or death of any person (including without limitation, the employees of Grantor Indemnitees), and (b) damage to, or loss or destruction of any property, (ii) any material breach by Grantee of this Agreement, (iii) the use of the Easements and the Easement Area by Grantee, its agents and employees and (iv) the acts or omissions of Grantee, its agents and employees on or with respect to the Easement Area or the Grantor Property; provided, however, notwithstanding anything to the contrary, in no event shall Grantee have any liability to Grantor for (i) the negligence or willful misconduct of Grantor, or its employees, agents, contractors, vendors, or any other persons given access to the Grantor Property by Grantor, (ii) pre-existing conditions affecting the Property, or (iii) Grantee's mere discovery of any information potentially having a negative impact on Grantor or the Grantor Property (including any Claims arising out of, resulting from or incurred in connection with the discovery of any Hazardous Materials on or about the Grantor Property.

11. Grantee covenants and agrees to keep or cause to be kept the Grantor Property, the Easement Area, and the improvements thereon, free and clear of and from any and all mechanics', materialmen's and other similar liens arising out of or in connection with the

operations of Grantee (or any person claiming under Grantee) thereon or other activities of Grantee, or any other person claiming under Grantee, and to pay when due (or cause to be bonded) and discharged or bonded over of record any and all lawful claims upon which any such lien may or could be based, and to save and hold Grantor, and the improvements thereon, free and harmless of and from any and all such liens and any and all claims of such liens and suits or other proceedings pertaining thereto.

12. Grantee shall obtain and maintain in force the policies of insurance covering Grantee's activities on the Easement Area at all times during the term of this Agreement as described in **Exhibit D**. Grantee shall provide Grantor with certificates of insurance reflecting the required coverage upon request by Grantor.

13. It is understood and agreed that this Agreement does not convey to Grantee any right, title or interest in or to any oil, gas, petroleum or other mineral or hydrocarbon substances within the limits of the said Easement Area, or otherwise, but that Grantor and Grantor's successors and assigns, in prospecting for or developing oil, gas, petroleum or other mineral or hydrocarbon substances will do so from adjacent land and in such a manner as will not endanger or interfere with the structures and facilities erected and installed under the Easements or with the operation or maintenance of the electric lines, communication circuits, or roads described under the Easements, and will not construct, place or maintain, or permit to be constructed, placed or maintained, any oil or mud sump, derrick, drilling rig, oil storage tank or other structure of any kind whatsoever, on any portion of said Easement Area.

14. The terms, covenants and conditions of this Agreement shall bind and inure to the benefits of the successors and assigns of Grantor and the successors and permitted assigns of Grantee. Without limiting the generality of the foregoing, the provisions of this Agreement shall run with the Grantor Property, and shall both benefit and bind the owners and each successive owner of the Grantor Property during their respective periods of ownership.

15. Grantee shall pay all taxes which may be levied or assessed on Grantee's Facilities installed in the Easement Area, and Grantee further agrees to reimburse Grantor for the amount of any taxes which may be assessed against Grantor or by reason of Grantee owning Grantee's Facilities.

16. Neither Grantor nor Grantee shall take, authorize or direct any actions that would, or could reasonably be expected to, cause or allow the Easement Area to be in violation of any applicable federal, state, or local laws, ordinances or regulations. Grantee and its employees, agents, contractors, vendors, or any other persons given access to the Easement Area by Grantee shall comply with all applicable federal, state, or local laws, ordinances or regulations with respect to any of their respective activities performed with respect to the Easement Area or under rights granted under this Agreement.

17. The failure by any party to observe or perform any covenant, agreement, condition or provision of this Agreement in any material respect, if such failure continues for (i) with respect

to monetary defaults, ten (10) days from the date on which a monetary obligation became due and payable or (ii) with respect to non-monetary obligations, thirty (30) days after written notice thereof from a non-defaulting party to the defaulting party or such longer time as may be reasonably required to cure such non-monetary default (provided that the defaulting party shall have commenced measures to cure such non-monetary default within such thirty (30) day period and shall thereafter diligently pursue such effort to completion) shall be a default (a "**Default**") under this Agreement. Upon a Default, any non-defaulting party shall be entitled to seek any remedy available to such Party at law or in equity, including, without limitation, injunctive relief to enjoin a violation hereof; provided however, that in no event shall Grantor be permitted to terminate this Agreement.

18. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EACH PARTY (THE "**FIRST PARTY**") AGREES THAT NEITHER THE OTHER PARTY NOR SUCH OTHER PARTY'S OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS SHALL BE LIABLE TO THE FIRST PARTY OR THE FIRST PARTY'S OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FOR ANY CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING (WITHOUT LIMITATION) ANY LOSS OF ANTICIPATED REVENUES, PROFITS OR INTEREST, CLAIMS OF CUSTOMERS, LOSS BY REASON OF ANY FACILITY SHUTDOWN OR NON-OPERATION, INCREASED EXPENSE OF OPERATION OF ANY FACILITY OR EQUIPMENT, OR ANY OTHER SPECIAL OR CONSEQUENTIAL MONEY DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE.

19. Grantor and Grantee hereby mutually acknowledge and agree that each grant of easement contained herein or made pursuant hereto is or shall be an easement only and that no easement granted or to be granted pursuant to this Agreement, and no other provisions of this Agreement, shall grant, demise, transfer, or otherwise convey, or may be deemed to grant, demise, transfer, or otherwise convey, to Grantee any other right, title, or interest whatsoever in or to any portion of the Grantor Property.

20. Grantor and Grantee each agrees to execute and deliver all further documents and to take all further actions reasonably necessary or appropriate to effectuate the purposes of this Agreement.

21. Grantee agrees to comply with the following requirements: (a) Grantee shall abide and operate in accordance with generally accepted industry good and safe work practices in the conduct of all activities affecting or upon the Easement Area (including without limitation in the activities of its contractors at the Easement Area); and (b) Grantee hereby agrees that Grantor shall have the right to access the Easements at any time for the purposes of inspecting the Easement Area compliance with the terms and conditions of this Agreement, subject to such reasonable conditions as may be imposed by Grantee to protect Grantee's property and to ensure the security of Grantee's Facilities.

22. Not later than fifteen (15) days after receipt of a request for an estoppel certificate

from either party to this Agreement, the other party shall provide an estoppel certificate stating that this Agreement has not been modified, or, if modified, stating the nature of the modification, and certifying that this Agreement, as modified, is in full force and effect. The estoppel certificate also shall identify any monetary or other obligations then due or unperformed and contain any additional information regarding this Agreement as may be reasonably set forth in the request.

23. All notices and other communications under this Agreement shall be in writing and shall be deemed duly given: (a) when delivered if personally delivered to the recipient; (b) on the first business day following delivery to an overnight delivery service, provided delivery is confirmed by the delivery service; and (c) on the earlier of actual receipt or three (3) days following deposit in United States registered or certified mail, postage prepaid, and return receipt requested, addressed to the Parties as set forth below. Any party may change its address for notices by giving written notice to the other Parties in the manner set forth above.

To Parcel 1 Owner: _____
_____
_____
Attn:_____

To Parcel 2 Owner: _____
_____
_____
Attn:_____

To Parcel 4 Owner: _____
_____
_____
Attn:_____

To Easement Parcel Grantor:
_____
_____
_____
Attn:_____

To Grantee: Minnesota Power, a division of ALLETE, Inc.
30 West Superior Street
Duluth, Minnesota 55802
Attn: Real Estate Services

With a Copy To: Sheppard, Mullin, Richter and Hampton, LLP
12275 El Camino Real, Suite 200
San Diego, CA 92130-4092
Attention: Tony Toranto

24. This Agreement, including all recitals and exhibits hereto, constitutes the entire agreement between the parties with respect to the subject matter of this Agreement, and supersedes any prior or contemporaneous understandings, negotiations, representations, promises, and agreements, oral or written, by or between the Parties, with respect to the subject matter of this Agreement. No representations, inducements, promises, or agreements have been made in connection with this Agreement by any party, or anyone acting on behalf of any party, other than those expressly set forth in this Agreement.

25. This Agreement may be amended, modified or supplemented only by a written agreement executed by Grantor and Grantee. Any failure by either party to pay, perform, observe, satisfy or comply with any obligation, covenant, condition or term in this Agreement may be expressly waived only by a written agreement executed by the non-failing party, and any such waiver shall not operate as a waiver of any subsequent failure to pay, perform, observe, satisfy or comply with the same or any other obligation, covenant, condition or term.

26. This Agreement shall be construed and enforced in accordance with the laws of the State of Minnesota.

27. If any term or provision of this Agreement is ever determined to be invalid or unenforceable for any reason, that term or provision shall be severed from this Agreement without affecting the validity or enforceability of the remainder of this Agreement.

28. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same instrument.

29. This Agreement shall become effective only when fully executed, and acknowledged and delivered by Grantor and Grantee.

30. Lessee hereby acknowledges and agrees that the Lease shall at all times be subject and subordinate in each and every respect to this Agreement, as may be amended, modified, renewed, restated and supplemented from time to time. Lessee further acknowledges and agrees that (a) although Lessee is joining in execution of this Agreement for the limited purposes described herein, it is not a party to this Agreement, (b) Lessee does not have any rights or benefits under this Agreement, and (c) the Agreement may be modified or amended at any time or from time to time, without notice to or the consent of Lessee.

[SIGNATURE PAGES FOLLOW]

EXECUTED on the date appearing in the acknowledgement below, however, to be effective as of the Effective Date.

GRANTOR:

PARCEL 1 OWNER:

CITY OF GRAND RAPIDS,
a Minnesota municipal corporation

By: _____
Name: _____
Title: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, as _____ of the City of Grand Rapids, a Minnesota municipal corporation.

WITNESS my hand and official seal.

_____
Notary Public
My commission expires:

EXECUTED on the date appearing in the acknowledgement below, however, to be effective as of the Effective Date.

GRANTOR:

PARCEL 2 OWNER:

CITY OF GRAND RAPIDS,
a Minnesota municipal corporation,
as 50% tenant in common

By: _____
Name: _____
Title: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, as _____ of the City of Grand Rapids, a Minnesota municipal corporation, as 50% tenant in common.

WITNESS my hand and official seal.

_____
Notary Public
My commission expires:

EXECUTED on the date appearing in the acknowledgement below, however, to be effective as of the Effective Date.

GRANTOR:

PARCEL 2 OWNER:

COUNTY OF ITASCA, MINNESOTA,
as 50% tenant in common

By: _____
Name: _____
Title: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, as _____ of the County of Itasca, Minnesota, as 50% tenant in common.

WITNESS my hand and official seal.

_____
Notary Public
My commission expires:

EXECUTED on the date appearing in the acknowledgement below, however, to be effective as of the Effective Date.

GRANTOR:

PARCEL 4 OWNER:

GRAND RAPIDS – ITASCA COUNTY AIRPORT COMMISSION

By: County of Itasca, Minnesota, its authorized signatory

By: _____
Name: _____
Title: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, as _____ of the County of Itasca, Minnesota, as authorized signatory for Grand Rapids – Itasca County Airport Commission.

WITNESS my hand and official seal.

_____
Notary Public
My commission expires:

EXECUTED on the date appearing in the acknowledgement below, however, to be effective as of the Effective Date.

GRANTOR:

EASEMENT PARCEL GRANTOR:

CITY OF GRAND RAPIDS,
a Minnesota municipal corporation

By: _____
Name: _____
Title: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, as _____ of the City of Grand Rapids, a Minnesota municipal corporation.

WITNESS my hand and official seal.

_____
Notary Public
My commission expires:

EXECUTED on the date appearing in the acknowledgement below, however, to be effective as of the Effective Date.

GRANTEE:

MINNESOTA POWER, a division of ALLETE, Inc., a Minnesota corporation

By: _____
Name: _____
Title: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, as _____ of Minnesota Power, a division of ALLETE, Inc., a Minnesota corporation.

WITNESS my hand and official seal.

_____
Notary Public
My commission expires:

PREPARED BY AND
WHEN RECORDED MAIL TO:
Sheppard Mullin Richter & Hampton LLP
12275 El Camino Real, Suite 200
San Diego, CA 92130-2006
Attn: Tony Toranto, Esq.

ACKNOWLEDGEMENT AND AGREEMENT

The undersigned Lessee hereby acknowledges receipt of a copy of this Agreement and agrees to the provisions set forth in Recital B. and Section 29 hereof.

EXECUTED FOR THE LIMITED PURPOSES SET FORTH HEREIN, on the date appearing in the acknowledgement below, however, to be effective as of the Effective Date.

LESSEE:

USS ITASCA CLEAN ENERGY, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, as _____ of USS Itasca Clean Energy, LLC, a Delaware limited liability company, on behalf of the company.

WITNESS my hand and official seal.

_____
Notary Public
My commission expires:

EXHIBIT A-1

Grantor Property – Parcel 1 Property

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

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

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

EXHIBIT A-2

Grantor Property – Parcel 2 Property

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

The North Quarter (N 1 /4) of the Southwest Quarter of the Northeast Quarter (SW1 /4 of NE1/4), of Section Thirty-three (33), Township Fifty-five (55) North, Range Twenty-five (25), West of the 4th P.M., LESS the East Four Hundred Ten feet (E 410') thereof; Itasca County, Minnesota.

EXHIBIT A-3

Grantor Property – Parcel 4 Property

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

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

EXHIBIT A-4

Grantor Property – Existing Easement Property

A 50.00 foot wide permanent easement for construction of street and public utilities, over, under and across the East Fifty feet (E. 50') of the Grantors above described property.

EXHIBIT B-1

Description of Access Easement

Parcel 1:

That part of the South Half of the North Half of the Southwest Quarter of the Northeast Quarter of Section 33, Township 55 North, Range 25 West, Itasca County, Minnesota, described as follows:

Commencing at the northeast corner of the Northwest Quarter of said Northeast Quarter; thence on an assigned bearing of South 01 degree 22 minutes 26 seconds East, along the east line of said Northwest Quarter of the Northeast Quarter and the said Southwest Quarter of the Northeast Quarter, 1601.16 feet; thence South 88 degrees 37 minutes 34 seconds West 83.71 feet; thence North 00 degrees 00 minutes 21 seconds West 5.87 feet; thence North 83 degrees 30 minutes 21 seconds East to the intersection with the westerly right of way line of Airport Road; thence South 83 degrees 30 minutes 21 seconds West 199.34 feet; thence southerly 60.11 feet along a tangential curve concave to the southeast having a radius of 60.00 feet and a central angle of 57 degrees 24 minutes 15 seconds to the north line of said South Half of the North Half of the Southwest Quarter of the Northeast Quarter and the POINT OF BEGINNING of the easement to be described; thence continuing southerly 35.53 feet, along the southerly extension of last described tangential curve concave to the southeast having a radius of 60.00 feet and a central angle of 33 degrees 55 minutes 45 seconds; thence South 07 degrees 49 minutes 38 seconds East 30.66 feet; thence South 82 degrees 10 minutes 22 seconds West 12.00 feet; thence North 07 degrees 49 minutes 38 seconds West 29.96 feet; thence northwesterly 40.94 feet along a tangential curve concave to the southwest having a radius of 70.00 feet and a central angle of 33 degrees 30 minutes 43 seconds to the North line of said South Half of the North Half of the Southwest Quarter of the Northeast Quarter; thence North 89 degrees 40 minutes 48 seconds East, along said north line 34.14 feet to the Point of Beginning and easement there terminating.

Parcel 2:

That part of the North Quarter of the Southwest Quarter of the Northeast Quarter of Section 33, Township 55 North, Range 25 West, Itasca County, Minnesota, described as follows:

Commencing at the northeast corner of the Northwest Quarter of said Northeast Quarter; thence on an assigned bearing of South 01 degree 22 minutes 26 seconds East, along the east line of said Northwest Quarter of the Northeast Quarter and the said Southwest Quarter of the Northeast Quarter, 1601.16 feet; thence South 88 degrees 37 minutes 34 seconds West 83.71 feet; thence North 00 degrees 00 minutes 21 seconds West 5.87 feet; thence North 83 degrees 30 minutes 21 seconds East to the intersection with the westerly right of way line of Airport Road; thence South 83 degrees 30 minutes 21 seconds West 199.34 feet; thence southerly 60.11 feet along a tangential curve concave to the southeast having a radius of 60.00 feet and a central angle of 57 degrees 24 minutes 15 seconds to the south line of said North Quarter of the Southwest Quarter of the Northeast Quarter; thence South 89 degrees 40 minutes 48 seconds West, not tangent to last said curve, 34.14 feet, along last said south line; thence northwesterly 67.38 feet along a non-tangential

curve concave to the southwest having a radius of 70.00 feet and a central angle of 55 degrees 09 minutes 18 seconds; thence South 83 degrees 30 minutes 21 seconds West, tangent to last said curve 19.62 feet to the west line of the East 410.00 feet of said North Quarter of the Southwest Quarter of the Northeast Quarter and the POINT OF BEGINNING of the easement to be described; thence South 83 degrees 30 minutes 21 seconds West 71.18 feet; thence North 06 degrees 29 minutes 39 seconds West 26.00 feet; thence North 83 degrees 30 minutes 21 seconds East 73.51 feet to said West line of the East 410.00 feet; thence South 01 degrees 22 minutes 26 seconds East, along last said west line 26.10 feet to the Point of Beginning and there terminating.

Parcel 4:

That part of the North Quarter of the Southwest Quarter of the Northeast Quarter of Section 33, Township 55 North, Range 25 West, Itasca County, Minnesota, described as follows:

Commencing at the northeast corner of the Northwest Quarter of said Northeast Quarter; thence on an assigned bearing of South 01 degree 22 minutes 26 seconds East, along the east line of said Northwest Quarter of the Northeast Quarter and the said Southwest Quarter of the Northeast Quarter, 1601.16 feet; thence South 88 degrees 37 minutes 34 seconds West 83.71 feet; thence North 00 degrees 00 minutes 21 seconds West 5.87 feet; thence North 83 degrees 30 minutes 21 seconds East to the intersection with the westerly right of way line of Airport Road and the POINT OF BEGINNING of the easement to be described; thence South 83 degrees 30 minutes 21 seconds West 199.34 feet; thence southerly 60.11 feet along a tangential curve concave to the southeast having a radius of 60.00 feet and a central angle of 57 degrees 24 minutes 15 seconds to the south line of said North Quarter of the Southwest Quarter of the Northeast Quarter; thence South 89 degrees 40 minutes 48 seconds West, not tangent to last said curve, 34.14 feet, along last said south line; thence northwesterly 67.38 feet along a non-tangential curve concave to the southwest having a radius of 70.00 feet and a central angle of 55 degrees 09 minutes 18 seconds; thence South 83 degrees 30 minutes 21 seconds West, tangent to last said curve 19.62 feet to the west line of the East 410.00 feet of said North Quarter of the Southwest Quarter of the Northeast Quarter; thence North 01 degrees 22 minutes 26 seconds West 26.10 feet, along last said west line; thence North 83 degrees 30 minutes 21 seconds East 361.44 feet to the westerly right of way line of Airport Road; thence South 01 degrees 22 minutes 26 seconds East, along said westerly right of way line 32.13 feet to the Point of Beginning and there terminating.

Existing Easement:

A 50.00 foot wide permanent easement for construction of street and public utilities, over, under and across the East Fifty feet (E. 50') of the Grantors above described property.

EXHIBIT B-2

Depiction of Access Easement

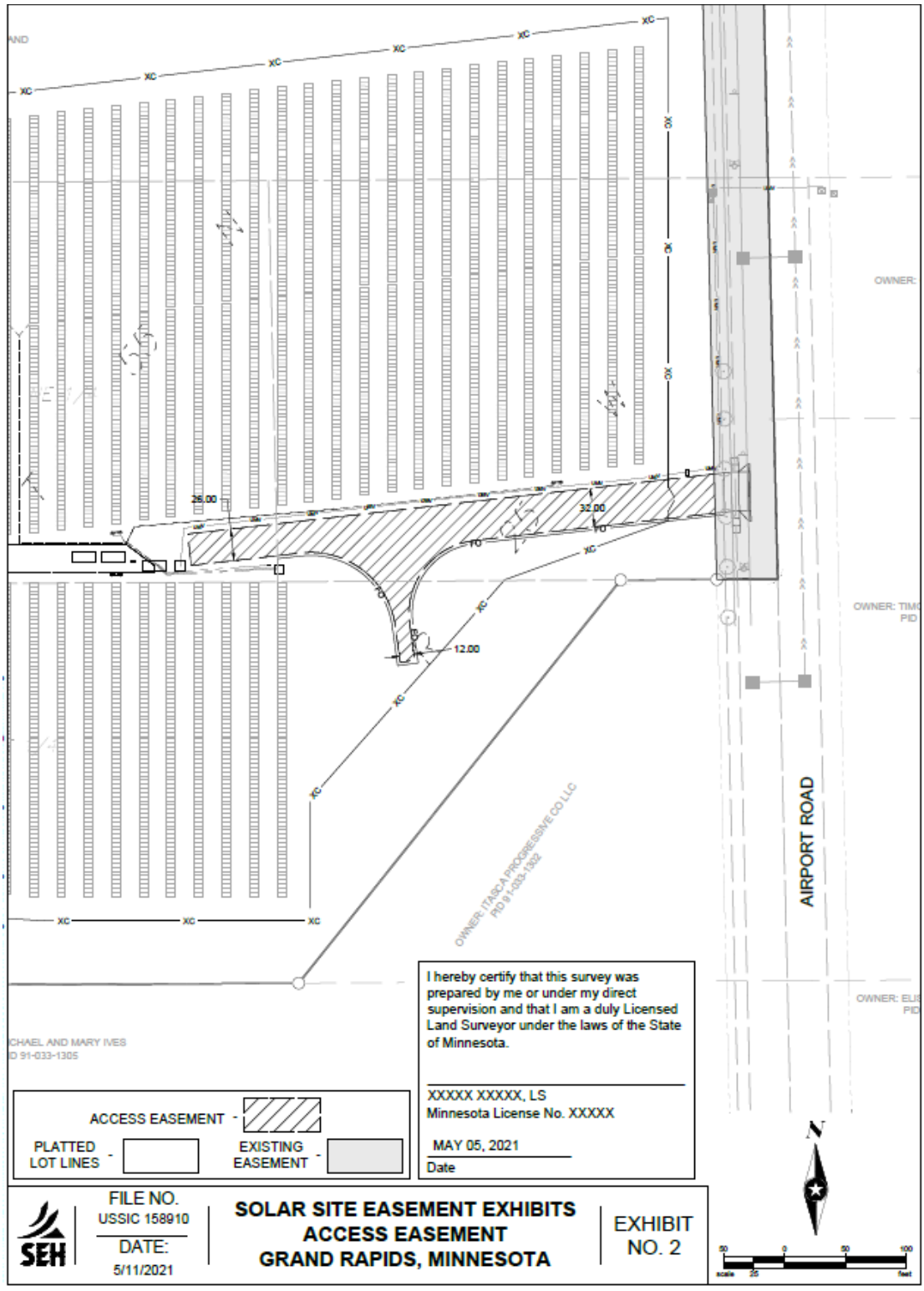


EXHIBIT C-1

Description of Distribution Easement

Parcel 1:

That part of the South Half of the North Half of the Southwest Quarter of the Northeast Quarter of Section 33, Township 55 North, Range 25 West, Itasca County, Minnesota, which lies within 10.00 feet of and left of the following described line:

Commencing at the northeast corner of the Northwest Quarter of said Northeast Quarter; thence on an assigned bearing of South 01 degree 22 minutes 26 seconds East, along the east line of said Northwest Quarter of the Northeast Quarter and the said Southwest Quarter of the Northeast Quarter, 1601.16 feet; thence South 88 degrees 37 minutes 34 seconds West 83.71 feet; thence North 00 degrees 00 minutes 21 seconds West 8.78 feet; thence North 83 degrees 22 minutes 03 seconds East 33.64 feet to the westerly right of way line of Airport Road; thence South 83 degrees 22 minutes 03 West 199.76 feet; thence southerly 63.70 feet along a tangential curve concave to the southeast having a radius of 62.50 feet and a central angle of 58 degrees 23 minutes 57 seconds to the south line of said South Half of the North Half of the Southwest Quarter of the Northeast Quarter and the POINT OF BEGINNING of the line to be described; thence continuing 35.77 feet along the extension of said tangential curve concave to the southeast having a radius of 62.50 feet and a central angle of 32 degrees 47 minutes 45 seconds; thence South 07 degrees 49 minutes 38 seconds West 28.16 feet; thence South 82 degrees 10 minutes 22 seconds West 7.04 feet; thence North 07 degrees 45 minutes 03 seconds West 27.46 feet; thence 40.26 feet along a tangential curve concave to the southwest having a radius of 72.50 feet and a central angle of 31 degrees 49 minutes 03 seconds to the north line of said South Half of the North Half of the Southwest Quarter of the Northeast Quarter and line there terminating.

The sidelines of said easement are to be lengthened or shortened to terminate on the North line of said South Half of the North Half of the Southwest Quarter of the Northeast Quarter.

Parcel 2:

That part of the North Quarter of the Southwest Quarter of the Northeast Quarter of Section 33, Township 55 North, Range 25 West, Itasca County, Minnesota, described as follows:
Commencing at the northeast corner of the Northwest Quarter of said Northeast Quarter; thence on an assigned bearing of South 01 degree 22 minutes 26 seconds East, along the east line of said Northwest Quarter of the Northeast Quarter and the said Southwest Quarter of the Northeast Quarter, 1601.16 feet; thence South 88 degrees 37 minutes 34 seconds West 83.71 feet; thence North 00 degrees 00 minutes 21 seconds West 8.78 feet; thence North 83 degrees 22 minutes 03 seconds East 33.64 feet to the westerly right of way line of Airport Road; thence North 01 degrees 22 minutes 26 seconds West, along last said right of way line 28.98 feet; thence South 81 degrees 52 minutes 18 seconds West 15.90 feet; thence South 00 degrees 00 minutes 00 seconds East 3.79 feet; thence North 90 degrees 00 minutes 00 seconds West 13.06 feet; thence North 00 degrees 00 minutes 00 seconds East 1.93 feet; thence South 81 degrees 52 minutes 18 seconds West 21.96 feet; thence South 83 degrees 59 minutes 39 seconds West 183.74 feet; thence South 83 degrees

33 minutes 33 seconds West 126.67 feet to the west line of the East 410.00 feet of said North Quarter of the Southwest Quarter of the Northeast Quarter to the POINT OF BEGINNING of the easement to be described; thence North 01 degrees 22 minutes 26 seconds West, along last said west line 10.04 feet; thence South 83 degrees 33 minutes 33 seconds West 81.09 feet; thence South 5 degrees 07 minutes 41 seconds West 26.94 feet; thence North 90 degrees 00 minutes 00 seconds West 31.82 feet; thence South 00 degrees 00 minutes 00 seconds East 17.50 feet; thence North 90 degrees 00 minutes 00 seconds East 18.93 feet; thence South 46 degrees 37 minutes 11 seconds East 5.35 feet; thence North 86 degrees 48 minutes 37 seconds East 84.48 feet; thence South 00 degrees 00 minutes 00 seconds East 5.03 feet; thence North 90 degrees 00 minutes 00 seconds East 9.01 feet to the west line of said East 410.00 feet; thence North 01 degrees 22 minutes 26 seconds West along last said west line 23.74 feet; thence South 83 degrees 30 minutes 21 seconds West 4.96 feet; thence South 00 degrees 38 minutes 36 seconds East 3.17 feet; thence North 90 degrees 00 minutes 00 seconds West 3.55 feet; thence South 00 degrees 00 minutes 00 seconds East 1.69 feet; thence South 85 degrees 52 minutes 23 seconds West 66.20 feet; thence North 05 degrees 07 minutes 41 seconds East 25.87 feet; thence North 83 degrees 33 minutes 33 seconds East 72.05 feet to the Point of Beginning and there said easement terminating.

The sidelines of said easement are to be lengthened or shortened to terminate on the said west line of the East 410.00 feet of the North Quarter of the Southwest Quarter of the Northeast Quarter.

Parcel 4:

That part of the North Quarter of the Southwest Quarter of the Northeast Quarter of Section 33, Township 55 North, Range 25 West, Itasca County, Minnesota, which lies within 10.00 feet of and southerly of the following described line:

Commencing at the northeast corner of the Northwest Quarter of said Northeast Quarter; thence on an assigned bearing of South 01 degree 22 minutes 26 seconds East, along the east line of said Northwest Quarter of the Northeast Quarter and the said Southwest Quarter of the Northeast Quarter, 1601.16 feet; thence South 88 degrees 37 minutes 34 seconds West 83.71 feet; thence North 00 degrees 00 minutes 21 seconds West 8.78 feet; thence North 83 degrees 22 minutes 03 seconds East 33.64 feet to the westerly right of way line of Airport Road and the POINT OF BEGINNING of the line to be described; thence South 83 degrees 22 minutes 03 West 199.76 feet; thence southerly 63.70 feet along a tangential curve concave to the southeast having a radius of 62.50 feet and a central angle of 58 degrees 23 minutes 57 seconds to the south line of said North Quarter of the Southwest Quarter of the Northeast Quarter and there terminating.

The side lines of said easement are to be lengthened or shortened to terminating on the westerly right of way line of Airport Road and the south line of the North Quarter of the Southwest Quarter of the Northeast Quarter.

Together with

That part of the North Quarter of the Southwest Quarter of the Northeast Quarter of Section 33, Township 55 North, Range 25 West, Itasca County, Minnesota, described as follows:

Commencing at the northeast corner of the Northwest Quarter of said Northeast Quarter; thence on an assigned bearing of South 01 degree 22 minutes 26 seconds East, along the east line of said Northwest Quarter of the Northeast Quarter and the said Southwest Quarter of the Northeast Quarter, 1601.16 feet; thence South 88 degrees 37 minutes 34 seconds West 83.71 feet to the POINT OF BEGINNING of the easement to be described; thence North 00 degrees 00 minutes 21 seconds West 8.78 feet; thence North 83 degrees 22 minutes 03 seconds East 33.64 feet to the westerly right of way line of Airport Road; thence North 01 degrees 22 minutes 26 seconds West, along last said right of way line 28.98 feet; thence South 81 degrees 52 minutes 18 seconds West 15.90 feet; thence South 00 degrees 00 minutes 00 seconds East 3.79 feet; thence North 90 degrees 00 minutes 00 seconds West 13.06 feet; thence North 00 degrees 00 minutes 00 seconds East 1.93 feet; thence South 81 degrees 52 minutes 18 seconds West 21.96 feet; thence South 83 degrees 59 minutes 39 seconds West 183.74 feet; thence South 83 degrees 33 minutes 33 seconds West 126.67 feet to the west line of the East 410.00 feet of said North Quarter of the Southwest Quarter of the Northeast Quarter; thence North 01 degrees 22 minutes 26 seconds West, along last said west line 10.04 feet; thence North 83 degrees 33 minutes 33 seconds East 125.82 feet; thence North 83 degrees 59 minutes 39 seconds East 183.59 feet; thence North 81 degrees 52 minutes 18 seconds East 23.20 feet; thence North 00 degrees 00 minutes 00 seconds East 2.97 feet; thence North 90 degrees 00 minutes 00 seconds East 13.06 feet; thence South 00 degrees 00 minutes 00 seconds East 1.11 feet; thence North 81 degrees 52 minutes 18 seconds East 15.65 feet to said westerly right of way line of Airport Road; thence South 01 degrees 22 minutes 26 seconds East, along last said right of way line, 10.07 feet to the Point of Beginning and easement there terminating.

Together With

That part of the North Quarter of the Southwest Quarter of the Northeast Quarter of Section 33, Township 55 North, Range 25 West, Itasca County, Minnesota, described as follows:

Commencing at the northeast corner of the Northwest Quarter of said Northeast Quarter; thence on an assigned bearing of South 01 degree 22 minutes 26 seconds East, along the east line of said Northwest Quarter of the Northeast Quarter and the said Southwest Quarter of the Northeast Quarter, 1601.16 feet; thence South 88 degrees 37 minutes 34 seconds West 83.71 feet; thence North 00 degrees 00 minutes 21 seconds West 8.78 feet; thence North 83 degrees 22 minutes 03 seconds East 33.64 feet to the westerly right of way line of Airport Road; thence South 83 degrees 22 minutes 03 West 199.76 feet; thence southerly 99.48 feet along a tangential curve concave to the southeast having a radius of 62.50 feet and a central angle of 91 degrees 11 minutes 42 seconds; thence South 07 degrees 49 minutes 38 seconds East 28.16 feet; thence South 82 degrees 10 minutes 22 seconds West 7.04 feet; thence North 07 degrees 45 minutes 03 seconds West 27.46 feet; thence northwesterly 40.26 feet along a tangential curve concave to the southwest having a radius of 72.50 feet and a central angle of 31 degrees 49 minutes 03 seconds to the south line of said North Quarter of the Southwest Quarter of the Northeast Quarter and the POINT OF BEGINNING of the easement to be described; thence continuing northwesterly 71.94 feet along the extension of last described tangential curve concave to the southwest having a radius of 72.50 feet and a central angle of 56 degrees 51 minutes 07 seconds; thence South 83 degrees 30 minutes 21 seconds West 19.40 feet to the west line of the East 410.00 feet of said North Quarter of the Southwest Quarter of the Northeast Quarter; thence South 01 degrees 22 minutes 26 seconds East, along last said west line 23.74 feet; thence North 90 degrees 00 minutes 00 seconds East 10.99

feet; thence North 00 degrees 00 minutes 00 seconds East 14.99 feet; thence North 83 degrees 30 minutes 21 seconds East 8.90 feet; thence southerly 53.30 feet along a tangential curve concave to the southwest having a radius of 62.50 feet and a central angle of 48 degrees 51 minutes 40 seconds to the south line of said North Quarter of the Southwest Quarter of the Northeast Quarter; thence North 89 degrees 40 minutes 48 seconds East, along last said south line 13.71 feet to the Point of Beginning and there terminating.

Existing Easement:

A 50.00 foot wide permanent easement for construction of street and public utilities, over, under and across the East Fifty feet (E. 50') of the Grantors above described property.

EXHIBIT C-2

Depiction of Distribution Easement

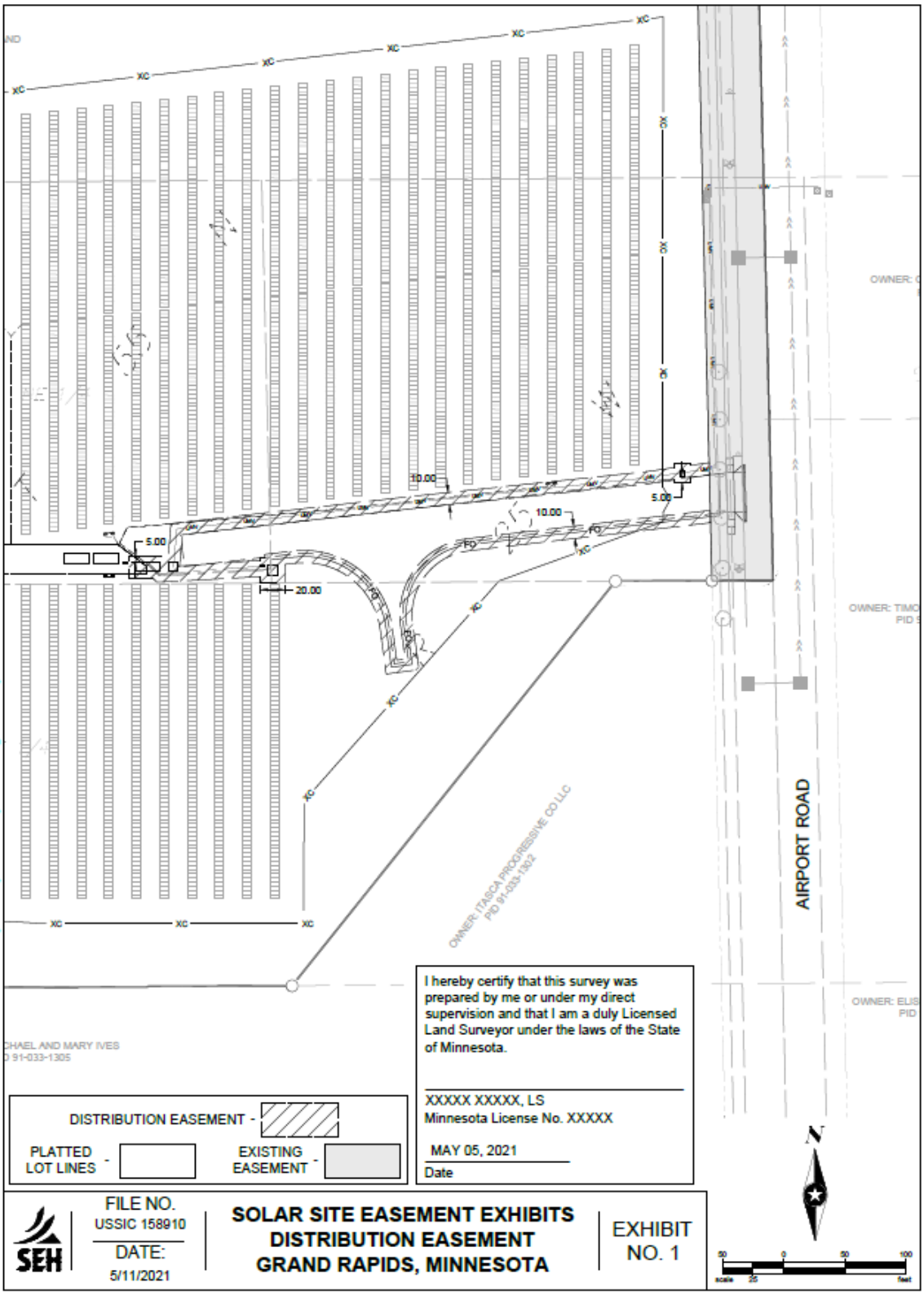


EXHIBIT D

Insurance Requirements

Compensation Insurance in compliance with the statutory requirements of the state of operation, and Employer's Liability Insurance in the amount of $1,000,000 each accident/disease/policy limit. Grantee shall be allowed to self-insure its Workers' Compensation obligation if it is an approved self-insurer in the state where the Grantee's Facilities are located.

Commercial General Liability Insurance including Contractual Liability Coverage, covering liability assumed under this Agreement, Products/Completed Operations Coverage, Broad Form Property Liability Coverage, and Personal Injury Coverage in the amount of $2,000,000 combined single limit for Bodily Injury and Property Damage and a $4,000,000 general aggregate limit. This requirement may be satisfied through self-insurance, an excess liability or umbrella liability policy or any combination of the forgoing.

Commercial Automobile Liability Insurance covering all owned, hired, leased, and non-owned vehicles, for Bodily Injury Liability and Property damage, a combined single limit of not less than $1,000,000. This requirement may be satisfied through self-insurance, an excess liability or umbrella liability policy or any combination of the forgoing.

Excess Liability Coverage with limits of not less than $5,000,000 each occurrence, and applying excess of the primary Commercial General Liability, Auto Liability and Employers Liability policies. Coverage shall be on a form that is at least as broad as the underlying policies it follows.

(a) Grantee's insurance policies, excluding Workers Compensation, shall include Grantor as an additional insured as its interests may appear under this Agreement. All of Grantee's policies of insurance shall be primary insurance and non-contributing with any other insurance maintained by Grantor and shall provide for a Waiver of Subrogation in favor of Grantor. Upon receipt from its insurer, Grantee will use its best efforts to provide Grantor with thirty (30) days' prior Notice of cancellation. Grantee shall provide Grantor with Certificates of Insurance issued to Grantee evidencing coverage currently in effect upon execution of this Agreement, and within thirty (30) days after each of Grantee's policy renewals thereafter for the duration of this Agreement.

(b) Grantee shall be fully responsible for any deductible or self-insured retention amounts contained in its insurance program or for any deficiencies in the amounts of insurance maintained.

(c) Liability coverage limits may be satisfied through a combination of both primary and or excess liability or umbrella liability limits.

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

Tuesday, August 3, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1398

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**

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

Tuesday, August 3, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1674

DEPARTMENT: Administrative Services
TIME REQUESTED: 10 Minutes
PRESENTER: Luke St Germain

AGENDA ITEM:
Bus Depot Door Donation

BOARD ACTION REQUESTED:
Approve donation of door that entered the old Bus Depot to VFW Post 1720 for display.

BACKGROUND:
Approximate dollar value $0. This action adheres to our Disposal of County Property policy.

For many years those young men and women who either volunteered or were drafted for military service walked through this Bus Depot door on their way down to twin cities. This door represents the beginning leg of their military journey and serves as a reminder for all those who did not make it home to walk through this door a second time.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION: None

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Davin Tinquist
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, August 3, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1698

DEPARTMENT: Human Resources
TIME REQUESTED: < 5 Minutes
PRESENTER: Lynn Hart, Chris Gunderson

AGENDA ITEM:
Local 1626 LOU - MIS Dept. On-Call Program

BOARD ACTION REQUESTED:
Approve and authorize necessary signatures for the Local 1626 Letter of Understanding (LOU) for the Itasca County MIS Department On-Call Program.

BACKGROUND:
In order to provide better on-call reliability for Law Enforcement and other county services, an On-Call program has been developed with the MIS Department and the Local 1626 labor union. This Letter of Understanding describes the on-call program which will provide for a temporary trial period that will expire on 12/31/2021. The local 1626 union has approved of this Letter of Understanding.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. MIS DEPARTMENT ON-CALL PROGRAM 7-29-21.docx

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

ITASCA COUNTY MIS DEPARTMENT

On-Call Program

The following is a Letter of Understanding (LOU) between Itasca County and AFSCME Local 1626 for a, non-precedent setting, temporary trial period of MIS on-call that will expire on 12/31/2021.

1. PURPOSE: In order to provide better on-call reliability for MIS customers and a more equitable system of on-call for MIS Department members.

2. ON-CALL ROSTER: Currently serving MIS Department members will be asked to join the on-call rotation on a voluntary basis. Once a roster of on-call personnel has been established, the IT Director will create a rotating On-Call Schedule which will be projected at least three (3) months in advance.

3. ON-CALL ROTATION: On-Call duties will run from the beginning of business hours on Monday morning until the beginning of business hours the following Monday morning. If Monday is a holiday, changeover will take place the next business day at the beginning of business hours.

4. ON-CALL PROCEDURES: At the end of each business day, the last person out of the MIS department will verify which team member is on-call and forward the primary Help Desk phone (218) 327-6790 to the team member's county-issued cell phone. The only numbers posted to the county for after-hours support will be the primary Help Desk phone number and the IT Director's phone number.

On-duty Law Enforcement personnel including Dispatch are the primary focus of the On-Call program and may call as necessary. All other Itasca County employees who need assistance should call through their respective Department Head for assistance and the Department Head or a previously designated representative will initiate the request for after-hours support.

5. COMPENSATION: Based on current flex schedules, on-call team members will receive $3.00/hour to guarantee availability on the following days/times:

Monday:	4:30 pm – 8 am
Tuesday:	4:30 pm – 8 am
Wednesday:	4:30 pm – 8 am
Thursday:	4:30 pm – 8 am
Friday:	4:30 pm – 8 am on the following business day
Weekends/Holidays:	24 hours

These availability times may change dependent on vacation schedules or changes to flexible schedules.

If the on-call member is contacted for help after hours then established overtime rules apply for the duration of the call-out. During call-outs the $3.00/hour will be suspended in favor of the higher overtime pay rate.

While in On-Call status employees will be required to answer the phone and will be required to have their county laptop available to enable them to work remotely. This will require establishment of an Alternate Workplace Agreement for any team member who wishes to participate in the On-Call program.

7. ESCALATION: In the event that the scheduled on-call member cannot resolve a problem without assistance they will contact the IT Director for further guidance. The IT Director will assess whether a problem is sufficiently critical to warrant calling additional team members for assistance. If additional assistance is needed the IT Director, or the person on call if the IT Director is unavailable, will call based on seniority.

8. NEW HIRES: Effective January 1, 2021, all newly hired MIS personnel will be required to participate in the On-Call program.

9. ON-CALL SCHEDULE CHANGES: Any current MIS team member may volunteer to opt in or opt out of the on-call rotation with the following caveats:

Opt-out: Current team members may opt out of the on-call rotation effective at the beginning of the next three-month on call-cycle. Exceptions will be made on a case-by-case basis.

Opt-in: Current team members may opt into the on-call rotation. They will be added to the next three-month on-call cycle. Team members who choose to opt into the on-call rotation are committing to remaining in the rotation for one (1) full three-month cycle.

Response time: On-call members should ideally have their phone available at all times, however, the maximum time to return a missed call will not exceed 60 minutes. If an issue is more urgent than that, the Dispatcher has the option to contact the IT Director.

Short-notice/one-time changes: In the event that an on-call member is unavailable due to short-notice or one-time circumstances (illness, special events, etc.) the team member will contact the IT Director as soon as possible. The IT Director will request volunteers from all staff members, and assign the volunteer with the most seniority to cover the applicable day(s)/time(s). If no one volunteers within two hours of the request for a replacement, then the IT Director will assign the applicable day(s)/time(s) to the next person in the volunteer pool.

Vacations: To the greatest extent possible on-call team members will forecast vacations at least three months out so that those dates can be included in the on-call cycle. In the event this is not possible the team member should work with other members of the on-call team to arrange a swap of on-call days.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this _____ day of _____, 2021.

FOR: ITASCA COUNTY	FOR: THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL UNION #1626
_____	_____
_____	_____

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

Tuesday, August 3, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1695

DEPARTMENT: Transportation
PRESENTER: Rachel Metelak

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Construction Update - August 2021

BOARD ACTION REQUESTED:
Receive August 2021 Transportation Construction Update. Informational only.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

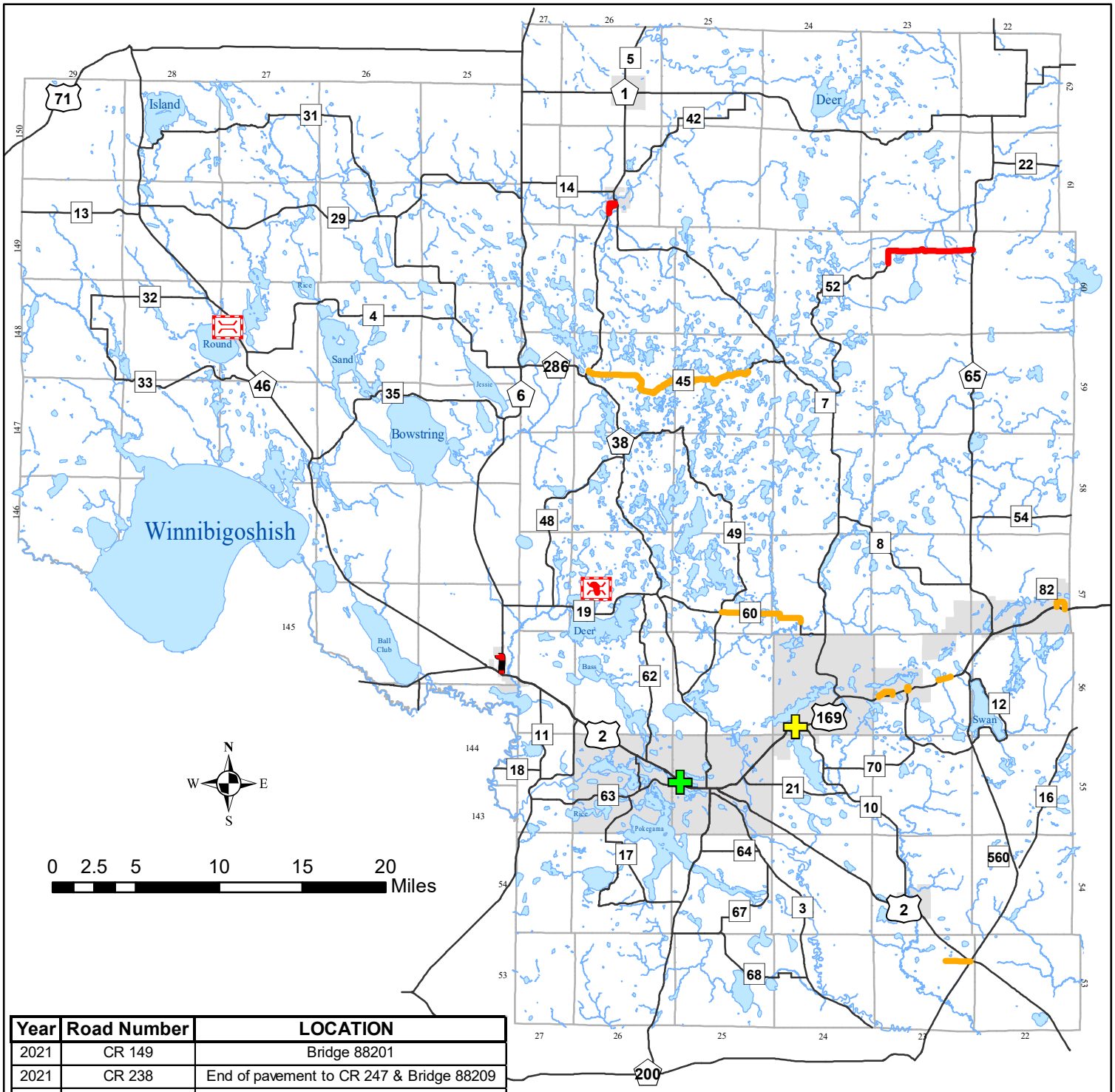
SUPPORTING DOCUMENTATION:
1. Highway Construction Project Update
2. 2021

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

August Highway Construction Project Update

County Projects	Description	Bid Amount	Status
2021-06	CR 561 – TH 169 to TH 169 - Bituminous Rehab	$180,654.05	Est. project schedule Aug 16-Sept 24
2021-11	CR 433 – TH 65 to 1.5 miles west - Base & Bituminous	$393,476.04	Est project schedule Sept 15-Oct 15
State Aid Projects			
031-660-009	CSAH 60 – Grading, Aggregate Base, Bit & Bridge Replacement	$3,967,789.31	Project complete
031-598-021	CR 238 – Grading & Bridge Replacement	$2,320,295.70	Prepping bridge approaches for wick drains
031-598-031	CR 149 – Bridge Replacement		Project moved to 2022 due to Tribal easement acquisition
031-652-004	CSAH 52– TH 65 to Horsehead Lake Trl. - Grading & Aggregate Base	$2,586,916.40	West 3 miles have select and class 5 on them, working on mucking out east 2 miles
031-616-014 031-682-004	CSAH 16 – City of Keewatin – Bituminous Overlay & ADA CSAH 82 – City of Keewatin – TH 169 to 2nd street – Bituminous Rehab & ADA	$611,389.50	Est project schedule Aug 16-Aug 31
031-645-007 031-645-008	CSAH 45 – TH 38 to end of pavement - Bituminous	$337,994.00 $2,725,833.36	Complete
031-660-011	CSAH 60 – From CSAH 49 to CR 329 – Base & Bit Overlay	$1,397,494.78	Complete
031-663-022/024	TH 2/CSAH 63 Intersection	$218,910.00	Construction in 2022
031-680-005	CSAH 80 – City of Marble – TH 169 to TH 169 -Bituminous Rehab & ADA	$1,073,931.30	Est project schedule Sept 15-Oct 15
031-684-003	CSAH 84 – City of Calumet – TH 169 to TH 169 – Bituminous Rehab & ADA	$85,217.20	Est project schedule Aug 23-Oct 5
Other Funded Projects			
031-090-011	Deer River Safe Routes to School - Community Paved Trail	$	Open bids on Aug 2nd
031-596-002	Rajala Mill Rd. /Ash Street – City of Bigfork – Grading & Base	$731,743.65	Rajala Mill Rd class 5 complete, placing curb and gutter on Ash Street

ITASCA COUNTY CONSTRUCTION PROJECTS 2021



Year	Road Number	LOCATION
2021	CR 149	Bridge 88201
2021	CR 238	End of pavement to CR 247 & Bridge 88209
2021	CR 433	TH 65 to 1.5 Miles West
2021	CR 561	Hwy 169 to Hwy 169
2021	CSAH 16	City of Keewatin - TH 169 to 1st Ave
2021	CSAH 45	TH 38 to end of pavement
2021	CSAH 52	TH 65 to Horsehead Lake Trail
2021	CSAH 60	CSAH 49 to CR 329
2021	CSAH 61	West Intersection of CSAH 61 & Hwy 169
2021	CSAH 63	TH 2 / CSAH 63 Intersection
2021	CSAH 80	City of Marble - TH 169 to TH 169
2021	CSAH 82	City of Keewatin - TH 169 to 2nd Street
2021	CSAH 84	City of Calumet - TH 169 to TH 169
2021	Bigfork	Rajala Mill Road & Ash Street
2021	Bike Trail	City of Deer River - Hwy 2 to City Ball Fields

2021 Construction Projects

- Reconstruction
- Bituminous
- Bike Trail Construction
- Bridge Replacement
- Intersection Reconstruction/Signal
- Pedestrain Crossing Signal

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

Tuesday, August 3, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1696

DEPARTMENT: Land Department
PRESENTER: Sara Thompson

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Len Hardy Memorial ATV Trail IRRRB Grant Resolution

BOARD ACTION REQUESTED:
Adopt the Resolution Re: Len Hardy Memorial ATV Trail IRRRB Recreational Trails Grant Application and authorize necessary signatures.

BACKGROUND:
The Board of Commissioners approved the grant application for the Len Hardy Memorial ATV Trail on Tuesday, July 27th. A resolution is needed to complete the grant application process. This grant application is for $50,000 and will be a part of the funding package to complete the full construction of the ATV Trail. Due to the timeline involved, the request is to approve this item at the work session.

COUNTY ATTORNEY REVIEW: n/a

SUPPORTING DOCUMENTATION: None

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Ben DeNucci
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, August 3, 2021

RESOLUTION 2021-45

RE: LEN HARDY MEMORIAL ATV TRAIL IRRRB RECREATIONAL TRAILS GRANT APPLICATION

WHEREAS, Itasca County recognizes the importance of recreational trails to the local economy and supports the grant application made to the Iron Range Resources and Rehabilitation Board (IRRRB) for the Recreational Trails Grant, and

WHEREAS, the Range Riders ATV Club is working to seeking funding for construction of the Len Hardy Memorial ATV Trail, and

WHEREAS, a Recreational Trails grant is available to fund fifty (50) percent of the cost of projects under this grant, and

WHEREAS, Itasca County affirms that the Range Riders ATV Club recognizes the fifty (50) percent match requirements for the IRRRB Recreational Trails grant, and that they will secure matching funds.

NOW, THEREFORE, BE IT RESOLVED if Itasca County is awarded a grant by the IRRRB, Itasca County agrees to accept the grant award, and may enter into an agreement with the IRRRB for the above referenced project. Itasca County will comply with all applicable laws, environmental requirements and regulations as stated in the grant agreement, and

BE IT FURTHER RESOLVED that Jeff Walker, Itasca County Auditor, 123 NE 4th St. Grand Rapids, MN. 55744 be named as the fiscal agent for this project (or grant), and

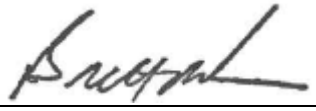
BE IT FURTHER RESOLVED Itasca County affirms that the Range Riders ATV Club hereby assures the Len Hardy Memorial ATV Trail will be maintained for no less than twenty (20) years or until such time as appropriate disposition actions are approved by the Minnesota Department of Natural Resources.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Ben DeNucci
SECONDER:	Commissioner Leo Trunt
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 3rd day of August 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 3rd day of August A.D. 2021.



Administrator

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

Tuesday, August 3, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1699

DEPARTMENT: Administrative Services
TIME REQUESTED: 15 Minutes
PRESENTER: Steve Howard

AGENDA ITEM:
Broadband and American Rescue Plan Options

BOARD ACTION REQUESTED:
Discuss Broadband and American Rescue Plan Options.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Paul Bunyan handouts

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

Paul Bunyan Communications
Tentative RDOF Construction Schedule

Construction Complete 4th Quarter	CBG	County / Area	Estimated Locations
2021	270717905001	Koochiching County	428
2021	270717901001	Koochiching County	7
2022	271370152001	St. Louis County - Britt	179
2022	271370128004	St. Louis County - Hwy 169	46
2022	271370127002	St. Louis County - Buhl	220
2022	270614805003	Itasca County - Keewatin	554
2022	270614805002	Itasca County - Nashwauk	63
2022	270614807001	Itasca County - Pokegama	12
2022	270614807003	Itasca County - Pokegama	1
2022	270614808011	Itasca County - Pokegama	6
2022	270614809001	Itasca County - La Prairie	3
2022	270614803002	Itasca County	5
2022	270219400021	Cass County	70
2022	270219400023	Cass County	32
2022	270570701002	Hubbard County	2
2022	270570705001	Hubbard County	8
2022	270570702001	Hubbard County	24
2023	270614810001	Itasca County - Calumet, Marble	389
2023	270614810003	Itasca County - Taconite, Holman, West Coleraine	23
2023	270614810002	Itasca County - Taconite, West Coleraine	44
2023	270614810004	Itasca County - Jurgenson Hwy 169	10
2023	270614810005	Itasca County - south Calumet	49
2023	270614809003	Itasca County - Hwy 325 West Coleraine	5
2023	270614806002	Itasca County - North Warba	191
2023	270614806001	Itasca County - Northwest Warba	19
2023	270614806003	Itasca County - East and South of Warba	401
2023	270614807002	Itasca County - North Hill City	46
2024	270017704002	Aitkin County	427
2024	270017701003	Aitkin County	370
2024	270017702002	Aitkin County	602
2025	270614805001	Itasca County - Northern areas	66
2025	270614804001	Itasca County – Northeast & East Central	602
2025	270614803001	Itasca County – Central Areas, Fly Lake, Little Long Lake, Wolf Lake	28
2025	270614804002	Itasca County – Central Areas, Hartley Lake	156
		TOTAL LOCATIONS:	5,088

Paul Bunyan Communications
Itasca County

N

Effie
Togo
Bigfork
Wirt
Island
Natures
Round
S Lake
Sand
Turtle
Marcell
Bowstring
Cut Foot Sioux(Main Bay)
Wabana
Deer
Bass
Ball Club
Ball Club
Deer River
Cohasset
Grand Rapids
La Prairie
Pokegama Lake
Nashwauk
Calumet
Pengilly
Bovey
Coleraine
Swan (Main Basin)
Warba

MNTH 1
MNTH 6
MNTH 46
MNTH 38
MNTH 65
MNTH 2
MNTH 2

270614804001
270614804002
270614803001
270614805001
270614810002
270614810001
270614803002
270614809001
270614806001
270614807001
270614806002
270614808011
270614807002
270614806003

Itasca County

Legend
- PBC Service Area
- 2021 Construction
- Auction 904 PBC Funded CBGs
- Auction_904_Final
- MN_UNSERVED_LessThan25M3M__04012020
- MN_UNDERSERVED_AtLeast25M3M_04012020
- MN_SERVED_AtLeast100M_20M_04012020
- Trunk Hwy
- Lakes
- County Boundary

1:491,000

Paul Bunyan COMMUNICATIONS
GIGAZONE

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Author: Brian Mustonen
Date: 8/2/2021
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Paul Bunyan Communications
Itasca County
Potential Expansion Area A

N

Cedar

South Ackerman

Goose

Big Too Much

Boggy

Maple

T60N - R26W
STOKES (E) &
MARCELL (NE)

Grass

Rush Island

MUSHGEE RD

EASTER RD

CO RD 198

Little Spring

ETTERS RD

BALD EAGLE DR

Little Too Much

Turtle

BLUE POINT RD

T148N
- R26W
SAND LAKE

CO RD 130

CO RD 312

LITTLE TURTLE RD

CO RD 252

BERGSTROM RD

IVY RD

T148N - R25W
LAKE JESSIE

Little Turtle

Mushgee

MUSHGEE RD

CHRISTIE RD

CO RD 176

CO RD 135

TERRY RD

CO RD 4

MNTH 286

TILLEY RD

MACON RD

AREA B

Little Ranier

Itasca
County

CO RD 155

T59N - R27W
MARCELL (SW)

AREA C

Jessie

AREA A

PILLAR RD

JESSIE DR

T59N - R26W
MARCELL (SE)

Portage

CO RD 193

CO RD 192

TRAILS END RD

NUTMEG RD

CO RD 35

Elbow

MINT RD

WALKER LN

CO RD 134

MAC RD

CO RD 175

CO RD 173

Little Jessie

RILEY RD

CO RD 262

CO RD 243

NEON RD

CO RD 133

BOWSTRING

BOWSTRING E

T147N
- R26W

CO RD 146

Taylor

Bowstring

T147N - R25W
BOWSTRING

STATE HWY 6 MNTH 6

T58
R2

1:69,268

Legend
- Future Fiber CBA
- Itasca Address Pts
- PBC Service Area
- 2021 Construction
- Auction 904 PBC Funded CBGs
- Auction_904_Final
- MN_UNSERVED_LessThan25M3M_04012020
- MN_UNDERSERVED_AtLeast25M3M_04012020
- MN_SERVED_AtLeast100M_20M_04012020
- Itasca_roads
- Trunk Hwy
- Lakes
- Township Boundary
- INC TWP
- County Boundary

Paul Bunyan
COMMUNICATIONS
GIGAZONE™

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Author: Brian Mustonen
Date: 8/3/2021
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Paul Bunyan Communications
Itasca County
Potential Expansion Area B

N

Four Towns

Fisher

Twin

Horseshoe

Hatch

TURTLE LAKE RD

CEDAR HEIGHTS RD

Bello

Elbow

CO RD 298

Mike

T148N - R26W
SAND LAKE

CO RD 29

Spring

BOURMAN RD

DALLAS RD

Goodman

Peterson

T60N - R27W
STOKES (W) &
MARCELL (NW)

AREA C

T60N - R26W
STOKES (E) &
MARCELL (NE)

Big Too Much

MNTH 6

Boggy

CO RD 4

North Ackerman

South Ackerman

Little Peterson

Maple

CO RD 294

Grass

BECKER RD

EAGLE POINT RD

Goose

FEASTER RD

Itasca
County

CO RD 252

SUNNY RD

T148N - R25W
LAKE JESSIE

CO RD 198

BALD EAGLE DR

ETTERS RD

Little Too Much

CO RD 312

Little Spring

LITTLE TURTLE RD

CO RD 37

BERGSTROM RD

MN RD

Turtle

Little Turtle

STATE HWY 6

T59N - R26W
MARCELL (SE)

CO RD 135

TERRY RD

MNTH 286

Little Ranier

MNTH 38

TILLYS RD

MACONRD

AREA B

T59N - R27W
MARCELL (SW)

Marcell

Ranier

JESSIE DR

Jessie

AREA A

CO RD 133

PILLAR RD

CO RD 262

CO RD 35

NORSTAD RD

MINT RD

CO RD 134

MAC RD

CO RD 175

T147N - R25W
BOWSTRING

BOWSTRING C

WALSTEAD

CO RD 173

Little Jessie

FOLEY RD

1:57,983

Legend
- Felony Fiber CSA
- Itasca Address Pts
- PBC Service Area
- 2021 Construction
- Auction 904 PBC Funded CSGs
- Auction_904_Final
- MN_UNSERVED_LessThan25M3M_04012020
- MN_UNDERSERVED_AtLeast25M3M_04012020
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- Township Boundary
- TWP
- County Boundary

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Paul Bunyan Communications
Itasca County
Potential Expansion Area C

N

AREA A

AREA B

AREA C

AREA E

Itasca County

T149N - R25W
LIBERTY (S)

T148N - R25W
LAKE JESSIE

T59N - R27W
MARCELL (SW)

T59N - R26W
MARCELL (SE)

T60N - R26W
STOKES (E) & MARCELL (NE)

T60N - R25W

T59N - R25W

T58N - R27W

T58N - R26W

Rock
Elm
Little Round
Jingo
Little Rose
Big Rose
Upper Hatch
Twin
Weasel
Bello
Park
Long
Fisher
La Croix
Hatch
Elbow
Big Too Much
Boggy
Maple
Horseshoe
Mike
Grass
Turtle
Little Turtle
Little Ranier
Spring
Peterson
Goodman
North Ackerman
South Ackerman
Little Spring
Jessie
Little Jessie
Marcell
Egg
Forest
Lauchon
Second
Captain Luke
Edmund
Lundeen
Rice
Logging Slough
Billo
Bevo
Ethel
Johnson
Jack the Horse (North)
Jack the Horse (South)
Thydean
McDonald
Beaver
Joel
Willis
Tye
Batson
Cameron
Canoe
Herron
Little Neck
Slauson
Cad
Burns
Heinen
Lebarge
East
Little East
Copenhagen
Mikes
Clubhouse
Little Clubhouse
Fox
Ghost
Little Bass
Pine
Three Island
Carpics
Telephone
Raft
Plum
Pear
Big Ole
Hole-in-Wall
Bill's
North Star
Little Ole
Little Smith
McKewen
Little McKewen
West Smith
Smith
East Smith
Dock
Baldy
Duck
South Smith
Dead Horse
Little Dead Horse
Butterfinger
Big Jack
Caribou
Big Dick
Lake of Isles
BTB-2
Crooked
Big Island
No Man's
Fishhook
George
First Chain
Second Chain
Fourth Chain
Gunn
Ruby
Black Island
Lake Jessie
Lake Jessie East
Lake Jessie West
Lake Jessie Outlet
Little Turtle Lake
Turtle Lake
Turtle Lake Outlet
Little Ranier Lake
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CO RD 29
CO RD 135
CO RD 198
CO RD 35
CO RD 4
CO RD 134
CO RD 252
CO RD 312
CO RD 313
CO RD 262
CO RD 45
CO RD 47
CO RD 243
CO RD 208
CO RD 34
MNTH 6
MNTH 38
MNTH 256
MO RD
MAC RD
TURTLE LAKE RD
LITTLE TURTLE RD
TERRY RD
TILLYS RD
MACEY RD
PILLAR RD
WALKER LN
BOWSTRING E
BOWSTRING LAKE RD
RILEY RD
STATE HWY 6
STATE HWY 38
PUBLIC ACCESS RD
BEAVER POND RD
FARM CAMP RD
FORESTRY RD 2182
S MARIE LAKE RD
BIRCH DR
ASPEN LN
RIDGE RD
CLUB HOUSE LAKE RD
NORTHWOODS RD
CEDAR POINT RD
HAGAR LP
ALDER RD
STANLEY RD
CROOKED LAKE
E BURNS LAKE RD
LAKE DR
SMITH LAKE RD
KEY RD

Legend
- Future Fiber CBA
- Itasca Address Pts
- FBC Service Area
- 2021 Construction
- Auction 904 FBC Funded CBGs
- Auction_904_Final
- MN_UNDERSERVED_LessThan25M3M_04012020
- MN_UNDERSERVED_AtLeast25M3M_04012020
- MN_SERVED_AtLeast100M_20M_04012020
- Itasca_roads
- Trunk Hwy
- Lakes
- Township Boundary
- INC TWP
- County Boundary

1:84,000

Paul Bunyan COMMUNICATIONS
GIGAZONE™

270614

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Date: 8/3/2021
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Paul Bunyan Communications
Itasca County
Potential Expansion Area D

N

T150N - R26W
POMROY

CUSTER RD

P4

CO RD 150

BOGGIE RD

T150N - R25W
LIBERTY (N)

STATE HWY 6

AREA F

T61N - R27W
BIGFORK (W)

T61N - R26W
BIGFORK (E)

CO RD 14

JEWELL RD

HERRON RD

CO RD 225

DAVID LAKE RD

Itasca
County

AREA D

WOLFE RD

George

David

Dog Fish

Holland

CAMP FIVE RD

MNTH 6

AREA E

HOCKING RD

T149N -
R26W
WIRT

T149N - R25W
LIBERTY (S)

Lac a Roy

Trestle

Pickeral

Burr

T60N - R26W
STOKES (E) &
MARCELL (NE)

RD 29

Gunderson

Arrowhead

FORESTRY RD 2187

T60N - R27W
STOKES (W) &
MARCELL (

Spur

Brush

Cripple

Two Island

Little Round

Elm

Rock

Crooked

Little Rose

Pelton

1:62,399

Legend
- Future Fiber CBA
- Itasca Address Pts
- PBC Service Area
- 2021 Construction
- Auction 904 PBC Funded CBGs
- Auction_904_Final
- MN_UNSERVED_LessThan25M3M__04012020
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Paul Bunyan
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Itasca County
Potential Expansion Area E

N

STATE HWY 6

SIRO RD

BIGFORK 85

JUNEAU RD

LA CLAY

Connors

LEHINGER RD

CO RD 42

CO RD 237

AREA F

PRIEM RD

CO RD 236

HANSON RD

T61N - R27W
BIGFORK (W)

T61N - R26W
BIGFORK (E)

T150N - R25W
LIBERTY (N)

AREA D

JEWELL RD

HERRON RD

CO RD 14

MNTH 38

COTTUM AVE

RIVER RD

EAGLE DR

LARSON RD

CO RD 261

CEDAR

Bigfork

T149N - R25W
LIBERTY (S)

CO RD 225

JARVA RD

Cemetery

BAKKE RD

Bustic

MNTH 6

HOCKING RD

Itasca
County

T61N -
R25W

270614804001

Pine

Coon

Gunderson

Burr

Aspen

Sandwick

Cedar

AREA E
SCENIC HWY

Rice Bog

FARM CAMP RD

TED PEDERSON RD

T60N - R26W
STOKES (E) &
MARCELL (NE)

Issac

CO RD 15

Brush

Crippled Deer

Two Island

T60N - R27W
STOKES (W) &
MARCELL (NW)

Jingo

Lauchoh

Second

Captain Luke

Lake of Isles

Marie

S MARIE LAKE RD

T60N -
R25W

CO RD 344

Homestad

Pelton

FORESTRY RD 2182

Edmund

AREA C

Bello

BELLO LAKE CAMP RD

WINNIE P RD

Joel

Horseshoe

Duck

Hyduean

McDonald

1:70,000

Legend
- Future Fiber CBA
- Itasca Address Pts
- FBC Service Area
- 2021 Construction
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- Township Boundary
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Itasca County
Potential Expansion Area F

N

- R26W
T62N - R27W
T62N - R26W
T62N - R25W
T62N - R24W
CARPENTER (W)
T62N - R23W
CARPENTER (C)
T61N - R26W
BIGFORK (E)
T61N - R25W
T61N - R24W
AREA F
Effie
Grass
Round
Shine
Barrett
Thimble
Busties
Spring
Elbow
Candy
Hope
Island
Little Bass
Crum
Little Island
Trible
Rum
Otter
Poplar
Mead
Joy
Tank
Deer
Pickerel
Battle
Buck
Lac La Bijou
Caroline
Sucker
Erskine
Duck
Bass
Rice
Larson
Coon
Little Coon
Pine
Tuber
Connors
Bigfork
Cemetery
Bustic
Itasca County
MNTH 38
MNTH 1

Legend
- Future Fiber CBA
- Itasca Address Pts
- PBC Service Area
- 2021 Construction
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- itasca_roads
- Trunk Hwy
- Lakes
- Township Boundary
- RNC TWP
- County Boundary

1:104,665

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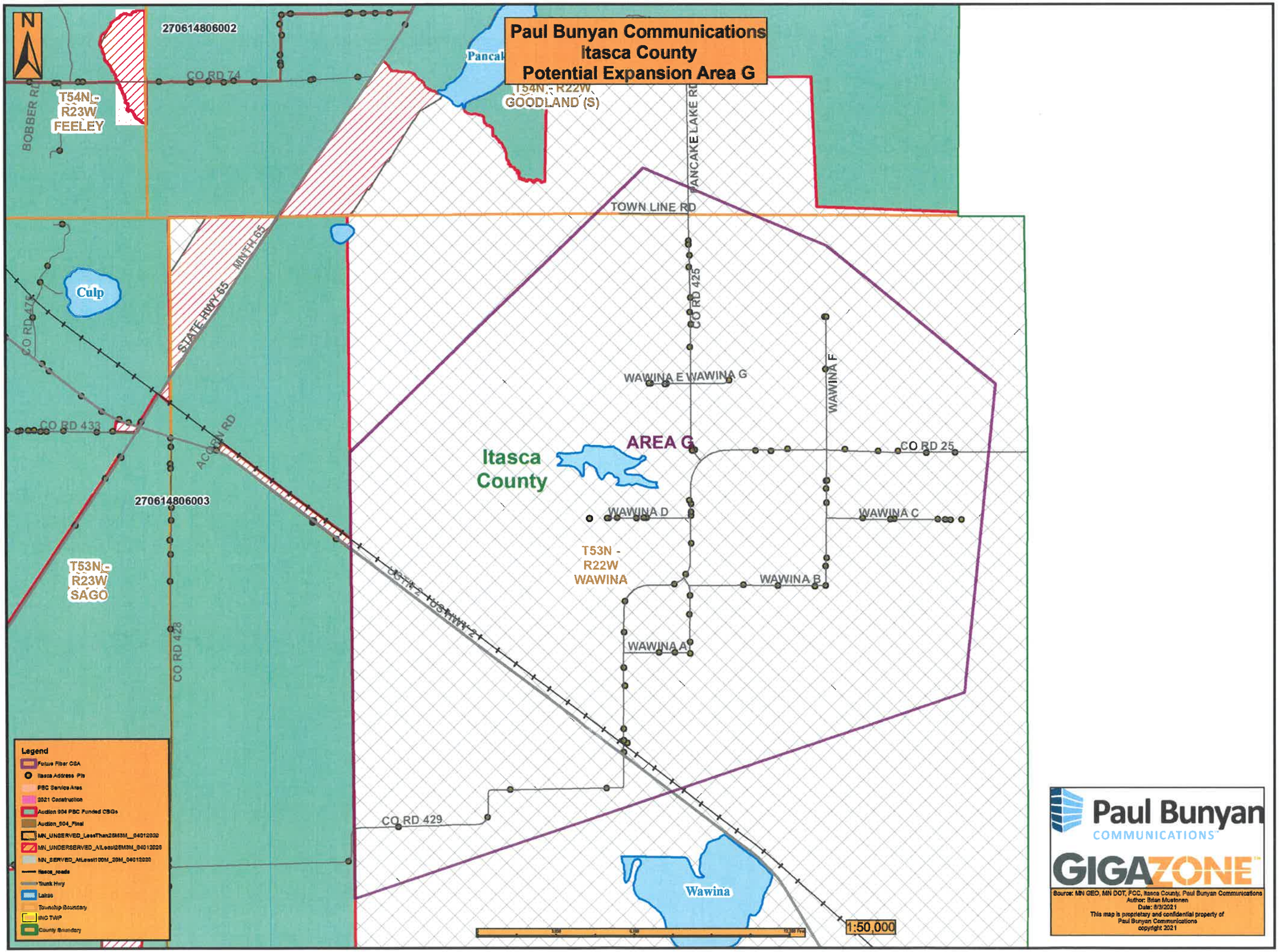
Itasca County
Potential Expansion Area G



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

Tuesday, August 3, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1700

DEPARTMENT: Administrative Services
TIME REQUESTED: < 5 Minutes
PRESENTER: Chair

AGENDA ITEM:
Schedule Special Session

BOARD ACTION REQUESTED:
Schedule Special Session Re: American Rescue Plan (ARP) Funding.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

Motion To: Schedule a Special Session Re: American Rescue Plan (ARP) Funding on Tuesday, August 10, 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

Motion To: Schedule a Special Session Re: American Rescue Plan (ARP) Funding on Tuesday, August 24, 2021 beginning at 12:30 PM in the Boardroom of the Itasca County Courthouse.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Ben DeNucci
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, August 3, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1703

DEPARTMENT: Environmental Services
TIME REQUESTED: 5 Minutes
PRESENTER: Greg Stoltz

AGENDA ITEM:
Update on Storm Debris Clean-up

BOARD ACTION REQUESTED:
Receive update on storm debris clean-up.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Debris Clean-up photos

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

FV BOX

FX4
OFF ROAD
F150
ITASCA
COUNTY

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

Tuesday, August 3, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1668

DEPARTMENT: Land Department
TIME REQUESTED: 5 Minutes
PRESENTER: Cindy Shevich

AGENDA ITEM:
Sale of Tax-Forfeited Land to City of Cohasset for Public Purpose

BOARD ACTION REQUESTED:
Adopt the Resolution RE: Sale of Tax-forfeited Land to the City of Cohasset for a Public Purpose, which approves sale of Lots 1-4, Block 2, Plat of Felix Addition under the terms provided in Minnesota Statute 282.01, Subd 1a para (b) for a price of $69,000.00 plus all associated costs and which approves the sale of Lot 1, Block 3, Lot 1, Block 4, Outlot A and Outlot B, Plat of Felix Addition under the terms provided in Minnesota Statute 282.01, Subd 1a para (b) for a price of $24,950.00 plus all associated costs.

BACKGROUND:
The City of Cohasset has requested purchase of tax-forfeited land, legally described as Lots 1-4, Block 2, Plat of Felix Addition for a price of $69,000.00 plus all associated costs and Lot 1, Block 3, Lot 1, Block 4, Outlot A and Outlot B, Plat of Felix Addition for a price of $24,950.00 plus all associated costs. Minnesota Statute 282.01, Subd. 1a (b) allows sale of non-conservation tax-forfeited land to an incorporated governmental subdivision for their market value as determined by the county board, for any public purpose for which the subdivision is authorized to acquire property. The Itasca County Board of Commissioners has classified the above described property as non-conservation land. On August 27, 2019, the County Board authorized the sale of said parcels for the purchase price requested. The City of Cohasset has requested purchase of said property to enhance and promote community and economic development.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. City Resolution 7-27-21
2. Plat
3. Location_Map

08/03/2021

RESULT:	**RECOMMENDED FOR REGULAR**	**NEXT: 08/10/2021 2:30 PM**

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, August 3, 2021

RESOLUTION

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

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

Lots 1-4, Block 2, Lot 1, Block 3, Lot 1, Block 4, Outlot A and Outlot B, Plat of Felix Addition; and

WHEREAS, the City of Cohasset has requested purchase of said property to enhance and promote community and economic development.

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

WHEREAS, Itasca County has determined that the County's land management interests would be best served if Lots 1-4, Block 2, Lot 1, Block 3, Lot 1, Block 4, Outlot A and Outlot B, Plat of Felix Addition is managed for public purpose by the City of Cohasset.

NOW THEREFORE BE IT RESOLVED, that the Itasca County Board of Commissioners approves sale of Lots 1-4, Block 2, Plat of Felix Addition under the terms provided in Minnesota Statute 282.01, Subd 1a para (b) for a price of $69,000.00 plus all associated costs and which approves the sale of Lot 1, Block 3, Lot 1, Block 4, Outlot A and Outlot B, Plat of Felix Addition under the terms provided in Minnesota Statute 282.01, Subd 1a para (b) for a price of $24,950.00 plus all associated costs

CITY OF COHASSET
RESOLUTION 2021-26

A RESOLUTION REQUESTING CONVEYANCE OF TAX-FORFEITED TRUST PARCEL FOR AN AUTHORIZED PUBLIC PURPOSE.

WHEREAS, Minnesota Statute 282.01 subd.1a. par. B. allows for, upon written request of a governmental subdivision of the state, the county board's approval of the conveyance of a tax forfeited trust land to the public entity for an authorized public purpose of the tax forfeited land for the purpose of enhancing and promoting community and economic development by creating a Riverfront Downtown Development; and

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

Lots 1, 2, 3 and 4, Block 2, Lot1, Block 3, Lot 1, Block 4, Outlot A and Outlot B, all in the Plat of Felix Addition, and

WHEREAS, the City of Cohasset and the public would benefit from conveyance of said tax-forfeited trust parcel for economic development to increase tax base.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF COHASSET, that the City of Cohasset respectfully requests that the Itasca County Board consider approving conveyance of tax-forfeited trust parcels as described above to the City of Cohasset, as provided for under Minnesota Statute 282.01 subd.1a. par. b, for the authorized public purpose for economic development of a Riverfront Downtown Development to increase tax base.

Adopted by the Cohasset City Council this 27 day of July, 2021.

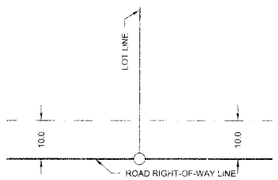
Greg Hagy, Mayor

Max Peters, Director of City Operations/Finance Manager

FELIX ADDITION

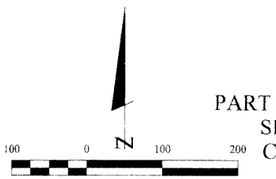
BEING A REARRANGEMENT OF PART OF PLAT OF COMPTON, ITASCA COUNTY, MINNESOTA SECTION 11, TOWNSHIP 55 NORTH, RANGE 26 WEST, CITY OF COHASSET, ITASCA COUNTY, MINNESOTA

DRAINAGE AND UTILITY EASEMENTS ARE 10.00 FEET IN WIDTH ADJOINING ALL ROAD RIGHT-OF-WAYS UNLESS OTHERWISE NOTED.



DRAINAGE & UTILITY EASEMENT DETAIL

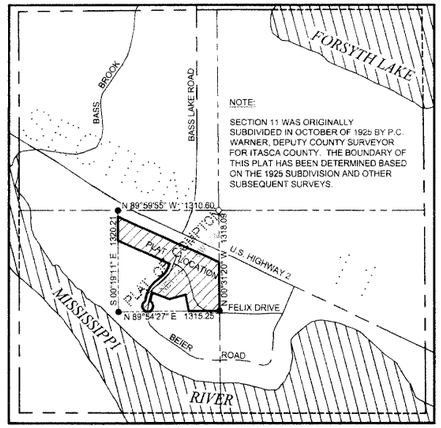
NO SCALE



SCALE IN FEET

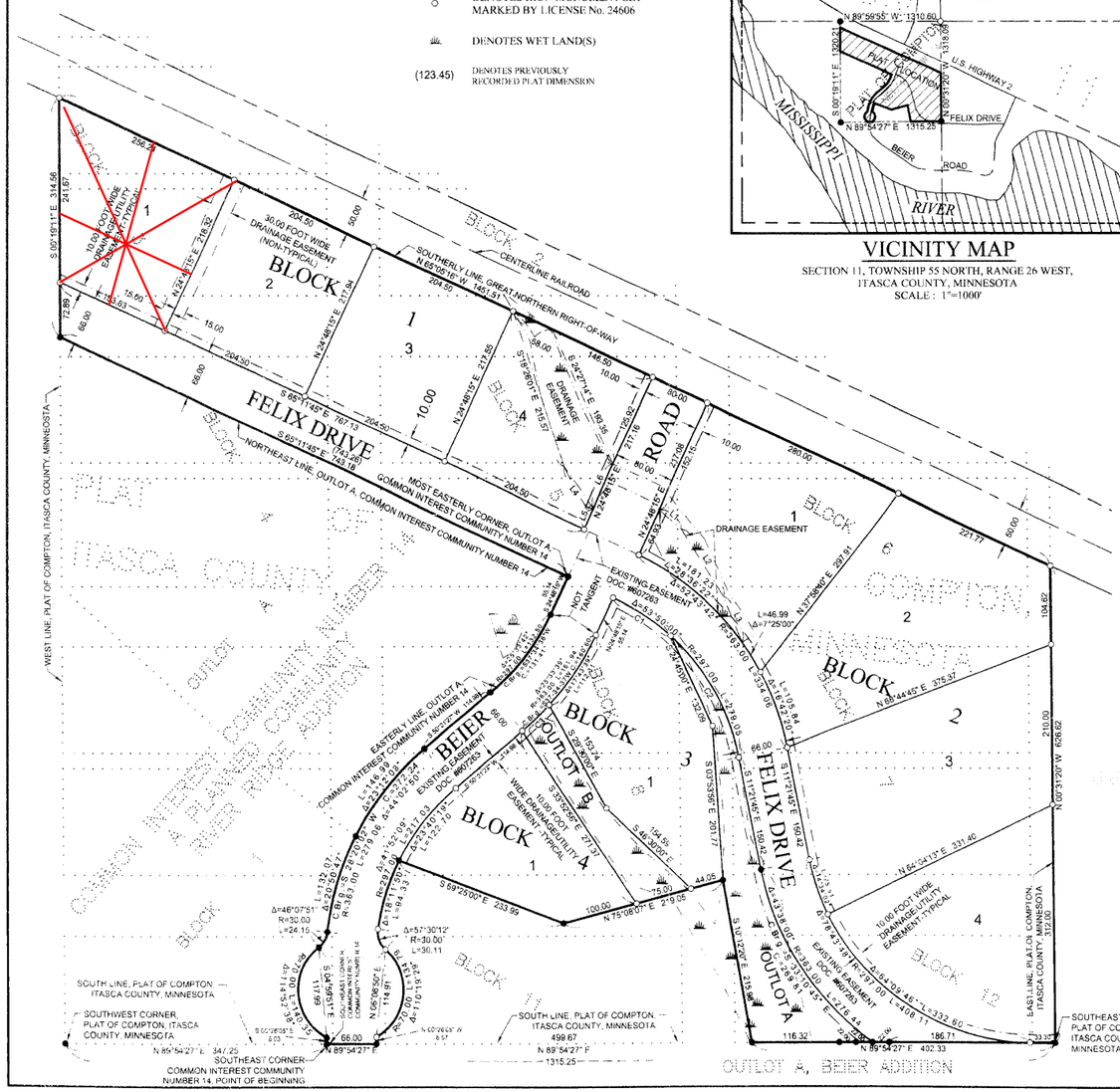
ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE SOUTH LINE OF THE PLAT OF COMPTON, ITASCA COUNTY, MINNESOTA TO HAVE AN ASSIGNED BEARING OF N 89°54'27"E.

- ● DENOTES MONUMENT FOUND
- ○ DENOTES IRON MONUMENT SET MARKED BY LICENSE No. 24606
- ⩩ DENOTES WET LAND(S)
- (123.45) DENOTES PREVIOUSLY RECORDED PLAT DIMENSION



VICINITY MAP

SECTION 11, TOWNSHIP 55 NORTH, RANGE 26 WEST,
ITASCA COUNTY, MINNESOTA
SCALE : 1"=1000'



KNOW ALL MEN BY THESE PRESENTS: That Felix Properties, Inc., a Minnesota Corporation, fee owner of the following described property situated in the County of Itasca, State of Minnesota, to wit:
That part of PLAT OF COMPTON, ITASCA COUNTY, MINNESOTA, and that part of the vacated streets, avenues, and alleys as originally platted thereon, according to the recorded plat thereof, Itasca County Minnesota, described as follows:
COMMENCING at the southwest corner of said PLAT OF COMPTON; thence North 89 degrees 54 minutes 27 seconds East, assigned bearing, along the south line of said PLAT OF COMPTON, 347.25 feet to the southeast corner of COMMON INTEREST COMMUNITY NUMBER 14, A PLANNED COMMUNITY, RIVER RIDGE ADDITION, according to the recorded plat thereof, said County and State, and the point of beginning of the tract to be herein described; thence North 89 degrees 54 minutes 27 seconds East along said south line 68.00 feet; thence North 00 degrees 26 minutes 05 seconds West 8.57 feet; thence northerly 134.79 feet along a curve not tangent to said last described line and being concave to the west having a radius of 70.00 feet, a central angle of 110 degrees 19 minutes 29 seconds, chord bearing North 06 degrees 08 minutes 50 seconds East; thence northwesterly 30.11 feet along a curve reverse to said last described curve and being concave to the northeast having a radius of 30.00 feet and a central angle of 57 degrees 30 minutes 12 seconds; thence northeasterly 94.33 feet along a curve compound to said last described curve and being concave to the southeast having a radius of 297.00 feet and a central angle of 18 degrees 11 minutes 50 seconds; thence South 69 degrees 25 minutes 00 seconds East not tangent to said last described curve 233.99 feet; thence North 75 degrees 08 minutes 07 seconds East 219.05 feet; thence South 10 degrees 12 minutes 20 seconds East 215.96 feet to said south line of PLAT OF COMPTON; thence North 89 degrees 54 minutes 27 seconds East along said south line 402.33 feet to the southeast corner of said PLAT OF COMPTON; thence North 00 degrees 31 minutes 20 seconds West along the east line of said PLAT OF COMPTON 626.62 feet to the southerly line of the Great Northern Right-of-Way; thence North 85 degrees 05 minutes 16 seconds West along said southerly line of the Great Northern Right-of-Way 1451.51 feet to the west line of said PLAT OF COMPTON; thence South 00 degrees 19 minutes 11 seconds East along said west line 314.66 feet to the northeast line of Outlot A, said COMMON INTEREST COMMUNITY NUMBER 14; thence South 65 degrees 11 minutes 45 seconds East along said northeast line 743.18 feet to the most easterly corner of said Outlot A; thence South 24 degrees 48 minutes 15 seconds West along the easterly line of said Outlot A 55.14 feet to a platted angle point on said easterly line of Outlot A; thence southwesterly 132.50 feet along said easterly line of Outlot A on a curve not tangent to said last described line being concave to the northwest having a radius of 297.00 feet, a central angle of 25 degrees 33 minutes 42 seconds, and chord bearing South 37 degrees 34 minutes 36 seconds West to an angle point on said easterly line of Outlot A; thence South 50 degrees 21 minutes 27 seconds West tangent to said curve along said easterly line of Outlot A 114.98 feet to an angle point on said easterly line of Outlot A; thence southwesterly 275.06 feet along said easterly line of Outlot A and along the easterly line of Block 1, said COMMON INTEREST COMMUNITY NUMBER 14 on a curve tangent to said last described line being concave to the southeast having a radius of 363.00 feet and a central angle of 44 degrees 02 minutes 50 seconds to an angle point on said easterly line of Block 1; thence southwesterly 24.15 feet along said easterly line of Block 1 on a curve reverse to said last described curve and being concave to the northwest having a radius of 30.00 feet and a central angle of 46 degrees 07 minutes 51 seconds to an angle point on said easterly line of Block 1; thence southerly 140.35 feet along said easterly line of Block 1 on a curve reverse to said last described curve and being concave to the east having a radius of 70.00 feet and a central angle of 114 degrees 52 minutes 38 seconds to an angle point on said easterly line of Block 1; thence South 00 degrees 26 minutes 05 seconds East along said easterly line of Block 1 not tangent to said last described curve 8.03 feet to the point of beginning.
SUBJECT to a 66.00 foot wide easement with cul-de-sac.
SUBJECT to Great Northern Right-of-Way.
SUBJECT to easements, restrictions, and reservations of record.

Has caused the same to be surveyed and platted as FELIX ADDITION, and hereby donate to the public for public use forever Beier Road and Felix Drive as shown on the plat, and also donating Outlot A and Outlot B to the public for drainage and green space, and also dedicating the easements as shown on the plat for the purposes specified thereon.

FEE OWNER:

In witness whereof said Felix Properties, Inc., a Minnesota Corporation, has caused these present to be signed by its proper officer this _____ day of _____, 20___.

By: _____
James B. Felix, President

STATE OF MINNESOTA
COUNTY OF ITASCA

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by James B. Felix, President, on behalf of Felix Properties, Inc., a Minnesota Corporation.

_____
Notary Public, Itasca County, Minnesota
My Commission Expires: _____

I hereby certify that I have surveyed and platted the property described on this plat as FELIX ADDITION, that this plat is a correct representation of the survey, that all distances are correctly shown on the plat in feet and hundredths of a foot; that all monuments have been correctly placed in the ground as shown, that the outside boundary lines are correctly designated on the plat and that there are no wetlands as defined by Minnesota Statute 505.02 Subd. 1, or public highways to be designated other than as shown.

_____
Jonathan J. Bunkowske, Land Surveyor
Minnesota License Number 24606

STATE OF MINNESOTA
COUNTY OF ITASCA

The foregoing surveyor's certificate was acknowledged before me this _____ day of _____, 20___, by Jonathan J. Bunkowske, Land Surveyor, Minnesota License Number 24606.

_____
Notary Public, Itasca County, Minnesota
My Commission Expires: _____

CITY COUNCIL:

We do hereby certify that on the _____ day of _____, 20___, the City Council of Cohasset, Minnesota, approved this plat.

_____ ATTEST: _____
Ron Hardy, Mayor Debra Sakrison, City Clerk

CITY SURVEYOR, CITY OF COHASSET:

I hereby certify that on the _____ day of _____, 20___, I examined the plat of FELIX ADDITION to ensure that the data required by Minnesota Statutes, Chapter 505 is shown.

_____
John J. Hinzmann, Jr., LS #15294, City of Cohasset Surveyor

ITASCA COUNTY AUDITOR:

I hereby certify that there are no delinquent taxes on the above described property as of this _____ day of _____, 20___.

_____
Jeffrey T. Walker, Itasca County Auditor

ITASCA COUNTY TREASURER:

I hereby certify that all taxes on the land herein described have been paid this _____ day of _____, 20___.

_____
Jeffrey T. Walker, Itasca County Treasurer

ITASCA COUNTY RECORDER:

I hereby certify that the within instrument was filed in this office for record this _____ day of _____, 20___, at _____ o'clock ____ M., as Document Number _____ and Slide Number _____.

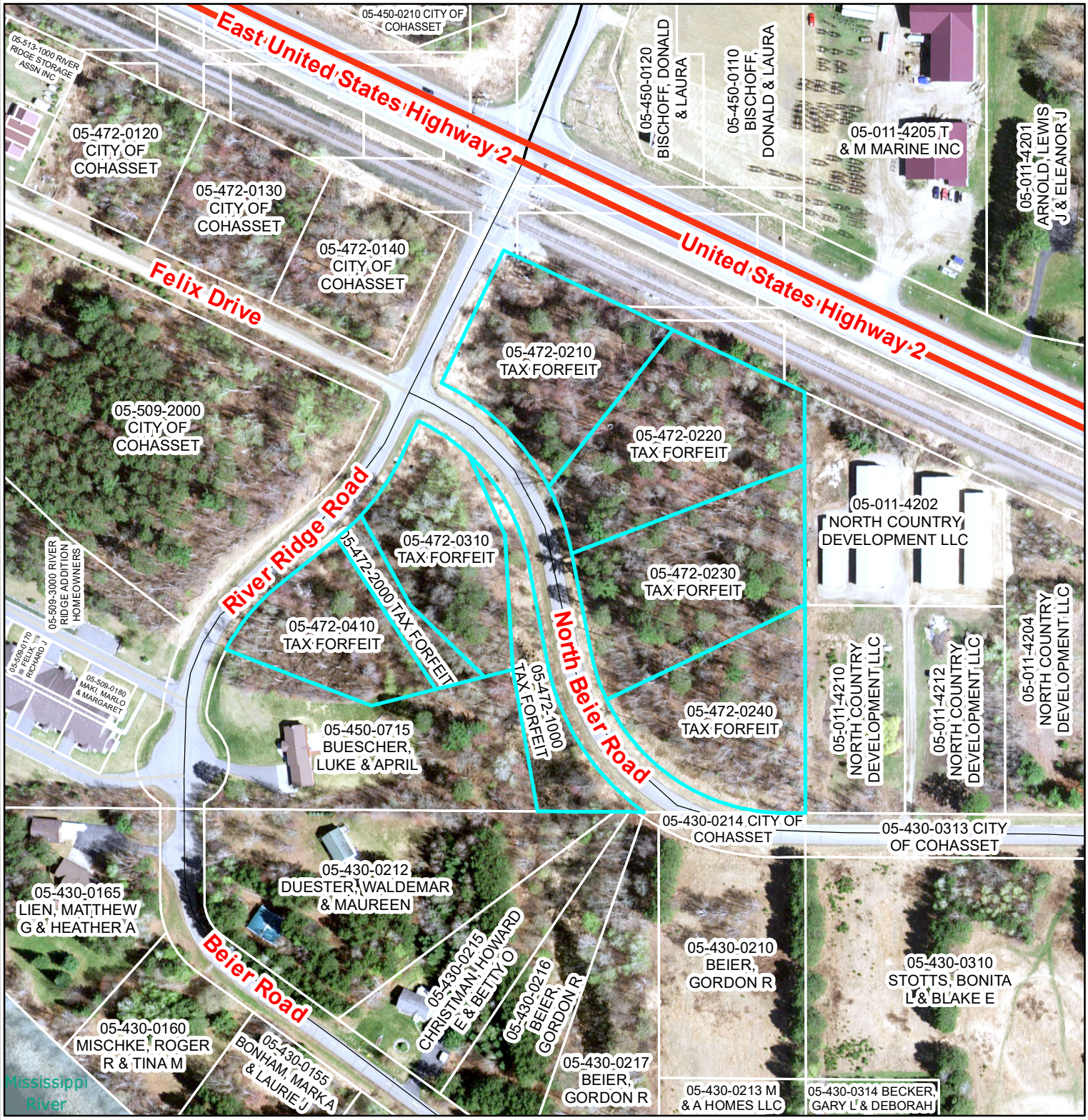
_____
Jean Bengston Winter, Itasca County Recorder

LINE TABLE		
LINE	LENGTH	BEARING
L1	38.34	S 49°48'06" E
L2	105.43	S 32°00'50" E
L3	65.39	S 22°03'33" E
L4	84.79	S 36°29'30" E
L5	29.38	N 24°48'15" E
L6	61.86	N 24°48'15" E

CURVE TABLE					
CURVE	DELTA	LENGTH	RADIUS	CHORD BRG	CHORD
C1	17°45'00"	92.01	297.00	N56°19'15"W	91.64
C2	36°05'00"	187.04	297.00	N29°24'15"W	183.97
C3	7°50'00"	49.63	363.00	N46°26'27"E	49.59

Landecker & Associates, Inc.
Engineering · Surveying · Planning
Grand Rapids, MN 55744
Phone: 218-326-8502 Fax: 218-326-1239

Lots 1-4, Block 2, Lot 1, Block 3, Lot 1, Block 4, Outlot A and Outlot B Plat of Felix Addition



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N
W E
S

0 25 50 100
Feet