ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, August 17, 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: Approve the agenda, as presented.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, August 10, 2021 County Board Special Session and the Tuesday, August 10, 2021 County Board Regular Session.

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

V. RECOMMENDED FOR CONSENT AGENDA

1. Approve the Addendum to the lease agreement between Itasca County and ISD 318 extending the current lease for the time period of 10/01/2021 - 06/30/2022 and authorize the County Board Chair to sign the addendum to the lease agreement.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 08/24/2021 2:30 PM**

2. Approve the Addendum to the Lease Agreement between Itasca County and Kootasca Community Action, Inc. extending the current lease for the time period of 10/01/2021 - 06/30/2022 and authorize the County Board Chair to sign the lease agreement.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 08/24/2021 2:30 PM**

3. Approve the Purchase of Service Agreement between ICHHS and Kootasca for administration and monitoring activities related to Housing Support Funds.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 08/24/2021 2:30 PM**

4. Approve the Purchase of Service Agreement between ICHHS and Northland Counseling Center for administrative and monitoring activities related to Housing Support Funds.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 08/24/2021 2:30 PM**

5. Approve the IMCare Q2 2021 Financial Statements.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 08/24/2021 2:30 PM**

6. Authorize IMCare Director and County Board chair to sign the contract between IMCare and Northern Tranquility Mental Health Services.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 08/24/2021 2:30 PM**

7. Authorize the Itasca County Transportation Department to acquire Highway Easement for County State Aid Highway 7 across Tax Forfeit Parcel #97-022-4202 in the Northwest Quarter of the Southeast Quarter, Section 22, Township 56 North, Range 24 West.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 08/24/2021 2:30 PM**

8. Authorize the required signatures on the Sponsor Agreement with Harris Township for the Local Road Improvement Project on Sunny Beach Road.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 08/24/2021 2:30 PM**

9. Approve the Change in Allocation of the Transportation Department's Traffic/GIS Technician position to an Engineering Technician position.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 08/24/2021 2:30 PM**

10. Approve final payment for Contract 59830, a bridge replacement project on CR 438, and authorize the County Board Chairperson and Clerk to the County Board to sign the necessary documents.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 08/24/2021 2:30 PM**

11. Award demolition contract to American Disposal for $31,500.00 to be paid from Land Commissioner account 12-600, and authorize necessary signatures.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 08/24/2021 2:30 PM**

12. Adopt the Resolution RE: Authorizing and Fixing the Terms of Sale for the 2021 Tax-Forfeited and Direct County land sale on Friday, October 22, 2021 at 10:00 A.M. in the Boardroom of the Itasca County Courthouse.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 08/24/2021 2:30 PM**

13. Itasca County has been granted an easement by private landowners for forest management access; item is informational only, no action needed.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 08/24/2021 2:30 PM**

14. Adopt the Resolution Re: Authorizing Execution of Limited Use Permit #3107-0032 between Itasca County and the Commissioner of Transportation, State of Minnesota and authorize necessary signatures.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 08/24/2021 2:30 PM**

15. Approve the request to utilize the Recorders Compliance Fund for the purchase of a new 2022 snowmobile in an amount not to exceed $12,500.

RESULT:	**RECOMMENDED FOR CONSENT NEXT: 08/24/2021 2:30 PM**

VI. DISCUSSION / INFORMATIONAL

1. Citizen Input
   No citizen input provided.
2. Introduction of New Leech Lake Band of Ojibwe Government Affairs Representative
   No introduction provided due to a scheduling issue. This item will be rescheduled for an upcoming meeting.
3. Request for Grader Replacement
   Maintenance Engineer Kory Johnson provided information regarding the request to purchase a grader replacement.

RESULT:	**RECOMMENDED FOR REGULAR NEXT: 08/24/2021 2:30 PM**

4. Bid Award for Contract 90011 – Deer River Safe Routes to School – Multi Use Trail Improvements
   Motion To: Award SAP 031-090-011 Deer River Safe Routes to School Multi Use Trail construction to the lowest responsible bidder, TNT Construction Group, LLC in the amount of $457,827.00 and authorize the required signatures on the contract documents.

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

5. KOOTASCA Community Action Cares Act Grant Report
   KOOTASCA Community Action (KCA) representatives Isaac Meyer and Alice Moren provided a report regarding use of the $85,000 CARES Act grant received last fall.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

VII. COMMITTEE REPORTS

Commissioner DeNucci reported on his attendance of recent Minnesota Association of RC&D groups meeting and County Board Special Session Re: American Rescue Plan (ARP) Funds, as well as a Keewatin resident meeting regarding possible formation of an ATV Club and trail.

Commissioner Tinquist reported on his attendance of recent Labor Negotiations and Jail Committee meetings, as well as a meeting with Itasca Economic Development Corporation (IEDC)/Tamara Lowney and Senior Day at the Pavilion event.

Commissioner Trunt reported on his attendance of recent Fair Committee, Itasca County Township Association (ICTA), and Tri-County Community Health Board meetings.

Commissioner Snyder reported on his attendance of a recent Federal EDA Funding meeting and various township meetings.

Commissioner Ives reported on his attendance of recent Trails Task Force, Community and Economic Development Associates (CEDA), Itasca Economic Development Corporation (IEDC), and Labor Negotiations meetings.

VIII. ADMINISTRATOR UPDATE

County Administrator Brett Skyles provided an Administrator Update, including information regarding the Correctional Facility/Courts construction project.

IX. COMMISSIONER COMMENTS

RECESS

Chair Ives recessed the meeting at 3:20 PM.

RECONVENE

Chair Ives reconvened the meeting at 3:25 PM, with all members present.

X. CLOSED SESSIONS

1. Closed Session Pursuant to MN Statutes 13D.05, Subd. 3(b) Re: Itasca County Employees Association (ICEA) Dispute

Motion To: Go into Closed Session pursuant to MN Statutes 13D.05, Subd. 3(b) based upon Attorney Client Privilege for status update regarding binding arbitration and subsequent appeal decisions regarding a dispute with the Itasca County Employees Association (ICEA).

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

Others Present: County Attorney Matti Adam, Labor Attorney Jennifer Moreau (via telephone), and County Administrator Brett Skyles.

Motion To: Go into Open Session.

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

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

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
(218) 327-2847

Tuesday, August 10, 2021 | 12:30 PM | Itasca County Boardroom

DRAFT

SPECIAL SESSION MINUTES

I. CALL TO ORDER

Chair Ives called the meeting to order at 12:33 PM.

Attendee Name	Title	Status	Arrived
Davin Tinquist	District #1	Present	12:33 PM
Terry Snyder	District #2	Present	12:33 PM
Leo Trunt	District #3	Present	12:33 PM
Burl Ives	District #4	Present	12:33 PM
Ben DeNucci	District #5	Present	12:33 PM

II. REGULAR AGENDA

1. American Rescue Plan (ARP) Fund Update

   County Administrator Brett Skyles provided information regarding the American Rescue Plan (ARP), which will deliver $8,765,973 in Coronavirus State and Local Fiscal Recovery Funds to Itasca County for uses in response to the COVID-19 emergency through 2024. The Board has already approved the use of $2,665,515.

   RESULT: INFORMATIONAL - NO ACTION TAKEN

2. External American Rescue Plan (ARP) Funding Requests

   Commissioners discussed external requests for use of the ARP funds.

   RESULT: INFORMATIONAL - NO ACTION TAKEN

3. County Requests for American Rescue Plan (ARP) Funding

   County Administrator Brett Skyles indicated that he is collecting internal requests for use of ARP funds.

   RESULT: INFORMATIONAL - NO ACTION TAKEN

4. Innovation Center Presentation

   Itasca Economic Development Corporation (IEDC) President & CEO Tamara Lowney provided information regarding the request to utilize up to $150,000 in ARP Funds to provide matching funds for the USDA Rural Innovation Stronger Economy (RISE) Grant, if awarded, for the Innovation Center Project.

   RESULT: INFORMATIONAL - NO ACTION TAKEN

5. Broadband Presentation

   Itasca Economic Development Corporation (IEDC) Business & Community Broadband Consultant Austin Miller presented a Broadband Service Area Map of Itasca County.

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**

6. Visit Grand Rapids / Edge of the Wilderness Presentation

   Visit Grand Rapids Executive Director Megan Christianson and Edge of the Wilderness Executive Director Tim Johnson provided information regarding options and potential use of American Rescue Plan (ARP) funds for Tourism and Hospitality projects.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

III. ADJOURN

Chair Ives adjourned the meeting at 2:01 PM.

ATTEST

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

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BOARD OF COMMISSIONERS

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Tuesday, August 10, 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: Pull Item #6.12 (Bid Award for Contract 90011 – Deer River Safe Routes to School – Multi Use Trail Improvements), add Item #6.14 (Berquist / e2ip Property Update), and approve the agenda, as amended.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, August 3, 2021 County Board Work Session.

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

V. CONSENT AGENDA

Motion To: Pull Item #5.3 (Chippewa National Forest Resource Advisory Committee Grant Applications), added the item as Item #6.15, and approve the Consent Agenda, as amended and delineated below.

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

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.

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.

VI. REGULAR AGENDA

1. Citizen Input

   No citizen input provided.

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

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

3. Recognition of County Employees

   The following employees were recognized:

   Farewell to Mike Bliss whose last day as Deputy Sheriff/Lieutenant will be August 21, 2021 after 29+ years of service.

   Welcome new employee, Jolie Nyberg, Managed Care Nurse, IMCare, Health & Human Services department effective August 9, 2021.

   Farewell to Karissa Benoit whose last day as Social Worker, Family Services Division Health & Human Services department will be August 13, 2021 after 5+ years of service.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

4. Commissioner Warrants

   Motion To: Approve Commissioner Warrants with a check date of August 13, 2021 in the amount of $1,820,480.45.

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

14. Berquist / e2ip Property Update

    Itasca Economic Development Corporation (IEDC) President & CEO Tamara Lowney provided information regarding the potential expansion of Lakeshirts, a Minnesota-based manufacturer, at the Berquist / e2ip property in Bigfork, Minnesota.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

5. FAA Grant Agreement

   Motion To: Approve the FAA Grant Agreement for the replacement of the rotating beacon at the airport and authorize necessary signatures.

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

6. Letter of Appointment

Motion To: Approve a Letter of Appointment from Itasca County to Minnesota Driver and Vehicle Services (DVS) regarding the appointment of RaeAnne Lattimore as Deputy Registrar and Driver Licensing Agent for Office 089 located in Deer River, Minnesota and authorize signature of the County Board Chair.

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

7. 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**

8. Changemaker Retreat Report

Public Health Division Manager Kelly Chandler provided information regarding the upcoming Changemaker Retreat regarding Innovation for Social Change to be held at Camp Hiawatha in Deer River, Minnesota. Interested individuals who live or work in Itasca County or Leech Lake area are encouraged to apply by visiting z.umn.edu/itascachangemaker2021.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

9. IRC RTU Replacement Project

Motion To: Authorize the Board Chair to sign the Building Systems Agreement with Honeywell International, Inc. for the IRC RTU Replacement, with funds to be paid from the IRC Building Fund.

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

10. Itasca County Farm Family of the Year

County Extension Committee member Conley Janssen recognized the Rajala Family of Rajala Forest Products Company as the 2021 Itasca County Farm Family of the Year and the Zerebko Family of Zerebko Family Farms as the 2020 Itasca County Farm Family of the Year.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

11. 2020 Annual Report

County Engineer Karin Grandia provided the Transportation Department's 2020 Annual Report.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

13. Declaration of a State of Emergency

Motion To: Adopt the Resolution Re: Declaration of a State of Emergency due to damage resulting from the July 23, 2021 Severe Storms and Wind Damage in Itasca County and approve necessary signatures to the request for a Preliminary Damage Assessment from the State.

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

15. Chippewa National Forest Resource Advisory Committee Grant Applications

Motion To: Approve Chippewa National Forest – Resource Advisory Committee (RAC) grant applications for Public Water Access Repair and Maintenance, Wabana Trails Wetland Boardwalk and Crooked Lake Public Water Access Rehabilitation, and authorize necessary signatures if awarded to accept the grants.

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

VII. COMMISSIONER COMMENTS

Commissioner Snyder provided comment regarding interest is receiving yearly updates from departments to recap budgets, projects, and accomplishments.

VIII. CLOSED SESSIONS

IX. ADJOURN

Chair Ives adjourned the meeting at 3:47 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 17, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1723

DEPARTMENT: Health & Human Services **TIME REQUESTED:** < 5 Minutes
PRESENTER: Eric Villeneuve

AGENDA ITEM:
Addendum to the Lease Agreement Between Itasca County and ISD 318

BOARD ACTION REQUESTED:
Approve the Addendum to the lease agreement between Itasca County and ISD 318 extending the current lease for the time period of 10/01/2021 - 06/30/2022 and authorize the County Board Chair to sign the addendum to the lease agreement.

BACKGROUND:
There is currently a lease in place between Itasca County and ISD 318 for space at the IRC Building, for the term of three (3) years from April 1, 2018. The Addendum covers an extension to this lease, extending it through June 30, 2022. ISD 318 will be leasing 4,444 total square feet of space within the Itasca Resource Center. They will pay $13.00 a square foot. The lease dollars will go into the IRC Building Fund. ICHHS recommends approval.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. 2018 Lease between Itasca County and ISD 318 FULLY EXECUTED
2. ISD 318 Addendum 2022

08/17/2021

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 08/24/2021 2:30 PM**

Lease Between Itasca County and Independent School District # 318

SYNOPSIS

This Lease Agreement is made by and between Itasca County hereinafter referred to as LESSOR; and Independent School District # 318, hereinafter referred to as LESSEE.

LESSEE: Independent School District #318's mission is dedicated to providing education within the district and is a public entity.

LESSOR: Itasca County is a political subdivision of the State of Minnesota. As such, Itasca County is empowered to carry out the governmental program of providing services under Minnesota Statute 373.01 subdivision 1 (4).

Itasca County is empowered to purchase, lease, rent, and maintain as a political subdivision of the State of Minnesota under Minnesota Statute 373.01.

Witnesseth: LESSOR and LESSEE, in consideration of the rents, covenants and considerations hereinafter specified, do hereby agree with the other as follows:

1. **LEASED PREMISES**

LESSOR grants and LESSEE accepts the lease of the following described Leased Premises located in the City of Grand Rapids, County of Itasca, Minnesota, to-wit:

Up to 5,380 total square feet in the building known as Itasca Resource Center located at 1209 SE 2nd Avenue, Grand Rapids, Minnesota.

	Room Number	Square Footage
Classroom	138	936
Classroom	142	936
Classroom	149	848
Employee Break Room		90
Office	115	93
Office	116	93
Office	117	93
Office	112 & 113	555
Office	114A	260
Office	120 & 121	540
Shared Kitchen	128	443
Shared Space	123	60
Shared Space	132	433
		5,380 square feet

2. **USE**

LESSEE shall use and occupy the Leased Premises for its programs and services and for no other purpose.

3. **TERM**

The term of the lease shall be three (3) years from the 1st of April, 2018 through the 31st of March, 2021, subject to termination by LESSOR during the term thereof upon six (6) month written notice to LESSEE.

4. **RENTS**

4.01 The consideration for this Lease Agreement shall be the mutual benefit to both parties of this Lease Agreement in so far as the collaborative is committed to improving access, delivery, and programming services to young children and families and individuals on a "one-stop" basis through collaboration and cooperation of the agencies involved in order to serve area residents in a more efficient and feasible manner.

4.02 LESSOR represents and warrants that it is solely entitled to all of the rents payable under the terms of this Lease Agreement and that it is a solvent organization. A complete auditor's report is available upon request.

4.03 In consideration for the use of said premises, LESSEE shall pay the LESSOR for 5,380 square feet of space at the rate of $13.00 per square foot the sum of $5,828.33 per month, payable on the 5th day of each month.

4.04 The building base operation costs will be reviewed on an annual basis with annual rents adjusted based on actual costs. Building base operating costs are those costs necessary and incidental to operating and maintaining the IRC building and related premises and shall include, but not be limited to, maintenance, cleaning, utilities, heating, cooling ventilation, lighting, restrooms, janitorial service, trash removal, recycling, snow removal, maintenance supplies, insurance and reserves.

LESSEE shall have the quiet enjoyment of the Leased Premises during the full term of this Lease Agreement and any extension of renewal thereof.

5. **TERMINATION**

5.01 In the event that LESSEE shall fail to fulfill its obligations as set forth in this lease, LESSOR shall notify LESSEE in writing setting forth the specific lease term in default. LESSEE shall then be allowed thirty (30) days to cure such default. In the event that such default is not corrected

within such thirty (30) day period, LESSOR may, at LESSOR's option, declare this lease terminated.

5.02 LESSEE covenants that upon the termination of this Lease Agreement by lapse of time or otherwise, it shall remove its personal property and vacate and surrender possession of the Leased Premises to LESSOR in as good a condition as when LESSEE took possession, ordinary wear and damage by the elements expected. Any equipment, trade fixtures or furniture installed by LESSEE shall remain the property of the LESSEE. LESSEE shall have the right to remove owned equipment at the expiration or termination of this Lease Agreement or any extension thereof.

5.03 This lease may further be terminated by the LESSOR or the LESSEE in the event that either party's governmental programs have a substantial decrease in funding or terminated upon giving thirty (30) days written notice.

5.04 If LESSEE defaults, improvements to building will be forfeited as well as grant monies.

6. DUTIES OF LESSOR

6.01 **Utilities:** LESSOR shall bear the cost of heat, electricity, air-conditioning, gas, sewer and water.

6.02 **Common Areas:** LESSOR shall provide sufficient light, heat and maintenance to the common areas and public access areas to the Leased Premises, so that such areas shall be safe and reasonably comfortable.

6.03 **Snow Removal:** LESSOR shall keep the public sidewalks adjacent to the building and any sidewalks leading from the public sidewalks to the building free from snow, ice and debris.

6.04 **Maintenance:** LESSOR shall maintain in working condition all appurtenances within the scope of this Lease Agreement, including the maintenance of proper plumbing, wiring, heating and cooling devices and ductwork.

6.05 **Repairs:** LESSOR shall make such necessary repairs so as to continue to provide all such services appurtenances as are required by this Lease Agreement provided, however, that LESSOR shall not be responsible for repairs upon implements or articles which are the personal property of the LESSEE, nor shall LESSOR bear the expense of repairs to the Lease Premises necessitated by damage caused by LESSEE beyond normal wear

and tear.

6.06 **Janitorial and Trash Removal:** LESSOR shall provide janitorial services and trash removal at LESSOR'S expense. LESSEE will allow janitorial staff in to begin cleaning daily at 3:00 PM, unless an exception is previously arranged with the LESSOR. LESSEE shall be responsible for the day-to-day maintenance of storage facilities and surface areas at its expense.

6.07 **Accessibility:**

a. LESSOR agrees to provide and maintain the Leased Premises and building of which the Leased Premises are a part with accessibility and facilities meeting code requirements for handicapped persons, pursuant to all applicable laws, rules, ordinances and regulations as issued by any federal, state or local political subdivisions having jurisdiction and authority in connection with the property.

b. In the event of LESSOR'S failure to take steps to so comply within sixty (60) days following its receipt of notice of any such noncompliance, LESSEE, as its sole remedy, shall have this option to terminate this Lease Agreement within sixty (60) days prior to written notice to LESSOR.

7. DUTIES OF LESSEE

7.01 LESSEE shall allow access to the Leased Premises by LESSOR or its authorized representatives at any reasonable time during the life of this Lease Agreement for any purpose within the scope of this Lease Agreement.

7.02 LESSEE shall not use the Leased Premises at any time for any purpose forbidden by law or contrary to the requirements of the Minnesota Commissioner of Finance relative to the Leased Premises.

7.03 LESSEE shall not assign, sublet or otherwise transfer its interest in this Lease Agreement without the prior written consent of LESSOR. LESSEE for the benefit of the LESSOR shall require that any sublease, lease, contract or subcontract contain a provision that the Sub-Lessee or contracting party comply with Section 9 and the general terms of this Lease Agreement and that the sub-lessee or contracting party shall provide a certificate of insurance as proof of insurance as required herein

for the benefit of the Parties to this agreement. Any agreement under this provision shall be subject to the review of the Itasca County Attorney's Office.

7.04 LESSEE shall make no alterations, additions, or changes in the Leased Premises without the advance written consent of LESSOR. All alterations, additions, improvements and fixtures, which may be made or installed by LESSOR upon the Leased Premises and which in any manner are attached to the floors, walls, or ceilings, at the termination of this lease shall remain the property of LESSOR.

7.05 LESSEE shall be responsible for the payment of all costs associated with its telephone service to the Leased Premises.

7.06 On an annual basis, LESSEE shall furnish to LESSOR an initial program evaluation report and an annual budget including projected revenue and expenditure forecast.

8. DESTRUCTION OF PREMISES

In the event the Leased Premises are damaged or destroyed by fire or other casualty, LESSOR shall with reasonable diligence, repair such damage and restore the Leased Premises to substantially, its condition at the time LESSEE took possession at the commencement of the term thereof, subject to delays which may arise by reason of adjustment of loss under insurance policies and delays beyond the reasonable control of LESSOR; and to the extent the Leased Premises are rendered untenantable, the rent shall abate proportionately except that there shall be no abatement of rent in the event such damage was caused by or contributed by the act, fault or neglect of LESSEE, its employees or agents; if it is impractical to restore the Leased Premises, LESSOR may terminate this Lease Agreement and the rent shall be adjusted to the date of damage. LESSOR must notify LESSEE of its intentions within thirty (30) days of the damage and, if the intent is to restore, must start restoration within sixty (60) days of the damage and complete restoration within ninety (90) days thereafter or LESSEE reserves the right to terminate this Lease Agreement.

9. INSURANCE LIABILITY

9.01 MUTUAL INDEMNIFICATION

a. Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the

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

b. It is understood and agreed that the County's liability shall be limited by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law.

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

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

	Limits
General Aggregate	$1,500,000
Products-Completed Operations Aggregate	$1,500,000
Personal and Advertising Injury	$1,500,000
Each Occurrence: Combined Bodily Injury and Property Damage	$1,500,000

b. Automobile Liability - Combined single limit each occurrence for bodily injury and property damage covering owned, non-owned and hired automobiles $1,500,000

c. Workers' Compensation and Employer's Liability: Statutory Limits

d. Employer's Liability

Bodily injury by:	
Accident - Each Accident	$500,000
Disease - Policy Limit	$500,000
Disease - Each Employee	$500,000

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

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

LESSEE, its agents, or Lessee's contractors, shall not commence work on the Site, or otherwise occupy the Site, until it has obtained required insurance and filed an acceptable Certificate of Insurance with LESSOR to the attention of the Risk Manager/Safety Officer. The Certificate shall:

a. List Itasca County as Certificate holder and as an additional insured with respect to operations covered under the Exhibit for all liability coverage except Workers' Compensation and Employer's Liability and Professional Liability, if applicable; and,

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

9.03 Any public entity Sub-Lessee must provide the same indemnification and insurance requirements hereinabove set forth. Any private entity Sub-Lessee must provide the same indemnification and insurance requirements hereinabove set forth except that the general aggregate limit shall be increased to $3,000,000. Any sub-lease must be approved according to Section 7.03.

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

10. BUILDING ACCESS

LESSOR shall provide LESSEE with access to the Leased Premises during the term of this Lease.

11. NOTICES

All notices, or communications between LESSOR and LESSEE shall be deemed sufficiently given or rendered in writing and delivered to either party personally or sent by registered or certified mail addressed as follows:

LESSOR: Itasca County Health and Human Services
1209 SE 2nd Ave
Grand Rapids, MN 55744

LESSEE: Independent School District #318
820 NW 1st Avenue
Grand Rapids, MN 55744

12. SIGNS

LESSEE agrees to obtain LESSOR'S prior written approval of all signs including lettering and other advertising media upon the exterior of the Leased Premises

13. ACCESS TO PREMISES

LESSOR shall have the right to enter upon the Leased Premises at reasonable hours for the purpose of inspecting the same or making repairs, additions, or alterations thereof or to the building in which the same are located. LESSOR further reserves the right to enter the Leased Premises at any time in the event of any emergency.

14. ARBITRATION

All claims, counterclaims, disputes and other matters in question between the parties arising out of or relating to this Agreement or the breach thereof will be decided by arbitration. Notice of demand for arbitration must be filed in writing with the other parties to this Agreement.

LESSOR
Itasca County

By: _____

Title: County Board Vice-Chair

Date: 03/27/2018

LESSEE
Independent School District #318

By: _____
PATRICK FOGGIN

Title: BUSINESS MANAGER

Date: 3-21-18

ADDENDUM
to
Lease Agreement
Between Itasca County
and
Independent School District #318

WE THE PARTIES HERETO, AGREE THAT THE TERMS AND AGREEMENT OF THE CURRENT LEASE AGREEMENT FOR SPACE AT THE ITASCA RESOURCE CENTER, CURRENTLY IN PLACE FOR THE TERM OF APRIL 1, 2018 THROUGH SEPTEMBER 30, 2021 BE EXTENDED OCTOBER 1, 2021 THROUGH JUNE 30, 2022:

Page 1, **LEASED PREMISES**, are as follows:

	Room Number	Square Footage
Classroom	138	936
Classroom	149	848
Employee Break Room		90
Office	115	93
Office	116	93
Office	117	93
Office	112 & 113	555
Office	114A	260
Office	120 & 121	540
Shared Kitchen	128	443
Shared Space	123	60
Shared Space	132	433
		4,444 square feet

Page 2, **RENTS**, Section 4.03 are as follows:

4.03 a. In consideration for the use of said premises, LESSEE shall pay the LESSOR for 4,444 square feet of space at the rate of $13.00 per square foot for the sum of $4,814.33 per month, payable on the 5th day of each month.

All other descriptions remain unchanged in the 2018 Lease Agreement.

AND THAT THE PARTIES HEREIN WILL HONOR THESE SAME TERMS AND AGREEMENTS DESCRIBED.

APPROVED:

_____ _____
Chairperson, Itasca County Board Date

_____ _____
Director of Lessee Agency Date

_____ _____
Director, Itasca County Health & Human Services Date

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

Tuesday, August 17, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1724

DEPARTMENT: Health & Human Services **TIME REQUESTED:** < 5 Minutes
PRESENTER: Eric Villeneuve

AGENDA ITEM:
Lease Addendum Between Itasca County and Kootasca Community Action

BOARD ACTION REQUESTED:
Approve the Addendum to the Lease Agreement between Itasca County and Kootasca Community Action, Inc. extending the current lease for the time period of 10/01/2021 - 06/30/2022 and authorize the County Board Chair to sign the lease agreement.

BACKGROUND:
Kootasca Community Action, Inc will be leasing 5,290 total square feet of space within the Itasca Resource Center. They will pay $13.00 a square foot, the lease dollars will go into the IRC Building Fund. ICHHS recommends approval.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. 2018 Lease between Itasca County and Kootasca FULLY EXECUTED
2. Kootasca Addendum 2022

08/17/2021

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 08/24/2021 2:30 PM**

Lease Between Itasca County and Kootasca Community Action, Inc.

SYNOPSIS

This Lease Agreement is made by and between Itasca County hereinafter referred to as LESSOR; and Kootasca Community Action, Inc., hereinafter referred to as LESSEE.

LESSEE: Kootasca Community Action, Inc.'s mission is dedicated to helping people recognize their strengths, build for the future, and celebrate their diversity, and is a public entity under Minnesota Statute 466.01.

LESSOR: Itasca County is a political subdivision of the State of Minnesota. As such, Itasca County is empowered to carry out the governmental program of providing services under Minnesota Statute 373.01 subdivision 1 (4).

Itasca County is empowered to purchase, lease, rent, and maintain as a political subdivision of the State of Minnesota under Minnesota Statute 373.01.

Witnesseth: LESSOR and LESSEE, in consideration of the rents, covenants and considerations hereinafter specified, do hereby agree with the other as follows:

1. **LEASED PREMISES**

LESSOR grants and LESSEE accepts the lease of the following described Leased Premises located in the City of Grand Rapids, County of Itasca, Minnesota, to-wit:

Up to 4,354 total square feet in the building known as Itasca Resource Center located at 1209 SE 2nd Avenue, Grand Rapids, Minnesota.

	Room Number	Square Footage
Classroom	134	936
Classroom	140	936
Classroom	145	832
Employee Break Room		90
Office	118 & 119	448
Office – TAPP	238	176
Shared Kitchen	128	443
Shared Space	123	60
Shared Space	132	433
		4,354 square feet

LESSOR shall in addition to the premises leased listed above, lease to LESSEE approximately 8,352 square feet adjacent to and on the northeast outside perimeter of the Itasca County Resource Center building located at 1209 SE Second Avenue, Grand Rapids, MN to be used as a playground. Said area is further identified and described as being a fenced area adjacent to the IRC building.

LESSEE in consideration of the agreements herein agrees to lease said additional premises without the payment of additional rent. LESSOR shall be responsible and pay for the maintenance said additional leased premises as a playground to be maintained at a standard that complies with all Statues, rules and regulations pertaining to playgrounds. On a monthly basis, LESSEE will provide to LESSOR a certification that they have conducted all maintenance and safety audits required by statute, law or rules to a representative of Itasca County as designated by the County.

2. **USE**

LESSEE shall use and occupy the Leased Premises for its programs and services and for no other purpose.

3. **TERM**

The term of the lease shall be two (2) years and eleven (11) months from the 1st of May, 2018 through the 31st of March, 2021, subject to termination by LESSOR during the term thereof upon six (6) month written notice to LESSEE.

4. **RENTS**

4.01 The consideration for this Lease Agreement shall be the mutual benefit to both parties of this Lease Agreement in so far as the collaborative is committed to improving access, delivery, and programming services to young children and families and individuals on a "one-stop" basis through collaboration and cooperation of the agencies involved in order to serve area residents in a more efficient and feasible manner.

4.02 LESSOR represents and warrants that it is solely entitled to all of the rents payable under the terms of this Lease Agreement and that it is a solvent organization. A complete auditor's report is available upon request.

4.03 In consideration for the use of said premises, LESSEE shall pay the LESSOR for 4,354 square feet of space at the rate of $11.75 per square foot the sum of $4,263.29 per month, payable on the 5th day of each month for the time period of May 1st, 2018 through December 31st, 2018. Effective January 1st, 2019 through March 31st, 2021 the LESSEE shall pay the

LESSOR for 4,354 square feet of space at the rate of $13.00 per square foot the sum of $4,716.83 per month, payable on the 5th day of each month.

4.04 The building base operation costs will be reviewed on an annual basis with annual rents adjusted based on actual costs. Building base operating costs are those costs necessary and incidental to operating and maintaining the IRC building and related premises and shall include, but not be limited to, maintenance, cleaning, utilities, heating, cooling ventilation, lighting, restrooms, janitorial service, trash removal, recycling, snow removal, maintenance supplies, insurance and reserves.

LESSEE shall have the quiet enjoyment of the Leased Premises during the full term of this Lease Agreement and any extension of renewal thereof.

5. TERMINATION

5.01 In the event that LESSEE shall fail to fulfill its obligations as set forth in this lease, LESSOR shall notify LESSEE in writing setting forth the specific lease term in default. LESSEE shall then be allowed thirty (30) days to cure such default. In the event that such default is not corrected within such thirty (30) day period, LESSOR may, at LESSOR's option, declare this lease terminated.

5.02 LESSEE covenants that upon the termination of this Lease Agreement by lapse of time or otherwise, it shall remove its personal property and vacate and surrender possession of the Leased Premises to LESSOR in as good a condition as when LESSEE took possession, ordinary wear and damage by the elements expected. Any equipment, trade fixtures or furniture installed by LESSEE shall remain the property of the LESSEE. LESSEE shall have the right to remove owned equipment at the expiration or termination of this Lease Agreement or any extension thereof.

5.03 This lease may further be terminated by the LESSOR or the LESSEE in the event that either party's governmental programs have a substantial decrease in funding or terminated upon giving thirty (30) days written notice.

5.04 If LESSEE defaults, improvements to building will be forfeited as well as grant monies.

6. DUTIES OF LESSOR

6.01 **Utilities:** LESSOR shall bear the cost of heat, electricity, air-

conditioning, gas, sewer and water.

6.02 **Common Areas:** LESSOR shall provide sufficient light, heat and maintenance to the common areas and public access areas to the Leased Premises, so that such areas shall be safe and reasonably comfortable.

6.03 **Snow Removal:** LESSOR shall keep the public sidewalks adjacent to the building and any sidewalks leading from the public sidewalks to the building free from snow, ice and debris.

6.04 **Maintenance:** LESSOR shall maintain in working condition all appurtenances within the scope of this Lease Agreement, including the maintenance of proper plumbing, wiring, heating and cooling devices and ductwork.

6.05 **Repairs:** LESSOR shall make such necessary repairs so as to continue to provide all such services appurtenances as are required by this Lease Agreement provided, however, that LESSOR shall not be responsible for repairs upon implements or articles which are the personal property of the LESSEE, nor shall LESSOR bear the expense of repairs to the Lease Premises necessitated by damage caused by LESSEE beyond normal wear and tear.

6.06 **Janitorial and Trash Removal:** LESSOR shall provide janitorial services and trash removal at LESSOR'S expense. LESSEE will allow janitorial staff in to begin cleaning daily at 3:00 PM, unless an exception is previously arranged with the LESSOR. LESSEE shall be responsible for the day-to-day maintenance of storage facilities and surface areas at its expense.

6.07 **Accessibility:**

a. LESSOR agrees to provide and maintain the Leased Premises and building of which the Leased Premises are a part with accessibility and facilities meeting code requirements for handicapped persons, pursuant to all applicable laws, rules, ordinances and regulations as issued by any federal, state or local political subdivisions having jurisdiction and authority in connection with the property.

b. In the event of LESSOR'S failure to take steps to so comply within sixty (60) days following its receipt of notice of any such noncompliance, LESSEE, as its sole remedy, shall have this option to terminate this Lease Agreement within sixty (60) days prior to written notice to LESSOR.

7. DUTIES OF LESSEE

7.01 LESSEE shall allow access to the Leased Premises by LESSOR or its authorized representatives at any reasonable time during the life of this Lease Agreement for any purpose within the scope of this Lease Agreement.

7.02 LESSEE shall not use the Leased Premises at any time for any purpose forbidden by law or contrary to the requirements of the Minnesota Commissioner of Finance relative to the Leased Premises.

7.03 LESSEE shall not assign, sublet or otherwise transfer its interest in this Lease Agreement without the prior written consent of LESSOR. LESSEE for the benefit of the LESSOR shall require that any sublease, lease, contract or subcontract contain a provision that the Sub-Lessee or contracting party comply with Section 9 and the general terms of this Lease Agreement and that the sub-lessee or contracting party shall provide a certificate of insurance as proof of insurance as required herein for the benefit of the Parties to this agreement. Any agreement under this provision shall be subject to the review of the Itasca County Attorney's Office.

LESSOR authorizes the LESSEE to sublease the playground premises to Independent School District #318. The Sub-Lessee must be required to comply with the provisions of Section 9.

7.04 LESSEE shall make no alterations, additions, or changes in the Leased Premises without the advance written consent of LESSOR. All alterations, additions, improvements and fixtures, which may be made or installed by LESSOR upon the Leased Premises and which in any manner are attached to the floors, walls, or ceilings, at the termination of this lease shall remain the property of LESSOR.

7.05 LESSEE shall be responsible for the payment of all costs associated with its telephone service to the Leased Premises.

7.06 On an annual basis, LESSEE shall furnish to LESSOR an initial program evaluation report and an annual budget including projected revenue and expenditure forecast.

8. DESTRUCTION OF PREMISES

In the event the Leased Premises are damaged or destroyed by fire or other casualty, LESSOR shall with reasonable diligence, repair such damage and restore the Leased Premises to substantially, its condition at the time LESSEE took possession at the commencement of the term thereof, subject to delays which may arise by reason of adjustment of loss under insurance policies and delays beyond the reasonable control of LESSOR; and to the extent the Leased Premises are rendered untenantable, the rent shall abate proportionately except that there shall be no abatement of rent in the event such damage was caused by or contributed by the act, fault or neglect of LESSEE, its employees or agents; if it is impractical to restore the Leased Premises, LESSOR may terminate this Lease Agreement and the rent shall be adjusted to the date of damage. LESSOR must notify LESSEE of its intentions within thirty (30) days of the damage and, if the intent is to restore, must start restoration within sixty (60) days of the damage and complete restoration within ninety (90) days thereafter or LESSEE reserves the right to terminate this Lease Agreement.

9. INSURANCE LIABILITY

9.01 MUTUAL INDEMNIFICATION

a. Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Contract.

b. It is understood and agreed that the County's liability shall be limited by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law.

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

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

	Limits
General Aggregate	$1,500,000
Products-Completed Operations Aggregate	$1,500,000
Personal and Advertising Injury	$1,500,000
Each Occurrence: Combined Bodily Injury and Property Damage	$1,500,000

b. Automobile Liability - Combined single limit each occurrence for bodily injury and property damage covering owned, non-owned and hired automobiles $1,500,000

c. Workers' Compensation and Employer's Liability: Statutory Limits

d. Employer's Liability

Bodily injury by:	
Accident - Each Accident	$500,000
Disease - Policy Limit	$500,000
Disease - Each Employee	$500,000

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

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

LESSEE, its agents, or contractors of Lessee, shall not commence work on the Site, or otherwise occupy the Site, until it has obtained required insurance and filed an acceptable Certificate of Insurance with LESSOR to the attention of the Risk Manager/Safety Officer. The Certificate shall:

a. List Itasca County as Certificate holder and as an additional insured with respect to operations covered under the Exhibit for all liability

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

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

9.03 Any public entity Sub-Lessee must provide the same indemnification and insurance requirements hereinabove set forth. Any private entity Sub-Lessee must provide the same indemnification and insurance requirements hereinabove set forth except that the general aggregate limit shall be increased to $3,000,000. Any sub-lease must be approved according to Section 7.03.

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

10. BUILDING ACCESS

LESSOR shall provide LESSEE with access to the Leased Premises during the term of this Lease.

11. NOTICES

All notices, or communications between LESSOR and LESSEE shall be deemed sufficiently given or rendered in writing and delivered to either party personally or sent by registered or certified mail addressed as follows:

LESSOR: Itasca County Health and Human Services
1209 SE 2nd Ave
Grand Rapids, MN 55744

LESSEE: Kootasca Community Action, Inc.
201 NW 4th Street
Suite # 130
Grand Rapids, MN 55744

12. SIGNS

LESSEE agrees to obtain LESSOR'S prior written approval of all signs including lettering and other advertising media upon the exterior of the Leased Premises

13. ACCESS TO PREMISES

LESSOR shall have the right to enter upon the Leased Premises at reasonable hours for the purpose of inspecting the same or making repairs, additions, or alterations thereof or to the building in which the same are located. LESSOR further reserves the right to enter the Leased Premises at any time in the event of any emergency.

14. ARBITRATION

All claims, counterclaims, disputes and other matters in question between the parties arising out of or relating to this Agreement or the breach thereof will be decided by arbitration. Notice of demand for arbitration must be filed in writing with the other parties to this Agreement.

LESSOR	**LESSEE**
Itasca County	Kootasca Community Action, Inc.
By: Lee Trunt	By: Maureen Rosato
Title: County Board Chair	Title: Executive Director
Date: 5/15/2018	Date: 4-30-18

ADDENDUM
to
Lease Agreement
Between Itasca County
and
Kootasca Community Action, Inc.

WE THE PARTIES HERETO, AGREE THAT THE TERMS AND AGREEMENT OF THE CURRENT LEASE AGREEMENT FOR SPACE AT THE ITASCA RESOURCE CENTER, CURRENTLY IN PLACE FOR THE TERM OF MAY 1, 2018 THROUGH SEPTEMBER 30, 2021 BE EXTENDED OCTOBER 1, 2021 THROUGH JUNE 30, 2022:

Page 1, **LEASED PREMISES**, are as follows:

	Room Number	Square Footage
Classroom	134	936
Classroom	140	936
Classroom	142	936
Classroom	145	832
Employee Break Room		90
Office	118 & 119	448
Office – TAPP	238	176
Shared Kitchen	128	443
Shared Space	123	60
Shared Space	132	433
		5,290 square feet

Page 2, **RENTS**, Section 4.03 are as follows:

4.03 a. In consideration for the use of said premises, LESSEE shall pay the LESSOR for 5,290 square feet of space at the rate of $13.00 per square foot for the sum of $5,730.83 per month, payable on the 5th day of each month.

All other descriptions remain unchanged in the 2018 Lease Agreement.

AND THAT THE PARTIES HEREIN WILL HONOR THESE SAME TERMS AND AGREEMENTS DESCRIBED.

APPROVED:

_____ _____
Chairperson, Itasca County Board Date

_____ _____
Director of Lessee Agency Date

_____ _____
Director, Itasca County Health & Human Services Date

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

Tuesday, August 17, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1706

DEPARTMENT: Health & Human Services **TIME REQUESTED:** < 5 Minutes
PRESENTER: Terri Friesen

AGENDA ITEM:
Kootasca CLI (Community Living Infrastructure) Grant Purchase of Service Agreement

BOARD ACTION REQUESTED:
Approve the Purchase of Service Agreement between ICHHS and Kootasca for administration and monitoring activities related to Housing Support Funds.

BACKGROUND:
This agreement will be funded by the Community Living Infrastructure (CLI) Grant that was approved at the June 1, 2021 work session.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. KOOTASCA CLI 2021-2023

08/17/2021

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 08/24/2021 2:30 PM**

ITASCA COUNTY HEALTH AND HUMAN SERVICES
1209 SE 2nd Avenue
Grand Rapids, Minnesota 55744

PURCHASE OF SERVICE AGREEMENT

The ITASCA COUNTY HEALTH AND HUMAN SERVICES, 1209 SE 2ND AVENUE, GRAND RAPIDS, MINNESOTA 55744, hereafter referred to as the "Agency", and **KOOTASCA Community Action,** hereafter referred to as the "Contractor", enter into this Agreement for the period from **07/01/2021 THROUGH 6/30/2023.**

WITNESSETH

WHEREAS, the Contractor is an approved vendor according to published county criteria or certified by the Public Agency ITASCA COUNTY HEALTH AND HUMAN SERVICES to provide Housing Resource Specialist activities to persons; and

WHEREAS, the Agency, pursuant to Minnesota Statutes, Sections 373.01 and 373.02, wishes to purchase such program services from the Contractor; and

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

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

I. CONTRACT GENERAL

A. Contractor's Duties:

1. Attached to this Agreement as Exhibit "A" will be items **a through g** as follows:

   a. **Description of services**.
   b. **Exposition of staffing**, including job description and professional qualifications of personnel.
   c. **Organizational chart** with names and positions.
   d. **Line item budget**.
   e. **Proof of professional/commercial liability insurance**, (photocopies should include expiration date and amount of coverage).
   f. **Proof of Worker's Compensation**, (photocopies should include expiration date).
   g. **Operating license** (photocopy, when applicable).

2. Attached to this Agreement as Exhibit "B", when applicable, are specific duties of the Contractor, as the Agency deems necessary, for the delivery and accountability of client services.

3. The Contractor shall, in writing within ten (10) days, notify the Agency whenever it is unable to, or going to be unable to, provide the required quality or quantity of purchased services. Upon such notifications, Agency shall determine whether such inability will require modification or cancellation of said Agreement.

B. Cost and Delivery of Purchased Services:

1. The Contractor certifies that the services to be provided under this Agreement are not available without cost to eligible clients. The Contractor further certifies that payment claims for purchased services will be in accordance with rates of payment which do not exceed amounts reasonable and necessary to assure quality of service. The Contractor further certifies that rates of payment do not reflect any administrative or program costs assignable to private pay or third-party pay service recipients.

2. Purchased services will be provided at 201 NW 4th St. Suite 130, Grand Rapids, MN 55744.

C. Safeguard of Client Information:

1. The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in Minnesota Statutes, Chapter 13, and the Health Insurance Portability and Accountability Act of 1996 (45 C.F.R. Part 160-164), or for any purpose not directly connected with the Agency's or Contractor's responsibility with respect to the purchased services hereunder is prohibited. The collection, use, maintenance and dissemination of data on clients shall be in accordance with the laws of Minnesota and the United States applicable to the data. The Contractor shall assure compliance with Minnesota Statute Section 13.46, subd. 10, Para. (b).

    a. The parties hereto recognize that data collected, used, exchanged, and disseminated for the administration and management of activities and programs authorized by this Agreement may be classified by State or Federal Law as private or confidential. The parties agree that such data will be collected, used, exchanged, and disseminated consistent with the requirements of law applicable to that data, including the Minnesota Data Practices Act, Minn. Stat. §§ 13.01 et seq., as amended, the Rules of the Commissioner of Administration promulgated there under, MN Rules 1205.0100 et seq., as amended, and the Health Insurance Portability and Accountability Act of 1996 (45 C.F.R. Part 160-164). To the extent necessary for the administration and management of activities and programs herein provided and as otherwise specifically authorized by law, private and confidential data may be exchanged and disseminated between the respective parties, including their legal representatives.

    b. (When applicable) In accordance with MN Rules 1205.0200 Subpart 14d. it is agreed that the Contractor shall be the responsible authority for that nonprofit corporation.

2. The Agency and Contractor shall insure that a joint release of information document is completed to permit mutual exchange of information between Agency and Contractor.

D. Equal Employment Opportunity and Civil Rights and Nondiscrimination:

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

2. (When applicable) the Contractor certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363A.36. This section only applies if the grant is for more than $100,000, and the Contractor has employed forty or more full-time employees within the State of Minnesota on a single working day during the previous 12 months.

E. Fair Hearing and Grievance Procedures:

1. The Agency agrees to provide for a fair hearing and grievance procedure in conformance with Minnesota Statutes, Section 256.045, and in conjunction with the fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services.

F. Conditions of the Parties' Obligations:

1. It is understood and agreed that in the event the reimbursement to the Agency from State and Federal sources is not obtained and/or continued at a level sufficient to allow for the purchase of the indicated quantity of purchased services, the obligations of each party hereunder shall thereupon be terminated.

2. This Agreement may be canceled by either party at any time, with or without cause, upon thirty (30) days notice, in writing, delivered by mail or in person.

3. Before the termination date specified in Page 1 of this Agreement the Agency may evaluate the performance of the Contractor in regard to terms of this Agreement to determine whether such performance merits renewal of this Agreement.

4. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this Agreement.

5. No claim for services furnished by the Contractor, not specifically provided in the Agreement, will be allowed by the Agency, nor shall the Contractor do any work or furnish any material not covered by this Agreement, unless this is approved in writing by the Agency. Such approval shall be considered to be a modification of the Agreement.

6. In the event that there is a revision of Federal regulations which might make this Agreement ineligible for Federal financial participation, all parties will review the Agreement and renegotiate those items necessary to bring the Agreement into compliance with the new Federal regulations.

G. Subcontracting:

1. The Contractor agrees not to enter into subcontracts for any of the work contemplated under this Agreement without written approval of the Agency.

2. All subcontractors must be subject to and must meet all of the requirements of this Agreement.

3. The Contractors must ensure that any and all subcontracts to provide services under this Agreement must contain the following language:

The subcontractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary, and as a third-party beneficiary, is an affected party under this Agreement. The subcontractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or may sue the provider for any appropriate relief in law or equity, including but not limited to rescission, damages, or specific performance, of all or any part of the Agreement. Minnesota Department of Human Services is entitled to and may recover from the provider reasonable attorney's fees, costs, and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision must not be construed to limit the rights of any party to the Agreement or any other third-party beneficiary, nor must it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver or immunity.

4. The Contractor agrees to be responsible for the performance of any subcontractor to ensure compliance to the subcontract and Minnesota Rules, part 9525.1870, subpart 3.

H. Contractor Interested in Agreement:

1. No county official or deputy or clerk or employee of such official shall be directly or indirectly interested in any agreement, contract, work, labor, or business to which the County is a party or in which it is or may be interested or in the furnishing of any article to, or the purchase or sale of any property, real or personal, by the County, or of which the consideration, price, or expense is payable from the County treasury. Any violation of the provisions of Minnesota Statutes, Section 382.18, shall be a gross misdemeanor.

I. Contractor Debarment, Suspension and Responsibility Certification:

Federal Regulations 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Section 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/Agency. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By Signing This Agreement, The Contractor Certifies That It And Its Principals* And Employees:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency; and

b. Have not within a three-year period preceding this contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

c. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

d. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Agreement are in violation of any of the certifications set forth above.

e. Shall immediately give written notice to the Contracting Officer should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing: a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

* “Principals” for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

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J. Miscellaneous:

1. Entire Agreement: It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Contractor and any county social services agency relating to the subject matter hereof.

2. The Contractor acknowledges and agrees that the Minnesota Department of Human Services is a third- party beneficiary and, as a third-party beneficiary, is an affected party under this Agreement. The Contractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or sue the Contractor for any appropriate relief in law or equity, including, but not limited to, rescission, damages, or specific performance, of all or any part of the Agreement between the County Board and the Contractor. The Contractor specifically acknowledges that the County Board and the Minnesota Department of Human Services are entitled to and may recover from the Contractor reasonable attorney's fees and costs and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision shall not be construed to limit the rights of any party to the Agreement or any other

third-party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity.

3. The Contractor agrees to acknowledge the Agency in the credits of advertisements and publicity.

4. (When applicable) The placement agreements between vendors and counties, other than Itasca, to provide services to out-of county clients under this Agreement must contain a provision stating that the county signing the placement agreement will either (1) pay the costs of other social services rendered by Itasca County or other providers that are under contract with Itasca County; and (2) will be responsible for billing Medical Assistance, Medicare, private insurance, or third-party payer.

   At the time the social service is rendered, the vendor will instruct the provider to bill the county of financial responsibility directly. Any county placing a child in Itasca County will be financially responsible for any and all placement costs for that child, including but not limited to placements in secure and/or shelter facilities whether by police hold or any other means.

   Itasca County will not be financially responsible for <u>any</u> placement costs for out of county children unless prior authorization is obtained from Itasca County Health and Human Services.

5. (When applicable) The Contractor agrees to bill all pay sources including third party insurances and obtain a denial prior to submitting a claim to Itasca County Health and Human Services. In the event the service is not covered by the third party payer, a denial must be submitted with the claim to Itasca County Health and Human Services. Payment will not be made without such denial. A denial reason for anything other than "non-covered service" does not constitute county coverage; for example: not billing within the allowed time frame for a particular carrier, wrong procedure code, diagnosis code, etc.

6. Itasca County will not pay for two placements that occur on the same date of service.

II. Contract Specific

A. Contractor's Duties

1. The Agency agrees to purchase and the Contractor agrees to furnish the following:

   - **Housing Resource Specialist activities for people with disabilities and low incomes.**

2. The total amount to be paid for purchased services described in "A.1." shall not exceed **<u>$52,000.</u>**

B. Eligibility for Services:

1. The parties understand and agree that the eligibility of the client to receive the purchased services is to be determined in accordance with eligibility criteria established by the Agency.

   a. It is understood and agreed by the parties that, for fee eligible recipients, fees shall be charged and collected in accordance with fee policy and schedules adopted by the County Board of Commissioners.

   b. The Contractor shall not charge any program or service fee to social services eligible clients except in accordance with "B.1.a." above.

   c. (When applicable) When the Agency has determined that the client is no longer eligible to receive purchased services or that services are no longer needed or appropriate, the Agency must notify the Contractor within 5 days of the determination. The Agency must notify the client of proposed termination of services in writing at least 10 days prior to the proposed agency action and of the client's right to appeal this proposed agency action.

   d. (When applicable) The Contractor must notify the Agency and the client in writing whenever the Contractor proposes to discharge or terminate service(s) to a client. The notice must be sent at least 10 days prior to the proposed date of discharge or termination and must include the

specific grounds for discharge or termination of service(s). The Contractor must not discharge or terminate services to a client prior to the proposed date unless delay would seriously endanger the health, safety, or well-being of other residents or service recipients.

e. (When applicable) The Contractor must establish written procedures for discharging a client or terminating services to a client. The written procedures must include:

1) Preparation of a summary of findings, processes, and plans to be transmitted with the client;

C. Payment for Purchased Services:

1. Certification of expenditures: The Contractor shall, within five (5) working days following the last day of each calendar month, submit a standard invoice for social services purchased to Itasca County Health and Human Services. The invoice shall show: (1) total program and administrative expenditures for the month and (2) an itemized account of each social services eligible individual, identifying service(s) provided, number of units, cost per unit and service dates, including administrative costs allocated to the provision of purchased services to reimbursement eligible clients.

2. All bills for a specific month of service **must** be in to the Agency within five days of end of service month; example, services given in January can be received no later than the fifth working day of February. **Bills older than five weeks may be rejected** due to the variety of funding sources that are utilized by the Agency.

3. Payment: The Agency shall, within thirty (30) days of the date of receipt of the invoice, make payment to the Contractor for all reimbursement eligible clients identified on the invoice.

D. Recording Requirements or Accountability:

1. The Contractor agrees to maintain records and documents which sufficiently and properly reflect all direct and indirect services provided to clients covered by this Agreement. Documentation includes, but is not limited to, statements relating to Client Identifying Information, all available intake data, treatment plan, progress data, discharge plan, evidence of eligibility and redetermination of eligibility status, court orders when appropriate, and a proper release of information allowing the Contract Manager at the Agency, or other Agency designee, access to the above mentioned data.

E. Audit and Record Disclosures:

1. The Contractor Shall:

a. Allow personnel of the Agency, the Minnesota Department of Human Services, or their representative, access to the Contractor's facility and records at reasonable hours to exercise their responsibility to monitor purchased services.

(1) Permit the Contract Manager or other personnel of the County, through the Agency, access to the Contractor's facility to conduct site visits, as deemed necessary, to determine compliance with this Agreement and to evaluate the quality of services provided under this Agreement. Such visits may be made with prior notice at any time within the hours of operation of the Contractor. The Contractor shall be furnished a summary of any reports prepared as a result of the visit.
(2) The Agreement gives the Agency, DHS, and the U.S. Department of Health and Human Services the authority to copy program and fiscal records.

b. Provide the Agency with information about fees collected and the fee source.

c. Maintain all records pertaining to the Agreement at 201 NW 4th St. Suite 130, Grand Rapids, MN 55744 for four (4) years for audit purposes.

d. Comply with policies of the Minnesota Department of Human Services regarding social services recording and monitoring procedures, as defined in the Department of Human Services Social Service Manual, and the administrative rules of the State Agency.

e. If the collection of social services fees is delegated to the Contractor, the Contractor must provide the Agency with information about fees collected and the fee sources.

2. Books, records, documents and accounting procedures and practices of the Contractor relative to the Agreement are subject to examination by the Agency.

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

1. Bonding: The Contractor shall obtain and maintain at all times, during the term of this Agreement, a fidelity bond covering the activity of its personnel authorized to receive or distribute monies.

2. Indemnity: The Contractor agrees that it will at all times indemnify and hold harmless the Agency from any and all liability, loss, damages, costs or expenses which may be claimed against the Agency or Contractor;

a. By reason of any service client's suffering personal injury, death, or property loss or damages either while participating in or receiving from the Contractor the care and services to be furnished by the Contractor under this Agreement, or while on premises owned, leased or operated by the Contractor, or while being transported to or from said premises in any vehicle owned, operated, chartered or otherwise contracted for by the Contractor or his assigns; or

b. By reason of any service client's causing injury to another person, or damage to the property of another person during any time when the Contractor or his assigns or employee thereof has undertaken, or is furnishing the care and service called for under this Agreement.

c. The Contractor agrees to comply with the Agency's/Itasca County's Indemnification and Insurance Policy attached to this Agreement as Exhibit "C."

3. Insurance: The Contractor further agrees, in order to protect itself and the Agency under the indemnity provisions set forth above, to at all times during the term of this Agreement, have and keep in force a professional/commercial liability insurance policy in the amount of **$1,500,000.00** for total injuries or damages arising from any one incident and **$3,000,000.00** general aggregate. Worker's Compensation shall be provided per Minnesota statutory limits and Employer's Liability shall be in the amount of Bodily Injury by Accident: **$500,000.00** each Accident, Bodily Injury by Disease: **$500,000.00** each employee, Bodily Injury by Disease: **$500,000.00** policy limit. When transportation is provided by the Contractor, said Contractor shall have and keep in force automobile liability in the amount of **$1,500,000.00** for bodily injury and property damage covering owned, non-owned and hired automobiles. Itasca County Health and Human Services must be named additional insured. The Contractor agrees to comply with the Agency's/Itasca County's Indemnification and Insurance Policy attached to this Agreement as Exhibit "C."

4. Audit: The Contractor agrees that within sixty (60) days of the close of its fiscal year, unless a later date is agreed upon between the Agency and the Contractor, an audit will be conducted by an Accountant which will meet the requirements of the Single Audit Act of 1996, P.L. 104-156 and Office of Management and Budget, Circular No. A-133. Contractors not meeting the $750,000 minimum requirement of expending federal dollars in a single fiscal year for single audits will be required to complete a yearly financial statement. After completion of the audit and/or financial statement, a copy of the report must be filed with the Agency. The books, records, documents, and accounting procedures of the vendor or party receiving public funds are subject to audit by the state auditor.

5. The Contractor certifies that the organization is in compliance with the workers compensation insurance requirements of Minnesota Statutes, section 176.181, subdivision 2 as reflected in the attached proof of insurance.

G. Noncompliance

1. If the Contractor fails to comply with the provisions of this Agreement, the Agency may seek any available legal remedy.

2. Either party must notify the other party within 30 days when a party has reasonable grounds to believe that this Agreement has been or will be breached in a material manner. The party receiving such notification must have 30 days, or any other such period of time as mutually agreed to by the parties, to cure the breach or anticipatory breach.

H. Independent Contractor.

1. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the Contractor as the agent, representative or employee of the Agency for any purpose or in any manner whatsoever. The Contractor is to be, and shall remain, an independent contractor with respect to all services performed under this Agreement. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement; that all personnel of the Contractor or other persons, while engaged in the performance of any work or services required by the Contractor under this Agreement, shall have no contractual agreement with the Agency and shall not be considered employees of the Agency and any and all claims that may or might arise under the Unemployment Compensation Act or the Workers Compensation Act of the State of Minnesota on behalf of said personnel arising out of employment or alleged employment, including without limitation, claims of discrimination against the Contractor, its officers, agents, contractors or employees, shall in no way be the responsibility of the Agency; and that the Contractor shall defend, indemnify and hold the Agency, its officers, agents and employees, harmless from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other person shall neither require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the County, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, workers compensation, employment insurance, disability, severance pay and PERA.

.....

BY _____
(Director, Itasca County Health and Human Services)

DATED _____

BY _____
(Chairperson, Itasca County Board of Commissioners)

DATED _____

BY _____
(Director, Contracting Agency)

DATED _____

BY _____
(Chairperson, Board of Contracting Agency)

DATED _____

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

Tuesday, August 17, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1707

DEPARTMENT: Health & Human Services **TIME REQUESTED:** < 5 Minutes
PRESENTER: Terri Friesen

AGENDA ITEM:
Northland Counseling Center Housing Resource Specialist Purchase of Service Agreement

BOARD ACTION REQUESTED:
Approve the Purchase of Service Agreement between ICHHS and Northland Counseling Center for administrative and monitoring activities related to Housing Support Funds.

BACKGROUND:
This agreement will be funded by the Community Living Infrastructure (CLI) Grand that was approved at the June 1, 2021 work session.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Northland Counseling Center CLI 2021-2023

08/17/2021

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 08/24/2021 2:30 PM**

ITASCA COUNTY HEALTH AND HUMAN SERVICES
1209 SE 2nd Avenue
Grand Rapids, Minnesota 55744

PURCHASE OF SERVICE AGREEMENT

The ITASCA COUNTY HEALTH AND HUMAN SERVICES, 1209 SE 2ND AVENUE, GRAND RAPIDS, MINNESOTA 55744, hereafter referred to as the "Agency", and Northland Counseling Center, Inc.**,** hereafter referred to as the "Contractor", enter into this agreement for the period from **07/01/2021 THROUGH 06/30/2023.**

WITNESSETH

WHEREAS, the Contractor is an approved vendor according to published county criteria or certified by the Public Agency ITASCA COUNTY HEALTH AND HUMAN SERVICES to provide Housing Resource Specialist activities to persons; and

WHEREAS, the Agency, pursuant to Minnesota Statutes, Sections 373.01 and 373.02, wishes to purchase such program services from the Contractor; and

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

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

I. CONTRACT GENERAL

A. Contractor's Duties:

1. Attached to this Agreement as Exhibit "A" will be items **a through g** as follows:

   a. **Description of services**.
   b. **Exposition of staffing**, including job description and professional qualifications of personnel.
   c. **Organizational chart** with names and positions.
   d. **Line item budget**.
   e. **Proof of professional/commercial liability insurance**, (photocopies should include expiration date and amount of coverage).
   f. **Proof of Worker's Compensation**, (photocopies should include expiration date).
   g. **Operating license** (photocopy, when applicable).

2. Attached to this Agreement as Exhibit "B", when applicable, are specific duties of the Contractor, as the Agency deems necessary, for the delivery and accountability of client services.

3. The Contractor shall, in writing within ten (10) days, notify the Agency whenever it is unable to, or going to be unable to, provide the required quality or quantity of purchased services. Upon such notifications, Agency shall determine whether such inability will require modification or cancellation of said Agreement.

B. Cost and Delivery of Purchased Services:

1. The Contractor certifies that the services to be provided under this Agreement are not available without cost to eligible clients. The Contractor further certifies that payment claims for purchased services will be in accordance with rates of payment which do not exceed amounts reasonable and necessary to assure quality of service. The Contractor further certifies that rates of payment do not reflect any administrative or program costs assignable to private pay or third-party pay service recipients.

2. Purchased services will be provided at 215 SE 2nd Avenue, Grand Rapids, MN, 55744.

C. Safeguard of Client Information:

1. The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in Minnesota Statutes, Chapter 13, and the Health Insurance Portability and Accountability Act of 1996 (45 C.F.R. Part 160-164), or for any purpose not directly connected with the Agency's or Contractor's responsibility with respect to the purchased services hereunder is prohibited. The collection, use, maintenance and dissemination of data on clients shall be in accordance with the laws of Minnesota and the United States applicable to the data. The Contractor shall assure compliance with Minnesota Statute Section 13.46, subd. 10, Para. (b).

   a. The parties hereto recognize that data collected, used, exchanged, and disseminated for the administration and management of activities and programs authorized by this Agreement may be classified by State or Federal Law as private or confidential. The parties agree that such data will be collected, used, exchanged, and disseminated consistent with the requirements of law applicable to that data, including the Minnesota Data Practices Act, Minn. Stat. §§ 13.01 et seq., as amended, the Rules of the Commissioner of Administration promulgated there under, MN Rules 1205.0100 et seq., as amended, and the Health Insurance Portability and Accountability Act of 1996 (45 C.F.R. Part 160-164). To the extent necessary for the administration and management of activities and programs herein provided and as otherwise specifically authorized by law, private and confidential data may be exchanged and disseminated between the respective parties, including their legal representatives.

   b. (When applicable) In accordance with MN Rules 1205.0200 Subpart 14d. it is agreed that the Contractor shall be the responsible authority for that nonprofit corporation.

2. The Agency and Contractor shall insure that a joint release of information document is completed to permit mutual exchange of information between Agency and Contractor.

D. Equal Employment Opportunity and Civil Rights and Nondiscrimination:

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

2. (When applicable) the Contractor certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363A.36. This section only applies if the grant is for more than $100,000, and the Contractor has employed forty or more full-time employees within the State of Minnesota on a single working day during the previous 12 months.

E. Fair Hearing and Grievance Procedures:

1. The Agency agrees to provide for a fair hearing and grievance procedure in conformance with Minnesota Statutes, Section 256.045, and in conjunction with the fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services.

F. Conditions of the Parties' Obligations:

1. It is understood and agreed that in the event the reimbursement to the Agency from State and Federal sources is not obtained and/or continued at a level sufficient to allow for the purchase of the indicated quantity of purchased services, the obligations of each party hereunder shall thereupon be terminated.

2. This Agreement may be canceled by either party at any time, with or without cause, upon thirty (30) days notice, in writing, delivered by mail or in person.

3. Before the termination date specified in Page 1 of this Agreement the Agency may evaluate the performance of the Contractor in regard to terms of this Agreement to determine whether such performance merits renewal of this Agreement.

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5. No claim for services furnished by the Contractor, not specifically provided in the Agreement, will be allowed by the Agency, nor shall the Contractor do any work or furnish any material not covered by this Agreement, unless this is approved in writing by the Agency. Such approval shall be considered to be a modification of the Agreement.

6. In the event that there is a revision of Federal regulations which might make this Agreement ineligible for Federal financial participation, all parties will review the Agreement and renegotiate those items necessary to bring the Agreement into compliance with the new Federal regulations.

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1. The Contractor agrees not to enter into subcontracts for any of the work contemplated under this Agreement without written approval of the Agency.

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3. The Contractors must ensure that any and all subcontracts to provide services under this Agreement must contain the following language:

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4. The Contractor agrees to be responsible for the performance of any subcontractor to ensure compliance to the subcontract and Minnesota Rules, part 9525.1870, subpart 3.

H. Contractor Interested in Agreement:

1. No county official or deputy or clerk or employee of such official shall be directly or indirectly interested in any agreement, contract, work, labor, or business to which the County is a party or in which it is or may be interested or in the furnishing of any article to, or the purchase or sale of any property, real or personal, by the County, or of which the consideration, price, or expense is payable from the County treasury. Any violation of the provisions of Minnesota Statutes, Section 382.18, shall be a gross misdemeanor.

I. Contractor Debarment, Suspension and Responsibility Certification:

Federal Regulations 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Section 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/Agency. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By Signing This Agreement, The Contractor Certifies That It And Its Principals* And Employees:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency; and

b. Have not within a three-year period preceding this contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

c. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

d. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Agreement are in violation of any of the certifications set forth above.

e. Shall immediately give written notice to the Contracting Officer should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing: a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

* “Principals” for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

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1. Entire Agreement: It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Contractor and any county social services agency relating to the subject matter hereof.

2. The Contractor acknowledges and agrees that the Minnesota Department of Human Services is a third- party beneficiary and, as a third-party beneficiary, is an affected party under this Agreement. The Contractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or sue the Contractor for any appropriate relief in law or equity, including, but not limited to, rescission, damages, or specific performance, of all or any part of the Agreement between the County Board and the Contractor. The Contractor specifically acknowledges that the County Board and the Minnesota Department of Human Services are entitled to and may recover from the Contractor reasonable attorney's fees and costs and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision shall not be construed to limit the rights of any party to the Agreement or any other third-party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity.

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   At the time the social service is rendered, the vendor will instruct the provider to bill the county of financial responsibility directly. Any county placing a child in Itasca County will be financially responsible for any and all placement costs for that child, including but not limited to placements in secure and/or shelter facilities whether by police hold or any other means.

   Itasca County will not be financially responsible for <u>any</u> placement costs for out of county children unless prior authorization is obtained from Itasca County Health and Human Services.

5. (When applicable) The Contractor agrees to bill all pay sources including third party insurances and obtain a denial prior to submitting a claim to Itasca County Health and Human Services. In the event the service is not covered by the third party payer, a denial must be submitted with the claim to Itasca County Health and Human Services. Payment will not be made without such denial. A denial reason for anything other than "non-covered service" does not constitute county coverage; for example: not billing within the allowed time frame for a particular carrier, wrong procedure code, diagnosis code, etc.

6. Itasca County will not pay for two placements that occur on the same date of service.

II. Contract Specific

A. Contractor's Duties

1. The Agency agrees to purchase and the Contractor agrees to furnish the following:

   - **Housing Resource specialist activities for people with disabilities and low incomes.**

2. The total amount to be paid for purchased services described in "A.1." shall not exceed **$ 65,000.**

B. Eligibility for Services:

1. The parties understand and agree that the eligibility of the client to receive the purchased services is to be determined in accordance with eligibility criteria established by the Agency.

   a. It is understood and agreed by the parties that, for fee eligible recipients, fees shall be charged and collected in accordance with fee policy and schedules adopted by the County Board of Commissioners.

   b. The Contractor shall not charge any program or service fee to social services eligible clients except in accordance with "B.1.a." above.

   c. (When applicable) When the Agency has determined that the client is no longer eligible to receive purchased services or that services are no longer needed or appropriate, the Agency must notify the Contractor within 5 days of the determination. The Agency must notify the client of proposed termination of services in writing at least 10 days prior to the proposed agency action and of the client's right to appeal this proposed agency action.

   d. (When applicable) The Contractor must notify the Agency and the client in writing whenever the Contractor proposes to discharge or terminate service(s) to a client. The notice must be sent at least 10 days prior to the proposed date of discharge or termination, and must include the

specific grounds for discharge or termination of service(s). The Contractor must not discharge or terminate services to a client prior to the proposed date unless delay would seriously endanger the health, safety, or well-being of other residents or service recipients.

e. (When applicable) The Contractor must establish written procedures for discharging a client or terminating services to a client. The written procedures must include:

1) Preparation of a summary of findings, processes, and plans to be transmitted with the client;

C. Payment for Purchased Services:

1. Certification of expenditures: The Contractor shall, within five (5) working days following the last day of each calendar month, submit a standard invoice for social services purchased to Itasca County Health and Human Services. The invoice shall show: (1) total program and administrative expenditures for the month and (2) an itemized account of each social services eligible individual, identifying service(s) provided, number of units, cost per unit and service dates, including administrative costs allocated to the provision of purchased services to reimbursement eligible clients.

2. All bills for a specific month of service **must** be into the Agency within five days of end of service month; example, services given in January can be received no later than the fifth working day of February. **Bills older than five weeks may be rejected** due to the variety of funding sources that are utilized by the Agency.

3. Payment: The Agency shall, within thirty (30) days of the date of receipt of the invoice, make payment to the Contractor for all reimbursement eligible clients identified on the invoice.

D. Recording Requirements or Accountability:

1. The Contractor agrees to maintain records and documents which sufficiently and properly reflect all direct and indirect services provided to clients covered by this Agreement. Documentation includes, but is not limited to, statements relating to Client Identifying Information, all available intake data, treatment plan, progress data, discharge plan, evidence of eligibility and redetermination of eligibility status, court orders when appropriate, and a proper release of information allowing the Contract Manager at the Agency, or other Agency designee, access to the above mention data.

E. Audit and Record Disclosures:

1. The Contractor Shall:

a. Allow personnel of the Agency, the Minnesota Department of Human Services, or their representative, access to the Contractor's facility and records at reasonable hours to exercise their responsibility to monitor purchased services.

(1) Permit the Contract Manager or other personnel of the County, through the Agency, access to the Contractor's facility to conduct site visits, as deemed necessary, to determine compliance with this Agreement and to evaluate the quality of services provided under this Agreement. Such visits may be made with prior notice at any time within the hours of operation of the Contractor. The Contractor shall be furnished a summary of any reports prepared as a result of the visit.
(2) The Agreement gives the Agency, DHS, and the U.S. Department of Health and Human Services the authority to copy program and fiscal records.

b. Provide the Agency with information about fees collected and the fee source.

c. Maintain all records pertaining to the Agreement at **215 SE 2nd Avenue, Grand Rapids, MN, 55744** for four (4) years for audit purposes.

d. Comply with policies of the Minnesota Department of Human Services regarding social services recording and monitoring procedures, as defined in the Department of Human Services Social Service Manual, and the administrative rules of the State Agency.

e. If the collection of social services fees is delegated to the Contractor, the Contractor must provide the Agency with information about fees collected and the fee sources.

2. Books, records, documents and accounting procedures and practices of the Contractor relative to the Agreement are subject to examination by the Agency.

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

1. Bonding: The Contractor shall obtain and maintain at all times, during the term of this Agreement, a fidelity bond covering the activity of its personnel authorized to receive or distribute monies.

2. Indemnity: The Contractor agrees that it will at all times indemnify and hold harmless the Agency from any and all liability, loss, damages, costs or expenses which may be claimed against the Agency or Contractor;

a. By reason of any service client's suffering personal injury, death, or property loss or damages either while participating in or receiving from the Contractor the care and services to be furnished by the Contractor under this Agreement, or while on premises owned, leased or operated by the Contractor, or while being transported to or from said premises in any vehicle owned, operated, chartered or otherwise contracted for by the Contractor or his assigns; or

b. By reason of any service client's causing injury to another person, or damage to the property of another person during any time when the Contractor or his assigns or employee thereof has undertaken, or is furnishing the care and service called for under this Agreement.

c. The Contractor agrees to comply with the Agency's/Itasca County's Indemnification and Insurance Policy attached to this Agreement as Exhibit "C."

3. Insurance: The Contractor further agrees, in order to protect itself and the Agency under the indemnity provisions set forth above, to at all times during the term of this Agreement, have and keep in force a professional/commercial liability insurance policy in the amount of **$1,500,000.00** for total injuries or damages arising from any one incident and **$3,000,000.00** general aggregate. Worker's Compensation shall be provided per Minnesota statutory limits and Employer's Liability shall be in the amount of Bodily Injury by Accident: **$500,000.00** each Accident, Bodily Injury by Disease: **$500,000.00** each employee, Bodily Injury by Disease: **$500,000.00** policy limit. When transportation is provided by the Contractor, said Contractor shall have and keep in force automobile liability in the amount of **$1,500,000.00** for bodily injury and property damage covering owned, non-owned and hired automobiles. Itasca County Health and Human Services must be named additional insured. The Contractor agrees to comply with the Agency's/Itasca County's Indemnification and Insurance Policy attached to this Agreement as Exhibit "C."

4. Audit: The Contractor agrees that within sixty (60) days of the close of its fiscal year, unless a later date is agreed upon between the Agency and the Contractor, an audit will be conducted by an Accountant which will meet the requirements of the Single Audit Act of 1996, P.L. 104-156 and Office of Management and Budget, Circular No. A-133. Contractors not meeting the $750,000 minimum requirement of expending federal dollars in a single fiscal year for single audits will be required to complete a yearly financial statement. After completion of the audit and/or financial statement, a copy of the report must be filed with the Agency. The books, records, documents, and accounting procedures of the vendor or party receiving public funds are subject to audit by the state auditor.

5. The Contractor certifies that the organization is in compliance with the workers compensation insurance requirements of Minnesota Statutes, section 176.181, subdivision 2 as reflected in the attached proof of insurance.

G. Noncompliance

1. If the Contractor fails to comply with the provisions of this Agreement, the Agency may seek any available legal remedy.

2. Either party must notify the other party within 30 days when a party has reasonable grounds to believe that this Agreement has been or will be breached in a material manner. The party receiving such notification must have 30 days, or any other such period of time as mutually agreed to by the parties, to cure the breach or anticipatory breach.

H. Independent Contractor.

1. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the Contractor as the agent, representative or employee of the Agency for any purpose or in any manner whatsoever. The Contractor is to be, and shall remain, an independent contractor with respect to all services performed under this Agreement. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement; that all personnel of the Contractor or other persons, while engaged in the performance of any work or services required by the Contractor under this Agreement, shall have no contractual agreement with the Agency and shall not be considered employees of the Agency and any and all claims that may or might arise under the Unemployment Compensation Act or the Workers Compensation Act of the State of Minnesota on behalf of said personnel arising out of employment or alleged employment, including without limitation, claims of discrimination against the Contractor, its officers, agents, contractors or employees, shall in no way be the responsibility of the Agency; and that the Contractor shall defend, indemnify and hold the Agency, its officers, agents and employees, harmless from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other person shall neither require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the County, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, workers compensation, employment insurance, disability, severance pay and PERA.

.....

BY _____
(Director, Itasca County Health and Human Services)

DATED _____

BY _____
(Chairperson, Itasca County Board of Commissioners)

DATED _____

BY _____
(Director, Contracting Agency)

DATED _____

BY _____
(Chairperson, Board of Contracting Agency)

DATED _____

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

Tuesday, August 17, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1702

DEPARTMENT: Health & Human Services
TIME REQUESTED: < 5 Minutes
PRESENTER: Sarah Anderson

AGENDA ITEM:
Review and Approval of IMCare Q2 2021 Financial Statements

BOARD ACTION REQUESTED:
Approve the IMCare Q2 2021 Financial Statements.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. IMCare 2021 Q2 NAIC Statement

08/17/2021

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 08/24/2021 2:30 PM**

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

Tuesday, August 17, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1722

DEPARTMENT: Health & Human Services **TIME REQUESTED:** < 5 Minutes
PRESENTER: Sarah Anderson

AGENDA ITEM:
IMCare Provider Participation Agreement with Northern Tranquility Mental Health Services

BOARD ACTION REQUESTED:
Authorize IMCare Director and County Board chair to sign the contract between IMCare and Northern Tranquility Mental Health Services.

BACKGROUND:
Authorize IMCare Director and County Board chair to sign the contract between IMCare and Northern Tranquility Mental Health Services, which is a behavioral health provider.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Provider Participation Agreement 2020 - 10.01.17
2. PPA Signature Page - Northern Tranquility Mental Health Services

08/17/2021

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 08/24/2021 2:30 PM**

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

Tuesday, August 17, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1697

DEPARTMENT: Transportation
PRESENTER: Joshua Falck

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Authorize Acquisition of Highway Easement Across Tax Forfeit Lands for CSAH 7 (SAP #031-607-031)

BOARD ACTION REQUESTED:
Authorize the Itasca County Transportation Department to acquire Highway Easement for County State Aid Highway 7 across Tax Forfeit Parcel #97-022-4202 in the Northwest Quarter of the Southeast Quarter, Section 22, Township 56 North, Range 24 West.

BACKGROUND:
SAP #031-607-031 is scheduled for 2022. The project will reconstruct that portion of CSAH 7 running through Tax Forfeit Parcel #97-022-4202.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. RBA_TAXF_031-607-031_Exhibit

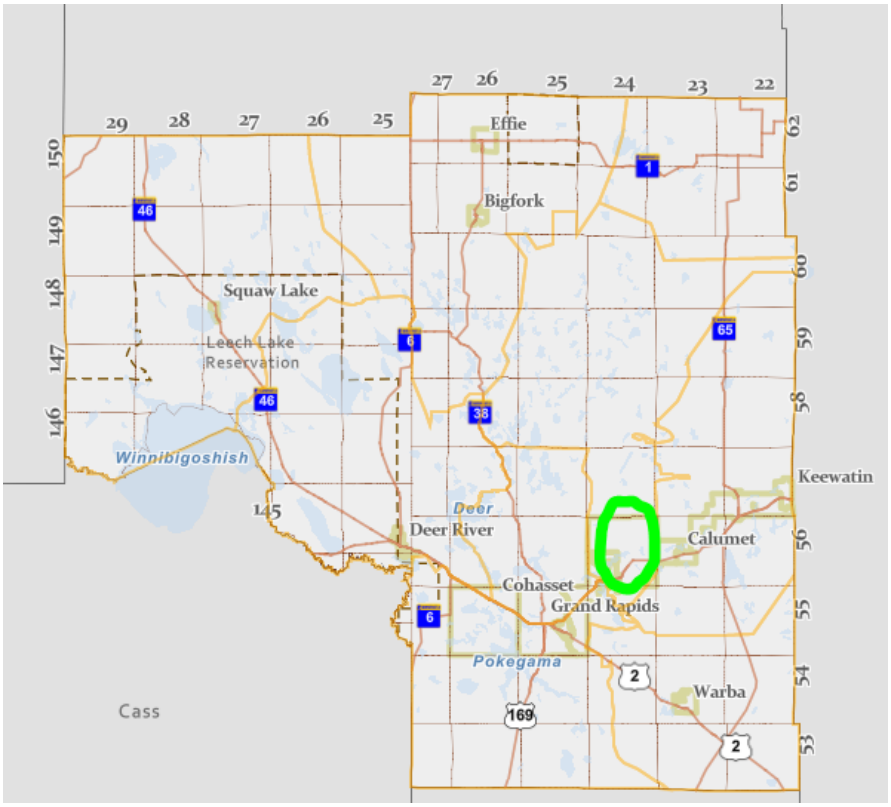
08/17/2021

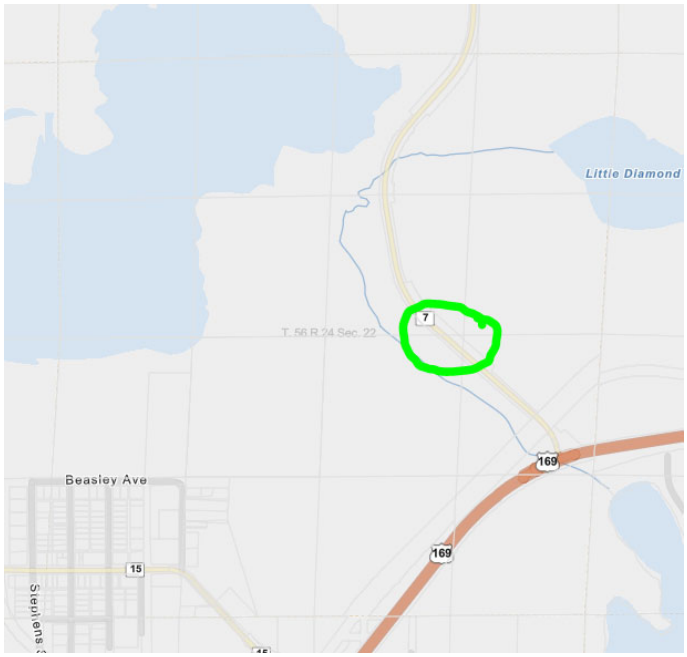
RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 08/24/2021 2:30 PM**

- RBA EXHIBIT –

Acquire Easement Across Tax Forfeit Property for County State Aid Highway 7

(SAP 031-607-031)





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

Tuesday, August 17, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1701

DEPARTMENT: Transportation
PRESENTER: Karin Grandia

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Agreement with Harris Township for LRIP on Sunny Beach Road

BOARD ACTION REQUESTED:
Authorize the required signatures on the Sponsor Agreement with Harris Township for the Local Road Improvement Project on Sunny Beach Road.

BACKGROUND:
Harris Township was awarded a Local Road Improvement grant for the rehabilitation of a portion of the Sunny Beach Road. The state requires a sponsor for Townships to receive these funds and Itasca County previously agreed to be their sponsor.

This agreement outlines the project and financial responsibilities for the rehabilitation of a portion of the Sunny Beach Road . The Local Road Improvement grant is in the amount of $1,250,000. The remainder of the costs are estimated at $333,360 and will be paid for by Harris Township. The City also agrees to cover any additional costs not covered by the grants.

Harris Township approved this agreement at their July 28, 2021 board meeting.

This agreement is similar to previous agreements we have used in the past which were approved by the County Attorney.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. Sponsor Agreement

08/17/2021

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 08/24/2021 2:30 PM**

SPONSOR AGREEMENT

THIS AGREEMENT is between the Township of Harris hereinafter referred to as the "Township", and Itasca County, a duly organized county within the State of Minnesota, hereafter referred to as the "County" in accordance with the authority conferred by Minnesota Statute 164.03, Subdivision 2..

WHEREAS, the Township has applied for a Local Road Improvement Program (LRIP) Grant through the Minnesota Department of Transportation (MnDOT) for the rehabilitation of a portion of the Sunny Beach Road from CSAH 64 to Adair Road, hereafter referred to as the "Project" and,

WHEREAS, the Construction for the Project is identified as S.A.P. 031-592-001 and is eligible for the expenditure of LRIP funds. The LRIP portion of the funding for construction is estimated at $1,250,000. The local portion, which shall be provided for by the Township, is estimated to be $333,360 for a total project cost of $1,583,360. The Township agrees to pay any additional amount by which the construction and engineering exceeds the estimate, and,

WHEREAS, the State of Minnesota Department of Transportation requires the County to act as the fiscal agent and contract administrator for the State of Minnesota in administering LRIP Grant funds for the Project, and,

THEREFORE, IT IS MUTUALLY AGREED AND UNDERSTOOD, with regard to the Project, the parties hereby agree to the following:

1. The Township shall prepare a plan for construction of the Project, hereafter referred to as the "Plan". The Plan and specification for the Project shall be in accordance with the current edition of Minnesota Department of Transportation "Standard Specifications for Construction" and Itasca County boiler plate bid documents.

2. If required, the Township shall obtain any necessary permits and environmental statements as required by law for completion of the Project, including but not limited to, permits and statements required by the Minnesota Pollution Control Agency, U.S. Army Corp. of Engineers and the Department of Natural Resources. The Township shall bear the cost of all permit fees. All pertinent permits shall be obtained prior to advertising for bids for the Project.

3. The Township shall acquire and pay the cost for all right-of-way and construction easements required for construction in accordance with the Plan.

4. The County shall assist the Township in preparation of bidding documents for the Plan.

5. The Township and County shall approve the Plan and specifications prior to the

County advertising for bids for the Project.

6. The County shall administer the bidding process, including, but not limited to, publishing the advertisement for bids, and awarding the Contract to the lowest responsible bidder, subject to concurrence by the Township.

7. The Township shall make the proposal package available to bidders, open bids and provide a bid tabulation to the County.

8. The Township shall be responsible for any costs not covered by the LRIP funds. The County shall not be responsible for any costs or overages associated with the Project.

9. In the event that the Township rejects all bids, the Township shall reimburse the County, if requested by the County, for all direct and administration costs incurred by the County to that date.

10. The Township shall employ an outside consultant to perform the Construction Engineering for the project, including but not limited to on-site field inspection, staking, materials testing, record keeping, as-builts and project close out. The Township shall report any observed deficiencies to the County immediately.

11. The County shall make all payments to the contractor and assist in the processing of the final payment documentation in accordance with current specifications.

12. The County will invoice the Township for reimbursement of eligible project costs, based on actual costs, not more than once each thirty (30) days. The Township shall reimburse the County within thirty (30) days of the invoice.

13. The County uses RT Vision's One Office project management software to manage projects. All Project related data shall be provided to the County through the One Office software.

14. The Township assumes full responsibility for the operation and maintenance of any facility constructed or improved by the Project.

15. The Township agrees that it shall indemnify, save, and hold harmless the County and all of its employees and agents from any and all claims, demands, actions or causes of action of whatever nature or character arising out of or by reason of the Township's execution or performance of the work provided for herein. The Township further agrees to defend at its own cost and expense any action or proceeding commenced for the purpose of asserting any claim of whatever character arising from the County's execution or performance of the work provided for herein, subject to the limitations of Minnesota Statutes Ch. 466.

16. The County agrees that it shall indemnify, save, and hold harmless the Township

and all of its employees and agents from any and all claims, demands, actions or causes of action of whatever nature or character arising out of or by reason of the County's execution or performance of the work provided for herein. The County further agrees to defend at its own cost and expense, any action or proceeding commenced for the purpose of asserting any claim of whatever character arising from the County's execution or performance of the work provided for herein, subject to the limitations of Minnesota Statutes Ch. 466.

17. Any and all employees of the Township, while engaged in the performance of any work or service which the Township is specifically required to perform under this Agreement, will be considered employees of the Township only and not of the County, and that any and all claims that may or might arise under the Workers Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act, of said employees, will be the sole obligation of the Township.

18. Any and all employees of the County, while engaged in the performance of any work or service which the County is specifically required to perform under this Agreement, will be considered employees of the County only and not of the Township, and that any and all claims that may or might arise under the Workers Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act, of said employees, will be the sole obligation of the County.

HARRIS TOWNSHIP, MINNESOTA

Approved by the Harris Township Board this 28th day of July, 2021.

Peggy Clayton
Township Board Chair

Bern Riendeau Clerk
Township Board Member

ITASCA COUNTY, MINNESOTA

Approved by the Itasca County Board this _____ day of _____, 2021.

By: _____
County Board Chair

_____
Attest: County Administrator

Approved as to form this _____ day of _____, 2021.

By: _____ Itasca County Attorney

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

Tuesday, August 17, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1709

DEPARTMENT: Transportation
PRESENTER: Ryan Sutherland

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Change in Allocation of Traffic/GIS Technician Position

BOARD ACTION REQUESTED:
Approve the Change in Allocation of the Transportation Department's Traffic/GIS Technician position to an Engineering Technician position.

BACKGROUND:
The Traffic/GIS Technician position is currently vacant. Upon review of the existing job description, the education and qualifications closely resemble the Engineering Technician job description. The Engineering Technician is a broad job description that allows employees to complete work in a variety of areas of the Transportation Department while allowing employees to "specialize" in an area. This is a benefit for both employee and employer as it allows both parties to use current skills of the employee while building and learning new skills for the future.

Traffic/GIS Technician - Grade 8
Engineering Technician I, II, III - Grade 6,7 or 9

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

08/17/2021

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 08/24/2021 2:30 PM**

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

Tuesday, August 17, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1731

DEPARTMENT: Transportation
PRESENTER: Rachel Metelak

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Contract 59830 - CR 438 Bridge Replacement Final Payment Request

BOARD ACTION REQUESTED:
Approve final payment for Contract 59830, a bridge replacement project on CR 438, and authorize the County Board Chairperson and Clerk to the County Board to sign the necessary documents.

BACKGROUND:
S & R Reinforcing, Inc. has completed the bridge reconstruction project on CR 438 and it is recommended that final payment be processed.

Bid Amount: $644,697.95
Final Amount: $655,225.21

COUNTY ATTORNEY REVIEW: NA

SUPPORTING DOCUMENTATION:
1. CR 438 Closeout Packet for Board Approval

08/17/2021

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 08/24/2021 2:30 PM**

Contract Number: 59830
Pay Request Number: 8

Project Number	Project Description
SP 031-598-030	CR 438 Bridge Replacement

Contractor:	S & R Reinforcing, Inc. 44216 Tame Fish Lake Road Aitkin, MN 56431	**Vendor Number:** **Up To Date:**	N/A 06/01/2021

Contract Amount		**Funds Encumbered**	
Original Contract	$644,697.95	Original	$644,697.95
Contract Changes	$0.00	Additional	N/A
Revised Contract	$644,697.95	Total	$644,697.95

Work Certified To Date	
Base Bid Items	$655,225.21
Contract Changes	$0.00
Material On Hand	$0.00
Total	$655,225.21

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	$655,225.21	$0.00	$622,463.95	$32,761.26	$655,225.21
	Percent: Retained: 0%			Percent Complete: 101.63%	

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 Metsaar

County/City/Project Engineer

6/30/21

Date

Approved By S & R Reinforcing, Inc.

Contractor

6/28/2021

Date

Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2020-07-07	$146,173.31	$7,308.67	$138,864.64
2	2020-07-21	$65,734.30	$3,286.71	$62,447.59
3	2020-08-04	$82,489.25	$4,124.46	$78,364.79
4	2020-08-18	$105,801.70	$5,290.09	$100,511.61
5	2020-09-01	$163,620.81	$8,181.04	$155,439.77
6	2020-09-15	$30,810.20	$1,540.51	$29,269.69
7	2020-10-06	$60,595.64	$3,029.78	$57,565.86
8	2021-06-01	$0.00	($32,761.26)	$32,761.26

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
BB Non-Participating		$126,912.44	$0.00	$120,566.82	$6,345.62	$126,912.44
BB Participating		$528,312.77	$0.00	$501,897.14	$26,415.63	$528,312.77

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
Bridge Bonding	Bridge Bonding	$5,253.00			$105,060.09
County Preservation	County Highway Preservation	$1,269.12			$25,382.48
Federal	Federal	$26,239.13			$524,782.64

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	2021.501	MOBILIZATION	LS	$60,380.00	0.84	0	$0.00	0.84	$50,719.20
Base Bid	2	2101.501	CLEARING & GRUBBING	LS	$3,958.00	1	0	$0.00	1	$3,958.00
Base Bid	3	2105.507	SELECT GRANULAR BORROW MOD 10% (CV) (P)	C Y	$21.00	280	0	$0.00	280	$5,880.00
Base Bid	4	2106.507	EXCAVATION - COMMON (P)	C Y	$7.80	492	0	$0.00	492	$3,837.60
Base Bid	5	2106.507	COMMON EMBANKMENT (CV) (P)	C Y	$13.58	1438	0	$0.00	1438	$19,528.04
Base Bid	6	2118.509	AGGREGATE SURFACING CLASS 1	TON	$21.00	559	0	$0.00	650	$13,650.00
Base Bid	7	2123.510	3.0 CU YD SHOVEL	HOUR	$175.00	10	0	$0.00	10	$1,750.00
Base Bid	8	2123.510	DOZER	HOUR	$175.00	10	0	$0.00	10	$1,750.00
Base Bid	9	2401.503	TYPE S (TL-4) BARRIER CONC (3S52) (P)	L F	$120.70	246	0	$0.00	246	$29,692.20
Base Bid	10	2401.507	STRUCTURAL CONCRETE (3B52) (P)	C Y	$1,021.84	85	0	$0.00	85	$86,856.40

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	2401.508	REINFORCEMENT BARS (EPOXY COATED) (P)	LB	$1.13	73090	0	$0.00	73090	$82,591.70
Base Bid	12	2401.601	STRUCTURE EXCAVATION	LS	$14,909.00	1	0	$0.00	1	$14,909.00
Base Bid	13	2401.601	SLOPE PREPARATION	LS	$5,000.00	1	0	$0.00	1	$5,000.00
Base Bid	14	2401.618	BRIDGE SLAB CONCRETE (3YHPC-M) (P)	S F	$38.03	3827	0	$0.00	3827	$145,540.81
Base Bid	15	2402.502	FLOOR DRAIN TYPE B702 MODIFIED	EACH	$535.00	4	0	$0.00	4	$2,140.00
Base Bid	16	2402.508	STRUCTURAL STEEL (3306) (P)	LB	$3.64	530	0	$0.00	530	$1,929.20
Base Bid	17	2442.501	REMOVE EXISTING BRIDGE	LS	$37,168.00	1	0	$0.00	1	$37,168.00
Base Bid	18	2452.502	C-I-P CONC TEST PILE 60 FT LONG 16"	EACH	$7,060.00	2	0	$0.00	2	$14,120.00
Base Bid	19	2452.502	PILE POINTS 12"	EACH	$240.75	8	0	$0.00	8	$1,926.00
Base Bid	20	2452.502	PILE POINTS 16"	EACH	$337.05	10	0	$0.00	10	$3,370.50
Base Bid	21	2452.603	C-I-P CONCRETE PILING 12" (SpecBook 16 item used only for bid-history pricing)	L F	$42.85	210	0	$0.00	220.7	$9,457.00
Base Bid	22	2452.603	C-I-P CONCRETE PILING 16" (SpecBook 16 item used only for bid-history pricing)	L F	$70.55	400	0	$0.00	459.2	$32,396.56
Base Bid	23	2511.504	GEOTEXTILE FILTER TYPE 7	S Y	$3.80	615	0	$0.00	609	$2,314.20
Base Bid	24	2511.507	RANDOM RIPRAP CLASS III	C Y	$50.00	305	0	$0.00	273	$13,650.00
Base Bid	25	2563.601	TRAFFIC CONTROL	LS	$6,000.00	0.84	0	$0.00	0.84	$5,040.00
Base Bid	26	2573.501	EROSION CONTROL SUPERVISOR	LS	$1,000.00	1	0	$0.00	1	$1,000.00
Base Bid	27	2573.503	SILT FENCE; TYPE MS	L F	$3.25	1100	0	$0.00	1180	$3,835.00
Base Bid	28	2573.503	FLOTATION SILT CURTAIN TYPE MOVING WATER	L F	$44.00	250	0	$0.00	300	$13,200.00
Base Bid	29	2573.503	FLOTATION SILT CURTAIN TYPE STILL WATER	L F	$25.00	145	0	$0.00	195	$4,875.00
Base Bid	30	2575.501	TURF ESTABLISHMENT	LS	$2,500.00	1	0	$0.00	1	$2,500.00

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	31	2575.504	TURF REINFORCEMENT MAT CATEGORY 3	S Y	$16.50	300	0	$0.00	300	$4,950.00
Base Bid	32	2575.504	EROSION CONTROL BLANKETS CATEGORY 3N	S Y	$2.00	2953	0	$0.00	3900	$7,800.00
Base Bid	33	2575.523	RAPID STABILIZATION METHOD 3	MGAL	$10.00	24	0	$0.00	24	$240.00
Base Bid	34	2021.501	MOBILIZATION	LS	$60,380.00	0.16	0	$0.00	0.16	$9,660.80
Base Bid	35	2563.601	TRAFFIC CONTROL	LS	$6,000.00	0.16	0	$0.00	0.16	$960.00
Base Bid	36	2452.502	C-I-P CONC TEST PILE 45 FT LONG 12"	EACH	$4,765.00	2	0	$0.00	2	$9,530.00
Base Bid	37	2011.601	CONSTRUCTION SURVEYING	LS	$7,500.00	0.84	0	$0.00	0.84	$6,300.00
Base Bid	38	2011.601	CONSTRUCTION SURVEYING	LS	$7,500.00	0.16	0	$0.00	0.16	$1,200.00
Base Bid Totals:								**$0.00**		**$655,225.21**

Project Category Totals

Project	Category	Amount This Request	Amount To Date
SP 031-598-030	NON PARTICIPATING	$0.00	$126,912.44
SP 031-598-030	PARTICIPATING	$0.00	$528,312.77

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
Contract Change Totals:										**$0.00**		**$0.00**

Contract Total	**$655,225.21**

Contract Change Totals

Number	Description	Amount This Request	Amount To Date
1	The bridge replacement project is complete except for painting the railings. Due to unforeseen weather conditions this fall the Engineer has determined it is better to wait to paint the bridge until next summer, 2021. This is a no cost change order. The revised completion date is July 1, 2021.	$0.00	$0.00

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 031-598-030
CR 438 – Bridge Replacement

Name of Contractor: S & R Reinforcing, Inc.

Contract No.: 59830

Total Value of Work: $655,225.21

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.

8-12-2021
Date

Karen Grandia
County Highway 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

County of Itasca

Project No.: SAP 031-598-030

Contract No.: 59830

The County Board of Itasca County hereby recognizes that the work done by S & R Reinforcing, Inc. of Aitkin, MN, under contract with Itasca County, made and entered into on March 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 17, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1730

DEPARTMENT: Land Department
PRESENTER: Michael Gibbons

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Award Contract for Tax Forfeit Demolition

BOARD ACTION REQUESTED:
Award demolition contract to American Disposal for $31,500.00 to be paid from Land Commissioner account 12-600, and authorize necessary signatures.

BACKGROUND:
Parcel #18-420-0180 located at 16585 Budrow Avenue, Pengilly, MN went tax forfeit on October 31, 2020. This property was classified by the County Board as non-conservation and to dispose in March, 2021. The property is blighted and a public nuisance that needs clean-up prior to sale.

COUNTY ATTORNEY REVIEW: Yes

SUPPORTING DOCUMENTATION:
1. Service Contract Pengilly_Demo_2021

08/17/2021

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 08/24/2021 2:30 PM**

County of Itasca, Minnesota
Service Contract

A.1 DATES AND PARTIES

A.1.1 THIS CONTRACT, made this 17th day of August, 2021, by and between the County of Itasca, herein called the "County," and **American Disposal**, a corporation organized and existing under the laws of the State of Minnesota, located at **PO Box 368, Deer River, MN 56636**, herein called the "Vendor."

B.1 AGREEMENT

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

C.1 TERM OF CONTRACT

C.1.1 The term of this Contract is from August 31, 2021 through October 28 2021, inclusive. The Contract may be extended if provided for in the Special Conditions.

D.1 SPECIAL CONDITIONS

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

E.1 CONTRACT AMOUNT

E.1.1 This Agreement when fully completed and fulfilled on the part of said Vendor to the satisfaction of the County or its duly authorized agent, is estimated to be **$31,500.00** for the current term.

F.1 INCREASE

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

G.1 PAYMENT

G.1.1 The County does hereby agree, to pay said Vendor as services are performed to the satisfaction of the County, or its duly authorized agent, full payments of $31,500, or as indicated in the Special Conditions. Payment terms of this Contract are Net 30.

H.1 GUARANTEE

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

I.1 BOND

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

J.1 INSURANCE

J.1.1 The following insurance must be maintained for the duration of this Contract. A Certificate of Insurance for each policy which lists Itasca County as a certificate holder and as an additional insured must be on file with the Itasca County Risk Management Department within 10 days of execution of this Contract and prior to commencement of any work under this Contract. Each certificate must include a 30-day notice of cancellation, nonrenewal, or material change to all named and additional insureds.

J.1.2 The County reserves the right to terminate, suspend or rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Contractor. All insurance policies shall be open to inspection by the County, and copies of policies shall be submitted to the County upon written request. All subcontractors shall provide evidence of similar coverage.

J.1.3 General Liability Insurance

J.1.3.1

	Limit
General Aggregate	$3,000,000
Products-Completed Operations Aggregate	$3,000,000
Personal and Advertising Injury	$1,500,000
Each Occurrence:	
Combined Bodily Injury and Property Damage	$1,500,000

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

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

J.1.4 Automobile Liability Insurance

J.1.4.1

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

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

J.1.5 Workers' Compensation Per Statutory Requirements

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

J.1.6 Employer's Liability

	Limit
J.1.6.1 Bodily injury by:	
Accident - Each Accident	$500,000
Disease - Policy Limit	$500,000
Disease - Each Employee	$500,000

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

J.1.6.1 Provider shall maintain at its sole expense a valid policy of insurance covering professional liability, arising from the acts or omissions of Provider, its agent and employees in the amount of not less than $500,000 per claim and $3,000,000 annual aggregate.(These suggested limits should be reviewed on a cases by case basis)

J.1.8 Indemnification Clause

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

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

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

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

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

K.1 UNAVOIDABLE CIRCUMSTANCES

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

L.1 RIGHT TO TERMINATE

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

M.1 ASSIGNMENT

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

N.1 INDEMNIFICATION

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

O.1 COMPLIANCE WITH LAWS

O.1.1 Vendor shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted

pertaining to this Contract or to the facilities, programs and staff for which Vendor is responsible.

P.1 RECORDS AUDITING AND RETENTION

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

Q.1 WAIVER

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

R.1 MODIFICATIONS/AMENDMENT

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

S.1 SEVERABILITY

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

T.1 FINAL AGREEMENT

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

U.1 EXECUTION

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

Dated this _____ day of _____, _____.

American Disposal
David Villeneuve

By: _____
Its _____

COUNTY OF ITASCA, MINNESOTA

By: _____
Its_____

By: _____
Its_____

APPROVED AS TO FORM & EXECUTION

By: _____
Itasca County Attorney

EXHIBIT A
SPECIAL CONDITIONS SUPPLEMENT

PROJECT DESCRITION

Demolition and removal of all buildings and debris located on tax forfeit property in Pengilly, MN. An asbestos and hazardous materials report has been completed and has identified asbestos materials. Asbestos materials will need to be removed prior to demolition. It will be the responsibility of the vendor to coordinate asbestos abatement. The goal of the project is to clean up this property and prepare for sale.

PROJECT LOCATION

Itasca County tax forfeit property located at 16585 Budrow Ave., Pengilly, MN. (PID#18-420-0180)

STARTING AND COMPLETION DATES

- Start-up may proceed once contract is signed, certificate of liability insurance is on file with Itasca County and MPCA Notification of Demolition and Asbestos Abatement.
- Completion by **October 28, 2021.**

VENDOR RESPONSIBILITIES

ABESTOS ABATEMENT

Asbestos has been identified on site. Prior to demolition Vendor will need to abate asbestos materials as identified in Asbestos and Hazardous materials report (Exhibit D).

The following five (5) items have been identified from the asbestos report requiring abatement:

1. (ORBS-Tar) Approximately 250 square feet of black tar under blue shingles on original collapsed roof, on west side of house building.
2. (ECP) Approximately 15 linear feet of white/black exterior concrete patching on west side of storage building, above garage door plaster patching.
3. (EEFT) Approximately 144 square feet of 12”X12” white/gray/tan floor tile found in east entryway of the storage building.
4. (CBL) Approximately 60 square feet of brown/gray/red/tan checkered bathroom linoleum found on the floor of the storage building bathroom.
5. (SRFT) Approximately 180 square feet of 12”X12” white floor tile found in south room of the storage building, adjacent to the east entryway.

GENERAL DEMOLITION & SOLID WASTE

- Vendor shall be familiar with collecting and sorting demolition materials and municipal solid waste (MSW).
- Vendor shall be familiar with transporting and hauling demolition materials.
- Vendor shall haul and deliver all construction and demolition materials to General Waste & Recycling, LLC located at 35005 County Road 571, Keewatin, MN.
- Vendor shall check deliveries in at General Waste & Recycling 218-778-6600. All loads will need to be scaled before dumping. Tipping fees will be covered by Itasca County.
- Vendor shall collect and deliver all municipal solid waste (MSW) to Bass Lake Transfer site located at 29959 East Bass Lake Road. Deliveries to be coordinated with Greg Stoltz with Itasca County Environmental Services 218-327-7338. Tipping fees will be covered by Itasca County. All loads will need to be scaled prior to dumping.
- Vendor shall accept responsibility for all materials removed from the site during transportation in accordance with all Minnesota Pollution Control Agency regulations.
- Vendor shall pile all metal items for recycling on site for pick-up at a predetermined location identified by Itasca County personnel.
- Vendor shall leave any registered vehicle on site unless pre-approved by Sheriff Office for removal.

UTILITIES

- Vendor shall contact the appropriate utility companies to verify that utilities have been disconnected before work begins.
- Vendor shall provide the County with proof of an underground utility locate before moving any equipment on site. This will be in the form of a locate number.
- Two wells are on site and shall not be damaged or filled in.

BASEMENT & CONCRETE SALBS

- Block walls in basement to remain. Perforate basement floor for drainage if concrete is present. Slab under large building may stay in place.
- Vendor to fill basement and then provide and install “clean-fill” to backfill basement. All backfill will be properly compacted to 95% or better to ensure proper settling of the fill materials.
- Vendor will provide final grading suitable for mowing and free of walking hazards This includes but is not limited to a site free of holes, exposed tree roots, steep grade changes, and all exposed soil.

GENERAL EXPECTATIONS

- Vendor will accept responsibility regarding protecting the site and adjacent property from damage as a result of the clean-up process. Existing well to be protected.

- Site may not be left in an unsafe manner overnight; this includes where excavations or open basements are not backfilled before the end of the workday, Vendor will be required to encircle the open area with a proper barrier such as standard snow fence, or equal type fencing, for public safety purposes.
- Vendor shall provide all necessary equipment required to perform work including safety equipment for the vendor's employees, required to safely perform work.
- Vendor agrees to hire, supervise, pay, provide transportation, and have required insurance for all subcontractors and employees.
- Vendor shall diligently prosecute the work, providing sufficient manpower, materials, and other supplies at all times to assure completion of the work in an orderly fashion by the completion date stated in these specifications. Vendor shall at all times keep the work site reasonably neat and clean and upon completion shall remove and dispose of all rubbish, trash and refuse from the work area and leave the work site clean.
- Vendor shall at all times coordinate its work and cooperate with the County.
- Vendor shall, in its performance of the work, comply with all applicable codes and industry standards and with all applicable federal, state and local laws, rules and regulations, including but not limited to, the requirements of the Federal Occupational Safety and Health Act, the Federal Fair Labor Standards Act of 1938 as amended, the Minnesota State Worker's Compensation Laws, and all applicable Civil Rights laws, rules and regulations.
- Vendor shall promptly pay all laborers, subcontractors or materialmen connected with the work and if any shall file liens against the work, contractor shall promptly obtain a release of any such lien or post a bond indemnifying the County against all loss by reason of such lien. The County shall have the right, prior to making any payment due under this contract, to require Contractor to deliver lien waivers duly executed by itself and each of its subcontractors and materialmen for all work done prior to such payment.
- Vendor shall contact the County three-days before moving any equipment or personnel on site to begin work.

INSPECTION AND PENALTIES

- The Vendor shall contact the County before moving off site. If Vendor moves off site before a final inspection is completed, they may be required to come back to the site for additional work without compensation and payment will be held until requested work is completed.
- Burning of any materials, trees, or brush on site is strictly prohibited and may result in fines from local authorities.
- The Vendor agrees that failure to complete the work as specified shall result in liquidated damages not less than the difference between their bid and another bid required to complete the work. Associated fees required to re-bid the work will be included with liquidated damages.

COUNTY RESPONSIBILITIES

- Provide access to the site for equipment and personnel.
- Provide assistance when needed to answer questions.

COUNTY'S RIGHTS

County shall have the right at all times during the performance of the work to conduct such tests and inspections as it deems necessary to assure Vendor's compliance with this contract. If any work or materials are found not to be in compliance with the specifications, the County shall have the right to order such work redone in conformance with this contract.
County shall have the right to order changes in the work at any time. Vendor shall proceed with such changes immediately upon receipt of a written change order signed by the County. The contract price and the completion date specified shall be equitably adjusted to reflect any increase or decrease in the work. Upon the County's request, Vendor shall provide satisfactory evidence from which contract price adjustments can be made. These changes include but are not limited to environmental conditions such as: drought, rain, and wind damage.

QUESTIONS

Questions and technical reports should be directed to Michael Gibbons at the Land Department office. (218) 327-7357.

PAYMENT

Payment to Vendor will be made based on invoices submitted for completed work at the contract price, which shall be payment in full for all labor, equipment, and materials required to satisfactory complete work describe herein.

Payments made by County are subject to the normal County billing process and cut-off dates. Payments may take up to thirty (30) days after submittal.

This agreement is the only agreement between parties. The parties have not agreed either verbally or in writing to any other terms or conditions not contained in this document

EXHIBIT B

FORM TO SUPPLY QUOTE

Tax Forfeit Property Demo Project at 16585 Budrow Ave., Pengilly, MN (PID#18-420-0180)

- **DEMOLITION & CLEAN-UP QUOTE:** $3,500.00
- **ASBESTOS ABATMENT QUOTE:** N/A
- **TOAL PROJECT QUOTE:** $3,500.00

- **COMPANY:** American Disposal
- **OWNER:** David Villeneuve
- **ADDRESS:** Po Box 364 Deer River MN 56636
- **PHONE #:** 218-246-4729
- **E-MAIL:** refuse@paulbunyan.net

SIGNATURE & DATE: [signature] 8/11/21

Submission of a quote by vendor acknowledges terms and conditions herein.

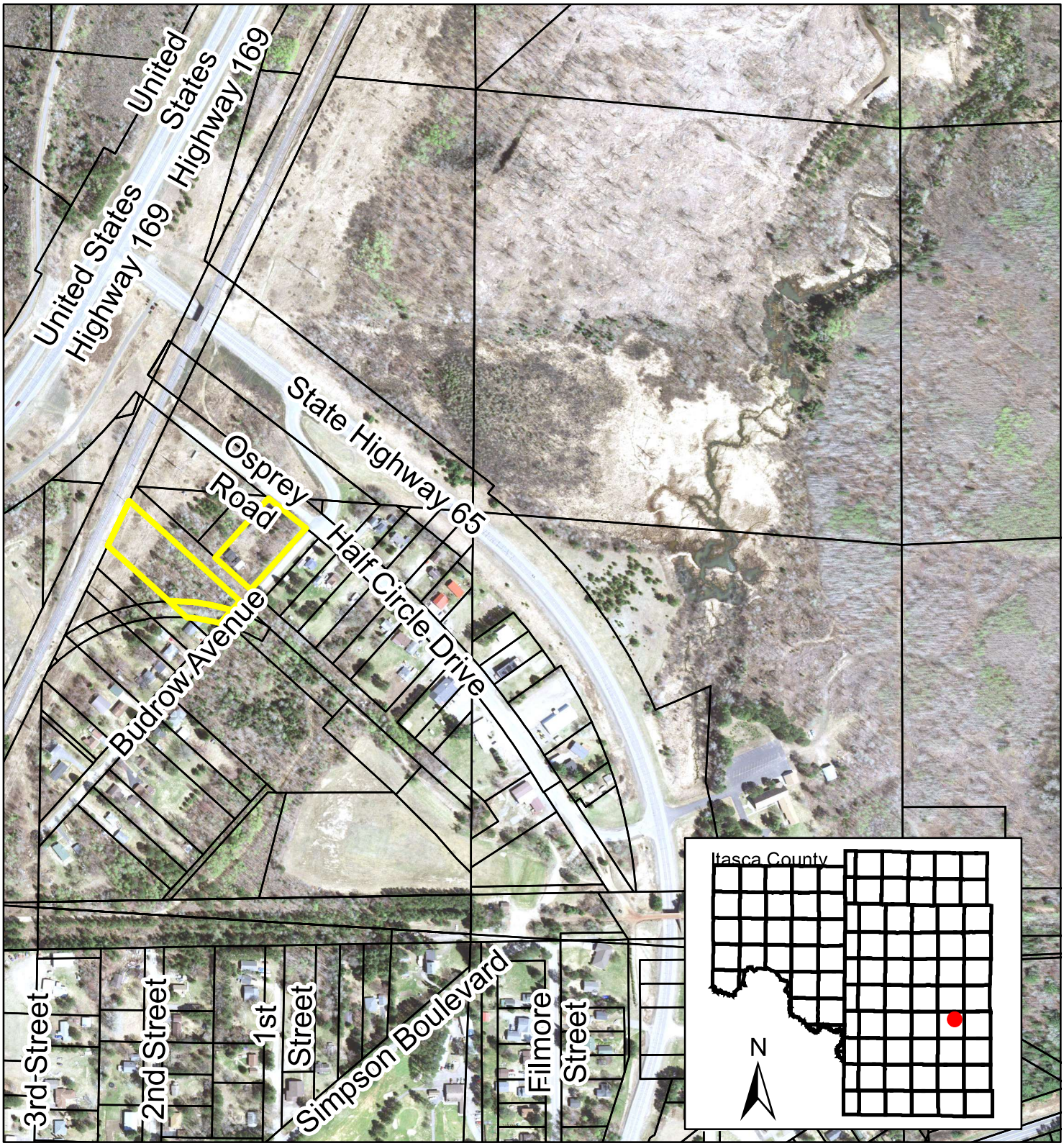
Itasca County reserves the right to accept or reject any and all quotes, to waive any defects or technicalities, to advertise for new quotes, or take such action it deems lawful and in the best interests of Itasca County.

This form must be completed and returned by 3:00 PM, Wednesday August 11, 2021 in a sealed envelope clearly marked:

"Pengilly Project-2021"

EXHIBIT C

PENGILLY PROJECT - 16585 Budrow Ave.



This information is a compilation of data from different sources with varying degrees of accuracy and requires a qualified field survey to verify.
Itasca Geographic Information System
"Decision support through automation"
COPYRIGHT - ITASCA COUNTY ALL RIGHTS RESERVED
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0 255 510 1,020 Feet

EXHIBIT D

PRE-DEMOLITION ASBESTOS AND HAZARDOUS MATERIAL REPORT
16585 Budrow Avenue, Pengilly, MN

April 2021

Prepared for:
Michael Gibbons
Itasca County Land Department
1177 LaPrairie Avenue
Grand Rapids, Minnesota 55744

Prepared by:
NORTHEAST TECHNICAL SERVICES, INC.
526 CHESTNUT STREET
VIRGINIA, MINNESOTA 55792
(218) 741-4290

Environmental Science & Engineering

April 22, 2021

Mr. Michael Gibbons
Itasca County Land Department
1177 LaPrairie Avenue
Grand Rapids, Minnesota 55744

RE: Sampling of potential asbestos containing material (PACM) and potential hazardous waste survey for the structures located at 16585 Budrow Avenue, Pengilly, Minnesota.

Dear Mr. Gibbons:

On March 31, 2021, Ian R. Strasburg, a Minnesota Department of Health (MDH) Certified Asbestos Inspector, conducted a Pre-Demolition asbestos and hazardous material inspection for the above referenced structures. The inspection included a 792 square foot dwelling built around 1935, a 270 square foot 1956 mobile home, a 252 square foot detached garage built around 1930, and a 1,224 square foot storage building built around 1940.

There were various items identified as potential hazardous material as part of the inspection. All structures were filled with miscellaneous debris, as well as various hazardous materials and debris was dispersed throughout the entire property. These items include, but are not limited to: a TV, two microwaves, a refrigerator, two-one gallon paint cans, two gas ovens, multiple fertilizers, three-twelve ounce lamp oil, four fluorescent light bulbs, a water heater, a twenty five gallon fuel tank, a mobile home fuel oil furnace, an aerosol can raid, a three hundred gallon fuel tank in yard, a car, oil filters, a camper trailer filled with miscellaneous debris, a motorcycle, a chest freezer, a lathe, fourteen-twelve ounce containers of 'Heet' antifreeze, four quarts of oil, a chest freezer, a boat, two boat motors, a lawn mower, a boiler, multiple tires, a 'soda acid' fire extinguisher, a five gallon container tar, a twenty gallon gas can, a hydraulic door. A visual inspection of the dwellings basement was conducted from the exterior due to partial collapse of the dwelling. **It is noted**: due to the amount of debris on property it was not feasible to inspect all non-construction materials and additional hazards are possible. The **MPCA Pre-Renovation/Demolition Environmental Checklist** is included with this report. The potential asbestos containing materials identified are listed below, and on the chain of custody form of the samples obtained and submitted for analysis. These items are as follows:

Possible Asbestos Containing Materials Sampled:

1. **(RS) Roof Shingle –Four types of roof shingles; grey, brown, black and red sampled from house**
2. **(GRSS) Green/Red Siding Shingle- shingle siding found under particle board siding with tar paper**
3. **(ORBS) Original Roof Blue Shingle- sampled from west side collapsed roof with tar paper**
4. **(FBSS) Fake Brick Shingle Siding- 2"x8" shingles on west exterior wall**

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5. **(SR-1) Sheetrock 1- sampled from east house entry wall**
6. **(BWP) Blue Wall Paper- wall paper over sheetrock in east house entry**
7. **(SR-2) Sheetrock 2- sheetrock from living room SE wall**
8. **(CT) Ceiling Tile- 12"x12" ceiling tile found throughout house, sampled in living room**
9. **(WGWL) White and Gold Wall Linoleum- white linoleum with gold streaks and brown mastic on east bathroom wall**
10. **(SWL) Spotted Wall Linoleum- tan spotted linoleum found on bathroom wall and floor**
11. **(SR-3) Sheetrock 3- sampled from SW bedroom wall with floral wall paper**
12. **(GWG) Grey Window Glazing- glazing around exterior windows sampled from SE window**
13. **(TI) Trailer Insulation- tan fibrous trailer insulation**
14. **(TWGL) Trailer White and Gold Linoleum- white linoleum with gold specks on trailer back wall**
15. **(GRS) Garage Roof Shingle- black and red shingles with tar paper**
16. **(Pl-1) Plaster 1- plaster sampled from west exterior garage door patch- storage building**
17. **(ECP) Exterior Concrete Patching- from west exterior storage building, above plaster patching**
18. **(LRS) Lower Roof Shingle- green and grey shingles with tar paper, sampled from north end of storage building**
19. **(SBG) Storage Building Glazing- glazing around south addition windows**
20. **(SR-4) Sheetrock 4- sampled from east wall of east entry room with joint tape- storage building**
21. **(URS) Upper Roof Shingle- black shingle with tar paper sampled from collapsed roof in south room**
22. **(EEFT) East Entry Floor Tile- 12"x12" white tile sampled near bathroom in storage building**
23. **(CBL) Checkered Bathroom Linoleum- sampled from bathroom floor, brown/ tan square design- storage building**
24. **(BBWL) Bathroom Brown Wall Linoleum- sampled from east bathroom wall- storage building**
25. **(SRWP) South Room Wall Paper- floral wall paper and bright green wall paper- storage building**

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26. **(SR-5) Sheetrock 5- sampled from south room northern wall- storage building**
27. **(SRFT) South Room Floor Tile- 12"x12" white floor tiles storage building**
28. **(SR-6) Sheetrock 6- sampled from NW room wall- storage building**

The number of samples collected of potential asbestos containing material (PACM) and sample methods are in accordance with MDH Asbestos Rules 4620.3460. The collected samples were placed in a sealable plastic bag, labeled, and shipped to EMSL Laboratory for analysis. EMSL Laboratory conducted bulk analysis of the samples using polarized light microscopy, and is accredited for bulk analysis through the National Voluntary Laboratory Accreditation Program (NVLAP). The analysis was conducted in accordance with EPA 600/R-93/116 Method.

The results of the EMSL Laboratory Report indicated that **five of the samples analyzed had asbestos containing material present.** A complete copy of the EMSL Laboratory Report and Chain of Custody Form is attached to this letter, for your information and files. The items found to be asbestos containing materials are:

1. **(ORBS-Tar) There is approximately 250 square feet of black tar under the blue shingles on the original collapsed roof, on the west side of the dwelling that contained 8% Chrysotile.**
2. **(ECP) There is approximately 15 linear feet of white/black exterior concrete patching on the west side of the storage building, above the garage door plaster patching that contained 10% Chrysotile.**
3. **(EEFT) There is approximately 144 square feet of 12"x12" white/gray/tan floor tile found in the east entryway of the storage building that contained 4% Chrysotile.**
4. **(CBL) There is approximately 60 square feet of brown/gray/red/tan checkered bathroom linoleum found on the floor of the storage building bathroom that contained 25% Chrysotile.**
5. **(SRFT) There is approximately 180 square feet of 12"x12" white floor tile found in the south room of the storage building, adjacent to the east entryway floor tiles that contained 4% Chrysotile.**

In late February 2010, the Minnesota Pollution Control Agency (MPCA) issued a Fact Sheet entitled "Managing PCB-containing Caulking Waste". This Fact Sheet is intended as a clarification to Minnesota Administrative Rule 7035.0805 Renovation and Demolition.

The Fact Sheet states that: If a structure built before 1979 is to be renovated or demolished, you must either:

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- Assume the caulking contains polychlorinated biphenyls (PCB's) at a concentration greater than 50 parts per million (ppm), remove it and manage it as a hazardous waste; or,
- Evaluate a representative sample of each caulking type by testing and showing that it does not contain PCB's at concentrations greater than or equal to 50 ppm.

It is assumed the caulking present was placed prior to 1979. The potential areas for caulking include weatherizing around seams and joints. In addition, the MPCA has indicated that glazing compound is also considered "caulking".

On March 31, 2021, Ian R. Strasburg obtained some glazing/caulking material that was around the dwelling's exterior windows and the storage building's exterior to be analyzed for Polychlorinated Biphenyls (PCB's), which is considered a Hazardous Waste Material, and delivered the caulking to Pace Analytical for analyses. **Based on Pace's lab report, there were no PCB's present**. A complete copy of Pace's Laboratory Report and chain of custody form can be found as an attachment to this report.

On March 31, 2021, Ian R. Strasburg also obtained five flaking, peeling and cracking paint samples from the dwelling's exterior, mobile home interior and exterior, and the storage building interior and exterior, and delivered the paint samples to Pace Analytical to be analyzed for Lead, which is considered a Hazardous Waste Material.

According to ***Minnesota Rule 7035.0805 Renovation and Demolition***, paint is lead-based if it:

A. contains lead in a concentration of at least 0.5 percent (5,000 micrograms per gram (µg/g), or 5,000 parts per million) or more by dry weight as determined by acid digestion and analysis; or,
B. registers at least 1.0 milligrams per square centimeter (mg/cm^2) or more as measured by an x-ray fluorescence analyzer (XRF).

Therefore, for the purposes of this project, **a sample was considered lead-containing, if it contained lead at a concentration of at least 5,000 mg/kg, or 5,000 parts per million (ppm).**

The green trailer paint on the trailer's exterior was considered lead containing with 19,200 mg/kg. A complete copy of the Pace Analytical Laboratory Report and Chain of Custody Form, are attached to this letter.

In any building, the potential exists for hazardous material to be located inside the walls, above the ceilings, under the floors, and in other inaccessible areas. An attempt was made to locate all hazardous materials in inaccessible areas of the building, however, it is not feasible to inspect 100 percent of these areas. Also, the potential exists for hazardous materials to be found outside the building buried underground. NTS cannot be held responsible for the presence of any such hidden materials. If

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previously unidentified suspect hazardous building materials are exposed during the demolition, they should be sampled and analyzed prior to any disturbance.

The identified non-demolition waste materials should also be removed from the structure at least two days prior to the demolition and should be properly disposed of.

If you have any questions regarding this report, please feel free to contact me at (218) 742-1014 or Scott Seeley at (218) 742-1028.

Sincerely,
Northeast Technical Services, Inc.

for Ian R Strasburg

Ian R. Strasburg, MDH Certified Asbestos Inspector
Inspector Number AI14171

Enclosures: EMSL Lab Report & COC
Pace Lab Report & COC
Pre-Renovation/Demolition Environmental Checklist
MDH Certification Cards

EMSL Analytical, Inc.

3410 Winnetka Avenue North New Hope, MN 55427
Tel/Fax: (763) 449-4922 / (763) 449-4924
http://www.EMSL.com / minneapolislab@emsl.com

EMSL Order:	352102787
Customer ID:	NTSI50
Customer PO:	PR 9520
Project ID:	

Attention:	Scott A. Seeley	**Phone:**	(218) 741-4290
	Northeast Technical Services, Inc.	**Fax:**	(218) 741-4291
	526 Chestnut Street	**Received Date:**	04/05/2021 11:20 AM
	Virginia, MN 55792	**Analysis Date:**	04/12/2021
		Collected Date:	
Project:	16585 Budrow Avenue, Pengilly, MN #21583		

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
RS-Grey Shingle *352102787-0001*	Roof Shingle- Four types of roof shingle; grey brown black and red. Sampled from house	Gray/Black Fibrous Heterogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected
RS-Brown Shingle *352102787-0001A*	Roof Shingle- Four types of roof shingle; grey brown black and red. Sampled from house	Brown/Black Fibrous Heterogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected
RS-Black Shingle *352102787-0001B*	Roof Shingle- Four types of roof shingle; grey brown black and red. Sampled from house	Black Fibrous Heterogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected
RS-Red Shingle *352102787-0001C*	Roof Shingle- Four types of roof shingle; grey brown black and red. Sampled from house	Red/Black Fibrous Heterogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected
GRSS-Shingle *352102787-0002*	Green/ red Siding Shingle- shingle siding found under particle board siding w/ tar paper	Red/Black/Green Fibrous Heterogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected
GRSS-Tar Paper *352102787-0002A*	Green/ red Siding Shingle- shingle siding found under particle board siding w/ tar paper	Black Fibrous Homogeneous	50% Cellulose	50% Non-fibrous (Other)	None Detected
ORBS-Shingle *352102787-0003*	Original Roof Blue Shingle- sampled from west side collapsed roof w/ tar paper	Black/Blue Fibrous Heterogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected
ORBS-Tar Paper *352102787-0003A*	Original Roof Blue Shingle- sampled from west side collapsed roof w/ tar paper	Black Fibrous Heterogeneous	50% Cellulose	50% Non-fibrous (Other)	None Detected
ORBS-Tar *352102787-0003B*	Original Roof Blue Shingle- sampled from west side collapsed roof w/ tar paper	Black Non-Fibrous Homogeneous		92% Non-fibrous (Other)	8% Chrysotile
FBSS *352102787-0004*	Fake Brick Shingle Siding- 2"x8" shingles on west exterior wall	Brown/Red/Black Fibrous Heterogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected
SR-1 *352102787-0005*	Sheetrock 1- sampled from east house entry wall	Brown/White Fibrous Heterogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected

Initial report from: 04/12/2021 18:43:52

EMSL Analytical, Inc.
3410 Winnetka Avenue North New Hope, MN 55427
Tel/Fax: (763) 449-4922 / (763) 449-4924
http://www.EMSL.com / minneapolislab@emsl.com

EMSL Order:	352102787
Customer ID:	NTSI50
Customer PO:	PR 9520
Project ID:	

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
BWP *352102787-0006*	Blue Wall Paper- wall paper over sheetrock in east house entry	Brown/Green Fibrous Homogeneous	95% Cellulose	5% Non-fibrous (Other)	None Detected
SR-2 *352102787-0007*	Sheetrock 2- sheetrock rom living room SE wall	Brown/White Fibrous Heterogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
CT *352102787-0008*	Ceiling Tile- 12"x12" ceiling tile found throughout house, sampled in living room	Tan Fibrous Homogeneous	95% Cellulose	5% Non-fibrous (Other)	None Detected
WGWL-Linoleum *352102787-0009*	White and Gold Wall Linoleum- white linoleum w/ gold streaks and brown mastic on east bathroom wall	Brown/White Fibrous Heterogeneous	50% Cellulose	50% Non-fibrous (Other)	None Detected
WGWL-Mastic *352102787-0009A*	White and Gold Wall Linoleum- white linoleum w/ gold streaks and brown mastic on east bathroom wall	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
SWL *352102787-0010*	Spotted Wall Linoleum- tan spotted linoleum found on bathroom wall and floor	Brown/Tan/White Fibrous Heterogeneous	40% Cellulose	60% Non-fibrous (Other)	None Detected
SR-3 *352102787-0011*	Sheetrock 3- sampled from SW bedroom wall w/ floral wall paper	Brown/White Fibrous Heterogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
GWG *352102787-0012*	Grey Window Glazing- glazing around exterior windows sampled from SE window	Gray/White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
TI *352102787-0013*	Trailer Insulation- tan fibrous trailer insulation	Tan Fibrous Homogeneous	20% Cellulose 75% Glass	5% Non-fibrous (Other)	None Detected
TWGL *352102787-0014*	Trailer White and Gold Linoleum- white linoleum w/ gold specks on trailer back wall	Brown/White Fibrous Heterogeneous	95% Cellulose	5% Non-fibrous (Other)	None Detected
GRS-Red Shingle *352102787-0015*	Garage Roof Shingle- black and red shingles w/ tar paper	Red/Black Fibrous Heterogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected
GRS-Black Shingle *352102787-0015A*	Garage Roof Shingle- black and red shingles w/ tar paper	Gray/Black Fibrous Heterogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected
GRS-Tar Paper *352102787-0015B*	Garage Roof Shingle- black and red shingles w/ tar paper	Black Fibrous Homogeneous	50% Cellulose	50% Non-fibrous (Other)	None Detected
PI-1-Plaster *352102787-0016*	Plaster 1- plaster sampled from west exterior garage door patch- storage building	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Initial report from: 04/12/2021 18:43:52

EMSL Analytical, Inc.
3410 Winnetka Avenue North New Hope, MN 55427
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http://www.EMSL.com / minneapolislab@emsl.com

EMSL Order:	352102787
Customer ID:	NTSI50
Customer PO:	PR 9520
Project ID:	

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
PI-1-Insulation *352102787-0016A*	Plaster 1- plaster sampled from west exterior garage door patch- storage building	Gray Fibrous Homogeneous	95% Glass	5% Non-fibrous (Other)	None Detected
ECP *352102787-0017*	Exterior Concrete Patching- from west exterior storage build, above plaster patching	White/Black Fibrous Heterogeneous	10% Cellulose	80% Non-fibrous (Other)	10% Chrysotile
LRS-Green Shingle *352102787-0018*	Lower Roof Shingle-green and grey shingles w/ tar paper samples from north end of storage building	Black/Green Fibrous Heterogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected
LRS-Gray Shingle *352102787-0018A*	Lower Roof Shingle-green and grey shingles w/ tar paper samples from north end of storage building	Gray/Black Fibrous Heterogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected
LRS-Tar Paper *352102787-0018B*	Lower Roof Shingle-green and grey shingles w/ tar paper samples from north end of storage building	Black Fibrous Homogeneous	50% Cellulose	50% Non-fibrous (Other)	None Detected
SBG *352102787-0019*	Storage Building Glazing- glazing around south addition windows	Gray/White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
SR-4 *352102787-0020* *This is a composite result of sheetrock, jt. compound, and tape*	Sheetrock 4- samples from east wall of east entry room w/ joint tape- storage building	Brown/White Fibrous Heterogeneous	15% Cellulose	85% Non-fibrous (Other)	<1% Chrysotile
URS-Shingle *352102787-0021*	Upper Roof Shingle-black shingle w/ tar paper sampled from collapsed roof in south room	Gray/Black Fibrous Heterogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected
URS-Tar Paper *352102787-0021A*	Upper Roof Shingle-black shingle w/ tar paper sampled from collapsed roof in south room	Black Fibrous Homogeneous	50% Cellulose	50% Non-fibrous (Other)	None Detected
EEFT-Floor Tile *352102787-0022*	East Entry Floor Tile-12"x12" white tile sampled near bathroom in storage building	Gray/Tan Non-Fibrous Homogeneous		96% Non-fibrous (Other)	4% Chrysotile
EEFT-Mastic *352102787-0022A*	East Entry Floor Tile-12"x12" white tile sampled near bathroom in storage building	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Initial report from: 04/12/2021 18:43:52

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http://www.EMSL.com / minneapolislab@emsl.com

EMSL Order:	352102787
Customer ID:	NTSI50
Customer PO:	PR 9520
Project ID:	

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
CBL-Linoleum *352102787-0023*	Checkered Bathroom Linoleum- sampled from bathroom floor, brown/tan square design- storage building	Gray/Tan/Red Fibrous Heterogeneous		75% Non-fibrous (Other)	25% Chrysotile
CBL-Adhesive *352102787-0023A*	Checkered Bathroom Linoleum- sampled from bathroom floor, brown/tan square design- storage building	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
BBWL-Linoleum *352102787-0024*	Bathroom Brown Wall Linoleum- sampled from east bathroom wall- storage building	Brown/Tan/Black Fibrous Heterogeneous	50% Cellulose	50% Non-fibrous (Other)	None Detected
BBWL-Mastic *352102787-0024A*	Bathroom Brown Wall Linoleum- sampled from east bathroom wall- storage building	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
SRWP *352102787-0025*	South Room Wall Paper- floral wall paper and bright green wall paper- storage building	Brown/White/Green Fibrous Heterogeneous	80% Cellulose	20% Non-fibrous (Other)	None Detected
SR-5 *352102787-0026*	Sheetrock 5- sampled from south room northern wall- storage building	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
SRFT-Floor Tile *352102787-0027*	South Room Floor Tile- 12"x12" whites floor tiles- storage building	White Non-Fibrous Homogeneous		96% Non-fibrous (Other)	4% Chrysotile
SRFT-Mastic *352102787-0027A*	South Room Floor Tile- 12"x12" whites floor tiles- storage building	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
SR-6 *352102787-0028*	Sheetrock 6- sampled from NW room wall- storage building	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Analyst(s)
Nicholas Asuncion (45)

Rachel Travis, Laboratory Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method") but augmented with procedures outlined in the 1993 ("final") version of the method. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. New Hope, MN NVLAP Lab Code 200019-0; Colorado AL-24478

Initial report from: 04/12/2021 18:43:52

OrderID: 352102787

3410 Winnetka Avenue North New Hope, MN 55427 Phone: 763-449-4922 Fax: 763-449-4924

02787

EMSL ANALYTICAL CHAIN OF CUSTODY ASBESTOS

EMSL Representative:	Rachel Travis	EMSL Reference #:	
Your Company Name:	NTS-Northeast Technical Services	EMSL-Bill to:	Same
Street:	526 Chestnut Street	Street:	
Box #:	P.O. Box 1142	Box #:	
City/State:	Virginia, MN Zip: 55792	City/State:	Zip:
Verbal Results to:	Scott A. Seeley	Email Results to:	sseeley@netechnical.com
Telephone #:	218-742-1028	Or Fax #:	218-741-4291
Project Name/Number:	16585 Budrow Avenue, Pengilly, MN #21583	Purchase Order #	PR 9520

MATRIX

☐ Air ☐ Floor Tile ☐ Soil ☐ Wipe
X Bulk ☐ Drinking Water ☐ Dust ☐ Waste water

TURNAROUND TIME

☐ RUSH ☐ 6 Hours ☐ 24 Hours ☐ 48 Hours
Contact Lab ☐ 3 Days X 5 Days ☐ 6-10 days

PCM
☐ NIOSH 7400
☐ MN Dept of Health
☐ Other:

PLM
X EPA 600/R-93/116
☐ NOB
☐ Point Count (400 point)
X Test Until Positive
☐ Other:

☐ Comments:

UPS # 1ZZE67900390079116

TEM AIR
☐ AHERA
☐ EPA Level II
☐ NIOSH 7402
☐ MN Dept of Health

TEM BULK
☐ Chatfield
☐ NOB
☐ Micro Vac-Quantitative
☐ Micro Vac-Qualitative
☐ Drop Mount-Qualitative
☐ TUP = Test until positive

TEM WATER
☐ EPA 100.1 (all fibers)
☐ EPA 100.2 (Long fibers >10um)
☐ NY 198.2

TEM WIPE
☐ Quantitative
☐ Qualitative

TEM DUST
☐ ASTM D-5755-95
☐ Qualitative

Client Sample # (s)	RS - SR-6		Total Samples:	28	
Relinquished:		Date:	04/01/2021	Time:	10:15
Received:		Date:	4-1-21	Time:	1015
Received:	MBE (EMSL-MN) UPS	Date:	4/5/21	Time:	11:20

SAMPLE DATE	SAMPLE NUMBER	LOCATION	VOLUME (If Applicable)
3/31/2021	RS	Roof Shingle- Four types of roof shingle; grey brown black and red. Sampled from house.	
3/31/2021	GRSS	Green/ red Siding Shingle- shingle siding found under particle board siding w/ tar paper	
3/31/2021	ORBS	Original Roof Blue Shingle- sampled from west side collapsed roof w/ tar paper	
3/31/2021	FBSS	Fake Brick Shingle Siding- 2"x8" shingles on west exterior wall	
3/31/2021	SR-1	Sheetrock 1- sampled from east house entry wall	
3/31/2021	BWP	Blue Wall Paper- wall paper over sheetrock in east house entry	
3/31/2021	SR-2	Sheetrock 2- sheetrock rom living room SE wall	
3/31/2021	CT	Ceiling Tile- 12"x12" ceiling tile found throughout house, sampled in living room	
3/31/2021	WGWL	White and Gold Wall Linoleum- white linoleum w/ gold streaks and brown mastic on east bathroom wall	
3/31/2021	SWL	Spotted Wall Linoleum- tan spotted linoleum found on bathroom wall and floor	
3/31/2021	SR-3	Sheetrock 3- sampled from SW bedroom wall w/ floral wall paper	

3/31/2021	GWG	Grey Window Glazing- glazing around exterior windows sampled from SE window	
3/31/2021	TI	Trailer Insulation- tan fibrous trailer insulation	
3/31/2021	TWGL	Trailer White and Gold Linoleum- white linoleum w/ gold specks on trailer back wall	
3/31/2021	GRS	Garage Roof Shingle- black and red shingles w/ tar paper	
3/31/2021	PI-1	Plaster 1- plaster sampled from west exterior garage door patch- storage building	
3/31/2021	ECP	Exterior Concrete Patching- from west exterior storage build, above plaster patching	
3/31/2021	LRS	Lower Roof Shingle- green and grey shingles w/ tar paper samples from north end of storage building	
3/31/2021	SBG	Storage Building Glazing- glazing around south addition windows	
3/31/2021	SR-4	Sheetrock 4- samples from east wall of east entry room w/ joint tape- storage building	
3/31/2021	URS	Upper Roof Shingle- black shingle w/ tar paper sampled from collapsed roof in south room	
3/31/2021	EEFT	East Entry Floor Tile- 12"x12" white tile sampled near bathroom in storage building	
3/31/2021	CBL	Checkered Bathroom Linoleum- sampled from bathroom floor, brown/ tan square design- storage building	
3/31/2021	BBWL	Bathroom Brown Wall Linoleum- sampled from east bathroom wall- storage building	
3/31/2021	SRWP	South Room Wall Paper- floral wall paper and bright green wall paper- storage building	
3/31/2021	SR-5	Sheetrock 5- sampled from south room northern wall- storage building	
3/31/2021	SRFT	South Room Floor Tile- 12"x12" whites floor tiles- storage building	
3/31/2021	SR-6	Sheetrock 6- sampled from NW room wall- storage building	

Pace Analytical Services, LLC
4730 Oneota St.
Duluth, MN 55807
(218) 727-6380

April 09, 2021

Scott Seeley
NTS
526 Chestnut Street
Virginia, MN 55792

RE: Project: 21583 16585 Budrow Ave
Pace Project No.: 10553213

Dear Scott Seeley:

Enclosed are the analytical results for sample(s) received by the laboratory on April 01, 2021. The results relate only to the samples included in this report. Results reported herein conform to the applicable TNI/NELAC Standards and the laboratory's Quality Manual, where applicable, unless otherwise noted in the body of the report.

The test results provided in this final report were generated by each of the following laboratories within the Pace Network:
- Pace Analytical Services - Minneapolis

Due to volume and matrix of samples, results are being reported on a wet weight basis.

If you have any questions concerning this report, please feel free to contact me.

Sincerely,

Nicole Jarve

Nicole Jarve
nikki.jarve@pacelabs.com
(218) 727-6380
Project Manager

Enclosures

cc: Sample Data, Northeast Technical Services
Karissa Vosen, NTS

Pace Analytical Services, LLC
4730 Oneota St.
Duluth, MN 55807
(218) 727-6380

CERTIFICATIONS

Project: 21583 16585 Budrow Ave
Pace Project No.: 10553213

Pace Analytical Services, LLC - Minneapolis MN
1700 Elm Street SE, Minneapolis, MN 55414
1800 Elm Street SE, Minneapolis, MN 55414--Satellite Air Lab
A2LA Certification #: 2926.01*
Alabama Certification #: 40770
Alaska Contaminated Sites Certification #: 17-009*
Alaska DW Certification #: MN00064
Arizona Certification #: AZ0014*
Arkansas DW Certification #: MN00064
Arkansas WW Certification #: 88-0680
California Certification #: 2929
Colorado Certification #: MN00064
Connecticut Certification #: PH-0256
EPA Region 8 Tribal Water Systems+Wyoming DW Certification #: via MN 027-053-137
Florida Certification #: E87605*
Georgia Certification #: 959
Hawaii Certification #: MN00064
Idaho Certification #: MN00064
Illinois Certification #: 200011
Indiana Certification #: C-MN-01
Iowa Certification #: 368
Kansas Certification #: E-10167
Kentucky DW Certification #: 90062
Kentucky WW Certification #: 90062
Louisiana DEQ Certification #: AI-03086*
Louisiana DW Certification #: MN00064
Maine Certification #: MN00064*
Maryland Certification #: 322
Michigan Certification #: 9909
Minnesota Certification #: 027-053-137*
Minnesota Dept of Ag Approval: via MN 027-053-137
Minnesota Petrofund Registration #: 1240*
Mississippi Certification #: MN00064
Missouri Certification #: 10100
Montana Certification #: CERT0092
Nebraska Certification #: NE-OS-18-06
Nevada Certification #: MN00064
New Hampshire Certification #: 2081*
New Jersey Certification #: MN002
New York Certification #: 11647*
North Carolina DW Certification #: 27700
North Carolina WW Certification #: 530
North Dakota Certification #: R-036
Ohio DW Certification #: 41244
Ohio VAP Certification (1700) #: CL101
Ohio VAP Certification (1800) #: CL110*
Oklahoma Certification #: 9507*
Oregon Primary Certification #: MN300001
Oregon Secondary Certification #: MN200001*
Pennsylvania Certification #: 68-00563*
Puerto Rico Certification #: MN00064
South Carolina Certification #:74003001
Tennessee Certification #: TN02818
Texas Certification #: T104704192*
Utah Certification #: MN00064*
Vermont Certification #: VT-027053137
Virginia Certification #: 460163*
Washington Certification #: C486*
West Virginia DEP Certification #: 382
West Virginia DW Certification #: 9952 C
Wisconsin Certification #: 999407970
Wyoming UST Certification #: via A2LA 2926.01
USDA Permit #: P330-19-00208
*Please Note: Applicable air certifications are denoted with an asterisk (*).

REPORT OF LABORATORY ANALYSIS

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4730 Oneota St.
Duluth, MN 55807
(218) 727-6380

SAMPLE SUMMARY

Project: 21583 16585 Budrow Ave
Pace Project No.: 10553213

Lab ID	Sample ID	Matrix	Date Collected	Date Received
10553213001	**GWG**	Solid	03/31/21 11:45	04/01/21 10:00
10553213002	**SBG**	Solid	03/31/21 14:35	04/01/21 10:00
10553213003	**EWP**	Solid	03/31/21 11:50	04/01/21 10:00
10553213004	**GTP**	Solid	03/31/21 12:30	04/01/21 10:00
10553213005	**TWP**	Solid	03/31/21 12:40	04/01/21 10:00
10553213006	**SAWP**	Solid	03/31/21 14:55	04/01/21 10:00
10553213007	**BERP**	Solid	03/31/21 15:00	04/01/21 10:00

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(218) 727-6380

SAMPLE ANALYTE COUNT

Project: 21583 16585 Budrow Ave
Pace Project No.: 10553213

Lab ID	Sample ID	Method	Analysts	Analytes Reported	Laboratory
10553213001	**GWG**	EPA 8082A	RAG	11	PASI-M
10553213002	**SBG**	EPA 8082A	RAG	11	PASI-M
10553213003	**EWP**	EPA 6020B	RJS	1	PASI-M
10553213004	**GTP**	EPA 6020B	RJS	1	PASI-M
10553213005	**TWP**	EPA 6020B	RJS	1	PASI-M
10553213006	**SAWP**	EPA 6020B	RJS	1	PASI-M
10553213007	**BERP**	EPA 6020B	RJS	1	PASI-M

PASI-M = Pace Analytical Services - Minneapolis

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Duluth, MN 55807
(218) 727-6380

ANALYTICAL RESULTS

Project: 21583 16585 Budrow Ave
Pace Project No.: 10553213

Sample: GWG **Lab ID: 10553213001** Collected: 03/31/21 11:45 Received: 04/01/21 10:00 Matrix: Solid

Results reported on a "wet-weight" basis

Parameters	Results	Units	Report Limit	DF	Prepared	Analyzed	CAS No.	Qual
8082A GCS PCB	Analytical Method: EPA 8082A Preparation Method: EPA 3546 Pace Analytical Services - Minneapolis							
PCB-1016 (Aroclor 1016)	ND	ug/kg	223	1	04/05/21 11:38	04/05/21 16:12	12674-11-2	
PCB-1221 (Aroclor 1221)	ND	ug/kg	223	1	04/05/21 11:38	04/05/21 16:12	11104-28-2	
PCB-1232 (Aroclor 1232)	ND	ug/kg	223	1	04/05/21 11:38	04/05/21 16:12	11141-16-5	
PCB-1242 (Aroclor 1242)	ND	ug/kg	223	1	04/05/21 11:38	04/05/21 16:12	53469-21-9	
PCB-1248 (Aroclor 1248)	ND	ug/kg	223	1	04/05/21 11:38	04/05/21 16:12	12672-29-6	
PCB-1254 (Aroclor 1254)	ND	ug/kg	223	1	04/05/21 11:38	04/05/21 16:12	11097-69-1	
PCB-1260 (Aroclor 1260)	ND	ug/kg	223	1	04/05/21 11:38	04/05/21 16:12	11096-82-5	
PCB-1262 (Aroclor 1262)	ND	ug/kg	223	1	04/05/21 11:38	04/05/21 16:12	37324-23-5	
PCB-1268 (Aroclor 1268)	ND	ug/kg	223	1	04/05/21 11:38	04/05/21 16:12	11100-14-4	
Surrogates								
Tetrachloro-m-xylene (S)	89	%.	59-125	1	04/05/21 11:38	04/05/21 16:12	877-09-8	P1
Decachlorobiphenyl (S)	97	%.	57-125	1	04/05/21 11:38	04/05/21 16:12	2051-24-3	

Sample: SBG **Lab ID: 10553213002** Collected: 03/31/21 14:35 Received: 04/01/21 10:00 Matrix: Solid

Results reported on a "wet-weight" basis

Parameters	Results	Units	Report Limit	DF	Prepared	Analyzed	CAS No.	Qual
8082A GCS PCB	Analytical Method: EPA 8082A Preparation Method: EPA 3546 Pace Analytical Services - Minneapolis							
PCB-1016 (Aroclor 1016)	ND	ug/kg	83.8	1	04/05/21 11:38	04/05/21 16:28	12674-11-2	
PCB-1221 (Aroclor 1221)	ND	ug/kg	83.8	1	04/05/21 11:38	04/05/21 16:28	11104-28-2	
PCB-1232 (Aroclor 1232)	ND	ug/kg	83.8	1	04/05/21 11:38	04/05/21 16:28	11141-16-5	
PCB-1242 (Aroclor 1242)	ND	ug/kg	83.8	1	04/05/21 11:38	04/05/21 16:28	53469-21-9	
PCB-1248 (Aroclor 1248)	ND	ug/kg	83.8	1	04/05/21 11:38	04/05/21 16:28	12672-29-6	
PCB-1254 (Aroclor 1254)	ND	ug/kg	83.8	1	04/05/21 11:38	04/05/21 16:28	11097-69-1	
PCB-1260 (Aroclor 1260)	ND	ug/kg	83.8	1	04/05/21 11:38	04/05/21 16:28	11096-82-5	
PCB-1262 (Aroclor 1262)	ND	ug/kg	83.8	1	04/05/21 11:38	04/05/21 16:28	37324-23-5	
PCB-1268 (Aroclor 1268)	ND	ug/kg	83.8	1	04/05/21 11:38	04/05/21 16:28	11100-14-4	
Surrogates								
Tetrachloro-m-xylene (S)	90	%.	59-125	1	04/05/21 11:38	04/05/21 16:28	877-09-8	
Decachlorobiphenyl (S)	94	%.	57-125	1	04/05/21 11:38	04/05/21 16:28	2051-24-3	

Sample: EWP **Lab ID: 10553213003** Collected: 03/31/21 11:50 Received: 04/01/21 10:00 Matrix: Solid

Results reported on a "wet-weight" basis

Parameters	Results	Units	Report Limit	DF	Prepared	Analyzed	CAS No.	Qual
6020B MET ICPMS	Analytical Method: EPA 6020B Preparation Method: EPA 3050B Pace Analytical Services - Minneapolis							
Lead	**277**	mg/kg	1.1	20	04/05/21 17:58	04/08/21 11:16	7439-92-1	

REPORT OF LABORATORY ANALYSIS

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Duluth, MN 55807
(218) 727-6380

ANALYTICAL RESULTS

Project: 21583 16585 Budrow Ave
Pace Project No.: 10553213

Sample: GTP **Lab ID: 10553213004** Collected: 03/31/21 12:30 Received: 04/01/21 10:00 Matrix: Solid

Results reported on a "wet-weight" basis

Parameters	Results	Units	Report Limit	DF	Prepared	Analyzed	CAS No.	Qual
6020B MET ICPMS	Analytical Method: EPA 6020B Preparation Method: EPA 3050B Pace Analytical Services - Minneapolis							
Lead	**19200**	mg/kg	10.0	200	04/05/21 17:58	04/08/21 11:19	7439-92-1	

Sample: TWP **Lab ID: 10553213005** Collected: 03/31/21 12:40 Received: 04/01/21 10:00 Matrix: Solid

Results reported on a "wet-weight" basis

Parameters	Results	Units	Report Limit	DF	Prepared	Analyzed	CAS No.	Qual
6020B MET ICPMS	Analytical Method: EPA 6020B Preparation Method: EPA 3050B Pace Analytical Services - Minneapolis							
Lead	**25.2**	mg/kg	1.1	20	04/05/21 17:58	04/08/21 11:22	7439-92-1	

Sample: SAWP **Lab ID: 10553213006** Collected: 03/31/21 14:55 Received: 04/01/21 10:00 Matrix: Solid

Results reported on a "wet-weight" basis

Parameters	Results	Units	Report Limit	DF	Prepared	Analyzed	CAS No.	Qual
6020B MET ICPMS	Analytical Method: EPA 6020B Preparation Method: EPA 3050B Pace Analytical Services - Minneapolis							
Lead	**13.8**	mg/kg	1.2	20	04/05/21 17:58	04/08/21 11:25	7439-92-1	

Sample: BERP **Lab ID: 10553213007** Collected: 03/31/21 15:00 Received: 04/01/21 10:00 Matrix: Solid

Results reported on a "wet-weight" basis

Parameters	Results	Units	Report Limit	DF	Prepared	Analyzed	CAS No.	Qual
6020B MET ICPMS	Analytical Method: EPA 6020B Preparation Method: EPA 3050B Pace Analytical Services - Minneapolis							
Lead	**258**	mg/kg	1.0	20	04/05/21 17:58	04/08/21 11:29	7439-92-1	

REPORT OF LABORATORY ANALYSIS

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Duluth, MN 55807
(218) 727-6380

QUALITY CONTROL DATA

Project: 21583 16585 Budrow Ave
Pace Project No.: 10553213

QC Batch: 733029
QC Batch Method: EPA 3050B
Analysis Method: EPA 6020B
Analysis Description: 6020B Solids UPD5
Laboratory: Pace Analytical Services - Minneapolis
Associated Lab Samples: 10553213003, 10553213004, 10553213005, 10553213006, 10553213007

METHOD BLANK: 3907702 Matrix: Solid
Associated Lab Samples: 10553213003, 10553213004, 10553213005, 10553213006, 10553213007

Parameter	Units	Blank Result	Reporting Limit	Analyzed	Qualifiers
Lead	mg/kg	ND	0.19	04/08/21 10:38	

LABORATORY CONTROL SAMPLE: 3907703

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Lead	mg/kg	47.2	49.2	104	80-120	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 3907704 3907705

Parameter	Units	10552718001 Result	MS Spike Conc.	MSD Spike Conc.	MS Result	MSD Result	MS % Rec	MSD % Rec	% Rec Limits	RPD	Max RPD	Qual
Lead	mg/kg	4.3	48.7	50.2	56.7	67.5	108	126	75-125	17	20	M1

Results presented on this page are in the units indicated by the "Units" column except where an alternate unit is presented to the right of the result.

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Duluth, MN 55807
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QUALITY CONTROL DATA

Project: 21583 16585 Budrow Ave
Pace Project No.: 10553213

QC Batch: 733023
QC Batch Method: EPA 3546
Analysis Method: EPA 8082A
Analysis Description: 8082A GCS PCB
Laboratory: Pace Analytical Services - Minneapolis
Associated Lab Samples: 10553213001, 10553213002

METHOD BLANK: 3907639 Matrix: Solid
Associated Lab Samples: 10553213001, 10553213002

Parameter	Units	Blank Result	Reporting Limit	Analyzed	Qualifiers
PCB-1016 (Aroclor 1016)	ug/kg	ND	50.0	04/05/21 15:40	
PCB-1221 (Aroclor 1221)	ug/kg	ND	50.0	04/05/21 15:40	
PCB-1232 (Aroclor 1232)	ug/kg	ND	50.0	04/05/21 15:40	
PCB-1242 (Aroclor 1242)	ug/kg	ND	50.0	04/05/21 15:40	
PCB-1248 (Aroclor 1248)	ug/kg	ND	50.0	04/05/21 15:40	
PCB-1254 (Aroclor 1254)	ug/kg	ND	50.0	04/05/21 15:40	
PCB-1260 (Aroclor 1260)	ug/kg	ND	50.0	04/05/21 15:40	
PCB-1262 (Aroclor 1262)	ug/kg	ND	50.0	04/05/21 15:40	
PCB-1268 (Aroclor 1268)	ug/kg	ND	50.0	04/05/21 15:40	
Decachlorobiphenyl (S)	%.	94	57-125	04/05/21 15:40	
Tetrachloro-m-xylene (S)	%.	86	59-125	04/05/21 15:40	

LABORATORY CONTROL SAMPLE & LCSD: 3907640 3907641

Parameter	Units	Spike Conc.	LCS Result	LCSD Result	LCS % Rec	LCSD % Rec	% Rec Limits	RPD	Max RPD	Qualifiers
PCB-1016 (Aroclor 1016)	ug/kg	1000	770	885	77	88	68-125	14	20	
PCB-1260 (Aroclor 1260)	ug/kg	1000	874	976	87	98	68-125	11	20	
Decachlorobiphenyl (S)	%.				96	102	57-125			
Tetrachloro-m-xylene (S)	%.				79	90	59-125			

Results presented on this page are in the units indicated by the "Units" column except where an alternate unit is presented to the right of the result.

REPORT OF LABORATORY ANALYSIS

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4730 Oneota St.
Duluth, MN 55807
(218) 727-6380

QUALIFIERS

Project: 21583 16585 Budrow Ave
Pace Project No.: 10553213

DEFINITIONS

DF - Dilution Factor, if reported, represents the factor applied to the reported data due to dilution of the sample aliquot.

ND - Not Detected at or above adjusted reporting limit.

TNTC - Too Numerous To Count

J - Estimated concentration above the adjusted method detection limit and below the adjusted reporting limit.

MDL - Adjusted Method Detection Limit.

PQL - Practical Quantitation Limit.

RL - Reporting Limit - The lowest concentration value that meets project requirements for quantitative data with known precision and bias for a specific analyte in a specific matrix.

S - Surrogate

1,2-Diphenylhydrazine decomposes to and cannot be separated from Azobenzene using Method 8270. The result for each analyte is a combined concentration.

Consistent with EPA guidelines, unrounded data are displayed and have been used to calculate % recovery and RPD values.

LCS(D) - Laboratory Control Sample (Duplicate)

MS(D) - Matrix Spike (Duplicate)

DUP - Sample Duplicate

RPD - Relative Percent Difference

NC - Not Calculable.

SG - Silica Gel - Clean-Up

U - Indicates the compound was analyzed for, but not detected.

N-Nitrosodiphenylamine decomposes and cannot be separated from Diphenylamine using Method 8270. The result reported for each analyte is a combined concentration.

Pace Analytical is TNI accredited. Contact your Pace PM for the current list of accredited analytes.

TNI - The NELAC Institute.

BATCH QUALIFIERS

Batch: 733226

[M5] A matrix spike/matrix spike duplicate was not performed for this batch due to insufficient sample volume.

ANALYTE QUALIFIERS

M1 Matrix spike recovery exceeded QC limits. Batch accepted based on laboratory control sample (LCS) recovery.

P1 Routine initial sample volume or weight was not used for extraction, resulting in elevated reporting limits.

REPORT OF LABORATORY ANALYSIS

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Duluth, MN 55807
(218) 727-6380

QUALITY CONTROL DATA CROSS REFERENCE TABLE

Project: 21583 16585 Budrow Ave
Pace Project No.: 10553213

Lab ID	Sample ID	QC Batch Method	QC Batch	Analytical Method	Analytical Batch
10553213001	**GWG**	EPA 3546	733023	EPA 8082A	733226
10553213002	**SBG**	EPA 3546	733023	EPA 8082A	733226
10553213003	**EWP**	EPA 3050B	733029	EPA 6020B	733166
10553213004	**GTP**	EPA 3050B	733029	EPA 6020B	733166
10553213005	**TWP**	EPA 3050B	733029	EPA 6020B	733166
10553213006	**SAWP**	EPA 3050B	733029	EPA 6020B	733166
10553213007	**BERP**	EPA 3050B	733029	EPA 6020B	733166

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WO#: 10553213

PM: NMJ Due Date: 04/08/21

CLIENT: DU-NTS-SCOTT

Environmental Science & Engineering

526 CHESTNUT STREET

VIRGINIA, MINNESOTA 55792

218-741-4290 * FAX 218-741-4291

Chain of Custody Record

Page: 1 of 1

COC#:

CLIENT NAME, ADDRESS, PHONE#:	REPORT TO:
NTS	Scott Seeley, 218.742.1028
SAMPLER: Ian Strasburg	PERMIT REQ.: NO
PROJECT: 16585 Budrow Ave., Pengilly, MN	MONTH: March-21
PROJ. NO: 21583	COLLECTION:

LOG-IN	SAMPLE #	DESCRIPTION	DATE	TIME	MATRIX LIQ	MATRIX SOL	Filtered	Plastic Zip Lock Bags	TYPE & # CONTAINERS				Comments: / ANALYSIS:
									Field	Field	Field	Field	
	GWG	Grey Window Glazing	03/31/21	11:45		X		X					Pcb's
	SBG	Storage Building Glazing	03/31/21	14:35		X		X					Pcb's
	EWP	Exterior White Paint	03/31/21	11:50		X		X					Pb
	GTP	Green Trailer Paint	03/31/21	12:30		X		X					Pb
	TWP	Trailer White Paint	03/31/21	12:40		X		X					Pb
	SAWP	South Addition White Paint	03/31/21	14:55		X		X					Pb
	BERP	Blue East Room Paint	03/31/21	15:00		X		X					Pb

Comments: 5 DAY TAT

RELINQUISHED BY: [signature] DATE: 04/01/21 TIME: ~~1015~~ 0915

RECEIVED BY: [signature] DATE: 4-1-21 TIME: ~~1015~~ 0915

RELINQUISHED BY: [signature] DATE: 4-1-21 TIME: 1000

RECEIVED BY: DATE: TIME:

RECEIVED FOR LAB BY: B Mathews

DATE: 4/1/21 TIME: 1000

TEMP AT ARRIVAL: NA °C Ambient

REPORT DATE: 1 Week

Pace Analytical®	Document Name: Sample Condition Upon Receipt Form	Document Revised: 25Feb2020 Page 1 of 1
	Document No.: F-VM-C-001-rev.14	Issuing Authority: Pace Virginia Minnesota Quality Office

Sample Condition Upon Receipt

Client Name: NTS

Project #: WO# : 10553213

10553213

Courier: ☐ Fed Ex ☐ UPS ☐ USPS ☑ Client ☐ Commercial ☐ Pace ☐ Other: _____

Tracking Number: _____

Custody Seal on Cooler/Box Present? ☐ Yes ☑ No **Seals Intact?** ☐ Yes ☐ No **Optional:** Proj. Due Date: Proj. Name:

Packing Material: ☐ Bubble Wrap ☐ Bubble Bags ☑ None ☐ Other: _____ **Temp Blank?** ☐ Yes ☑ No

Thermometer Used: ☐ 140792808 **Type of Ice:** ☐ Wet ☐ Blue ☑ None ☐ Samples on ice, cooling process has begun

Cooler Temp Read °C: _____ **Cooler Temp Corrected °C:** AMB **Biological Tissue Frozen?** ☐ Yes ☐ No ☑ NA

Temp should be above freezing to 6 °C Correction Factor: _____ **Date and Initials of Person Examining Contents:** BM 4/1/21

				Comments:
Chain of Custody Present?	☑ Yes	☐ No	☐ N/A	1.
Chain of Custody Filled Out?	☑ Yes	☐ No	☐ N/A	2.
Chain of Custody Relinquished?	☑ Yes	☐ No	☐ N/A	3.
Sampler Name and Signature on COC?	☑ Yes	☐ No	☐ N/A	4.
Samples Arrived within Hold Time?	☑ Yes	☐ No	☐ N/A	5. If Fecal: ☐ <8 hours ☐ >8, <24 hours ☐ >24 hours
Short Hold Time Analysis (<72 hr)?	☐ Yes	☑ No	☐ N/A	6.
Rush Turn Around Time Requested?	☑ Yes	☐ No	☐ N/A	7. 5-Day
Sufficient Volume?	☑ Yes	☐ No	☐ N/A	8.
Correct Containers Used?	☑ Yes	☐ No	☐ N/A	9.
-Pace Containers Used?	☑ Yes	☐ No	☐ N/A	
Containers Intact?	☑ Yes	☐ No	☐ N/A	10.
Filtered Volume Received for Dissolved Tests?	☐ Yes	☐ No	☑ N/A	11. Note if sediment is visible in the dissolved containers.
Sample Labels Match COC?	☑ Yes	☐ No	☐ N/A	12.
-Includes Date/Time/ID/Analysis Matrix: SL				
All containers needing acid/base preservation properly preserved?	☐ Yes	☐ No	☑ N/A	13. Note samples needing adjustment:
Headspace in Methyl Mercury Container	☐ Yes	☐ No	☑ N/A	14.
Headspace in VOA Vials (>6mm)?	☐ Yes	☐ No	☑ N/A	15.
Trip Blank Present?	☐ Yes	☐ No	☑ N/A	16.
Trip Blank Custody Seals Present?	☐ Yes	☐ No	☑ N/A	
Pace Trip Blank Lot # (if purchased): _____				

CLIENT NOTIFICATION/RESOLUTION **Field Data Required?** ☐ Yes ☐ No

Person Contacted: _____ Date/Time: _____

Comments/Resolution: _____

SEE EXCEPTION FORM Y N

FECAL WAIVER ON FILE Y N TEMPERATURE WAIVER ON FILE Y N

Project Manager Review: Nikki Jarvis **Date:** 4/1/21

Note: Whenever there is a discrepancy affecting North Carolina compliance samples, a copy of this form will be sent to the North Carolina DEHNR Certification Office (i.e out of hold, incorrect preservative, out of temp, incorrect containers)

Minnesota Pollution Control Agency
520 Lafayette Road North
St. Paul, MN 55155-4194

Pre-Renovation/Demolition Environmental Checklist

Asbestos Program

Doc Type: Compliance/Enforcement Correspondence

Minn. R. 7035.0805 requires that you remove the items below before starting a renovation or demolition project, and then manage and recycle or dispose of them correctly. This checklist is provided to help you manage the project and does not need to be submitted to the Minnesota Pollution Control Agency unless requested.

Project Information

Structure owner

Name: Itasca County Land Department
Address: 1177 LaPrairie Avenue
City, State, Zip: Grand Rapids, MN 55744
Contact name: Michael Gibbons
Phone number: 218-327-7357

Demolition contractor

Name:
Address:
City, State, Zip:
Contact name:
Phone number:

Structure information

Building name: Residential Dwelling & Outbuildings
Address/Location: 16585 Budrow Avenue
City, State, Zip: Pengilly, MN 55744
Age of bldg (yrs): 90 +/- Size of bldg (sq ft): 792 +/-, 270 +/-, 252 +/-, 1224 +/-
Present use of bldg: Vacant Residential Dwelling & Outbuildings

Prior use of bldg: Residential

Dates of renovation, demolition, or fire training burn:

Start date: _____ *(mm/dd/yy)* End date: _____ *(mm/dd/yy)*

Mercury	Qty
Batteries	
Smoke detectors:	
Emergency lighting systems:	
Elevator control panels:	
Exit signs:	
Security systems and alarms:	
Lighting	
Fluorescent lights:	4
High intensity discharge	
Metal halide:	
High pressure sodium:	
Mercury vapor:	
Neon:	
Switches for lighting using mercury relays *(look for any control associated with exterior or automated lighting systems):*	
"Silent" wall switches:	
Heating, ventilating, and air conditioning systems	
Thermostats:	
Aquastats:	
Pressurestats:	
Firestats:	
Manometers:	
Thermometers:	
Boilers, furnaces, heaters, and tanks	
Mercury flame sensors by pilot lights:	
Manometers, thermometers, gauges:	
Pressure-trol:	
Float or level controls:	
Space heater controls:	
Electrical systems	
Load meters & supply relays:	
Phase splitters:	
Micro relays:	
Mercury displacement relays:	

Asbestos	Qty
Boiler rooms	
Boilers, furnaces, fireplaces, and their components:	
Cement sheets near heating equipment:	
Boiler insulation:	
HVAC duct insulation:	
Ductwork flexible fabric connections:	
Fireproofing materials:	
Fire doors:	
Flooring:	
Vinyl floor tile:	
Vinyl sheet flooring:	60 SF
Asphalt tile:	324 SF
Linoleum paper backing:	
Mastic/glue (floor tile, carpet, etc.)	
Electrical	
Electrical panels:	
Electrical wiring insulation:	
Heating and electrical ducts/conduit:	
Pipe and other insulation	
Aircell (corrugated cardboard):	
Millboard:	
Preform:	
Joint compound:	

Asbestos (continued)	Qty
Spray applied insulation:	
Blown-in insulation:	
Block:	
Surfacing materials	
Acoustical plaster:	
Decorative plaster:	
Textured paints & coatings:	
Spray-applied materials (acoustical, decorative, or insulative):	
Roofing	
Roofing shingles:	Tar- 250 SF
Roofing felt:	
Base flashing:	
Cement materials (Transite)	
Cement pipes (flues & vents):	
Cement wallboard:	
Cement siding:	15 LF
Pegboard:	
Ceiling materials	
Ceiling titles:	
Ceiling tile adhesives (pucks):	
Lay-in ceiling panels:	
Acoustical tiles:	
Miscellaneous	
Taping, joint, and spackling compound:	
Caulking/putties:	
Fire curtains and blankets:	
Laboratory hoods, table tops, gloves, etc.:	
Gaskets:	

	Qty
ChloroFluoroCarbons	
Fire extinguishers (both portable and installed halon suppression systems):	1
Air conditioners (rooftop, room, and central):	
Walk in coolers (refrigeration or cold storage areas):	
Water fountains and dehumidifiers:	
Refrigerators/freezers/chillers:	3
Heat pumps:	
Vending machines/food display cases:	
Poly-Chlorinated BiPhenyls (PCBs)	
Transformers:	
Transistors:	
Capacitors:	
Heat transfer equipment:	
Light ballasts:	
Lead	
Lead-based paint (woodwork, metal equipment, interior/ exterior uses):	468 sq ft

	Qty
Lead-acid batteries (lighting, exit signs, security systems):	
Lead flashing molds and roof vents:	
Lead pipes and solder:	
Lead-lined X-ray rooms:	
Other	
Solid waste (all non-building components such as unattached carpet, files, books, trash, desks, chairs, etc.) must be removed prior to demolition:	75 CY +/-
Hazardous waste (including household) must be properly handled and disposed of prior to demolition:	20 CY +/-
Oil (used oil, hydraulic oils in door closers, elevator shafts, etc.) must be collected and properly disposed of prior to demolition:	< 1 CY
Tanks (no evidence of former heating tanks or storage tanks exist):	300 gallon
Appliances must be recycled by an appliance recycler:	10
Electronics:	10

If you have questions or comments about this checklist, identify any additional items not found in this list, or would like to discuss an individual project, contact the Minnesota Pollution Control Agency at 651-296-6300 or 1-800-657-3864.

Affiliation with project: Certified Asbestos Inspector Title: Asbestos Inspector

Printed name: Ian R. Strasburg Date: 03-31-2021

Important Note:

This guidance document is not intended as a substitute for reading Minnesota Rules and Statutes and making your own independent determination of their applicability to your renovation/demolition project. Examples in this guidance document do not represent an exhaustive listing of type of materials that may be required to be removed from a building prior to renovation/demolition.

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

Tuesday, August 17, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1732

DEPARTMENT: Land Department
PRESENTER: Cindy Shevich

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
2021 Itasca County Tax-Forfeited and Direct County Land Sale

BOARD ACTION REQUESTED:
Adopt the Resolution RE: Authorizing and Fixing the Terms of Sale for the 2021 Tax-Forfeited and Direct County land sale on Friday, October 22, 2021 at 10:00 A.M. in the Boardroom of the Itasca County Courthouse.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. NOTICE AND TERMS for RBA 2021 Fall Land Auction
2. NOTICE AND TERMS for RBA 2021 Fall Land Auction UPDATED

08/17/2021

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 08/24/2021 2:30 PM**

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, August 17, 2021

RESOLUTION

RE: AUTHORIZING AND FIXING THE TERMS OF SALE

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

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

NOW THEREFORE BE IT RESOLVED, that the Notice of Tax-Forfeited Land And Direct County Land Sale be given by publication in the official newspaper of the County as provided by law, that the County Auditor of Itasca County offer such parcels of land for sale in the order in which they appear in said Notice of Sale and that such sale shall commence at 10:00 A.M. on October 22, 2021 in the Itasca County Board Room, Itasca County Courthouse, Grand Rapids, MN.

NOTICE OF ITASCA COUNTY TAX-FORFEITED AND DIRECT COUNTY LAND SALE
ITASCA COUNTY BOARDROOM - OCTOBER 22, 2021, 10:00 A.M.

NOTICE IS HEREBY GIVEN, for sale to the highest bidder at the COUNTY BOARDROOM in the COUNTY COURTHOUSE, CITY OF GRAND RAPIDS, COUNTY OF ITASCA, MINNESOTA, the following described parcels of land forfeited to the State of MN for nonpayment of taxes, which have been classified and appraised as provided by law, and direct county lands. Said sale will be governed as to terms by resolution of the County Board authorizing the same and shall commence at **10:00 A.M. on OCTOBER 22, 2021**.

-Bidding on Tracts 1-11 will begin at 10:00 A.M., with registration from 9:30 AM to 10:00 AM.

-Bidding on Tracts 12-27 will begin at 11:00 A.M., with registration from 10:30 AM-11:00 AM.

-Please come at the time appropriate for the tracts you intend to bid on.

KORY CEASE, Itasca Co. Land Commissioner JEFF WALKER, Itasca Co. Auditor/Treasurer

Any CDC, MDH and Itasca County COVID-19 safety guidelines set forth at the time of the auction will be followed. MDH screening checklist will be followed: *If you have had any of the following symptoms that you cannot attribute to another health condition, to-wit: Fever or feeling feverish, chills, a cough, shortness of breath, a sore throat, muscle aches, headache, loss of smell or taste,* ***please do not attend.*** In an effort to limit attendance as recommended by CDC guidelines, **if you do not intend to bid, please do not attend**. The auction results will be posted on the county's real estate website.

RESOLUTION OF COUNTY BOARD AUTHORIZING AND FIXING THE TERMS OF SALE

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

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

THEREFORE, BE IT RESOLVED, that the Notice Of Tax-Forfeited Land and Direct County Land Sale be given by publication in the official newspaper of the County as provided by law, that the County Auditor of Itasca County offer such parcels of land for sale in the order in which they appear in said Notice of Sale and that such sale shall commence at 10:00 A.M. on OCTOBER 22, 2021 in the Itasca County Board Room, County Courthouse, Grand Rapids, MN.

TERMS OF SALE

The County Board is by law designated to provide terms for the sale of such land and such parcels shall be sold on the following terms, to wit: Tracts will be sold by oral auction to the highest bidder at not less than the appraised tract value listed. Bidding shall be by ORAL BID ONLY. All bid raises shall be made on a dollar basis for the total appraised value of the tract, and in no case will less than $5.00 bid raises be considered.

The appraised value of timber products listed and 15% of the appraised value of the land and 15% of the appraised value of building or improvement must be paid on the day of the land sale, except that for parcels under $501, the full amount of the parcel is due on the day of the sale. Any remaining balance must be paid within 30 days. No timber or earthen materials shall be removed, cut or damaged until the entire purchase price for the parcel is paid in full.

All bidders must register at the times stated above on OCTOBER 22, 2021, before the beginning of the land sale, register with County sale staff and receive a number for bidding purposes. Registration will require picture identification acceptable to the County. No bidder can act in any capacity on behalf of a non-eligible bidder for the purpose of purchasing tax-forfeited or direct county land from Itasca County.

The land and improvements are being sold AS IS and the County makes no warranties as to the condition of any buildings, wells, septic systems, soils, roads, or any other thing on the tract. The tract is being sold with the understanding that the buyer and seller agree to waive disclosures required under Minnesota Statutes Chapters 513.52 to 513.60, and 103I.235

and any associated liabilities. No representation is made as to the condition of the structure, its fixtures or contents, or their suitability for any particular use.

As required by Laws of Minnesota 1969, Chapter 373, Subd. 6., there will be added to the sale price of any tax-forfeited land, an amount equal to three percent (3%) of the total price, said additional amount to be deposited to the State Treasury and credited to the tax-forfeited land assurance account.

All parcels of land sold hereunder shall be subject to zoning ordinances, existing easements, existing railway and highway easements, power and pipeline easements and leases, if any.

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

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

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

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

All land not sold at the auction may be purchased at any time thereafter at not less than the appraised price to the first party that submits signed purchase agreement and payment per these terms of sale, or to the highest bidder or by sealed bid in the case of two or more simultaneously interested parties, until such time as the County Board or Land Commissioner may order a reappraisal, or withdraw said lands from sale.

Pursuant to Minn. Stat. 282.014, a $25.00 fee will be charged to purchasers of tax-forfeited land for issuance of the state tax deed. Purchasers of direct county land must pay a $25.00 deed issuance fee and will receive a Quit Claim Deed from Itasca County.

Pursuant to Minn. Stat. 282.12, the State of Minnesota shall reserve all tax-forfeited minerals and mineral rights, and water-power rights on tax-forfeited lands. Pursuant to the terms of Minn. Stat. 373.01, all mineral rights shall be reserved on direct county lands, together with the right to explore for, mine, and remove minerals thereon.

Minnesota Statute 282.014 requires that all State tax deeds be recorded with the County Recorder prior to issuing the deed to the purchaser. The purchaser must pay the $46.00 recording fee. In the event of Torrens Property there may be additional recording fees.

A deed tax of $1.65 for the first $3,000.00 of the purchase price plus $1.65 for each additional $500.00 or fraction thereof shall be paid by the purchaser to the County Auditor/Treasurer.

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

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

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

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

Itasca County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment and the provision of services. Prospective bidders who require special accommodations to participate in this sale should inform the Real Estate Office as soon as possible and more than three working days before the sale. You may write to the return address shown on this notice or call telephone no. 218-327-2855 or TDD no. 218-327-2806 or 218-327-2847.
Questions regarding the sale should be directed to Itasca County Land Department, Real Estate Office, 1177 LaPrairie Avenue, Grand Rapids, MN 55744 (telephone 218-327-2855). Land sale list is also available on-line at www.co.itasca.mn.us.

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ITASCA COUNTY TAX-FORFEITED 2021 PROPERTY AUCTION

TRACT	ACRES	PID	LOCATION	SEC	TWP	RGE	DESCRIPTION	IMPROVEMENT VALUE	LAND VALUE	TIMBER VALUE	SPECIAL ASSESS.	APPRAISED VALUE
UNPLATTED												
1	32.72	^10-013-2210	11581 State Hwy 1, Cook	13	62	22	Northwest Quarter of the Northwest Quarter (NW of NW) less West 400 feet of the South 218 feet and less part of the Northwest Quarter of the Northwest Quarter (NW of NW), Section Thirteen (13), Township Sixty-two (62) North of Range Twenty-two (22), West of the Fourth Principal Meridian, described as follows: assuming that the West line of the NW1/4 of the NW1/4 to run due North and South and the South line of said Quarter Quarter to run due East and West and beginning at the Southwest corner of said Quarter Quarter; thence North along the West line of said Quarter Quarter a distance of 468 feet to a point; thence South 70 degrees East, a distance of 730.95 feet to a point; thence East parallel to the South line of said Quarter Quarter, a distance of 318.36 feet to a point; thence South parallel to the West line of said Quarter Quarter, a distance of 218 feet more or less to the South line of said Quarter Quarter; thence West along the South line of said Quarter Quarter, a distance of 1005.23 feet to a point of beginning. Less the West 400 feet of the South 218 feet thereof.	**-$15,000.00**	**$38,200.00**	**$1,100.00**		**$24,300.00**
2	2.42	* 30-019-2303 *S*	36719 State Hwy 65, Nashwauk	19	57	22	That part of Government Lot Two (2), Section Nineteen (19), Township Fifty-seven (57) North, Range Twenty-two (22) West of the Fourth Principal Meridian, described as follows: Assuming the South line of said Government Lot 2 to be due East and West, commencing at the Southwest corner of said Government Lot 2; thence East along the South line of said Government Lot 2 a distance of 919.60 feet; thence North parallel to the East line of said Government Lot 2 a distance of 543.60 feet to the point of beginning; thence South parallel to the East line of said Government Lot 2 a distance of 543.60 feet to the South line of said Government Lot 2; thence East along the South line of said Government Lot 2 a distance of 208.00 feet; thence North parallel to the East line of said Government Lot 2 a distance of 466.19 feet; thence in a Northwesterly direction along the South right of way of State of Minnesota Highway Number 65 for a distance of 222 feet, more or less, to the point of beginning.	**$0.00**	**$12,300.00**	**$1,200.00**		**$13,500.00**
3	1.2	34-012-4103	Sago Twp	12	53	23	Revised Description 1 of Northeast Quarter of the Southeast Quarter (NE SE), Section Twelve (12), Township Fifty-three (53), Range Twenty-three (23) SEE EXHIBIT A FOR COMPLETE DESCRIPTION	**$0.00**	**$1,000.00**	**$200.00**		**$1,200.00**
4	10	*41-026-2102	35677 North Star Lane, Grand Rapids	26	57	25	South Six Hundred Sixty feet (S. 660') of the East Six Hundred Sixty feet (E. 660') of Lot Two (2), Section Twenty-six (26), Township Fifty-seven (57), Range Twenty-five (25), West of the Fourth Principal Meridian.	**$9,800.00**	**$26,400.00**	**$3,600.00**		**$39,800.00**
5	4.02	43-023-2101	Wirt Twp	23	149	26	South Four Hundred Feet (S. 400') of the North Nine Hundred Twenty-five Feet (N. 925') of the East Four Hundred Thirty-five and Sixty Hundredths Feet (E. 435.60') of Northeast Quarter of the Northwest Quarter (NE of NW), Section Twenty-three (23), Township One Hundred Forty-nine (149), Range Twenty-six (26)	**$0.00**	**$6,600.00**	**$2,400.00**		**$9,000.00**

TRACT	ACRES	PID	LOCATION	SEC	TWP	RGE	DESCRIPTION	IMPROVEMENT VALUE	LAND VALUE	TIMBER VALUE	SPECIAL ASSESS.	APPRAISED VALUE
6	2.02	* 49-023-1106	59-22 unorganized	23	59	22	West Sixty-six Feet (W. 66') of the East One Hundred Thirty-two Feet (E. 132') of Northeast Quarter of Northeast Quarter (NE of NE), Section Twenty-three (23), Township Fifty-nine (59, Range Twenty-two (22)	**$0.00**	**$570.00**	**$930.00**		**$1,500.00**
	2.02	* 49-023-1108	59-22 unorganized	23	59	22	East Sixty-six Feet (E. 66') of the Northeast Quarter of the Northeast Quarter (NE of NE), Section Twenty-three (23), Township Fifty-nine (59), Range Twenty-two (22)					
7	0.78	^^ 85-027-3321 *S*	301 Rajala Mill Road, Bigfork	27	61	26	North One Hundred Feet (N. 100') of the West Three Hundred Forty Feet (W. 340') of the Southwest Quarter of the Southwest Quarter (SW of SW), which lies South of the Right of Way, Section Twenty-seven (27), Township Sixty-one (61), Range Twenty-six (26)	**$3,130.00**	**$4,500.00**	**$0.00**	**-$6,130.00**	**$1,500.00**
8	1.76	* 97-003-2301	33547 Munson Road, Bovey	3	56	24	A tract of land situated in the Southwest Quarter of the Northwest Quarter (SW of NW), Section Three (3), Township Fifty-six (56) North, Range Twenty-four (24), West of the Fourth Principal Meridian, more particularly described as follows: Commencing at the Southwest corner of the NW1/4 of Section 3; thence due North (assuming the West line of Section 3 to be due North and South) a distance of 165 feet to the point of beginning; thence due East a distance of 27 feet to the Southwest corner of Lot 6; thence due East a distance of 45 feet to the Southeast corner of Lot 6; thence North 44 degrees 46 minutes East a distance of 460 feet more or less to the South boundary of the Old Scenic Highway which point is the Northeast corner of Lot 6; thence North and West along the South boundary of the Old Scenic Highway a distance of 215 feet more or less to the Northwest corner of Lot 6; thence South 26 degrees 07 minutes West a distance of 550 feet more or less back to the Southwest corner of Lot 6; thence due West a distance of 27 feet back to the point of beginning.	$ **(9,000.00)**	$ **8,500.00**	$ **1,000.00**		$ **500.00**

^Subject to driveway agreement with adjacent landowner.
^^Possible building encroachment onto adjoining parcel.
*S*Special Assessments to be reinstated upon sale of property.
*Subject to a highway right-of-way reservation.

NOTE: Special Assessment totals are only approximate
Exact total of Special Assessment must be verified with municipality

PLATTED

TRACT	ACRES	PID	LOCATION	SEC	TWP	RGE	DESCRIPTION	IMPROVEMENT VALUE	LAND VALUE	TIMBER VALUE		APPRAISED VALUE
9	2.37	18-420-0180	16585 Budrow Avenue, Pengilly	13	56	23	Lots Eighteen (18), Nineteen (19) & those parts of Lots Twenty-four (24) and Lot Twenty-five (25) that lie northerly of the northerly right of way of the Great Northern Railway Spur to the Range Sand Lime Brick Company, CARPENTER-HILL-WAHLSTROM SUBDIVISION	$ -	$ 11,900.00	$ 100.00		$ 12,000.00
10	1	*** ^^^ 74-410-0130	51382 US Hwy 2, Deer River	2	144	26	Lot Five (5), Block A AUDITOR'S SUBDIVISION NUMBER 23	$ (2,000.00)	$ 3,000.00	$ -	$ -	$ 1,000.00
11	0.6	* 74-410-0155	144-26 unorganized	2	144	26	All that part of Lot Ten (10) & that part of vacated TH 8 lying North and adjacent to said Lot 10 except that part being East of a line 196 feet East of the Center line of CSAR 137, Block A, Auditor's Subd #23	$ -	$ 2,100.00	$ 100.00		$ 2,200.00
	0.8	* 74-410-0160	144-26 unorganized	2	144	26	All that part of Lot Ten (10), Block A AUDITOR'S SUBDIVISION NUMBER 23, and that part of vacated trunk highway #8, lying North and adjacent to said Lot Ten (10), lying and being East of a line marked by two iron pipes, One Hundred Ninety-six (196') feet East of the center line of County Aid Road #137. LESS ROW ALONG RD					
12	0.15	87-410-0215	112 Corey Street, Calumet	21	56	23	Lots Six (6) and Seven (7), Block Two (2) CALUMET	$ -	$ 1,400.00	$ -	$ -	$ 1,400.00
13	0.43	87-410-0330	106 Third Ave., Calumet	21	56	23	Lots Twenty-two (22) thru Twenty-seven (27), Block Three (3) CALUMET	$ -	$ 4,200.00	$ -	$ -	$ 4,200.00
14	0.14	87-410-0705	337 Third Avenue, Calumet	21	56	23	Lots One (1) and Two (2), Block Five (5), Calumet	$ 29,000.00	$ 1,400.00	$ -		$ 30,400.00
15	0.18	87-410-1380 *S*	632 Sixth Avenue, Calumet	21	56	23	East One Half of Lot Twenty-five (25), and all of Lots Twenty-six (26) and Twenty-seven (27), Block Thirteen (13), Calumet	$ 15,228.00	$ 1,700.00	$ -	$ (1,928.00)	$ 15,000.00
16	0.2	89-430-0161/89-480-1720	312 SE Second Street, Deer River	36	145	25	East One Hundred Twenty feet (E. 120') of Lots Thirteen (13) and Fourteen (14), Block Seventeen (17) ITASCA CITY *Subject To Roadway Easement to the City of Deer River	$ -	$ 500.00	$ -		$ 500.00
17	0.24	91-425-0230 *S*	604 NE 9th Ave, Grand Rapids	21	55	25	Lots Thirteen (13) thru Fifteen (15), Block Two (2), Third Division of Grand Rapids	$ -	$ 16,000.00	$ -	$(29,221.00)	$ 500.00
18	0.9	91-502-0150 *S*	Grand Rapids City	33	55	25	Lot Ten (10), Block One (1), DON-AL ADDITION	$ -	$ 16,000.00	$ 400.00	$ (860.00)	$ 15,540.00
19	0.19	91-555-0720 *S*	821 NW 8th Ave., Grand Rapids	17	55	25	All of Lot Four (4) and the North Fourteen feet (N. 14') of Lot Five (5), Block Seven (7), Houghton's Second Addition to Grand Rapids	$ 24,993.00	$ 16,000.00	$ -	$ (493.00)	$ 40,500.00

TRACT	ACRES	PID	LOCATION	SEC	TWP	RGE	DESCRIPTION	IMPROVEMENT VALUE	LAND VALUE	TIMBER VALUE		APPRAISED VALUE
20	0.42	^^^^ 93-440-0110	LaPrairie City	23	55	25	Block One (1), Buells Addition	$ -	$ 4,400.00	$ 500.00		$ 4,900.00
	0.9	^^^^ 93-440-0220	LaPrairie City	23	55	25	Lots One (1) thru Six (6), Block Two (2), Buells Addition					
21	0.11	95-410-1560 *S*	401 Central Ave., Nashwauk	32	57	22	Lot Eleven (11), Block Fifteen (15) NASHWAUK	$ -	$ 1,500.00		$ (6,396.25)	$ 500.00
22	0.18	*** 97-440-1510	211 S. Guyer St., Taconite	27	56	24	Lots Fourteen (14) thru Seventeen (17), Block Fifteen (15), HOLMAN	$ 44,700.00	$ 4,000.00	$ -		$ 48,700.00

WATERFRONT

TRACT	ACRES	PID	LOCATION	SEC	TWP	RGE	DESCRIPTION	IMPROVEMENT VALUE	LAND VALUE	TIMBER VALUE		APPRAISED VALUE
23	0.4	**** 22-013-1203	Lake Jessie Twp	13	148	25	That part of Government Lot Two (2), Section Thirteen (13), Township One Hundred Forty-eight (148), Range Twenty-five (25), described as follows: Beginning at a point on the shoreline of Big Too Much Lake 435.0 Feet North of the Southwest corner of said Lot 2; thence East a distance of 114.00 Feet; thence due South a distance of 135.0 Feet; thence due West a distance of 94.0 Feet to a point on the shoreline of Big Too Much Lake; thence North along said shoreline to the point of beginning.	$ (5,000.00)	$ 41,400.00	$ 100.00		$ 36,500.00
24	6.46	43-010-3410	52700 County Road 29, Wirt	10	149	26	See EXHIBIT A	$ 7,900.00	$ 31,700.00	$2,300.00		$ 41,900.00
25	0.41	** 58-420-0010	Wildwood Twp	22	53	25	Lot One (1) Harbor Haven	$ -	$ 39,600.00	$ 300.00		$ 39,900.00
	0.41	** 58-420-0020					Lot Two (2) Harbor Haven					
26	5.8	07-030-4301	Bigfork Twp	30	61	26	That part of the Southwest Quarter of the Southeast Quarter (SW of SE) lying North of the center of Bigfork River and LESS the West Seven Hundred Thirty-five feet (W. 735') thereof, Section Thirty (30), Township Sixty-one (61), Range Twenty-six (26).	$ -	$ 37,000.00	$4,900.00		$ 41,900.00
	32	07-030-4400	Bigfork Twp	30	61	26	The Southeast Quarter of the Southeast Quarter (SE of SE) lying North and East of the center of Bigfork River, Section Thirty (30), Township Sixty-one (61), Range Twenty-six (26).					

DIRECT COUNTY

27	1.61	10-023-3203	Carpenter Twp	23	62	22	South Three Hundred Fifty-seven feet (S. 357') of the North Four Hundred Sixty-seven feet (N. 467') of the West Two Hundred feet (W. 200') of the Northwest Quarter of the Southwest Quarter (NW SW), Section Twenty-three (23), Township Sixty-two (62), Range Twenty-two (22)	$ -	$ 2,730.00	$1,170.00		$ 3,900.00

**Subject to Restrictive Covenants of Plat
***Possible building encroachment on adjacent parcel
^^^^Access is to an undeveloped platted street
****Easement for ingress & egress over private drive
S Special Assessment to be reinstated upon sale of property
^^^ No legal access

NOTE: Special Assessment totals are only approximate
Exact total of Special Assessment must be verified with municipality

EXHIBIT A

Tract 3: 34-012-4103 Legal Description

All that part of the Northeast Quarter of the Southeast Quarter (NE SE), Section Twelve (12), Township Fifty-three (53) North, Range Twenty-three (23) West of the Fourth Principal Meridian, lying on both sides of a straight line (said line being designated as Line "A") extending from a point in the South line of said Section 12 distant 563 Feet East of the South Quarter corner thereof; Northeasterly to a point in the North line of Section 7, Township 53 North, Range 22 West of the Fourth Principal Meridian, distant 1302 Feet East of the Northwest corner thereof more particularly described as follows: Beginning at a point on said Line "A" distant 1924 Feet Northeasterly from the South terminus of said Line "A"; thence Northwesterly in a straight line at right angles to said Line "A" a distance of 35 Feet to a point; thence Northeasterly in a straight line to a point 50 Feet Northwesterly on a line drawn at right angles to said Line "A" distant 300 Feet Northeasterly from the point of beginning; thence Northeasterly in a straight line parallel with said Line "A" and 50 Feet distant therefrom, a distance of 50 Feet to a point; thence Southeasterly in a straight line at right angles to the last described course a distance of 150 Feet to a point; thence Southwesterly in a straight line parallel with and distant 100 Feet Southeasterly from said Line "A" a distance of 350 Feet to a point; thence Northwesterly in a straight line at right angles to the last described course a distance of 100 Feet to the point of beginning.

Tract 24: 43-010-3410 Legal Description

Government Lot Eight (8), Section Ten (10), Township One Hundred Forty-nine (149) North, Range Twenty-six (26), North and West of the plat of Stanley, LESS the following described parcels: Beginning at the Southwest corner of Lot 4 of Block E of the Plat of Stanley, thence in a Westerly continuation of the South line of said Lot 4 a distance of 220 feet ; thence North at an angle of 90 degrees a distance of 260 feet; thence East at an angle of 90 degrees a distance of 220 feet; thence South along the West line of the Plat of Stanley to the point of beginning. And excepting all that part of said Government Lot Eight (8), Section 10, Township 149, Range 26 which lie North and East of a line which would be in the Northerly continuation of the West line of said above described excepted parcel, said line being extended from the Northwest corner of said above described excepted parcel to the Bigfork River and said line being the Westerly boundary of the parcel hereby excepted. And beginning at a point on the south boundary of Government Lot 8, 33 feet North and 30 feet West of the Northwest corner of Lot 2 of Bingham's First Addition to Wirt, thence West along the South line of said Lot 8 a distance of 208 feet; thence North and at right angles of said South line of Lot 8 a distance of 208 feet, thence East a distance of 208 feet, thence South a distance of 208 feet to the point of beginning. And beginning at a point 33 feet North and 30 feet West of the Northwest corner of Lot 2 of Bingham's First Addition to Wirt; thence East along the South boundary of Government Lot 8 a distance of approximately 256.5 feet to the intersection of the old "Y" crossing of the Minneapolis and Rainy River right-of-way; thence in a Northwesterly direction along the center line of the said "Y" crossing to a point directly North of the point of beginning; thence South to the point of beginning; according to the Government survey thereof on file and of record in the office of the Register of Deeds of said County and State. Except all that part of Government Lot 8, Section 10, Township 149 North, Range 26, West of the Fourth Principal Meridian lying East of the following described line: the South boundary of said Lot 8 is assumed an East and West bearing and the point of beginning being a point on the South boundary a distance of 921.2 feet West of the Southeast corner of said Lot 8; thence North 208 feet; thence North 03 degrees 49 minutes West a distance of 194.33 feet; thence North 16 degrees 35 minutes West to the water's edge of the Bigfork River and there terminate.

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

Tuesday, August 17, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1733

DEPARTMENT: Land Department
PRESENTER: Cindy Shevich

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Private Landowners Grant Easement to County for Forest Management Access

BOARD ACTION REQUESTED:
Itasca County has been granted an easement by private landowners for forest management access; item is informational only, no action needed.

BACKGROUND:
The Land Department is in need of an access road for forest management purposes across land owned by Tony and Michelle Bickford, David Nyback, Scott Schulze, Rachel Schulze, Maggie and Adam Masloski, Andrew and Larissa Schulze and Jacob Schulze. The landowners have agreed to grant a road easement totaling over 1.40 miles in return for a land value payment of $7,319.00 to be paid from Fund 12.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Bickford Ease signed 6-14-21
2. Nyback Ease signed 7-26-21
3. Schulze Ease signed 6-3-21

08/17/2021

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 08/24/2021 2:30 PM**

ROAD EASEMENT

In consideration of payment of the sum of Seven Hundred Thirteen dollars ($713.00) for land value, the receipt of which is hereby acknowledged, Michelle J. Bickford and Tony M. Bickford, wife and husband, whose address is 38982 County Road 469, Cohasset, MN 55721, herein called "**Grantor**" on June 14, 2021, there is hereby granted to **the State of Minnesota in trust for its taxing districts**, whose address is **c/o Itasca County Land Commissioner, 1177 LaPrairie Avenue, Grand Rapids, MN 55744,** its successors and assigns, herein called "**Grantee**", an easement for the purpose of ingress and egress over a roadway no more than 33 feet in width to travel by vehicle or other means on, over, through and across that part of the following described land, to-wit:

> That part of the roadway located over and across the Northeast Quarter of the Northwest Quarter (NE NW) and the Northwest Quarter of the Southeast Quarter (NW SE), all in Section 24, Township 53, Range 24, lying within 16.5 feet of each side of the centerline of the existing road whose location is described in attached Exhibit A and as shown on the map attached hereto as Exhibit B.

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

1. This easement is granted pursuant to the provisions of Minnesota Statutes Section 282.04, Subd. 5, which states that a county is not a road authority with respect to a road acquired for the purpose of managing tax-forfeited lands. This easement is subject to payment of the fee stated above.
2. Road construction and maintenance activities under such easement shall not exceed 33 feet in width without written approval by **Grantor.**
3. All roadway construction and maintenance desired by the **Grantee** shall be the responsibility of the **Grantee** without any cost to the **Grantor**. Any merchantable timber cut by the **Grantee** on the above mentioned right-of-way will be paid for by the **Grantee** at prevailing timber prices.
4. The roadway which is the subject of this easement shall be open for management of tax-forfeited land by County personnel and its agents, and any parties with whom the County has contracted for management or any related work or services. This agreement does <u>not</u> authorize general public use of the roadway.
5. If the **Grantor** places a gate on the easement, the **Grantee** shall be given a key, or be allowed to interlock the Grantee's lock on the gate.

6. That the **Grantee's** address for the purpose of giving any notice under this agreement is as follows:

Name: **Itasca County Land Commissioner**
1177 LaPrairie Avenue
Grand Rapids, MN 55744

7. This agreement shall enure to the benefit of and shall be binding upon the successors, assigns, heirs and legal representatives of the Parties hereto, if any.

Dated this 14 day of June, 2021.

Michelle J. Bickford

Tony M. Bickford

STATE OF MINNESOTA)
) ss
COUNTY OF ITASCA)

This instrument was acknowledged before me this 14 day of June, 2021 by Michelle M. Bickford and Tony M. Bickford, wife and husband, Grantors.

(S E A L) DEBRA LEA LENGELING Notary Public-Minnesota My Commission Expires Jan. 31, 2024

Notary Public

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

EXHIBIT A

EASEMENT DESCRIPTION

A 33.00 foot wide easement for Forest Management Road purposes, across that part of Section 24 and the Northwest Quarter of the Northeast Quarter of Section 25, all within Township 53 North, Range 24 West of Fourth Principal Meridian, Itasca County, Minnesota, the centerline of said 33.00 foot wide easement is described as follows:

Commencing at the northwest corner of the said Section 24, thence North 89 degrees 42 minutes 36 seconds East, assigned bearing, along the North line of the Northwest Quarter of said Section 24, a distance of 863.63 feet, to the point of beginning; thence South 02 degrees 32 minutes 05 seconds East 109.84 feet; thence southeasterly 102.73 feet along a tangential curve, concave to the northeast, with a central angle of 45 degrees 16 minutes 42 seconds, and a radius of 130.00 feet; thence South 47 degrees 48 minutes 47 seconds East, tangent to curve, a distance of 56.42 feet; thence southeasterly 119.32 feet along a tangential curve, concave to the southwest, with a central angle of 20 degrees 06 minutes 27 seconds, and a radius of 340.00 feet; thence South 27 degrees 42 minutes 21 seconds East, tangent to curve, a distance of 50.00 feet; thence South 25 degrees 18 minutes 10 seconds East 194.86 feet; thence South 13 degrees 25 minutes 05 seconds East 167.00 feet; thence South 25 degrees 14 minutes 42 seconds East 63.78 feet; thence South 19 degrees 49 minutes 59 seconds East 162.29 feet; thence South 20 degrees 56 minutes 03 seconds East 97.53 feet; thence South 22 degrees 04 minutes 26 seconds East 239.96 feet; thence South 19 degrees 41 minutes 59 seconds East 67.21 feet; thence South 12 degrees 14 minutes 07 seconds East 108.32 feet; thence southeasterly 101.17 feet, along a tangential curve, concave to the northeast, with a central angle 33 degrees 07 minutes 24 seconds, and a radius of 175.00 feet; thence South 45 degrees 21 minutes 31 seconds East, tangent to curve, a distance of 73.90 feet; thence southeasterly 96.22 feet, along a tangential curve, concave to the southwest, with a central angle of 28 degrees 16 minutes 20 seconds, and a radius of 195.00 feet; thence South 17 degrees 05 minutes 11 seconds East, tangent to curve, a distance of 64.46 feet; thence southeasterly 85.00 feet, along a tangential curve, concave to the northeast, with a central angle of 25 degrees 37 minutes 52 seconds, and a radius of 190.00 feet; thence South 42 degrees 43 minutes 03 seconds East, tangent to curve, a distance of 109.17 feet; thence South 39 degrees 23 minutes 13 seconds East 84.28 feet; thence South 34 degrees 57 minute 48 seconds East 29.17 feet; thence South 30 degrees 08 minutes 51 seconds East 39.54 feet; thence easterly 87.00 feet, along a tangential curve, concave to the northeast, with a central angle of 51 degrees 55 minutes 28 seconds, and a radius 96.00 feet; thence South 82 degrees 04 minutes 19 seconds East, tangent to curve, a distance of 52.14 feet; thence easterly 144.33 feet, along a tangential curve, concave to the south, with a central angle of 19 degrees 55 minutes 35 seconds, and a radius 415.00 feet; thence South 62 degrees 08 minutes 44 seconds East, tangent to curve, a distance of 48.22 feet; thence southeasterly 137.31 feet, along a tangential curve, with a central angle of 28 degrees 36 minutes 32 seconds, and a radius of 275.00 feet; thence South 33 degrees 32 minutes 12 seconds East, tangent to curve, a distance of 166.83 feet; thence South 35 degrees 50 minutes 32 seconds East 107.16 feet; thence South 26 degrees 58 minutes 04 seconds East 291.39 feet; thence South 28 degrees 28 minutes 21 seconds East 244.27 feet; thence southerly 105.64 feet, along a tangential curve, concave to the west, with a central angle of 34 degrees 35 minutes 15 seconds, and a radius of 175.00 feet; thence South 06 degrees 06

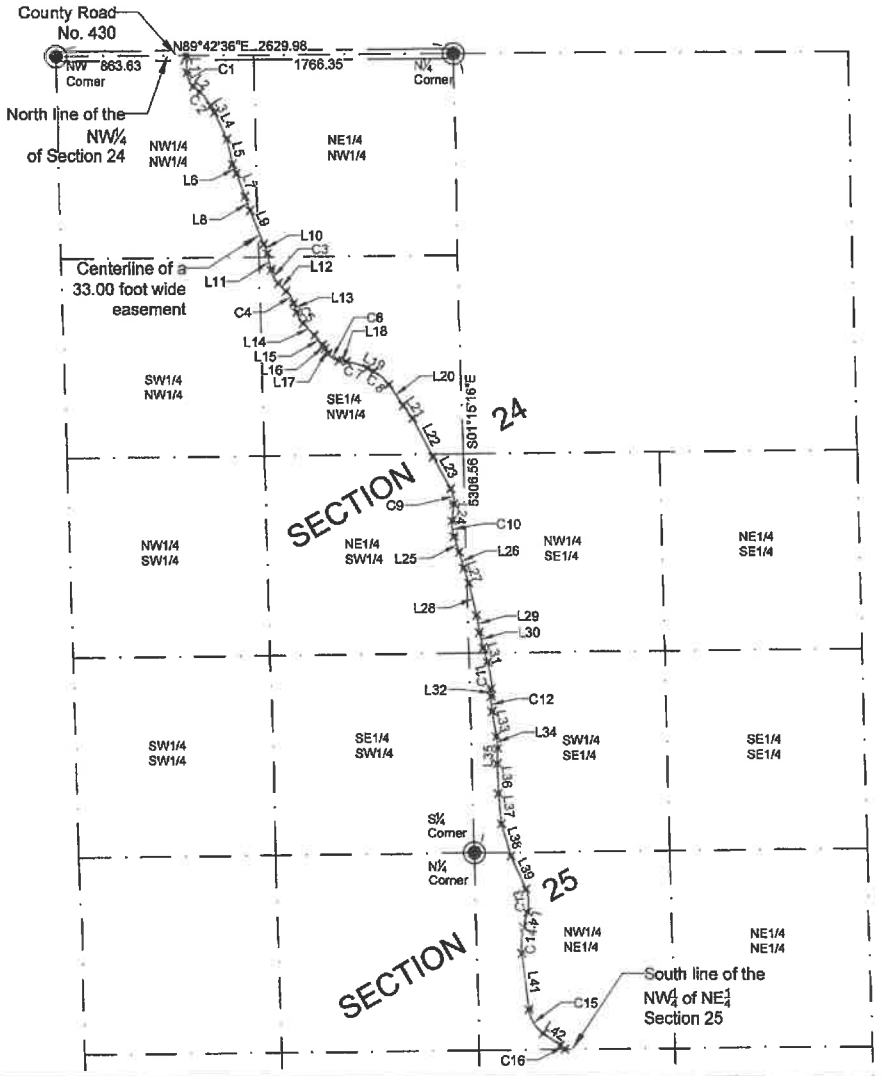
minutes 54 seconds West, tangent to curve, a distance of 113.46 feet; thence southerly 105.75 feet, along a tangential curve, concave to the east, with a central angle of 24 degrees 14 minutes 10 seconds, and a radius 250.00 feet; thence South 18 degrees 07 minutes 16 seconds East, tangent to curve, a distance of 110.14 feet; thence South 15 degrees 16 minutes 13 seconds East 109.72 feet; thence South 18 degrees 38 minutes 58 seconds East 105.33 feet; thence South 13 degrees 26 minutes 08 seconds East 218.72 feet; thence South 08 degrees 50 minutes 08 seconds East 115.90 feet; thence South 14 degrees 06 minutes 50 seconds East 102.44 feet; thence South 16 degrees 22 minutes 16 seconds East 101.07 feet; thence southerly 176.86 feet, along a tangential curve, concave to the west, with a central angle of 18 degrees 25 minutes 27 seconds, and a radius of 550.00 feet; thence South 02 degrees 03 minutes 11 seconds West, tangent to curve, a distance of 51.03 feet; thence southerly 98.29 feet, along a tangential curve, concave to the east, with a central angle 11 degrees 58 minutes 55 seconds, and a radius of 470.00 feet; thence South 09 degrees 55 minutes 44 seconds East, tangent to curve, a distance of 164.90 feet; thence South 05 degrees 51 minutes 15 seconds East 80.26 feet; thence South 01 degrees 33 minutes 29 seconds West 101.15 feet; thence South 01 degrees 45 minutes 19 seconds East 199.03 feet; thence South 05 degrees 29 minutes 54 seconds East 205.50 feet; thence South 15 degrees 57 minutes 35 seconds East 222.99 feet; thence South 24 degrees 01 minutes 14 seconds East 246.68 feet; thence southerly 157.57 feet, along a tangential curve, with a central angle of 40 degrees 07 minutes 28 seconds, and a radius of 225.00 feet; thence South 16 degrees 06 minutes 14 seconds West, tangent to curve, a distance of 102.98 feet; thence southerly 179.35 feet, along a tangential curve, concave to the east, with a central angle of 23 degrees 05 minutes 32 seconds, with a radius of 445.00 feet; thence South 06 degrees 59 minutes 18 seconds East, tangent to curve, a distance of 373.16 feet; thence southeasterly 190.32 feet, along a tangential curve, concave to the northeast, with a central angle of 48 degrees 27 minutes 53 seconds, and a radius of 225.00 feet; thence South 55 degrees 27 minutes 11 seconds East, tangent to curve, a distance of 139.05 feet; thence southeasterly 41.48 feet, more or less, along a tangential curve, concave to the southwest, with a central angle of 21 degrees 48 minutes 17 seconds, and a radius of 109.00 feet, to the South line of the Northwest Quarter of the Northeast Quarter of said Section 25 and then said centerline terminates.

The side lines of said 33.00 foot wide easement shall be prolonged or shortened at the North line of the Northwest Quarter of said Section 24, and at the South line of the Northwest Quarter of the Northeast Quarter of said Section 25.

EXHIBIT B

SKETCH AND DESCRIPTION

FOR ITASCA COUNTY LAND DEPARTMENT
PARTS OF SECTION 24, TOWNSHIP 53 NORTH, RANGE 24 WEST, AND
THE NORTHWEST QUARTER OF THE NORTHEAST OF SECTION 25,
TOWNSHIP 53 NORTH, RANGE 24 WEST, ITASCA COUNTY, MINNESOTA



Line Table		
Line #	Length	Direction
L1	109.84	S02°32'05"E
L2	56.42	S47°48'47"E
L3	50.00	S27°42'21"E
L4	194.65	S25°18'10"E
L5	167.00	S13°25'05"E
L6	83.78	S25°14'42"E
L7	162.29	S19°49'59"E
L8	97.53	S20°56'03"E
L9	239.95	S22°04'26"E
L10	67.21	S19°41'59"E
L11	108.32	S12°14'07"E
L12	73.90	S45°21'31"E
L13	64.46	S17°05'11"E
L14	109.17	S42°43'09"E
L15	84.26	S39°23'13"E
L16	29.17	S34°57'46"E
L17	39.54	S30°08'51"E
L18	52.14	S62°04'19"E
L19	48.22	S62°08'44"E
L20	166.83	S33°32'12"E

Line Table		
Line #	Length	Direction
L21	107.16	S35°50'32"E
L22	291.39	S26°52'04"E
L23	244.27	S26°28'21"E
L24	113.48	S05°09'54"W
L25	110.14	S16°07'16"E
L26	109.72	S16°16'13"E
L27	105.33	S18°38'58"E
L28	218.72	S13°26'08"E
L29	115.90	S08°50'06"E
L30	102.44	S14°06'50"E
L31	101.07	S16°22'16"E
L32	51.03	S02°07'11"W
L33	164.90	S09°55'44"E
L34	80.26	S05°51'15"E
L35	101.15	S01°33'29"W
L36	199.03	S01°45'19"E
L37	205.50	S05°29'54"E
L38	222.99	S15°57'35"E
L39	246.68	S24°01'14"E
L40	102.98	S16°06'14"W

Line Table		
Line #	Length	Direction
L41	373.16	S06°59'18"E
L42	139.05	S55°27'11"E

Curve Table			
Curve #	Length	Radius	Delta
C1	102.73	130.00	45°16'42"
C2	119.32	340.00	20°06'27"
C3	101.17	175.00	33°07'24"
C4	98.22	195.00	28°51'20"
C5	85.00	190.00	25°37'52"
C6	87.00	96.00	51°55'28"
C7	144.33	415.00	19°55'35"
C8	137.31	275.00	28°36'32"
C9	105.64	175.00	34°35'15"
C10	105.75	250.00	24°14'10"
C11	176.85	550.00	18°25'27"
C12	98.29	470.00	11°58'55"
C13	157.57	225.00	40°07'28"
C14	179.35	445.00	23°05'32"
C15	190.32	225.00	48°27'59"
C16	41.46	109.00	21°48'17"

N

0 100 200

1 inch = 200 feet

Basis of Bearings:

Itasca County
South Zone Coordinate System
NAD 1983 (1996)

Legend
◉ Itasc County Monument
X Calculated position

"MAPPING SPECIALISTS & CONSERVATORS OF THE PUBLIC LAND SURVEY SYSTEM"

ITASCA COUNTY

Department of Surveying and Mapping

123 N.E. 4th Street, Courthouse Room 156,
Grand Rapids, Minnesota, 55744

218-327-2854

8:00 AM to 4:30 PM, Monday – Friday

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

May 19, 2021

Guy T. Carlson
MN License No. 40991

ROAD EASEMENT

In consideration of payment of the sum of Three Thousand Eight Hundred Forty-two dollars ($3,842.00) for land value, the receipt of which is hereby acknowledged, David J. Nyback, a single person, whose address is P.O. Box 121, Hill City, MN 55748, herein called "**Grantor**" on July 26, 2021, there is hereby granted to **the State of Minnesota in trust for its taxing districts**, whose address is **c/o Itasca County Land Commissioner, 1177 LaPrairie Avenue, Grand Rapids, MN 55744,** its successors and assigns, herein called "**Grantee**", an easement for the purpose of ingress and egress over a roadway no more than 33 feet in width to travel by vehicle or other means on, over, through and across that part of the following described land, to-wit:

That part of the roadway located over and across the Northwest Quarter of the Northwest Quarter (NW NW), the Southeast Quarter of the Northwest Quarter (SE NW), Northeast Quarter of the Southwest Quarter (NE SW), all in Section 24, Township 53, Range 24, lying within 16.5 feet of each side of the centerline of the existing road whose location is described in attached Exhibit A and as shown on the map attached hereto as Exhibit B.

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

1. This easement is granted pursuant to the provisions of Minnesota Statutes Section 282.04, Subd. 5, which states that a county is not a road authority with respect to a road acquired for the purpose of managing tax-forfeited lands. This easement is subject to payment of the fee stated above.
2. Road construction and maintenance activities under such easement shall not exceed 33 feet in width without written approval by **Grantor**.
3. All roadway construction and maintenance desired by the **Grantee** shall be the responsibility of the **Grantee** without any cost to the **Grantor**. Any merchantable timber cut by the **Grantee** on the above mentioned right-of-way will be paid for by the **Grantee** at prevailing timber prices.
4. The roadway which is the subject of this easement shall be open for management of tax-forfeited land by County personnel and its agents, and any parties with whom the County has contracted for management or any related work or services. This agreement does <u>not</u> authorize general public use of the roadway.

5. If the **Grantor** places a gate on the easement, the **Grantee** shall be given a key, or be allowed to interlock the **Grantee's** lock on the gate.

6. That the **Grantee's** address for the purpose of giving any notice under this agreement is as follows:

Name: **Itasca County Land Commissioner**
1177 LaPrairie Avenue
Grand Rapids, MN 55744

7. This agreement shall enure to the benefit of and shall be binding upon the successors, assigns, heirs and legal representatives of the Parties hereto, if any.

Dated this 26 day of July, 2021

David Nyback

STATE OF MINNESOTA)
) ss
COUNTY OF ITASCA)

This instrument was acknowledged before me this 26th day of July, 2021 by David J. Nyback, a single person, Grantors.

(S E A) JACKSON DAVID PURDIE
NOTARY PUBLIC-MINNESOTA
My Comm. Exp. Jan. 31, 2024

Notary Public

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

EXHIBIT A

EASEMENT DESCRIPTION

A 33.00 foot wide easement for Forest Management Road purposes, across that part of Section 24 and the Northwest Quarter of the Northeast Quarter of Section 25, all within Township 53 North, Range 24 West of Fourth Principal Meridian, Itasca County, Minnesota, the centerline of said 33.00 foot wide easement is described as follows:

Commencing at the northwest corner of the said Section 24, thence North 89 degrees 42 minutes 36 seconds East, assigned bearing, along the North line of the Northwest Quarter of said Section 24, a distance of 863.63 feet, to the point of beginning; thence South 02 degrees 32 minutes 05 seconds East 109.84 feet; thence southeasterly 102.73 feet along a tangential curve, concave to the northeast, with a central angle of 45 degrees 16 minutes 42 seconds, and a radius of 130.00 feet; thence South 47 degrees 48 minutes 47 seconds East, tangent to curve, a distance of 56.42 feet; thence southeasterly 119.32 feet along a tangential curve, concave to the southwest, with a central angle of 20 degrees 06 minutes 27 seconds, and a radius of 340.00 feet; thence South 27 degrees 42 minutes 21 seconds East, tangent to curve, a distance of 50.00 feet; thence South 25 degrees 18 minutes 10 seconds East 194.86 feet; thence South 13 degrees 25 minutes 05 seconds East 167.00 feet; thence South 25 degrees 14 minutes 42 seconds East 63.78 feet; thence South 19 degrees 49 minutes 59 seconds East 162.29 feet; thence South 20 degrees 56 minutes 03 seconds East 97.53 feet; thence South 22 degrees 04 minutes 26 seconds East 239.96 feet; thence South 19 degrees 41 minutes 59 seconds East 67.21 feet; thence South 12 degrees 14 minutes 07 seconds East 108.32 feet; thence southeasterly 101.17 feet, along a tangential curve, concave to the northeast, with a central angle 33 degrees 07 minutes 24 seconds, and a radius of 175.00 feet; thence South 45 degrees 21 minutes 31 seconds East, tangent to curve, a distance of 73.90 feet; thence southeasterly 96.22 feet, along a tangential curve, concave to the southwest, with a central angle of 28 degrees 16 minutes 20 seconds, and a radius of 195.00 feet; thence South 17 degrees 05 minutes 11 seconds East, tangent to curve, a distance of 64.46 feet; thence southeasterly 85.00 feet, along a tangential curve, concave to the northeast, with a central angle of 25 degrees 37 minutes 52 seconds, and a radius of 190.00 feet; thence South 42 degrees 43 minutes 03 seconds East, tangent to curve, a distance of 109.17 feet; thence South 39 degrees 23 minutes 13 seconds East 84.28 feet; thence South 34 degrees 57 minute 48 seconds East 29.17 feet; thence South 30 degrees 08 minutes 51 seconds East 39.54 feet; thence easterly 87.00 feet, along a tangential curve, concave to the northeast, with a central angle of 51 degrees 55 minutes 28 seconds, and a radius 96.00 feet; thence South 82 degrees 04 minutes 19 seconds East, tangent to curve, a distance of 52.14 feet; thence easterly 144.33 feet, along a tangential curve, concave to the south, with a central angle of 19 degrees 55 minutes 35 seconds, and a radius 415.00 feet; thence South 62 degrees 08 minutes 44 seconds East, tangent to curve, a distance of 48.22 feet; thence southeasterly 137.31 feet, along a tangential curve, with a central angle of 28 degrees 36 minutes 32 seconds, and a radius of 275.00 feet; thence South 33 degrees 32 minutes 12 seconds East, tangent to curve, a distance of 166.83 feet; thence South 35 degrees 50 minutes 32 seconds East 107.16 feet; thence South 26 degrees 58 minutes 04 seconds East 291.39 feet; thence South 28 degrees 28 minutes 21 seconds East 244.27 feet; thence southerly 105.64 feet, along a tangential curve, concave to the west, with a central angle of 34 degrees 35 minutes 15 seconds, and a radius of 175.00 feet; thence South 06 degrees 06

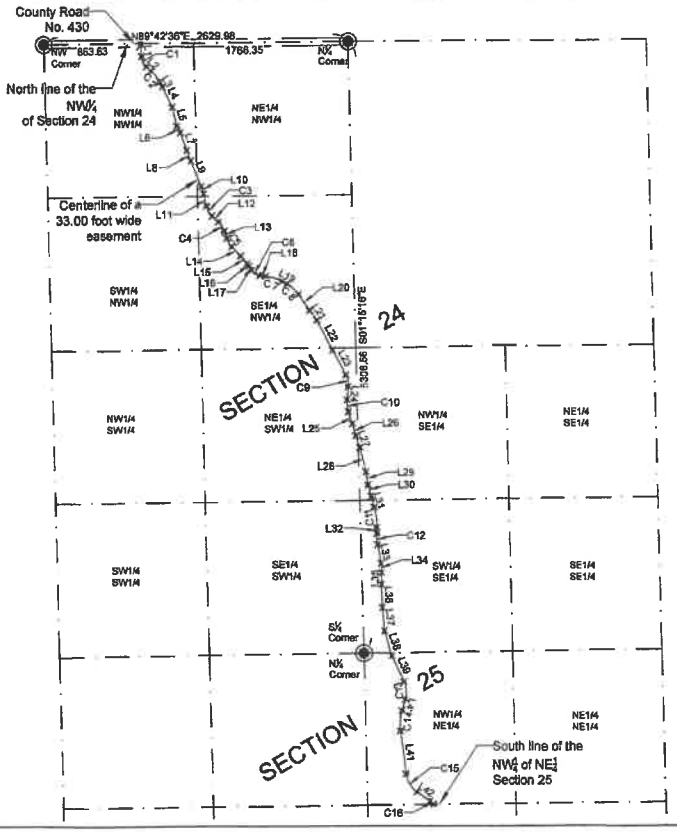
minutes 54 seconds West, tangent to curve, a distance of 113.46 feet; thence southerly 105.75 feet, along a tangential curve, concave to the east, with a central angle of 24 degrees 14 minutes 10 seconds, and a radius 250.00 feet; thence South 18 degrees 07 minutes 16 seconds East, tangent to curve, a distance of 110.14 feet; thence South 15 degrees 16 minutes 13 seconds East 109.72 feet; thence South 18 degrees 38 minutes 58 seconds East 105.33 feet; thence South 13 degrees 26 minutes 08 seconds East 218.72 feet; thence South 08 degrees 50 minutes 08 seconds East 115.90 feet; thence South 14 degrees 06 minutes 50 seconds East 102.44 feet; thence South 16 degrees 22 minutes 16 seconds East 101.07 feet; thence southerly 176.86 feet, along a tangential curve, concave to the west, with a central angle of 18 degrees 25 minutes 27 seconds, and a radius of 550.00 feet; thence South 02 degrees 03 minutes 11 seconds West, tangent to curve, a distance of 51.03 feet; thence southerly 98.29 feet, along a tangential curve, concave to the east, with a central angle 11 degrees 58 minutes 55 seconds, and a radius of 470.00 feet; thence South 09 degrees 55 minutes 44 seconds East, tangent to curve, a distance of 164.90 feet; thence South 05 degrees 51 minutes 15 seconds East 80.26 feet; thence South 01 degrees 33 minutes 29 seconds West 101.15 feet; thence South 01 degrees 45 minutes 19 seconds East 199.03 feet; thence South 05 degrees 29 minutes 54 seconds East 205.50 feet; thence South 15 degrees 57 minutes 35 seconds East 222.99 feet; thence South 24 degrees 01 minutes 14 seconds East 246.68 feet; thence southerly 157.57 feet, along a tangential curve, with a central angle of 40 degrees 07 minutes 28 seconds, and a radius of 225.00 feet; thence South 16 degrees 06 minutes 14 seconds West, tangent to curve, a distance of 102.98 feet; thence southerly 179.35 feet, along a tangential curve, concave to the east, with a central angle of 23 degrees 05 minutes 32 seconds, with a radius of 445.00 feet; thence South 06 degrees 59 minutes 18 seconds East, tangent to curve, a distance of 373.16 feet; thence southeasterly 190.32 feet, along a tangential curve, concave to the northeast, with a central angle of 48 degrees 27 minutes 53 seconds, and a radius of 225.00 feet; thence South 55 degrees 27 minutes 11 seconds East, tangent to curve, a distance of 139.05 feet; thence southeasterly 41.48 feet, more or less, along a tangential curve, concave to the southwest, with a central angle of 21 degrees 48 minutes 17 seconds, and a radius of 109.00 feet, to the South line of the Northwest Quarter of the Northeast Quarter of said Section 25 and then said centerline terminates.

The side lines of said 33.00 foot wide easement shall be prolonged or shortened at the North line of the Northwest Quarter of said Section 24, and at the South line of the Northwest Quarter of the Northeast Quarter of said Section 25.

EXHIBIT B

SKETCH AND DESCRIPTION

FOR ITASCA COUNTY LAND DEPARTMENT
PARTS OF SECTION 24, TOWNSHIP 53 NORTH, RANGE 24 WEST, AND
THE NORTHWEST QUARTER OF THE NORTHEAST OF SECTION 25,
TOWNSHIP 53 NORTH, RANGE 24 WEST, ITASCA COUNTY, MINNESOTA



Line Table		
Line #	Length	Direction
L1	109.84	S02°32'05"E
L2	56.42	S47°48'47"E
L3	50.00	S27°43'21"E
L4	154.80	S35°18'10"E
L5	167.00	S13°26'06"E
L6	63.78	S25°14'42"E
L7	192.29	S19°48'39"E
L8	97.53	S20°36'03"E
L9	239.96	S22°04'26"E
L10	67.21	S19°41'50"E
L11	106.32	S12°14'07"E
L12	73.80	S48°21'31"E
L13	84.45	S17°00'11"E
L14	109.17	S42°42'03"E
L15	94.28	S39°23'13"E
L16	29.17	S34°57'48"E
L17	39.54	S39°08'51"E
L18	52.14	S62°04'19"E
L19	48.22	S62°08'44"E
L20	166.83	S33°32'12"E

Line Table		
Line #	Length	Direction
L21	107.16	S35°50'32"E
L22	291.39	S28°58'04"E
L23	244.27	S28°29'21"E
L24	113.48	S35°08'54"W
L25	110.14	S18°07'16"E
L26	106.72	S15°16'13"E
L27	105.33	S18°38'50"E
L28	218.72	S13°26'08"E
L29	115.90	S09°50'06"E
L30	102.44	S14°06'50"E
L31	101.67	S18°22'15"E
L32	51.33	S58°03'11"W
L33	194.66	S08°56'44"E
L34	60.86	S00°51'10"E
L35	101.15	S21°32'29"W
L36	199.04	S31°46'19"E
L37	208.80	S08°28'54"E
L38	222.99	S18°57'39"E
L39	240.06	S24°01'14"E
L40	152.94	S16°06'14"W

Line Table		
Line #	Length	Direction
L41	373.16	S35°55'18"E
L42	135.05	S55°27'11"E

Curve Table			
Curve #	Length	Radius	Delta
C1	102.73	130.00	45°16'42"
C2	119.32	340.00	20°06'27"
C3	101.17	175.00	33°07'24"
C4	96.22	195.00	28°16'20"
C5	85.00	190.00	25°37'52"
C6	87.00	95.00	51°55'23"
C7	144.33	415.00	19°55'35"
C8	137.31	275.00	28°36'32"
C9	105.84	175.00	34°39'19"
C10	109.75	250.00	24°14'10"
C11	178.86	550.00	18°37'27"
C12	98.29	470.00	11°58'59"
C13	157.57	225.00	40°07'28"
C14	179.35	445.00	23°05'32"
C15	190.32	225.00	48°27'53"
C16	41.48	109.00	21°48'17"

1 inch = 200 feet

Basis of Bearings:

Itasca County
South Zone Coordinate System
NAD 1983 (1996)

Legend
- Itasc County Monument
- X Calculated position

"MAPPING SPECIALISTS & CONSERVATORS OF THE PUBLIC LAND SURVEY SYSTEM"

ITASCA COUNTY

Department of Surveying and Mapping

123 N.E. 4th Street, Courthouse Room 156,
Grand Rapids, Minnesota, 55744

218-327-2854

8:00 AM to 4:30 PM, Monday – Friday

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

May 19, 2021

Guy T. Carlson
MN License No. 40991

ROAD EASEMENT

In consideration of payment of the sum of Two Thousand Seven Hundred Sixty-four dollars ($2,764.00) for land value, the receipt of which is hereby acknowledged, Scott Schulze, a single person, whose address is 24 Pioneer Road, Ely, MN 55731, Rachel Mae Schulze, a single person, whose address is 431 West Central Avenue, Apt. 203, Mora, MN 55051, Maggie Anne Masloski and Adam Masloski, wife and husband, whose address is 13359 Villa Road, Ely, MN 55731, Andrew Weldon Schulze and Larissa Schulze, husband and wife, whose address is 27322 107th Street NW, Zimmerman, MN 55398 and Jacob Scott Schulze, a single person, whose address is 7975 Kraft Avenue SW, Howard Lake, MN 55349, herein called "**Grantor**" on June 3, 2021, there is hereby granted to **the State of Minnesota in trust for its taxing districts**, whose address is **c/o Itasca County Land Commissioner, 1177 LaPrairie Avenue, Grand Rapids, MN 55744,** its successors and assigns, herein called "**Grantee**", an easement for the purpose of ingress and egress over a roadway no more than 33 feet in width to travel by vehicle or other means on, over, through and across that part of the following described land, to-wit:

> That part of the roadway located over and across the Southwest Quarter of the Southeast Quarter (SW SE), Section 24, Township 53, Range 24, and the Northwest Quarter of the Northeast Quarter (NW NE), Section 25, Township 53, Range 24, lying within 16.5 feet of each side of the centerline of the existing road whose location is described in attached Exhibit A and as shown on the map attached hereto as Exhibit B.

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

1. This easement is granted pursuant to the provisions of Minnesota Statutes Section 282.04, Subd. 5, which states that a county is not a road authority with respect to a road acquired for the purpose of managing tax-forfeited lands. This easement is subject to payment of the fee stated above.
2. Road construction and maintenance activities under such easement shall not exceed 33 feet in width without written approval by **Grantor**.
3. All roadway construction and maintenance desired by the **Grantee** shall be the responsibility of the **Grantee** without any cost to the **Grantor**. Any merchantable timber cut by the **Grantee** on the above mentioned right-of-way will be paid for by the **Grantee** at prevailing timber prices.

4. The roadway which is the subject of this easement shall be open for management of tax-forfeited land by County personnel and its agents, and any parties with whom the County has contracted for management or any related work or services. This agreement does not authorize general public use of the roadway.

5. If the **Grantor** places a gate on the easement, the **Grantee** shall be given a key, or be allowed to interlock the **Grantee's** lock on the gate.

6. That the **Grantee's** address for the purpose of giving any notice under this agreement is as follows:

   Name: **Itasca County Land Commissioner**
   1177 LaPrairie Avenue
   Grand Rapids, MN 55744

7. This agreement shall enure to the benefit of and shall be binding upon the successors, assigns, heirs and legal representatives of the Parties hereto, if any.

Dated this 3rd day of June, 2021.

Scott Schulze

STATE OF MINNESOTA)
ST LOUIS) ss
COUNTY OF ~~ITASCA~~)

This instrument was acknowledged before me this 3rd day of June, 2021 by Scott Schulze, a single person, Grantors.

(S E A L)

HEATHER MCKINNON FITZGERALD
Notary Public-Minnesota
My Commission Expires Jan 31, 2025

Notary Public

Rachel Mae Schulze

STATE OF MINNESOTA)
) ss
COUNTY OF ITASCA)

This instrument was acknowledged before me this 16th day of June, 2021 by Rachel Mae Schulze, a single person, Grantors.

Notary Public

(S E A L)

LEANNE M LARSON
NOTARY PUBLIC-MINNESOTA
My Commission Expires Jan. 31, 2022

Maggie Anne Masloski

Adam Masloski

STATE OF MINNESOTA)
) ss
COUNTY OF ITASCA)

This instrument was acknowledged before me this 2nd day of August, 2021 by Maggie Anne Masloski and Adam Masloski, wife and husband, Grantors.

Notary Public

(S E A L)

KIMBERLY BELINDA MARTIN
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2022

Andrew Weldon Schulze

Larissa Schulze

STATE OF MINNESOTA)
) ss
COUNTY OF ITASCA)

This instrument was acknowledged before me this 25th day of June, 2021 by Andrew Weldon Schulze and Larissa Schulze, husband and wife, Grantors.

(S E A L) BRIANNA R. SCHIFSKY Notary Public Minnesota My Commission Expires January 31, 2023

Notary Public

Jacob Scott Schulze

STATE OF MINNESOTA)
) ss
COUNTY OF ITASCA)

This instrument was acknowledged before me this 23rd day of July, 2021 by Jacob Scott Schulze, a single person, Grantors.

(S E A L) Sarah Lynn Knutson Notary Public Minnesota My Commission Expires January 31, 2025

Notary Public

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

EXHIBIT A

EASEMENT DESCRIPTION

A 33.00 foot wide easement for Forest Management Road purposes, across that part of Section 24 and the Northwest Quarter of the Northeast Quarter of Section 25, all within Township 53 North, Range 24 West of Fourth Principal Meridian, Itasca County, Minnesota, the centerline of said 33.00 foot wide easement is described as follows:

Commencing at the northwest corner of the said Section 24, thence North 89 degrees 42 minutes 36 seconds East, assigned bearing, along the North line of the Northwest Quarter of said Section 24, a distance of 863.63 feet, to the point of beginning; thence South 02 degrees 32 minutes 05 seconds East 109.84 feet; thence southeasterly 102.73 feet along a tangential curve, concave to the northeast, with a central angle of 45 degrees 16 minutes 42 seconds, and a radius of 130.00 feet; thence South 47 degrees 48 minutes 47 seconds East, tangent to curve, a distance of 56.42 feet; thence southeasterly 119.32 feet along a tangential curve, concave to the southwest, with a central angle of 20 degrees 06 minutes 27 seconds, and a radius of 340.00 feet; thence South 27 degrees 42 minutes 21 seconds East, tangent to curve, a distance of 50.00 feet; thence South 25 degrees 18 minutes 10 seconds East 194.86 feet; thence South 13 degrees 25 minutes 05 seconds East 167.00 feet; thence South 25 degrees 14 minutes 42 seconds East 63.78 feet; thence South 19 degrees 49 minutes 59 seconds East 162.29 feet; thence South 20 degrees 56 minutes 03 seconds East 97.53 feet; thence South 22 degrees 04 minutes 26 seconds East 239.96 feet; thence South 19 degrees 41 minutes 59 seconds East 67.21 feet; thence South 12 degrees 14 minutes 07 seconds East 108.32 feet; thence southeasterly 101.17 feet, along a tangential curve, concave to the northeast, with a central angle 33 degrees 07 minutes 24 seconds, and a radius of 175.00 feet; thence South 45 degrees 21 minutes 31 seconds East, tangent to curve, a distance of 73.90 feet; thence southeasterly 96.22 feet, along a tangential curve, concave to the southwest, with a central angle of 28 degrees 16 minutes 20 seconds, and a radius of 195.00 feet; thence South 17 degrees 05 minutes 11 seconds East, tangent to curve, a distance of 64.46 feet; thence southeasterly 85.00 feet, along a tangential curve, concave to the northeast, with a central angle of 25 degrees 37 minutes 52 seconds, and a radius of 190.00 feet; thence South 42 degrees 43 minutes 03 seconds East, tangent to curve, a distance of 109.17 feet; thence South 39 degrees 23 minutes 13 seconds East 84.28 feet; thence South 34 degrees 57 minute 48 seconds East 29.17 feet; thence South 30 degrees 08 minutes 51 seconds East 39.54 feet; thence easterly 87.00 feet, along a tangential curve, concave to the northeast, with a central angle of 51 degrees 55 minutes 28 seconds, and a radius 96.00 feet; thence South 82 degrees 04 minutes 19 seconds East, tangent to curve, a distance of 52.14 feet; thence easterly 144.33 feet, along a tangential curve, concave to the south, with a central angle of 19 degrees 55 minutes 35 seconds, and a radius 415.00 feet; thence South 62 degrees 08 minutes 44 seconds East, tangent to curve, a distance of 48.22 feet; thence southeasterly 137.31 feet, along a tangential curve, with a central angle of 28 degrees 36 minutes 32 seconds, and a radius of 275.00 feet; thence South 33 degrees 32 minutes 12 seconds East, tangent to curve, a distance of 166.83 feet; thence South 35 degrees 50 minutes 32 seconds East 107.16 feet; thence South 26 degrees 58 minutes 04 seconds East 291.39 feet; thence South 28 degrees 28 minutes 21 seconds East 244.27 feet; thence southerly 105.64 feet, along a tangential curve, concave to the west, with a central angle of 34 degrees 35 minutes 15 seconds, and a radius of 175.00 feet; thence South 06 degrees 06

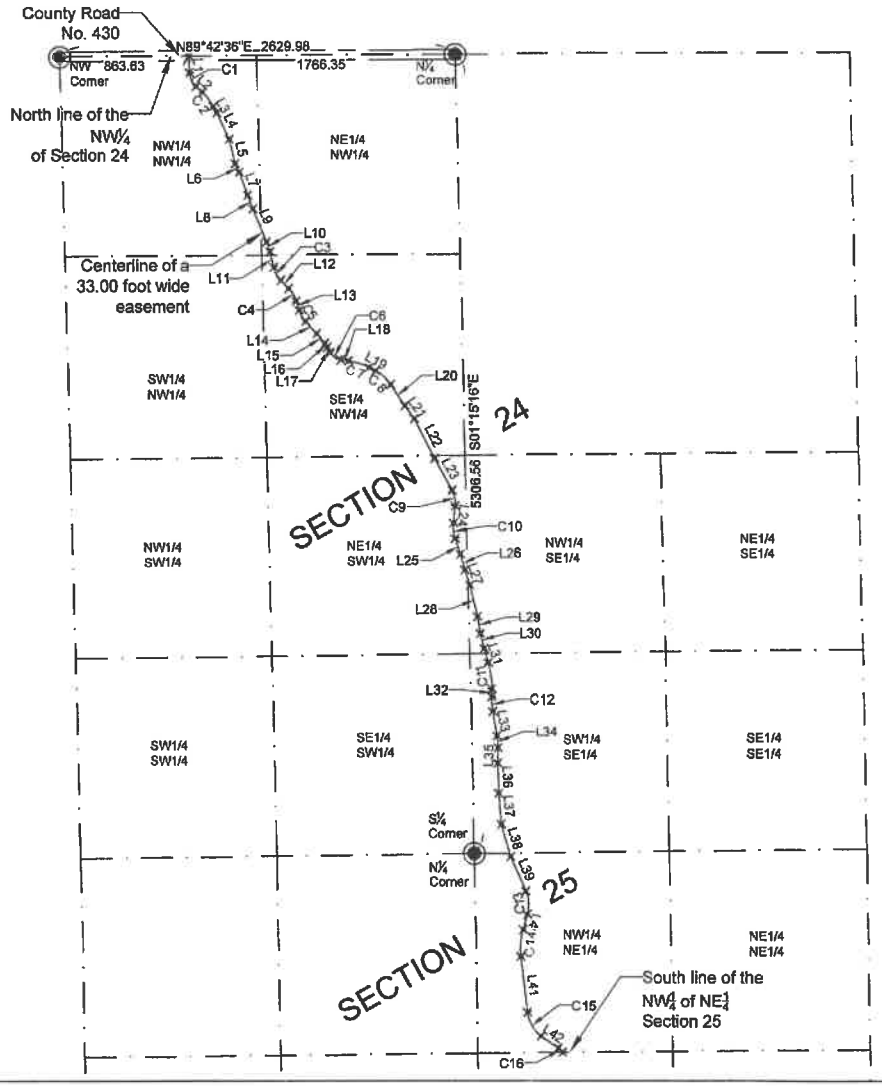
minutes 54 seconds West, tangent to curve, a distance of 113.46 feet; thence southerly 105.75 feet, along a tangential curve, concave to the east, with a central angle of 24 degrees 14 minutes 10 seconds, and a radius 250.00 feet; thence South 18 degrees 07 minutes 16 seconds East, tangent to curve, a distance of 110.14 feet; thence South 15 degrees 16 minutes 13 seconds East 109.72 feet; thence South 18 degrees 38 minutes 58 seconds East 105.33 feet; thence South 13 degrees 26 minutes 08 seconds East 218.72 feet; thence South 08 degrees 50 minutes 08 seconds East 115.90 feet; thence South 14 degrees 06 minutes 50 seconds East 102.44 feet; thence South 16 degrees 22 minutes 16 seconds East 101.07 feet; thence southerly 176.86 feet, along a tangential curve, concave to the west, with a central angle of 18 degrees 25 minutes 27 seconds, and a radius of 550.00 feet; thence South 02 degrees 03 minutes 11 seconds West, tangent to curve, a distance of 51.03 feet; thence southerly 98.29 feet, along a tangential curve, concave to the east, with a central angle 11 degrees 58 minutes 55 seconds, and a radius of 470.00 feet; thence South 09 degrees 55 minutes 44 seconds East, tangent to curve, a distance of 164.90 feet; thence South 05 degrees 51 minutes 15 seconds East 80.26 feet; thence South 01 degrees 33 minutes 29 seconds West 101.15 feet; thence South 01 degrees 45 minutes 19 seconds East 199.03 feet; thence South 05 degrees 29 minutes 54 seconds East 205.50 feet; thence South 15 degrees 57 minutes 35 seconds East 222.99 feet; thence South 24 degrees 01 minutes 14 seconds East 246.68 feet; thence southerly 157.57 feet, along a tangential curve, with a central angle of 40 degrees 07 minutes 28 seconds, and a radius of 225.00 feet; thence South 16 degrees 06 minutes 14 seconds West, tangent to curve, a distance of 102.98 feet; thence southerly 179.35 feet, along a tangential curve, concave to the east, with a central angle of 23 degrees 05 minutes 32 seconds, with a radius of 445.00 feet; thence South 06 degrees 59 minutes 18 seconds East, tangent to curve, a distance of 373.16 feet; thence southeasterly 190.32 feet, along a tangential curve, concave to the northeast, with a central angle of 48 degrees 27 minutes 53 seconds, and a radius of 225.00 feet; thence South 55 degrees 27 minutes 11 seconds East, tangent to curve, a distance of 139.05 feet; thence southeasterly 41.48 feet, more or less, along a tangential curve, concave to the southwest, with a central angle of 21 degrees 48 minutes 17 seconds, and a radius of 109.00 feet, to the South line of the Northwest Quarter of the Northeast Quarter of said Section 25 and then said centerline terminates.

The side lines of said 33.00 foot wide easement shall be prolonged or shortened at the North line of the Northwest Quarter of said Section 24, and at the South line of the Northwest Quarter of the Northeast Quarter of said Section 25.

EXHIBIT B

SKETCH AND DESCRIPTION

FOR ITASCA COUNTY LAND DEPARTMENT
PARTS OF SECTION 24, TOWNSHIP 53 NORTH, RANGE 24 WEST, AND THE NORTHWEST QUARTER OF THE NORTHEAST OF SECTION 25, TOWNSHIP 53 NORTH, RANGE 24 WEST, ITASCA COUNTY, MINNESOTA



Line Table		
Line #	Length	Direction
L1	109.84	S02°32'05"E
L2	56.42	S47°48'47"E
L3	59.00	S27°42'21"E
L4	194.86	S25°18'10"E
L5	167.00	S13°25'05"E
L6	63.78	S25°14'42"E
L7	162.29	S19°49'59"E
L8	97.53	S20°56'03"E
L9	239.96	S22°04'26"E
L10	67.21	S19°41'59"E
L11	108.32	S12°14'07"E
L12	73.90	S45°21'31"E
L13	64.46	S17°05'11"E
L14	109.17	S42°43'03"E
L15	84.28	S39°23'13"E
L16	29.17	S34°57'48"E
L17	39.54	S30°08'51"E
L18	52.14	S82°04'19"E
L19	48.22	S62°08'44"E
L20	166.83	S33°32'12"E

Line Table		
Line #	Length	Direction
L21	107.16	S35°50'32"E
L22	291.39	S26°58'04"E
L23	244.27	S28°28'21"E
L24	113.48	S06°06'54"W
L25	110.14	S16°07'16"E
L26	109.72	S15°16'13"E
L27	105.33	S18°38'58"E
L28	218.72	S13°26'08"E
L29	115.90	S08°50'08"E
L30	102.44	S14°06'50"E
L31	101.07	S18°22'18"E
L32	51.03	S02°03'11"W
L33	164.80	S09°55'44"E
L34	80.26	S05°51'15"E
L35	101.15	S01°33'26"W
L36	199.03	S01°45'19"E
L37	205.50	S05°29'54"E
L38	222.69	S15°57'35"E
L39	246.68	S24°01'14"E
L40	102.98	S15°06'14"W

Line Table		
Line #	Length	Direction
L41	373.16	S06°59'18"E
L42	139.05	S55°27'11"E

Curve Table			
Curve #	Length	Radius	Delta
C1	102.73	130.00	45°16'42"
C2	119.32	340.00	20°06'27"
C3	101.17	175.00	33°07'24"
C4	98.22	195.00	28°16'20"
C5	85.00	190.00	25°37'52"
C6	87.00	96.00	51°55'28"
C7	144.33	415.00	19°55'35"
C8	137.31	275.00	28°36'32"
C9	105.84	175.00	34°35'15"
C10	105.75	250.00	24°14'10"
C11	176.68	550.00	18°25'27"
C12	98.29	470.00	11°58'55"
C13	157.57	225.00	40°07'28"
C14	179.35	445.00	23°05'32"
C15	150.32	225.00	48°27'53"
C16	41.48	109.00	21°48'17"

N

0 100 200

1 inch = 200 feet

Basis of Bearings:

Itasca County
South Zone Coordinate System
NAD 1983 (1996)

Legend
◉ Itasc County Monument
X Calculated position

"MAPPING SPECIALISTS & CONSERVATORS OF THE PUBLIC LAND SURVEY SYSTEM"

ITASCA COUNTY

Department of Surveying and Mapping

123 N.E. 4th Street, Courthouse Room 156,
Grand Rapids, Minnesota, 55744

218-327-2854

8:00 AM to 4:30 PM, Monday - Friday

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

May 19, 2021

Guy T. Carlson
MN License No. 40991

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

Tuesday, August 17, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1734

DEPARTMENT: Land Department
PRESENTER: Sara Thompson

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Bowstring Connection Snowmobile Trail Limited Use Permit Amendment

BOARD ACTION REQUESTED:
Adopt the Resolution Re: Authorizing Execution of Limited Use Permit #3107-0032 between Itasca County and the Commissioner of Transportation, State of Minnesota and authorize necessary signatures.

BACKGROUND:
The alignment for the Bowstring Connection Snowmobile Trail has been updated and extended onto Trunk Highway #6 Right of Way. The existing authorized Limited Use permit has been amended and a new resolution must be adopted to complete the process for the permit.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Updated Proposed Bowstring Connection Trail
2. 12-12-2017 Resolution 2017-67
3. Limited Use Pemit 3107-0032

08/17/2021

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 08/24/2021 2:30 PM**

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, August 17, 2021

RESOLUTION

RE: AUTHORIZING EXECUTION OF LIMITED USE PERMIT #3107-0032 BETWEEN ITASCA COUNTY AND THE COMMISSIONER OF TRANSPORTATION, STATE OF MINNESOTA

WHEREAS, the Itasca County Board of Commissioners adopted Resolution #2017-67 regarding the limited use permit #3107-0022 by the Commissioner of Transportation, State of Minnesota, for the Bowstring Connection Snowmobile Trail on December 12, 2017; and

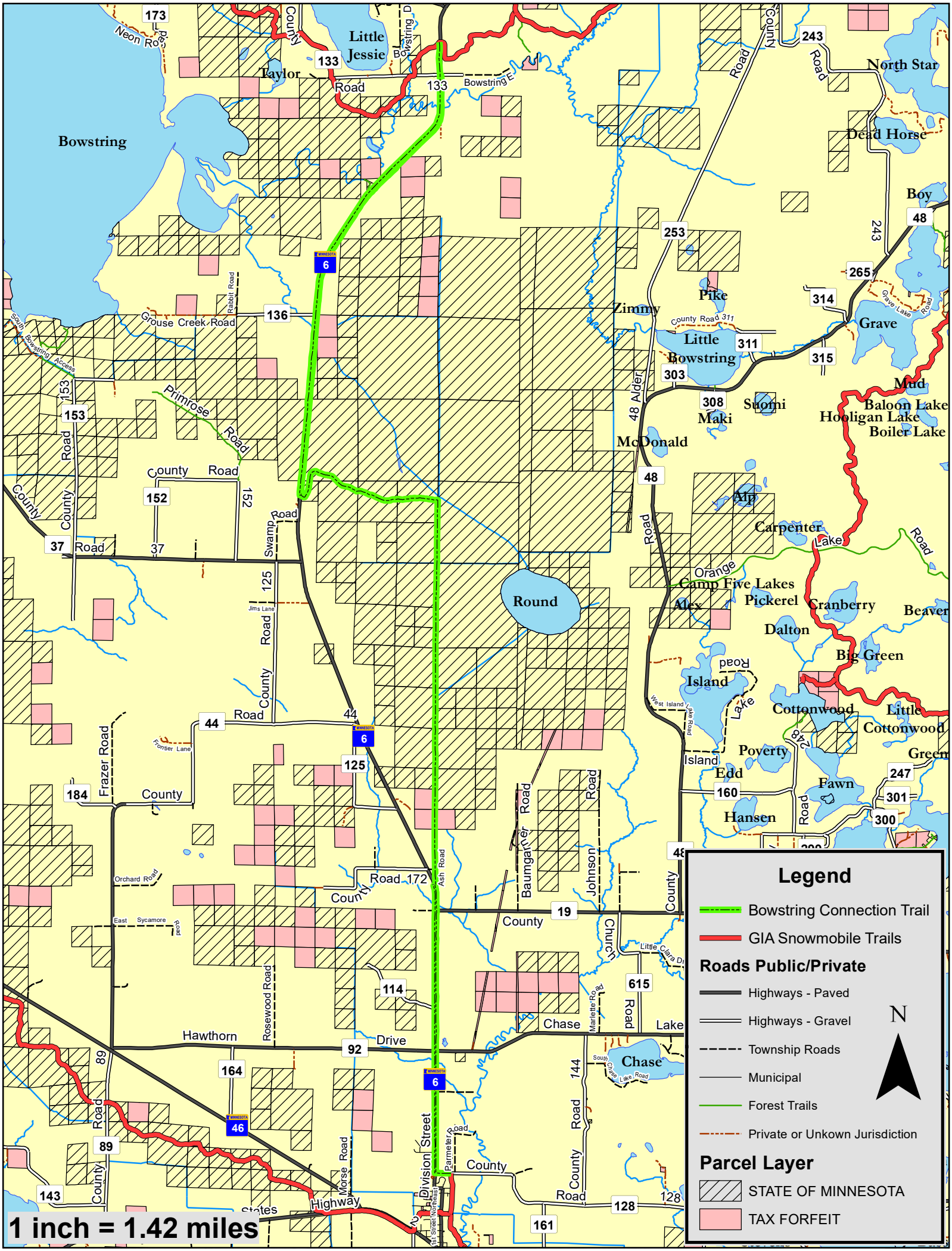
WHEREAS, the Itasca County Land Department, in coordination with the Bushwackers Snowmobile Club will construct, maintain, and operate a snowmobile trail in the right of way of Trunk Highway #6; and

WHEREAS, the Itasca County Board of Commissioners wishes to enter into the amended agreement with the Minnesota Department of Transportation providing for the limited use of certain right of way of Trunk Highway #6; and

WHEREAS, the State of Minnesota, through the Minnesota Department of Transportation, will grant a Limited Use Permit to Itasca County within the right of way of Trunk Highway #6; and

WHEREAS, the Itasca County Board of Commissioners does hereby authorize the County of Itasca to enter into the amended agreement with the Commissioner of Transportation of the State of Minnesota providing limited use, under the terms and conditions set forth therein of certain right of way of Trunk Highway #6.

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


Bowstring
Little Jessie
Taylor
Neon Road
Bowstring Dr
Bowstring E
Road
County
133
173
243
North Star
Dead Horse
Boy
48
253
265
Pike
314
Zimmy
County Road 311
Grave
Grave Lake Road
Little Bowstring
311
315
303
308
Maki
Suomi
Mud
Baloon Lake
Hooligan Lake
Boiler Lake
48 Alder
McDonald
Alp
Carpenter Lake
Orange
Camp Five Lakes
Pickerel
Alex
Cranberry
Beaver
Dalton
Big Green
Island
Lake
Cottonwood
Little Cottonwood
Poverty
Edd
Fawn
Hansen
247
160
301
300
248
Green
Round
6
136
Grouse Creek Road
Rabbit Road
South Bowstring Access
Primrose Road
153
152
37
Swamp Road
125
Jims Lane
44
Frontier Lane
184
Frazer Road
Orchard Road
East Sycamore Road
Rosewood Road
Ash Road
Baumgartner Road
Johnson Road
Church Road
Little Clara Dr
172
19
114
615
Marlette Road
Chase
Lake
Hawthorn
Drive
92
164
89
46
144
South Chase Lake Road
Division Street
Parmeter Road
Morse Road
143
States
Highway
161
128
Legend
Bowstring Connection Trail
GIA Snowmobile Trails
Roads Public/Private
Highways - Paved
Highways - Gravel
Township Roads
Municipal
Forest Trails
Private or Unkown Jurisdiction
Parcel Layer
STATE OF MINNESOTA
TAX FORFEIT
N
1 inch = 1.42 miles

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

December 12, 2017
Regular Meeting

RESOLUTION 2017-67

RE: AUTHORIZING EXECUTION OF LIMITED USE PERMIT #3107-0022 BETWEEN ITASCA COUNTY AND THE COMMISSIONER OF TRANSPORTATION, STATE OF MINNESOTA.

WHEREAS, the Itasca County Land Department in coordination with the Bushwackers Snowmobile Club will construct, maintain, and operate a snowmobile trail in the right of way of Trunk Highway #6; and

***WHEREAS*,** the Itasca County Board of Commissioners wishes to enter into an agreement with the Minnesota Department of Transportation providing for the limited use of certain right of way of Trunk Highway #6; and

WHEREAS, the State of Minnesota, through the Minnesota Department of Transportation, will grant a Limited Use Permit to Itasca County within the right of way of Trunk Highway #6.

***WHEREAS*,** the Itasca County Board of Commissioners does hereby authorize the County of Itasca to enter into an agreement with the Commissioner of Transportation of the State of Minnesota providing limited use, under the terms and conditions set forth therein of certain right of way of Trunk Highway #6.

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

RESULT:	**ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER:	Burl Ives, District #4
SECONDER:	Leo Trunt, District #3
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives
ABSENT:	District #5

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 12th day of December A.D. 2017 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 12th day of December A.D. 2017

Administrator

By _____ Deputy

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION

LIMITED USE PERMIT

C.S. 3107 (T.H. 6)
County of Itasca
LUP # 3107-0032
Permittee: Itasca County
Expiration Date: 07/31/2031

In accordance with Minnesota Statutes Section 161.434, the State of Minnesota, through its Commissioner of Transportation, ("MnDOT"), hereby grants a Limited Use Permit (the "LUP") to Itasca County, ("Permittee"), to use the area within the right of way of Trunk Highway No. 6 as shown in red on Exhibit "A", (the "Area") attached hereto and incorporated herein by reference. This Limited Use Permit is executed by the Permittee pursuant to resolution, a certified copy of which is attached hereto as Exhibit B.

Snowmobile Trail - Nighttime, Two Way Use

The Permittee's use of the Area is limited to only the constructing, maintaining and operating a snowmobile trail ("Facility")...Nighttime two-way use is authorized in the opinion of the Minnesota Department of Transportation District Traffic Engineer, DNR Enforcement Office and District State Patrol Office. It has been deemed safer to use only one side of the road for two way snowmobile traffic. This decision averts the need for trail users driving in the opposite direction to cross the road twice to avoid oncoming snowmobile trail traffic. This LUP is unique to other trail permits. The definition and operation of snowmobiles shall be in accordance with Minnesota Statutes §84.81 and §84.87. Approved signs must be in accordance with Minnesota Rules for the Department of Natural Resources §6100.5300 and §6102.0060 and also in accordance with "Minnesota Snowmobile Safety, Laws, Rules and Regulations".

The permittee agrees that this permit totally replaces and supersedes the previously issued permit affecting the Area, specifically: Permit #3107-0022 was issued on January 11, 2018 on CS 3107 (TH 6). Upon issuance of this permit, the earlier issued permit is cancelled.

In addition, the following special provisions shall apply:

SPECIAL PROVISIONS

1. TERM. This LUP terminates at 11:59PM on 07/31/2031 (“Expiration Date”) subject to the right of cancellation by MnDOT, with or without cause, by giving the Permittee ninety (90) days written notice of such cancellation. This LUP will not be renewed except as provided below.

   Provided this LUP has not expired or terminated, MnDOT may renew this LUP for a period of up to ten (10) years, provided Permittee delivers to MnDOT, not later than ninety (90) days prior to the Expiration Date, a written request to extend the term. Any extension of the LUP term will be under the same terms and conditions in this LUP, provided:

   (a) At the time of renewal, MnDOT will review the Facility and Area to ensure the Facility and Area are compatible with the safe and efficient operation of the highway and the Facility and Area are in good condition and repair. If, in MnDOT’s sole determination, modifications and repairs to the Facility and Area are needed, Permittee will perform such work as outlined in writing in an amendment of this LUP; and
   (b) Permittee will provide to MnDOT a certified copy of the resolution from the applicable governmental body authorizing the Permittee’s use of the Facility and Area for the additional term.

   If Permittee’s written request to extend the term is not timely given, the LUP will expire on the Expiration Date.

   Permittee hereby voluntarily releases and waives any and all claims and causes of action for damages, costs, expenses, losses, fees and compensation arising from or related to any cancellation or termination of this LUP by MnDOT. Permittee agrees that it will not make or assert any claims for damages, costs, expenses, losses, fees and compensation based upon the existence, cancellation or termination of the LUP. Permittee agrees not to sue or institute any legal action against MnDOT based upon any of the claims released in this paragraph.

2. REMOVAL. Upon the Expiration Date or earlier termination, at the Permittee’s sole cost and expense Permittee will:

   (a) Remove the Facility and restore the Area to a condition satisfactory to the MnDOT District Engineer; and
   (b) Surrender possession of the Area to MnDOT.

   If, without MnDOT’s written consent, Permittee continues to occupy the Area after the Expiration Date or earlier termination, Permittee will remain subject to all conditions, provisions, and obligations of this LUP, and further, Permittee will pay all costs and expenses, including attorney’s fees, in any action brought by MnDOT to remove the Facility and the Permittee from the Area.

3. CONSTRUCTION. The construction, maintenance, and supervision of the Facility shall be at no cost or expense to MnDOT.

Before construction of any kind, the plans for such construction shall be approved in writing by the MnDOT's District Engineer. Approval in writing from MnDOT District Engineer shall be required for any changes from the approved plan.

The Permittee will construct the Facility at the location shown in the attached Exhibit "A", and in accordance with MnDOT-approved plans and specifications. Further, Permittee will construct the Facility using construction procedures compatible with the safe and efficient operation of the highway.

Upon completion of the construction of the Facility, the Permittee shall restore all disturbed slopes and ditches in such manner that drainage, erosion control and aesthetics are perpetuated.

The Permittee shall preserve and protect all utilities located on the lands covered by this LUP at no expense to MnDOT and it shall be the responsibility of the Permittee to call the Gopher State One Call System at 1-800-252-1166 at least 48 hours prior to performing any excavation.

Any crossings of the Facility over the trunk highway shall be perpendicular to the centerline of the highway and shall provide and ensure reasonable and adequate stopping sight distance.

4. MAINTENANCE. Any and all maintenance of the Facility shall be provided by the Permittee at its sole cost and expense, including, but not limited to, plowing and removal of snow and installation and removal of regulatory signs. No signs shall be placed on any MnDOT or other governmental agency sign post within the Area. MnDOT will not mark obstacles for users on trunk highway right of way.

5. USE. Other than as identified and approved by MnDOT, no permanent structures or no advertising devices in any manner, form or size shall be allowed on the Area. No commercial activities shall be allowed to operate upon the Area.

   Any use permitted by this LUP shall remain subordinate to the right of MnDOT to use the property for highway and transportation purposes. This LUP does not grant any interest whatsoever in land, nor does it establish a permanent park, recreation area or wildlife or waterfowl refuge. No rights to relocation benefits are established by this LUP.

   This LUP is non-exclusive and is granted subject to the rights of others, including, but not limited to public utilities which may occupy the Area.

6. APPLICABLE LAWS. This LUP does not release the Permittee from any liability or obligation imposed by federal law, Minnesota Statutes, local ordinances, or other agency regulations relating thereto and any necessary permits relating thereto shall be applied for and obtained by the Permittee.

Permittee at its sole cost and expense, agrees to comply with, and provide and maintain the Area, Facilities in compliance with all applicable laws, rules, ordinances and regulations issued by any federal, state or local political subdivision having jurisdiction and authority in connection with said Area including the Americans with Disabilities Act ("ADA"). If the Area and Facilities are not in compliance with the ADA or other applicable laws MnDOT may enter the Area and perform such obligation without liability to Permittee for any loss or damage to Permittee thereby incurred, and Permittee shall reimburse MnDOT for the cost thereof, plus 10% of such cost for overhead and supervision within 30 days of receipt of MnDOT's invoice.

7. CIVIL RIGHTS. The Permittee for itself, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event improvements are constructed, maintained, or otherwise operated on the Property described in this Limited Use Permit for a purpose for which a MnDOT activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Permittee will maintain and operate such improvements and services in compliance with all requirements imposed by the Acts and Regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation, Federal Highway Administration, (as may be amended) such that no person on the grounds of race, color, national origin, sex, age, disability, income-level, or limited English proficiency will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said improvements.

8. SAFETY. MnDOT shall retain the right to limit and/or restrict any activity, including the parking of vehicles and assemblage of Facility users, on the highway right of way over which this LUP is granted, so as to maintain the safety of both the motoring public and Facility users.

9. ASSIGNMENT. No assignment of this LUP is allowed.

10. IN WRITING. Except for those which are set forth in this LUP, no representations, warranties, or agreements have been made by MnDOT or Permittee to one another with respect to this LUP.

11. ENVIRONMENTAL. The Permittee shall not dispose of any materials regulated by any governmental or regulatory agency onto the ground, or into any body of water, or into any container on the State's right of way. In the event of spillage of regulated materials, the Permittee shall notify in writing MnDOT's District Engineer and shall provide for cleanup of the spilled material and of materials contaminated by the spillage in accordance with all applicable federal, state and local laws and regulations, at the sole expense of the Permittee.

12. MECHANIC'S LIENS. The Permittee (for itself, its contractors, subcontractors, its materialmen, and all other persons acting for, through or under it or any of them), covenants that no laborers', mechanics', or materialmens' liens or other liens or claims of any kind whatsoever shall be filed or maintained by it or by any subcontractor, materialmen or other person or persons acting for, through or under it or any of them against the work and/or against said lands, for or on account

of any work done or materials furnished by it or any of them under any agreement or any amendment or supplement thereto.

13. NOTICES. All notices which may be given, by either party to the other, will be deemed to have been fully given when served personally on MnDOT or Permittee or when made in writing addressed as follows: to Permittee at:

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

and to MnDOT at:

State of Minnesota
Department of Transportation
District 1 Right of Way
1123 Mesaba Avenue
Duluth, MN 55811

The address to which notices are mailed may be changed by written notice given by either party to the other.

14. INDEMNITY. Permittee shall indemnify, defend to the extent authorized by the Minnesota Attorney General's Office, hold harmless and release the State of Minnesota, its Commissioner of Transportation and employees and any successors and assigns of the foregoing, from and against:

(a) all claims, demands, and causes of action for injury to or death of persons or loss of or damages to property (including Permittee's property) occurring on the Facility or connected with Permittee's use and occupancy of the Area, except when such injury, death, loss or damage is caused solely by the negligence of State of Minnesota, but including those instances where the State of Minnesota is deemed to be negligent because of its failure to supervise, inspect or control the operations of Permittee or otherwise discover or prevent actions or operations of Permittee giving rise to liability to any person;

(b) claims arising or resulting from the temporary or permanent termination of Facility user rights on any portion of highway right of way over which this LUP is granted;

(c) claims resulting from temporary or permanent changes in drainage patterns resulting in flood damages;

(d) any laborers', mechanics', or materialmens' liens or other liens or claims of any kind whatsoever filed or maintained for or on account of any work done or materials furnished; and

(e) any damages, testing costs and clean-up costs arising from spillage of regulated materials attributable to the construction, maintenance or operation of the Facility.

MINNESOTA DEPARTMENT

OF TRANSPORTATION

RECOMMENDED FOR APPROVAL

By:_____
District Engineer

Date_____

ITASCA COUNTY

By_____

Its
_____

And_____

Its
_____

APPROVED BY:

COMMISSIONER OF TRANSPORTATION

By:_____
Director, Office of Land Management

Date_____

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

LIMITTED USE PERMIT

LUP# 3107-0032

EXHIBIT A

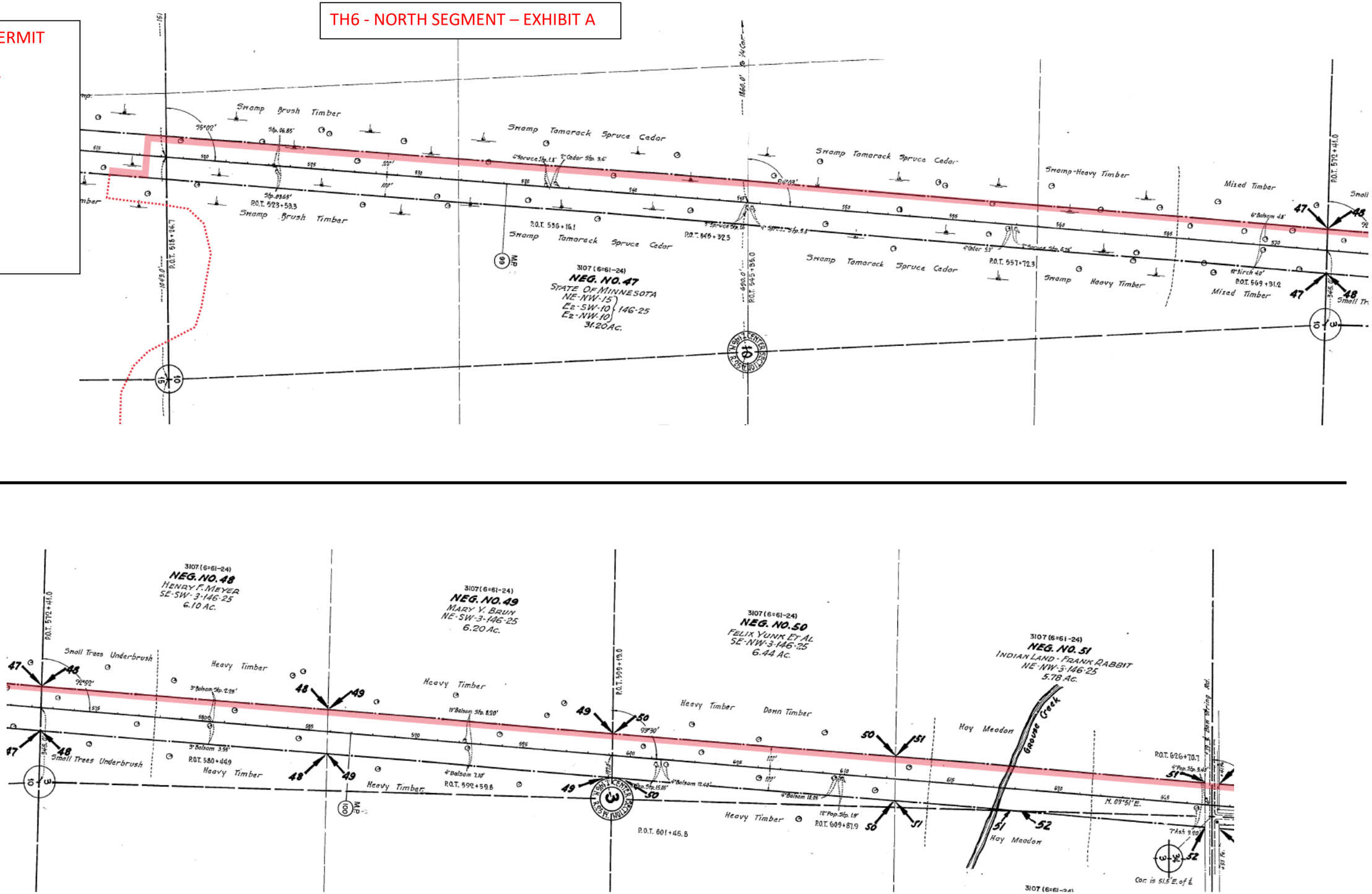
T.H. 6

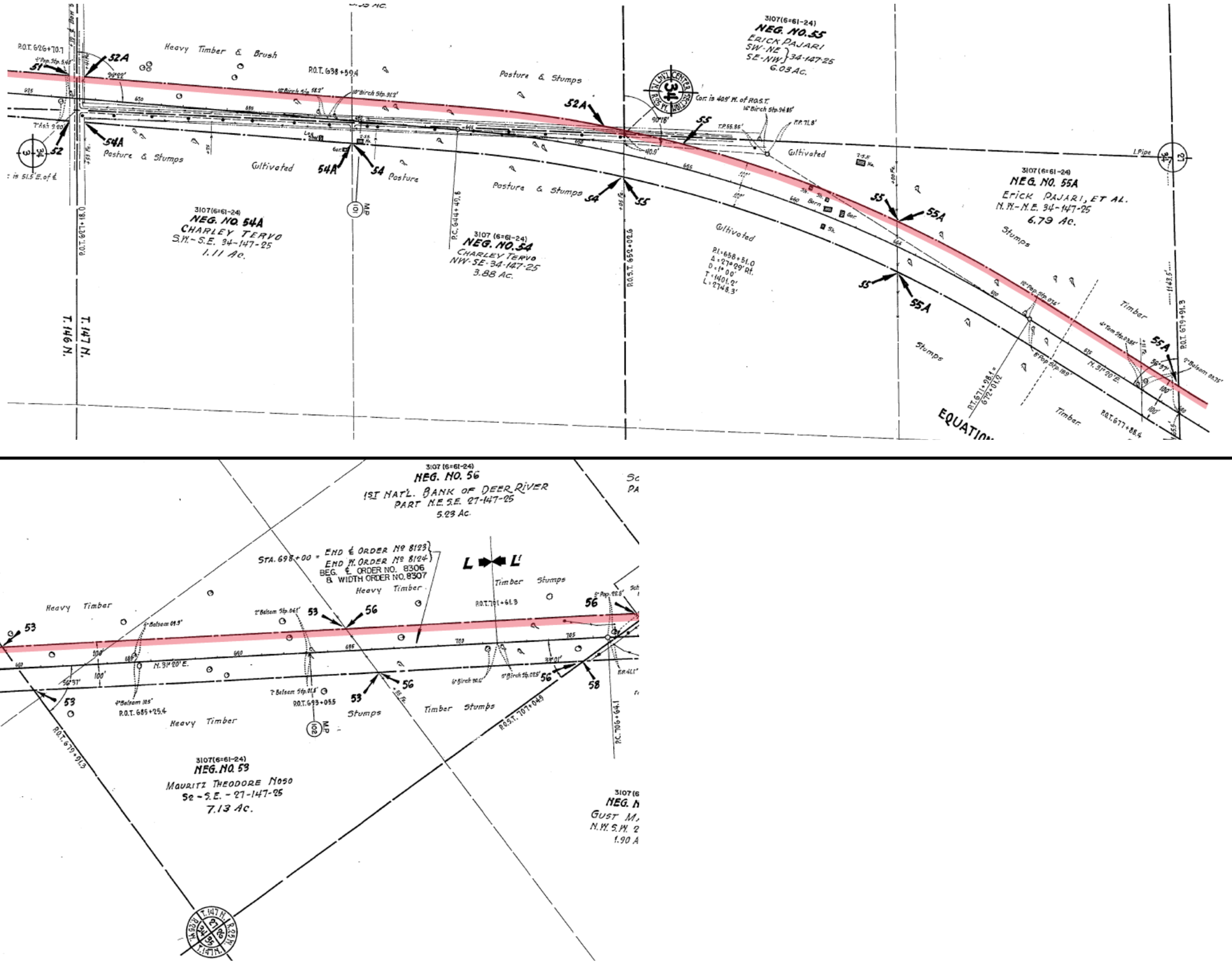
C.S. 3107

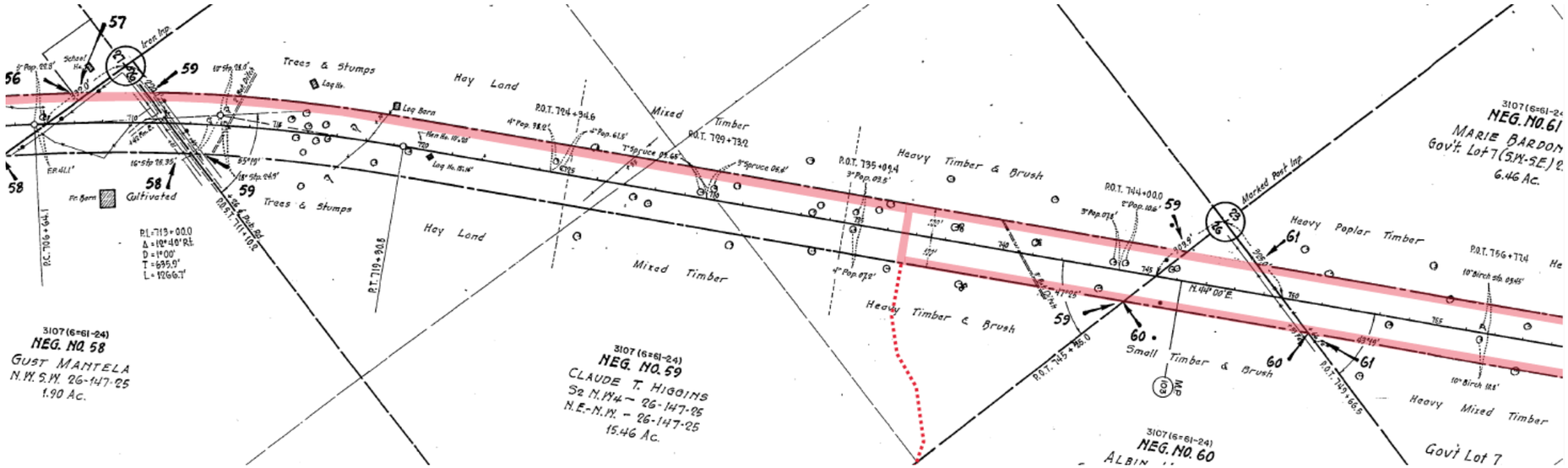
ITASCA COUNTY

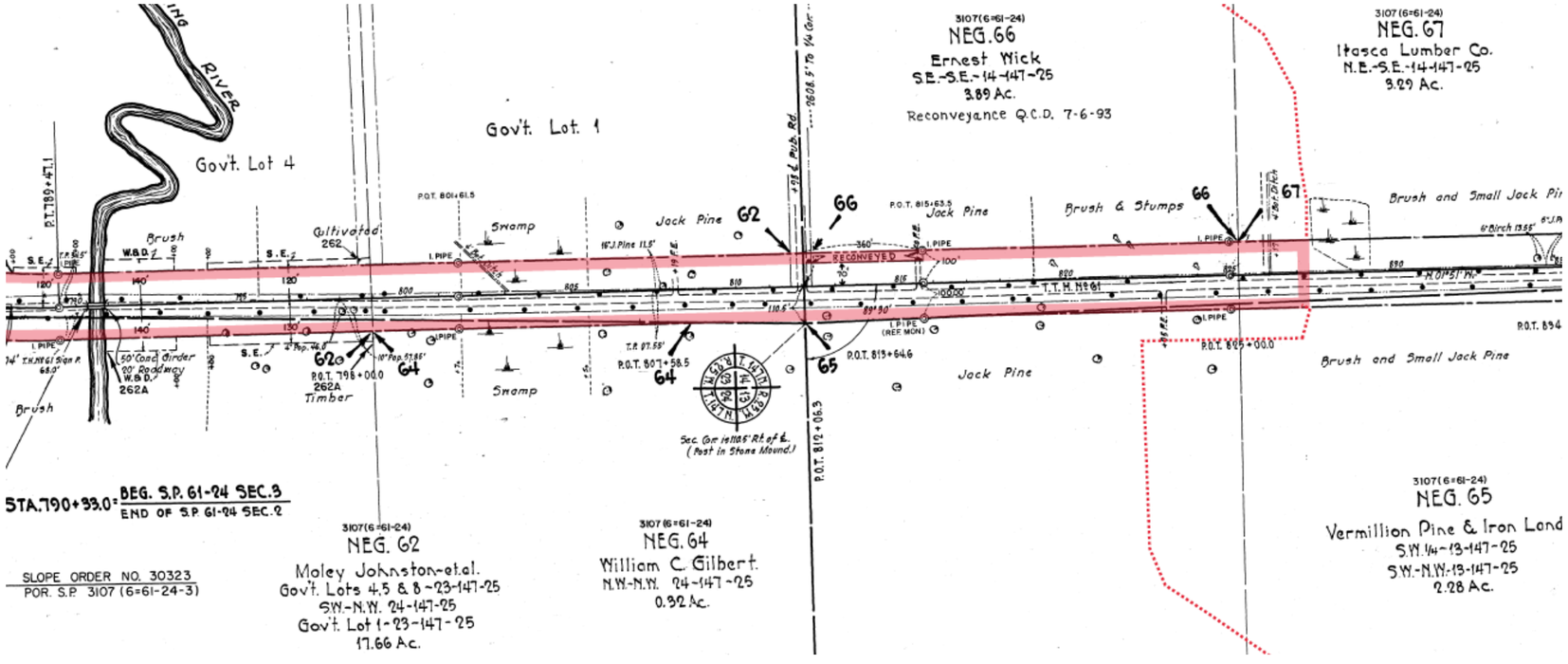
JULY 21, 2021

TH6 - NORTH SEGMENT – EXHIBIT A

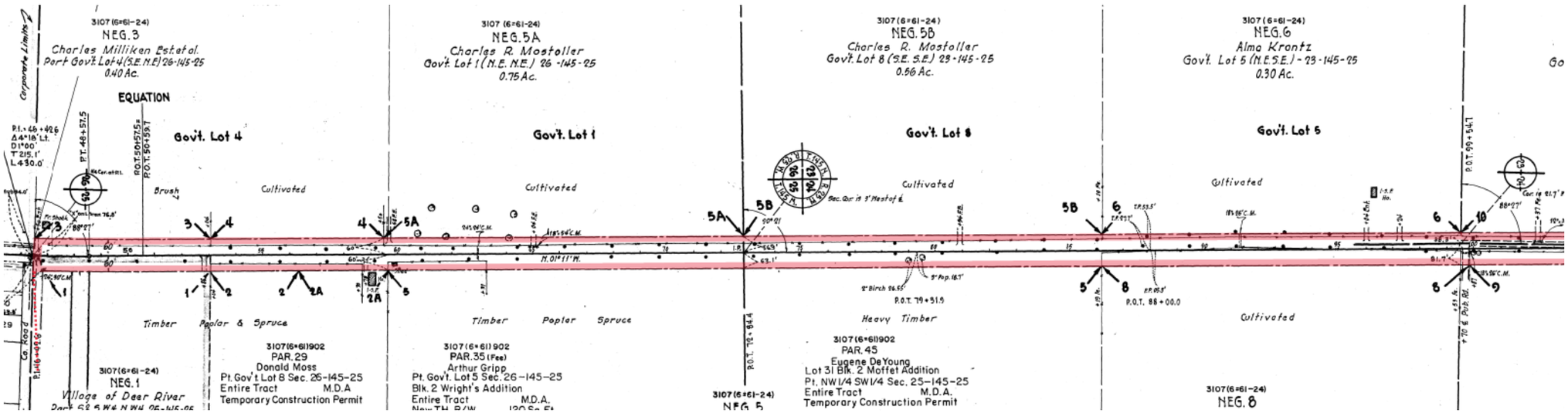


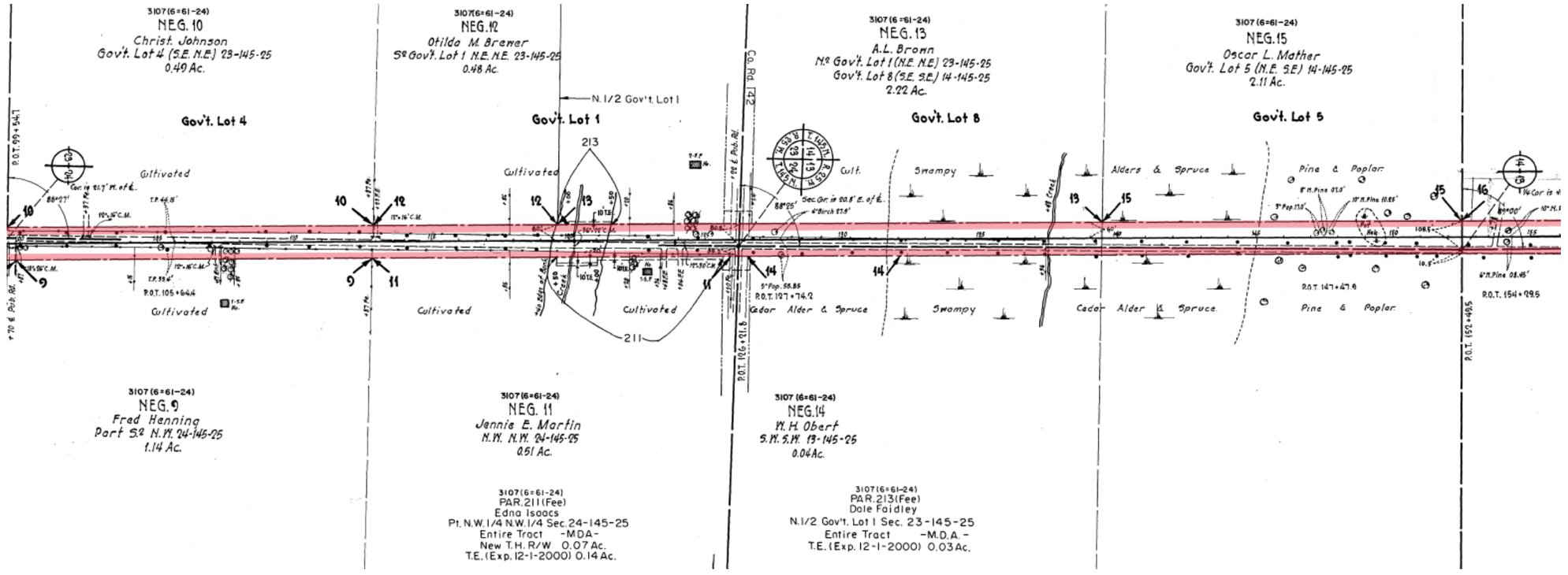

3107(6=61-24)
NEG. NO. 55
ERICK PAJARI
SW-NE
SE-NW } 34-147-25
6.03 Ac.
3107(6=61-24)
NEG. NO. 55A
ERICK PAJARI, ET AL.
N.W.-N.E. 34-147-25
6.79 Ac.
3107(6=61-24)
NEG. NO. 54A
CHARLEY TERVO
S.W.-S.E. 34-147-25
1.11 Ac.
3107 (6=61-24)
NEG. NO. 54
CHARLEY TERVO
NW-SE-34-147-25
3.88 Ac.
3107(6=61-24)
NEG. NO. 56
1ST NAT'L. BANK OF DEER RIVER
PART N.E. S.E. 27-147-25
5.23 Ac.
3107(6=61-24)
NEG. NO. 53
MAURITI THEODORE N050
Se - S.E. - 27-147-25
7.13 Ac.
T. 146 N.
T. 147 N.
Heavy Timber & Brush
Pasture & Stumps
Cultivated
Timber
Stumps
EQUATION
STA. 698+00 = END E ORDER Nº 8123 END W. ORDER Nº 8124
BEG. E. ORDER NO. 8306
& WIDTH ORDER NO. 8307
P.O.T. 626+70.1
P.O.T. 677+18.0
P.O.T. 638+59.4
P.O.S.T. 650+06.6
P.O.T. 679+91.3
P.O.T. 677+88.4
P.C. 644+40.8
P.C. 706+64.1
P.I. 658+51.0
Δ = 27°29' Rt.
D = 1° 0'
T = 1401.2'
L = 2748.3'
Cor. is 40.5' N. of P.O.S.T.
90°18'
N. 31°00' E.
56°57'
33°01'
MP
L
L'


3107 (6=61-24)
NEG. NO. 58
GUST MANTELA
N.W. S.W. 26-147-25
1.90 Ac.
3107 (6=61-24)
NEG. NO. 59
CLAUDE T. HIGGINS
S2 N.W4 - 26-147-25
N.E-N.W. - 26-147-25
15.46 Ac.
3107 (6=61-24)
NEG. NO. 60
ALBIN
3107 (6=61-24)
NEG. NO. 61
MARIE BARDONSKI
Gov't. Lot 7 (S.W.-S.E.) 23-147-25
6.46 Ac.
Gov't Lot 7
Heavy Mixed Timber
Heavy Poplar Timber
Heavy Timber & Brush
Small Timber & Brush
Hay Land
Mixed Timber
Trees & Stumps
Cultivated
Marked Post 1/27
Iron Inp.
N. 44° 00' E.
P.O.T. 744+00.0
P.O.T. 745+38.0
P.O.T. 749+66.5
P.O.T. 756+77.4
P.O.T. 795+09.4
P.O.T. 709+73.2
P.O.T. 704+34.6
P.O.T. 710+90.8
P.C. 716+44.1
P.I. 713+00.0
Δ = 10°-40' Rt.
D = 1°00'
T = 695.9'
L = 1266.7'
P.I. 782+86.6
Δ = 45°-51' Lt.
D = 3° 00'
T = 607.3'
L = 1528.3'
P.C. 771+78.8
P.O.T. 761+00.0
P.O.S.T. 777+00.0
Govt Lot 5
Govt Lot 7
Marked Post 1/27
Iron Inp.
Stone Mound
Brush
Fence
Temp. B.M. No. 61
Elev. 1146.5' Above of P.O.S.T.
14 Cor. 16.0' E. of P.O.S.T.
63


ING RIVER
Gov't. Lot 4
Gov't. Lot 1
Brush
Cultivated
262
Swamp
Jack Pine
Brush & Stumps
Brush and Small Jack Pine
Timber
Jack Pine
Swamp
Brush and Small Jack Pine
P.T. 789+47.1
P.O.T. 801+61.5
16" J. Pine 11.5' N.E.
T.T. H. No 61
P.O.T. 815+63.5
P.O.T. 798+00.0
262A
T.R. 97.55'
P.O.T. 807+58.5
P.O.T. 813+64.6
P.O.T. 812+06.3
P.O.T. 825+00.0
P.O.T. 834
Sec. Cor. is 1105' Rt. of &
(Post in Stone Mound)
50' Coal Cinder
22' Roadway
W.B.D.
262A
I. PIPE
(REF MON)
3107(6-61-24)
NEG. 66
Ernest Wick
S.E.-S.E.-14-147-25
3.89 Ac.
Reconveyance Q.C.D. 7-6-93
3107(6-61-24)
NEG. 67
Itasca Lumber Co.
N.E.-S.E.-14-147-25
3.29 Ac.
3107(6-61-24)
NEG. 62
Moley Johnston-et.al.
Gov't. Lots 4,5 & 8-23-147-25
S.W.-N.W. 24-147-25
Gov't. Lot 1-23-147-25
17.66 Ac.
3107(6-61-24)
NEG. 64
William C. Gilbert.
N.W.-N.W. 24-147-25
0.32 Ac.
3107(6-61-24)
NEG. 65
Vermillion Pine & Iron Land
S.W.1/4-13-147-25
S.W.-N.W.-13-147-25
2.28 Ac.
STA. 790+33.0 = BEG. S.P. 61-24 SEC. 3
END OF S.P. 61-24 SEC. 2
SLOPE ORDER NO. 30323
POR. S.P. 3107 (6-61-24-3)

TH6 – SOUTH SEGMENT – EXHIBIT A





3107 (6=61-24)
NEG. 16
Richard F. Beall Est. et al.
Gov't. Lot 4 (S.E. N.E.) 14-145-25
2.00 Ac.

3107 (6=61-24)
NEG. 18
R. F. Beall Est. et al.
Gov't. Lot 1 (N.E. N.E.) 14-145-25
1.43 Ac.

3107 (6=61-24)
NEG. 20
Edgar J. Markham Est. et al.
S½ Gov't. Lot 5 N.E. S.E.)
Gov't. Lot 8 S.E. S.E.) 11-145-25
1.90 Ac.

3107 (6=61-24)
NEG. 21
Veronica O'Higgins
N.½ Gov't. Lot 5 (N.E. S.E.) 11-145-25
0.73 Ac.

Gov't. Lot 4

Gov't. Lot 1

Gov't. Lot 8

Gov't. Lot 5

Alders Tamarack & Spruce

Swamp

Poplar Spruce & Alders

Poplar & Spruce

Cultivated

Meadow

Cultivated

Brush & Alders

Swamp

Cedar & Poplar

Alders Tamarack Spruce

Poplar & Spruce

Cultivated

Cultivated

Poplar & Pine

Cultivated

Swamp

Pot Hole

Barn

P.O.T. 150+09.5

P.O.T. 154+09.5

P.O.T. 152+49.5

P.O.T. 178+77.0

P.O.T. 179+14.9

P.O.T. 187+19.9

P.O.T. 195+07.8

P.O.T. 1004+95.9

P.C. 186+07.8
Δ 0°24'11"
D 0°05'
T 240.0'
L 480.0'

3107 (6=61-24)
NEG. 17
Robert Mather et al. Trustees
of Chic. Rock Island & Pac. Ry. Co.
W.½ N.W. 13-145-25
0.21 Ac.

3107 (6=61-24)
NEG. 19
W. F. Lusk
S.W. S.W. 12-145-25
0.41 Ac.

3107 (6=61-24)
NEG. 19A
W. F. Lusk
N.W. S.W. 12-145-25
0.23 Ac.

3107 (6=61-24)
NEG. 21
nica O'Higgins
Lot 5 (N.E. S.E.) 11-145-25
0.73 Ac.

3107 (6=61-24)
NEG. 22
L. C. Demeyere
Part Gov't. Lot 4 (S.E. N.E.)
Sec. 11-145-25
1.26 Ac.

3107 (6=61-24)
NEG. 26
S. S. Davis Est.
Gov't. Lot 1 (N.E. N.E.) 11-145-25
1.38 Ac.

Gov't. Lot 10 S.E. S.E. 2-145-25
5.73 Ac.

Gov't. Lot 10

Gov't. Lot 4

Gov't. Lot 1

Swamp

Cultivated

Meadow

Cultivated

Creek

Cemetery

Swamp

EQUATION

STA. 240+00

STA. 215+00

STA. 221+00

P.O.T. 1004+95.9

P.O.T. 1217+88.4

P.O.T. 1291+714.5

P.C. 218+16.0
Δ 0°35'
D 0°10'
T 175.0'
L 350.0'

P.C. 219+91.0

P.C. 220+87.5

P.C. 226+01.0

P.I. 1234+78.1
Δ 90°00'
D 9°00'
T 671.1'
L 1318.3'

AMD. WIDTH ORDER NO. 57662
POR. S.P. 3107 (6=61-24)

RELEASE NO. 11

3107 (6=61-24)
NEG. 23
Levin A. Demeyer
Part S.W. N.W. 12-145-25
0.19 Ac.

3107 (6=61-24)
NEG. 24
County of Itasca
Part S.W. N.W. 12-145-25
Part Gov't. Lot 4 (S.E. N.E.) 11-145-25
0.39 Ac.

3107 (6=61-24)
NEG. 25
Town of Deer River
W.½ N.W. N.W. 12-145-25
0.46 Ac.

3107 (6=61-24)
PAR. 224 (Fee)
County of Itasca
Pt. S.W. 1/4 N.W. 1/4 Sec. 12-145-25
Entire Tract -M.D.A.-
New T.H. R/W 0.02 Ac.
T.E. (Exp. 12-1-2000) 0.03 Ac.

3107 (6=61-24)
NEG. 27
Fred Trumpler
S.W. S.W. 1-145-25
0.08 Ac.

3107 (6=61-24)
PAR. 225 (Fee)
Town of Deer River
Pt. N.W. 1/4 N.W. 1/4 Sec. 12-145-25
Entire Tract -M.D.A.-
New T.H. R/W 0.12 Ac.
T.E. (Exp. 12-1-2000) 0.07 Ac.

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

Tuesday, August 17, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1719

DEPARTMENT: Surveying & Mapping
TIME REQUESTED: < 5 Minutes
PRESENTER: Guy Carlson

AGENDA ITEM:
Recorder's Compliance Fund Request

BOARD ACTION REQUESTED:
Approve the request to utilize the Recorders Compliance Fund for the purchase of a new 2022 snowmobile in an amount not to exceed $12,500.

BACKGROUND:
The current snowmobile is a 2013 Polaris 600 and is in need of replacement. This sled has a $2000 trade-in value.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. 2022 Snowmobile

08/17/2021

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 08/24/2021 2:30 PM**

RECORDER'S COMPLIANCE FUND

REQUISITION FOR FUNDING

Name(s) of requesting Department/Individual:

Guy Carlson/Department of Surveying and Mapping

Description of Project/Items Requested:

One 2022 Polaris Titan Adventure 800 ***OR*** *one 2022 Ski-Doo Expedition LE 600R E-Tec (depends on availability).*

Detail of Costs of Requested Project/Item:

Not to exceed $12,500.

Describe Use and How Project/Item Requested Complies with MS 357.182

The purchase of a new snowmobile will provide staff an easier means to perpetuate and in some cases re-establish corners of the Public Land Survey System. The Public Land Survey System is the backbone of all land transactions within Itasca County.

Compliance Fund Designee: Nicolle Zuehlke/County Recorder/Registrar

Date of Review: 8/3/2021

Approved: ✓ **Denied:** _____

Signed: Nicolle Zuehlke

MS 357.182 Subd. 7 – Restriction on use of recording fees.

Notwithstanding any law to the contrary, for county budgets adopted after January 1, 2006, each county shall segregate the additional unallocated fee authorized by sections 357.18, 508.82, and 508A.82 from the application of the provisions of chapters 386, 507, 508, and 508A, in an appropriate account. **This money is available as authorized by the Board of County Commissioners for supporting enhancements to the recording process, including electronic recording, to fund compliance efforts specified in subdivision 5 and for use in undertaking data integration and aggregation projects.** Money remains in the account until expended for any of the authorized purposes set forth in this subdivision. This money must not be used to supplant the normal operating expenses for the office of county recorder or registrar of titles.

Corey Hendershott

From: Joe Johnson <joe@rayssportandcycle.com>
Sent: Tuesday, July 20, 2021 3:36 PM
To: Corey Hendershott
Subject: Polaris Quote

CAUTION: This email originated from outside of the Itasca County email system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

2022 Polaris Titan Adventure 800 = $15,299
Less Gov't Discount = -$2562
Trade 2011 600WT IQ = -2000
TOTAL = $10,737.00

Joe Johnson
Sales Associate, Ray's Sport & Cycle
20890 Hwy 169 S Grand Rapids, MN 55744
218.326.9355 * 1.800.799.7297

Corey Hendershott

From: Joe Johnson <joe@rayssportandcycle.com>
Sent: Tuesday, July 20, 2021 3:23 PM
To: Corey Hendershott
Subject: SKI DOO QUOTE

CAUTION: This email originated from outside of the Itasca County email system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

2022 Ski-Doo Expedition LE 600R E-Tec = $13,449
Storage Box = $489
Less Govt Discount = -$1000
Trade 2011 600WT IQ = -2000
TOTAL = $10,938

Joe Johnson
Sales Associate, Ray's Sport & Cycle

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

Tuesday, August 17, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1400

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 17, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1738

DEPARTMENT: Administrative Services
TIME REQUESTED: 10 Minutes
PRESENTER: Irene Folstrom

AGENDA ITEM:
Introduction of New Leech Lake Band of Ojibwe Government Affairs Representative

BOARD ACTION REQUESTED:
Receive introduction of Irene Folstrom, Leech Lake Band of Ojibwe Government Affairs Representative.

BACKGROUND:
N/A

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 17, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1721

DEPARTMENT: Transportation
TIME REQUESTED: 5 Minutes
PRESENTER: Kory Johnson

AGENDA ITEM:
Request for Grader Replacement

BOARD ACTION REQUESTED:
Approve purchase of a Grader replacement.

BACKGROUND:
Motor Grader Unit 1127's engine has unexpectedly failed. Options for engine replacement and motor grader replacement were explored and the details and recommendations are provided in the attached document.

COUNTY ATTORNEY REVIEW: No

SUPPORTING DOCUMENTATION:
1. Request for Grader Replacement

08/17/2021

RESULT:	**RECOMMENDED FOR REGULAR**	**NEXT: 08/24/2021 2:30 PM**

ITASCA COUNTY
HIGHWAY DEPARTMENT

123 NE 4th Street
Grand Rapids, MN 55744-2600

Hours: Monday thru Friday - 8:00AM to 4:30PM
Telephone: 218-327-2853
Fax: 218-327-0688

MEMORANDUM

To: Itasca County Board of Commissioners
CC: Karin Grandia, Itasca County Engineer
Ryan Sutherland, Assistant County Engineer
Charlie Castle, Purchasing/Equipment Maintenance Supervisor
From: Kory Johnson, Highway Maintenance Director
Date: August 11, 2021
Subject: Request for Replacement of Grader

The Transportation Department is requesting to use additional unbudgeted revenues in 2021 to cover the cost of replacing Grader Unit 1127 within our budget. Outlined below are the details for the request.

A. Background

Grader Unit 1127's engine has unexpectedly reached the end of its life and needs to be replaced. Grader Unit 1127 was purchased in 2012 and was the first generation engine to include a Diesel Particulate Filter, which could be a contributing factor of why this engine failed prior to previous models. Since this model John Deere has updated its engine several times.

Due to the unanticipated engine failure and significant cost to replace the engine the maintenance department further investigated the grader life cycle and replacement options.

B. History/Data

Graders are on a 17 year rotation with the average purchase of 1 new grader every year. 15 graders are actively used with 2 spares in the fleet to prevent down time due to repairs.

Though the grader is only 9 years through the 17 year rotation it has the 6th highest hours in the fleet, 8,725 hours. The average hours of the last 5 graders that have been sold are 10,084 hours. With the average hours of 970/yr for this grader it would be in the fleet approximately 2 to 3 additional years.

Table 1 – Current Fleet of Graders

Unit #	Year	Hours
1071	2007	12,020
1072	2007	11,276
1096	2009	10,408
1097	2009	10,217
1112	2010	9,050
1127	2012	8,725
1117	2011	7,615
1141	2013	6,786
1149	2014	6,529
1159	2015	5,263
1148	2014	5,255
1172	2016	4,692
1187	2017	3,166
1182	2017	2,893
1197	2018	2,501
1212	2019	1,369
1222	2021	296

Table 2 – Grader Sales Last 5 Years

Unit #	Hours
1073	11319
1056	11502
1055	9659
1031	9311
1030	8628

C. Option 1 – Engine Replacement

The cost of an engine replacement has risen significantly in recent years and would cost $38,300.47 to be replaced by the vendor John Deere and only includes a 1 year warranty. The cost to have our mechanics rebuild the engine ourselves would be $35,680 ($28,000 in parts and $7,680 in labor) with no warranty. If this option is selected it is recommended to have the vendor replace the engine to receive the warranty.

Assuming replacement of the engine by John Deere for $38,300.47 the value would be 40.0% of the grader with only a 1 year warranty. (Assuming a total value of $98,300.47, the trade in price of $60,000 + the cost of the new engine 38,300.47)

Itasca County has spent $10,176 in labor and $16,677.79 in parts on grader Unit 1127 in the last 2 years. With the addition of the engine installed by John Deer there would be approximately $65,154.23 invested in this grader to keep it in the

fleet another 2-3 years, assuming no further repairs.

The Itasca County grader Unit 1073 with 11,319 hours sold in 2021 for $44,000 at Pike Auctions. With the lower hours on a new engine you would expect a greater return (somewhere between $44,000 and $98,300.47) at auction, which may cover your engine investment but is not likely to make additional revenue for future purchases of equipment.

D. Option 2 – New Grader (State Contract)

The State Contract vendor John Deere has given us two options, a brand new grader and a 1+ year used grader. The main difference between the two models is the controls, levers vs joysticks.

The cost of a brand new 672G grader on 2021 State Contract (how we purchased our graders) is $301,692. The vendor would take our grader unit 1127 as is for a trade in value of $60,000, reducing the cost to $241,692. This grader would have to be produced and would be available in late 2021 and comes with a 7500 hour / 84 month warranty.

The vendor also had a used 672GP grader with 980 hours of engine time, equivalent to ~1.25 years of life as a county grader. The cost of the used grader through State Contract is $275,500. The vendor would take our grader unit 1127 as is for a trade in value of $68,000, reducing the cost to $207,500. We would recommend purchasing the additional 7 year warranty for $23,265 for a total cost of $230,765. The benefit of this grader is that it would be available immediately.

Table 3 - New Grader Cost Evaluation

Grader	Purchase Value	Trade In Value	Warranty	Purchase	Years of Use	$/YR
New 672G	$301,692.00	$60,000.00	Included	$241,692.00	17	$ 14,217.18
Used 672GP	$275,500.00	$68,000.00	$23,265.00	$230,765.00	15.75	$ 14,651.75

E. Recommendation

Based on the research into the life cycle of our graders, costs of repairs, cost of replacement, and anticipated revenue from sales or trades it is our recommendation that the most cost effective solution overall is to trade our grader Unit 1127 for a new grader. This would remove a grader from our fleet that is requiring a great investment to continue operation for a short amount of years and a likely low return is sale revenue on that investment. It would also reduce the age of our fleet from 17 years to 16 years. If the fleet can be further reduced in the future it would save on maintenance costs as well as provide additional sales revenue and get closer to our 7 year warranty.

F. Budget

With this being an unanticipated expense, the department has committed $848,400 of its $865,000 equipment purchase budget 05-330-6620, leaving $16,600 to contribute to the purchase of a new grader.

The Transportation Department is tracking on budget other than this grader engine. There are additional revenues that were not budgeted for 2021 summarized in the table below.

Equipment Sales Above Budget	+$14,484.85
MnDOT Detour Revenue for TH 6 & TH 2	+$81,578.73
FEMA Reimbursement for 2020 Storm Damage	+$97,075.45
Warba Garage Sale	+$30,000.00
Total	**$223,139.03**

G. Conclusion – Request for Grader

The Transportation Department requests approval from the Board of Commissioners to proceed with trading-in Grader 1127 for a value of $60,000 to the State Contract vendor John Deere and purchasing a new grader through them from state contract. This new grader will be funded by the remaining equipment purchase budget of $16,600 and additional costs offset by unbudgeted revenues of $223,139.03. It is anticipated that the cost of replacing Grader 1127 with a new Grader can be completed within the 2021 budget or with minimal use of reserve funds.

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

Tuesday, August 17, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1704

DEPARTMENT: Transportation
TIME REQUESTED: < 5 Minutes
PRESENTER: Rachel Metelak

AGENDA ITEM:
Bid Award for Contract 90011 - Deer River Safe Routes to School - Multi Use Trail Improvements

BOARD ACTION REQUESTED:
Award SAP 031-090-011 Deer River Safe Routes to School Multi Use Trail construction to the lowest responsible bidder, TNT Construction Group, LLC in the amount of $457,827.00 and authorize the required signatures on the contract documents.

BACKGROUND:
Bids were opened on August 2, 2021 at 11:00 a.m. Results of that bid are as follows:

Engineer's Estimate $392,194.50
TNT Construction Group, LLC $457,827.00

As required by the Safe Routes to School grant, Itasca County is the fiscal agent for the City of Deer River for this project. All costs for the project are covered by either the grant or the City of Deer River; there is no cost to the County. While there was only one bidder and the cost was over the engineers' estimate, the City of Deer River is comfortable moving forward with the project. The City understands any costs associated with the project above the acquired grant funds will be the City's responsibility.

Requesting Board Action to be taken at the 8/17/2021 Work Session.

COUNTY ATTORNEY REVIEW: NA

SUPPORTING DOCUMENTATION:
1. CONTRACT 90011- unsigned
2. Contract 90011 FULLY EXECUTED

08/10/2021

RESULT:	**PULLED FROM AGENDA**

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

CONTRACT 90011
SP 031-090-011, MN Proj. TA 3121(228)
Itasca County, Deer River Safe Routes to School – Multi Use Trail Improvements

S T A T E OF M I N N E S O T A

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

CONTRACT
HIGHWAY CONSTRUCTION

This agreement, made this August 10, 2021 between the County of Itasca in the State of Minnesota, party of the first part, hereinafter called the County, and TNT Construction Group, LLC of Grand Rapids, MN, party of the second part, hereinafter called the Contractor. Witnesseth, that the Contractor, for and in consideration of the payment or payments herein specified by the County to be made, hereby covenants and agrees to furnish all materials (except such as are specified to be furnished by the County), all necessary tools and equipment and to do and perform all the work and labor in the construction of Deer River Safe Routes to School – Multi Use Trail Improvements, located as shown on approved plans. The price and compensation set forth and specified in the proposal signed by the Contractor and hereto attached are hereby made a part of this agreement. Said work to be done and performed in accordance with the Plans, Specifications, and Special Provisions therefore on file in the office of the County Auditor of said County, which Plans, Specifications, and Special Provisions are hereby made a part of this agreement.

The Contractor further covenants and agrees that he will commence work on or after August 17, 2021 , and will have same completed in every respect to the satisfaction and approval of the County, by the following date:

November 1, 2021

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

Dated at 4:00 P.M. , this _____ , day of _____ , 2021

County of Itasca

By: _____

Burl Ives, Chairperson County Board

_____

Jeffrey Walker, County Auditor / Treasurer

Contractor

By: _____

Contractor

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

_____

Matti Adam, County Attorney

_____

Brett Skyles, Clerk of County Board

CONTRACT 90011
SP 031-090-011, MN Proj. TA 3121(228)
Itasca County, Deer River Safe Routes to School – Multi Use Trail Improvements

STATE OF MINNESOTA

COUNTY OF ITASCA

CONTRACT
HIGHWAY CONSTRUCTION

This agreement, made this August 10, 2021 between the County of Itasca in the State of Minnesota, party of the first part, hereinafter called the County, and TNT Construction Group, LLC of Grand Rapids, MN, party of the second part, hereinafter called the Contractor. Witnesseth, that the Contractor, for and in consideration of the payment or payments herein specified by the County to be made, hereby covenants and agrees to furnish all materials (except such as are specified to be furnished by the County), all necessary tools and equipment and to do and perform all the work and labor in the construction of Deer River Safe Routes to School – Multi Use Trail Improvements, located as shown on approved plans. The price and compensation set forth and specified in the proposal signed by the Contractor and hereto attached are hereby made a part of this agreement. Said work to be done and performed in accordance with the Plans, Specifications, and Special Provisions therefore on file in the office of the County Auditor of said County, which Plans, Specifications, and Special Provisions are hereby made a part of this agreement.

The Contractor further covenants and agrees that he will commence work on or after August 17, 2021 , and will have same completed in every respect to the satisfaction and approval of the County, by the following date:

November 1, 2021

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

Dated at 4:00 P.M. , this 17th , day of August , 2021

County of Itasca

By: _____

Burl Ives, Chairperson County Board

Jeff Walker
Jeff Walker (Aug 19, 2021 11:42 CDT)

Jeffrey Walker, County Auditor / Treasurer

Contractor Janet Hammerlund, President
Janet Hammerlund, President (Aug 19, 2021 09:59 CDT)

By: _____

Contractor

Approved as to form and execution this 19th Day of August , 2021

Matti Adam
Matti Adam (Aug 19, 2021 11:50 CDT)

Matti Adam, County Attorney

_____

Brett Skyles, Clerk of County Board

Contract 90011

Final Audit Report 2021-08-19

Created:	2021-08-19
By:	Amanda Schultz (amanda.schultz@co.itasca.mn.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-Q1LsU7ymlEcKEJtseXYviWzQhH4qOZJ

"Contract 90011" History

Document created by Amanda Schultz (amanda.schultz@co.itasca.mn.us)
2021-08-19 - 1:40:15 PM GMT- IP address: 205.149.148.138

Document emailed to Janet Hammerlund, President (janet@tnt-cg.com) for signature
2021-08-19 - 1:45:21 PM GMT

Email viewed by Janet Hammerlund, President (janet@tnt-cg.com)
2021-08-19 - 2:18:43 PM GMT- IP address: 205.149.155.202

Document e-signed by Janet Hammerlund, President (janet@tnt-cg.com)
Signature Date: 2021-08-19 - 2:59:02 PM GMT - Time Source: server- IP address: 205.149.155.202

Document emailed to Jeff Walker (jeff.walker@co.itasca.mn.us) for signature
2021-08-19 - 2:59:03 PM GMT

Email viewed by Jeff Walker (jeff.walker@co.itasca.mn.us)
2021-08-19 - 4:41:56 PM GMT- IP address: 205.149.148.138

Document e-signed by Jeff Walker (jeff.walker@co.itasca.mn.us)
Signature Date: 2021-08-19 - 4:42:30 PM GMT - Time Source: server- IP address: 205.149.148.138

Document emailed to Matti Adam (matti.adam@co.itasca.mn.us) for signature
2021-08-19 - 4:42:32 PM GMT

Email viewed by Matti Adam (matti.adam@co.itasca.mn.us)
2021-08-19 - 4:50:06 PM GMT- IP address: 205.149.148.138

Document e-signed by Matti Adam (matti.adam@co.itasca.mn.us)
Signature Date: 2021-08-19 - 4:50:29 PM GMT - Time Source: server- IP address: 205.149.148.138

Agreement completed.
2021-08-19 - 4:50:29 PM GMT

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

Tuesday, August 17, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1725

DEPARTMENT: Administrative Services
TIME REQUESTED: 15 Minutes
PRESENTER: Isaac Meyer

AGENDA ITEM:
KOOTASCA Community Action Cares Act Grant Report

BOARD ACTION REQUESTED:
Receive the KOOTASCA Community Action Cares Act Grant Report.

BACKGROUND:
On October 13, 2020, the Itasca County Board authorized up to $85,000 of CARES dollars to be used primarily for students first, spread out fairly to all school districts within Itasca County.

COUNTY ATTORNEY REVIEW: N/A

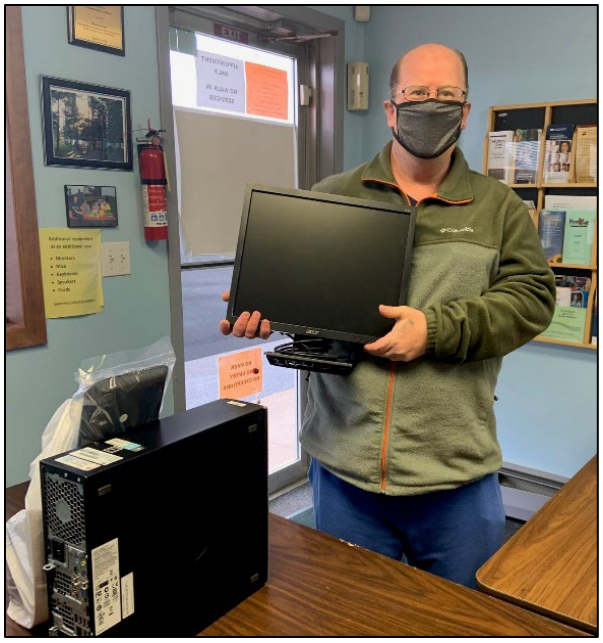
SUPPORTING DOCUMENTATION:
1. KOOTASCA Digital Divide- Reporting Itasca County

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

REPORT: ITASCA COUNTY CONNECTED COMMUNITY

Background

On October 13 2020, The County Board of Commissioners approved $85,000 in Coronavirus Relief Funds for the Itasca County Connected Community Initiative proposed by KOOTASCA Community Action to support residents of Itasca County harmed by the Coronavirus Pandemic who are unable to afford the cost of internet service and the tools and devices needed to access it.



Beneficiaries

Itasca County Residents below 200% of Federal Poverty Level who suffered economic harm or loss of income due to the Coronavirus Pandemic and who were without home internet connectivity and/or a device to access and use the internet.

Outcomes

Funding was used to purchase and distribute computer equipment and internet services to eligible Itasca County households, prioritizing families with children. Coordination was undertaken with Itasca County School Districts to reach students in need of internet service for remote education.

Service Statistics (as of 7/31/2021)

Total Devices Distributed[i]	**499**
Computers	229
Laptops/Tablet Computers	164
Desktop Computers	65
Hotspots w/internet service	160
Wi-Fi Adapters	54
Computer Webcams	56

Total Individuals served	**568**
Adults	330
Seniors	41
Children	238

Total Households served	**266**
Families with Children	101
ISD 316	12
ISD 317	7
ISD 318	71
ISD 319	11
Average Household Size	3.8

% of HH receiving computer only	40%
% of HH receiving internet only	16%
% of HH receiving internet and computer	44%
% of HH receiving computer accessory(ies)	21%

All Devices purchased with CARES Act funds have been distributed to eligible families. If devices are returned, they are redistributed. 124 computers and 90 hotspots were awarded to families by 12/31/20. Operational costs to distribute devices after the grant period (10/15/2020 to 12/31/2020) were provided for through support from the Northland Foundation, Grand Rapids Area Community Foundation, Blandin Foundation, and State and Federal Community Action Grants.

KOOTASCA Community Action, Inc. is an Equal Opportunity/Affirmative Action Employer, Contractor and Provider.

Budget

Expenses 10/15/2020 to 12/31/2020	Actual	Budget
Core Operational Costs and Administration	$6,867.64	$8,500.00
Direct Program Operations and Marketing	$10,720.16	$9,050.00
Direct Benefit (Internet and Equipment)	$67,412.20	$67,450.00
Total	**$85,000.00**	**$85,000.00**

- Thanks to savings realized in Administrative Costs, additional Direct Program Operations were supported by the grant funds to further serve beneficiaries and enable coordination with local school districts.

Table 1: Internet and Equipment purchased with CARES Act Funds

	Laptops / Tablet Computer	Desktop Computers	Hotspots with Internet Service	Computer Accessories (wi-fi adapters, webcams, keyboard, mouse, etc.)	Total
Count	85	50	151	119	405
Cost	$10,475.00	$1,750.00	$52,929.85	$2,257.35	$67,412.20

- Computers were purchased new or certified refurbished at deeply discounted rates from Minnesota Computers for Schools and PCs for People.
- Hotspots with 12 months of included internet service were acquired from T-Mobile at deeply discounted rates via a National Association of State Procurement Officials (NASPO) contract. Due to service availability, 1 of the 151 hotspots was acquired from Mobile Beacon an Educational Broadband Service (EBS).
- By a wide margin, in no instances were landline internet services available at a more cost-effective rate than wireless internet services.

[i] Thanks to direct equipment donations and funding provided by the Northland Foundation, and Grand Rapids Area Community Foundation additional equipment was available and distributed beyond the devices purchased with CARES Act funds (shown in Table 1).

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

Tuesday, August 17, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1739

DEPARTMENT: Administrative Services
TIME REQUESTED: 15 Minutes
PRESENTER: Brett Skyles

AGENDA ITEM:
Closed Session Pursuant to MN Statutes 13D.05, Subd. 3(b) Re: Itasca County Employees Association (ICEA) Dispute

BOARD ACTION REQUESTED:
Hold a Closed Session pursuant to MN Statutes 13D.05, Subd. 3(b) based upon Attorney Client Privilege for status update regarding binding arbitration and subsequent appeal decisions regarding a dispute with the Itasca County Employees Association (ICEA).

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION: None

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**