



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, September 21, 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: Pull Item #5.3 (Balsam Creek Bridge Engineering Services Contract), pull #5.8 (State Disaster Assistance) and add as Item #6.5, and approve the agenda, as amended.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, September 14, 2021 County Board Regular Session.

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

V. RECOMMENDED FOR CONSENT AGENDA

1. Approve a Letter of Support for Land Exchange between the United States Forest Service (USFS) and Bill and Gail Heig (Bowen's Lodge) and authorize signature of County Board Chair.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 09/28/2021 2:30 PM
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2. Accept the Minutes of the September 9, 2021 HHS Advisory Committee meeting.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 09/28/2021 2:30 PM
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4. Adopt the Resolution Re: Sale of Tax-forfeited Land to Vincent Holsman per Special Legislation, which approves sale of South 2 rods of the East 16 rods of Government Lot 14, Section 4, Township 60, Range 26 per the 2021 Minnesota Law, Chapter 6, Article 2, Section 121 for a price of \$450.00 plus all associated costs.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 09/28/2021 2:30 PM
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5. Approve utility easement for underground telecommunication purposes over and across tax-forfeited trust lands in Section 32, Township 57, Range 22 and authorize necessary signatures.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 09/28/2021 2:30 PM
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6. Approve Easement to Minnesota Power, a division of Allete, Inc., for access to the Solar Facility located over and across the N1/4 of the Southwest Quarter of the Northeast Quarter Less East 410 feet, Section 33, Township 55, Range 25 in which Itasca County owns an undivided 1/2 interest and authorize necessary signatures.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 09/28/2021 2:30 PM
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7. Approve direct sale of tax-forfeited land, described and shown on the attachments, to the Minnesota Department of Transportation for the appraised value of \$7,700.00 plus customary closing costs.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 09/28/2021 2:30 PM
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VI. DISCUSSION / INFORMATIONAL

1. Citizen Input
No citizen input provided.

2. Undivided 1/8 Interest Acquisition of Lot 3, Section 26, Twp 60, Rge 25

Motion To: Approve a purchase agreement for acquisition of an undivided 1/8 interest in Lot 3, Section 26, Township 60, Range 25 at a cost of \$14,500.00 to be paid from the Itasca County Land Replacement Trust Fund, and authorize County Board Chair and staff to sign purchase agreement and necessary closing documents.

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

3. SWCD Update Presentation

Itasca Soil and Water Conservation District (SWCD) District Manager Andy Arens provided a Soil and Water Conservation District (SWCD) Update presentation, including information regarding 2020 Accomplishments.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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4. EagleView Pictometry Presentation

County Assessor Amber Peratalo and EagleView representative Dean Larson provided a presentation regarding EagleView Pictometry, an aerial imagery product, and its potential use within Itasca County.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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5. State Disaster Assistance

Motion To: Adopt the Resolution Re: Requesting State Disaster Assistance for public property damage from the July 27, 2021 severe weather event and authorize Board Chair Burl Ives and County Administrator Brett Skyles to sign a letter to Governor Walz requesting State Disaster Assistance for the damage from the July 27, 2021 severe weather event.

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

VII. COMMITTEE REPORTS

Commissioner DeNucci reported on his attendance of recent Budget Work Sessions and Land Classification Committee meetings and the Association of Minnesota Counties (AMC) Fall Policy Conference, as well as a meeting with Itasca Economic Development Corporation (IEDC)/Tamara Lowney, and Planning Commission/Board of Adjustment (PC/BoA), Trails Task Force, Iron Range Resources and Rehabilitation Board (IRRRB), and various city council and township meetings

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

Commissioner Trunt reported on his attendance of recent Fair Committee, Grand Village Board, Western Mesabi Mine Planning Board (WMMPB), and Itasca County Township Association (ICTA) meetings, as well as the Association of Minnesota Counties (AMC) Fall Policy Conference.

Commissioner Snyder reported on his attendance of recent Fair Committee, Itasca County Township Association (ICTA), Budget Work Sessions, and Land Classification Committee meetings, as well as the Wabana Township Zoning meeting.

Commissioner Ives reported on his attendance of recent Labor Negotiations and Budget Work Sessions.

VIII. ADMINISTRATOR UPDATE

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

IX. COMMISSIONER COMMENTS

Commissioner DeNucci provided comment to recognize staff for their participation and assistance with Budget Work Session meetings.

X. CLOSED SESSIONS**XI. ADJOURN**

Chair Ives adjourned the meeting at 4:03 PM.

ATTEST



Burl Ives
Chair of the County Board



Brett Skyles
Clerk of the County Board



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 21, 2021

RESOLUTION 2021-56

RE: REQUESTING STATE DISASTER ASSISTANCE

WHEREAS, the July 27th, 2021 Severe Storm/Wind Damage impacted the population of Itasca County and its cities; and

WHEREAS, the July 27th, 2021 Severe Storm/Wind Damage event caused significant amount of public property damage; and

WHEREAS, the Itasca County Department of Emergency Management requests the Itasca County Board of Commissions to request state disaster assistance for the damages from the July 27th, 2021 severe weather event.

NOW THEREFORE BE IT RESOLVED, the Itasca County Board of Commissions hereby requests state disaster assistance for the damages from the July 27th, 2021 severe weather event.

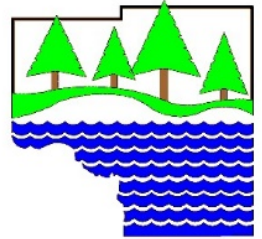
RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Leo Trunt
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 21st day of September A.D. 2021 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 21st day of September A.D. 2021.

Administrator



September 21, 2021

Chair:

PULL:

1. Item #5.3 (Balsam Creek Bridge Engineering Services Contract)
2. Item #5.8 (State Disaster Assistance)

ADDITIONS:

1. State Disaster Assistance (Item #6.5)

CHANGES: None

INFORMATIONAL: None

Amanda



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, September 14, 2021

2:30 PM

Itasca County Boardroom

DRAFT

REGULAR SESSION MINUTES

I. CALL TO ORDER

Vice-Chair Snyder 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	Absent	
Ben DeNucci	District #5	Present	2:30 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Add Item #6.11 (2021 Legislative Session Report) and approve the agenda, as amended.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, September 7, 2021 County Board Work Session.

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

V. CONSENT AGENDA

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

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

1. Approve and authorize necessary signatures on the Determination of Need Application to allow Itasca Life Options (ILO) to move locations for day services.

2. Approve the final payment for Contract 202107, a Crushing, Hauling and Placement of Aggregate Surfacing project on various unorganized township and county roads, and authorize the County Board Chairperson and Clerk to the County Board to sign the necessary documents.
3. Approve Highway Easement from Blandin Paper Company over and across Northeast Quarter of the Southeast Quarter, Section 13, Township 57, Range 24 to access Tax-Forfeit Lands described as the Southeast Quarter of the Northeast Quarter and Government Lot 1, Section 13, Township 57, Range 24 and authorize necessary signatures.
4. Authorize the Transportation Department to indicate to MnDOT that Itasca County intends to use our portion of CRRSAA funds for the purchase of equipment.
5. Adopt the Resolution RE: Approving Laws of Minnesota Chapter 6, Article 2, Section 121 as required under Minnesota Statute Chapter 645.021 and authorize signatures on Certificate of Approval.
6. Authorize signatures needed to execute Master Customer Agreement, Equipment Purchase and Software License Addendum along with the Subscription Software Addendum between Itasca County Sheriff and Motorola Solutions Inc.
7. Approval and authorization for County Attorney to sign Thomson Reuters contract for Westlaw on-line legal research services for the Itasca County Attorney's Office.

VI. REGULAR AGENDA

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

Welcome new employee, Dakota Flohaug, Public Health Nurse, Health & Human Services department effective August 30, 2021.

Welcome new employee, Robin Jackson, Assessor/Appraiser I, Assessor department effective August 30, 2021.

Welcome new employee, Chelsea Rabey, Corrections Agent - Career, Probation department effective August 30, 2021.

Congratulations to Walker Maasch who was promoted from Administrative Support, Environmental Services Department to Assessment Technician, Assessor Department effective September 5, 2021.

Farewell to Dida Foster whose last day as a Victim Assistance Program Coordinator, Attorney Department, was September 7, 2021 after 21+ years.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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3. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of September 17, 2021, in the amount of \$1,959,769.45.

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

4. COVID-19 Update

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

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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5. Recorder Update

County Recorder Nicolle Zuehlke provided a Recorder's Office Update, including information regarding iDoc Market.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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6. Land Replacement Acquisition in Section 26 and 35, Township 150, Range 29

Motion To: Approve purchase agreement for acquisition of approximately 554 acres of forest land legally described as the Southeast Quarter (SE1/4), the Southwest Quarter (SW1/4), the East Half of the Northwest Quarter (E1/2 NW), Section Twenty-six (26) and the Northeast Quarter (NE ¼), Section Thirty-five (35), all in Township One Hundred Fifty (150), Range Twenty-nine (29), at a cost of \$415,642.50 to be paid out of Land Replacement Trust Fund and authorize necessary signatures.

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

7. Tax-Forfeited Land Sale to Adjoining Landowners

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

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

8. 2021 Amended Itasca County Tax-Forfeited and Direct County Land Sale

Motion To: Adopt the amended 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:	APPROVED (4 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Ben DeNucci
ABSENT:	Burl Ives

9. COVID-19 Impact on Senior Population

Barb Mantanich, Secretary for the Committee on Aging, and Renee Bymark, ElderCircle Executive Director, provided information regarding the impact of COVID-19 on the senior population.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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10. Body Worn Camera Policy

Motion To: Adopt the Body Worn Camera Policy.

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

11. 2021 Legislative Session Report

Itasca County Lobbyist Loren Solberg provided a 2021 Legislative Session Report.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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VII. COMMISSIONER COMMENTS**RECESS**

Vice-Chair Snyder recessed the meeting at 3:31 PM.

RECONVENE

Vice-Chair Snyder reconvened the meeting at 3:45 PM, with all members present except Ives absent.

VIII. CLOSED SESSIONS

1. Closed Litigation Session - Opioids

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

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

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

Motion To: Go into Open Session.

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

It was the consensus of the County Board to direct the County Attorney to take action to accept the Mallinckrodt bankruptcy plan as presented to the Bankruptcy Court.

IX. ADJOURN

Vice-Chair Snyder adjourned the meeting at 3:53 PM.

ATTEST

Burl Ives
Chair of the County Board

Brett Skyles
Clerk of the County Board



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 21, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1795

DEPARTMENT: Administrative Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Davin Tinquist

AGENDA ITEM:

Letter of Support for Land Exchange

BOARD ACTION REQUESTED:

Approve a Letter of Support for Land Exchange between the United States Forest Service (USFS) and Bill and Gail Heig (Bowen's Lodge) and authorize signature of County Board Chair.

BACKGROUND:

The Mississippi Headwaters Board (MHB) has passed a similar letter of support with the contingency that Itasca County take this requested action.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

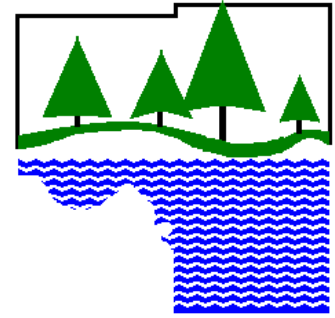
1. Letter of Support Land Exchange

09/21/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 09/28/2021 2:30 PM
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ITASCA COUNTY

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



September 28, 2021

Congressman Pete Stauber
501 Laurel Street
Brainerd, MN 56401

RE: Letter of Support for Land Exchange between the United States Forest Service (USFS) and
Bill and Gail Heig (Bowen's Lodge)

Dear Congressman Stauber,

In June of 2021, Bill and Gail Heig acquired approximately 34 acres and 1,100 feet of shoreline on Lake Winnibigoshish adjacent to USFS lands. They will soon be proposing a land exchange with the USFS to acquire their current leased marina located on Big Cutfoot Sioux.

There have been exchange opportunities attempted between Bowen's Lodge and the USFS in the past. In 2013, the Deer River Ranger Station initiated a land exchange process between the Chippewa National Forest and Bowen's Lodge; however, due to continuous leadership staffing changes, the exchange became muddled and was ultimately denied in 2014.

The current Comprehensive Plan established on September 1, 2019 gives guidance to land exchanged within the Mississippi Headwaters Board (MHB) Corridor stating, "to increase public land holdings along the Mississippi River and Headwaters Lakes, MHB member counties should initiate exchanges with private land owners who want to exchange their lands."

The Itasca County Board of Commissioners supports preserving this newly acquired shoreland property on Lake Winnibigoshish, which is currently owned by the Heig Family. It will protect the natural and recreational values of the Mississippi River and will also provide continuity to the existing USFS lands within the area while allowing the Bowen's Resort Property to utilize an existing disturbed marina within the Corridor.

If you have any questions, please do not hesitate to contact our County Administrator, Brett Skyles, at the number listed above or by email at brett.skyles@co.itasca.mn.us.

Sincerely,

Burl Ives, Chair
Itasca County Board of Commissioners

cc: Anne Marcotte, MHB Chair
Tim Terrill, MHB Executive Director
Michael Stansberry, Chippewa National Forest Supervisor

Equal Opportunity Employer



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 21, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1791

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Eric Villeneuve

AGENDA ITEM:

HHS Advisory Committee Meeting Minutes

BOARD ACTION REQUESTED:

Accept the Minutes of the September 9, 2021 HHS Advisory Committee meeting.

BACKGROUND:

Informational

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Minutes 09-09-2021

09/21/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 09/28/2021 2:30 PM
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MINUTES
HEALTH & HUMAN SERVICES ADVISORY COMMITTEE (HHSAC)
Thursday, September 9, 2021
Virtual Teams Meeting / Itasca Resource Center / Room 122

Members Present:	Renee Bymark Angela Baratto Daniel Miesle Dave Holmbeck Crystal Terveer Lloyd Adams	Sarah Anderson Dorothy Abrahamson Lester Kachinske Ben Denucci Craig Menozzi
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Members Absent:	Melissa Weidendorf Chris Jenkins Dan Seward - E	Brandi Worrath Cheryl Lemler - E Kelly Chandler
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Others Present:	Eric Villeneuve Brenda Oberg	Jayme Smith
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Call to Order:

The meeting was called to order Chair Lloyd Adams at 12:15 pm.

Approval of May 13, 2021 Minutes:

A motion was made by Lester Kachinske and seconded by Dan Miesle to approve the May 13, 2021 minutes. Motion carried.

Additions/Corrections to Agenda:

There was an addition to the agenda, a resignation from Melissa Wiedendorf. This will be added under the Director update as item 2.D.

Eric Villeneuve, Director:

Public Health Update: Jayme Smith, Public Health staff, updated the group on Coronavirus/COVID-19. Itasca County cumulatively has 5013 cases, 76 newly identified positives in the past 7 days, 175 in the last 14 days. Testing and positives were down over the holiday weekend. The 14-day case rate per 10,000 as of 09/05/21 is at 41. There are 70 total confirmed COVID deaths. Itasca County in entirety by all vaccinators receiving dose 1 is at 22,822, 21,827 have completed the series. The 65+ population is 87% receiving dose 1, the 16+ population is at 60%, and the 12+ is at 58%. The percentage of total population receiving dose 1 (including those who are ineligible because of age) is at 50%. Itasca County Public Health has given 7,121 doses, this includes dose 1's and 2's. Public Health is waiting on guidance from Minnesota Dept of Health regarding

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HHS Advisory Committee Minutes
September 9, 2021

offering booster doses of Moderna. Public Health also received a small allotment of Johnson & Johnson for ages 18 and older and are still taking requests for homebound or otherwise persons with barriers for vaccination and are coordinating access to vaccinations. On 8-23-2021, Pfizer received full FDA approval for their COVID vaccine for those who are 16 and older. The marketed name will be Comirnaty (koe-mir'-na-tee) Pfizer remains under Emergency Use Authorization for ages 12-15. Pfizer vaccinations are available for those ages 12 and older at Essentia Health, Grand Itasca Clinic and Hospital, Walmart by appointment and Thrifty White North by appointment. Moderna vaccinations for ages 18 and older are available at Scenic Rivers clinics, Thrifty White North, Walmart and Walgreens. Delta is the active variant in Itasca currently. For viruses to mutate, a host is needed. The more spread we have of the virus, the more mutations will occur. Vaccines remain effective against the variants in preventing severe illness, hospitalization, and death. In Itasca, approximately 1/2 of 1% of our fully vaccinated residents have tested positive for COVID (0.58%). Of those, only 9 were hospitalized, 2 in ICU – both elderly males. Of those, Zero (0) have died. Vaccines remain extremely effective in preventing the spread of COVID and severe illness, hospitalization, and death. The CDC recommends masking in public indoor spaces regardless of vaccine status in areas of substantial or high community level transmission, Itasca County remains in the high community transmission category. Questions related to COVID or vaccines, if someone is homebound or needing access to vaccines, please call the Itasca County Public Health COVID message line at 218-327-6784 and leave your information for a return call. If you have an organization or group that would like to host a vaccination clinic, please contact Public Health.

COVID-19 testing for Riverfest happening today at KAXE tent 10am-2pm. Public Health was donated testing supplies for this event.

Public Health has completed Community Readiness Assessment for suicide prevention. Public Health will be working collaboratively with First Call for Help and other community organizations to help move suicide prevention forward.

IMCare Update:

IMCare underwent a Minnesota Department of Health audit earlier this year, this audit reviews all of IMCare's policies, case files, procedures, and reports, submitting thousands of documents and hundreds of files and for the first time received no findings in the audit. This was a very positive outcome that shows all the hard work and is very rewarding for staff. IMCare is reviewing legislative changes and working on how to implement these changes with DHS contracting. IMCare is currently in contract negotiations for 2022 and also working on their budget with the county board.

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HHS Advisory Committee Minutes
September 9, 2021

There have been several recent staffing changes, a new Medical Director, Dr. Jay Huber, a new dental director Dr. Rachel Buchert, and Celeste Tarbuck, Claims Supervisor, is retiring the end of the year. Along with some other staff shuffling to various positions within the HHS agency and also HHS agency staff moving to IMCare.

Resignation of Melissa Weidendorf:

Melissa Weidendorf is no longer a District 3 resident and submitted her resignation. A motion was made by Ben Denucci and seconded by Sarah Anderson to accept the resignation of Melissa Weidendorf from the HHS Advisory Committee. Motion carried

Legislative Update:

Eric updated that the opioid settlement was reached this summer. Minnesota is estimated to receive \$300 million over the course of multiple years, with a portion of funds specifically dedicated to local governments. In September, AMC (Association of Minnesota Counties) will be working to discuss their role and how they can help counties to use these settlement funds proactively at the local level. Eric reviewed the Legislative Platform Development Process handout for the 2022 legislative sessions. The update from the Association of Minnesota Counties reviewed the 2021 priorities stating the COVID-19 response with local public health, Health and Human Service Waivers, and the substance use disorder billing error. Lastly, Eric reviewed the 2021 Health and Human Services legislative priorities that were submitted to the county board. Those being the COVID-19 response, using local public health as a resource to get out the vaccine, allowance for some of the temporary waivers that have been in place due to the COVID-19 pandemic to become permanent, Anoka Regional Treatment Center cost shift to counties, appropriate reimbursement on ICWA (Indian Child Welfare Act) funding, County Based Purchasing (CBP) clarification that counties are allowed to choose a CBP, and hold counties harmless for the underbilling by DHS (Department of Human Services) to counties on the county share of Substance Use Disorder Institutes of Mental Disease Payments.

HHSAC Subcommittee Reports:

AMHAC: Dan was unable to attend but did email Brenda an update to share. The Local Advisory Council held its last meeting on August 3rd. Luke St. Germain was the invited speaker. He spoke on veteran status in our county and particularly on how they can better receive services. He pointed out that veterans are often very independent minded and a large percentage of them do not seek the full complement of services they are entitled to. Luke urged the council to reach out to any family or friends who might be veterans and encourage them to investigate the possible services the VA may

Page Four
HHS Advisory Committee Minutes
September 9, 2021

be able to help them with. Veteran screening forms were made available and referred to during the meeting. The remainder of the meeting consisted of usual council business. The board chair urged members to look for any gaps in services over the course of the next month and bring these concerns to the next meeting.

ICCOA: The committee had not met since February of 2020, yesterday was the first meeting, allowing seniors to gather and visit. Lloyd updated on tax season, last year was handled a bit differently, the space at the airport is no longer available so they did intake through the United Methodist church. They normally serve around 1100 clients, but due to COVID and restrictions they were only able to serve 400 clients. They are still waiting on direction from AARP on how this year will be handled. They are hoping to do it by appointment and at the church again.

Provider Updates:

Northland Counseling – Angie provided an update for Northland Counseling. She stated their greatest struggle has been staffing. They had to close their children shelter down for a short time, and then with recruiting, hiring, training, it takes time to get staff ready but as of yesterday they were finally able to reopen the children shelter with 2 clients and 2 more coming in the near future. If staffing issues continue, they may need to close that program down. Northland is also struggling with staff getting trained in and then moving on to independent practices. They also had to close one of their adult chemical dependency centers in I 'Falls due to staffing. They are hopeful with the end of unemployment benefits people will be returning to the workforce and it will bring in some qualified candidates for their positions.

Elder Circle – Renee stated ElderCircle is still closed to the public but are continuing to serve people. They plan to keep their office closed until 2022. On August 12th there was a Senior Day Pavilion luncheon, drive thru style serving about 300 people. They were given bags with a lot of aging service information, providers, and resources. ElderCircle is starting a license with Aunt Bertha, and our platform is called All About Aging and will be utilized by aging service providers. Providers will be able to search this platform for services and put in a referral. Some agencies are signing a memorandum of agreement, which means they will turn around within 48 hours and reach out to that client. All ElderCircle services have continued despite the pandemic. The health and wellness classes and living well classes are being offered virtually and some in person. There is a library of about 30 iPads that are available to be signed out to help with technology barriers. ElderCircle hired an outreach coordinator, she will be working on activities focusing mostly on older adults. There will be calendar going out monthly with these activities. She is also working with Committee on Agency senior groups.

Page Five
HHS Advisory Committee Minutes
September 9, 2021

First Call for Help – Crystal stated they have been very busy. Suicide calls are up and have been increasing since COVID. They continue to try to keep enough staff available on the phones. They are taking more contracts on for counties for dispatching. It has been a little over a year now that they started the National Suicide Lines for 12 Minnesota counties. Expansion is happening due to call centers closing and staffing is definitely becoming an issue.

Other:

Ben Denucci stated he recently attended the Association of Minnesota Counties (AMC) board of directions meeting and the opioid issue came up. Other counties in other states are getting 80-85% of the opioid settlement and AMC will continue to work with and be in close communication with the Minnesota Attorney General's office and law firms representing counties as details of the settlement are finalized.

The next meeting is Thursday, November 4th with both in-person and virtual options available. This meeting will be held on the 1st Thursday of the month instead of the 2nd Thursday due to the Veterans Day holiday.

Adjournment:

There being no further business to come before the Advisory Committee, a motion was made by Lester Kachinske seconded by Dan Miesle to adjourn the meeting at 1:05pm. Motion passed.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 21, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1643

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Sara Thompson

AGENDA ITEM:

Balsam Creek Bridge Engineering Services Contract

BOARD ACTION REQUESTED:

Approve professional services agreement by and between Architectural Resources, Inc. and Itasca County for design, construction documents and construction management of Balsam Creek Bridge Replacement project, and approve necessary signatures.

BACKGROUND:

A Request for Qualifications for engineering services resulted in qualification proposals from WSN, Inc., Erickson Engineering, NTS, and ARI, Inc. Architectural Resources, Inc. (ARI) was selected based on quality of work, location, and project budget cost. They will be responsible for the design and construction management of the project.

COUNTY ATTORNEY REVIEW: No

SUPPORTING DOCUMENTATION: None

RESULT:

PULLED FROM AGENDA



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 21, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1776

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Cindy Shevich

AGENDA ITEM:

Sale of Tax-Forfeited Land to a Private Landowner per Special Legislation

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Sale of Tax-forfeited Land to Vincent Holsman per Special Legislation, which approves sale of South 2 rods of the East 16 rods of Government Lot 14, Section 4, Township 60, Range 26 per the 2021 Minnesota Law, Chapter 6, Article 2, Section 121 for a price of \$450.00 plus all associated costs.

BACKGROUND:

Special Legislation presented to the 2021 Regular Session of the 92nd Legislature passed into law as 2021 Minnesota Laws, Chapter 6, Article 2, Section 121, authorizes Itasca County to sell by private sale the tax forfeited lands described as South 2 rods of the East 16 rods of Government Lot 14, Section 4, Township 60, Range 26.

The County Board previously passed Resolution 2021-53 approving said law at the local government level.

The tax-forfeit parcel described above contains the home of the adjacent landowner. Vincent Holsman, the adjacent landowner, requested purchase of said property to secure full ownership of his home.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Location_Map 38-004-2803
2. PurchaseAgreement Holsman

09/21/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 09/28/2021 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 21, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1776

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Cindy Shevich

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COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Location_Map 38-004-2803
2. PurchaseAgreement Holsman

09/21/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 09/28/2021 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 21, 2021

RESOLUTION

**RE: SALE OF TAX-FORFEITED LAND TO A PRIVATE LANDOWNER PER SPECIAL
LEGISLATION**

WHEREAS, the adjacent landowner, Vincent Holsman has requested purchase of tax-forfeited land legally described as the South 2 rods of the East 16 rods of Government Lot 14, Section 4, Township 60, Range 26 for a price of \$450.00 and,

WHEREAS, 2021 Minnesota Laws, Chapter 6, Article 2, Section 121, authorizes Itasca County to sell by private sale the tax forfeited lands described as South 2 rods of the East 16 rods of Government Lot 14, Section 4, Township 60, Range 26.

WHEREAS, the Itasca County Board of Commissioners has classified the above described property as non-conservation land, and has determined that the public's interest would be best served by selling the tax-forfeited land directly to Vincent Holsman, who currently occupies the house located on said tax-forfeit parcel and owns the adjacent parcel to the south, and

NOW THEREFORE BE IT RESOLVED, that the Itasca County Board of Commissioners approves sale of the above described under the terms of the attached purchase agreement for a price of \$450.00, plus all associated costs.

Parcel #38-004-2803



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



0 25 50 100
Feet

South 2 rods of the East 16 rods of Lot 14,
Section 4, Township 60, Range 26

Seeking Special Legislation 2021

ITASCA COUNTY TAX FORFEIT LAND PURCHASE AGREEMENT

Regarding Itasca County Tax-Forfeited Land Described as:

PARCEL ID NUMBER: 38-004-2803	Sec-Twp-Rge: 4-60-26
Legal Description: South 2 rods of the East 16 rods of Government Lot 14, Section 4, Township 60, Range 26, West of the Fourth Principle Meridian.	

I, the undersigned, agree to pay to Itasca County the full amount of the appraised value for the above listed parcel(s) of Itasca County Tax-Forfeited land (including any timber or building value) plus any required fees as listed below:

TOTAL APPRAISED PRICE:	\$450.00
3% Assurance Fee:	\$13.50
State Deed Issuance Fee:	\$25.00
State Deed Recording Fee:	\$46.00
Deed Tax (\$1.65 for each \$500.00 of purchase price of purchase price)	\$1.65
\$50.00 Well Certificate Recording Fee (where applicable):	\$0.00

Sale date:	TOTAL PRICE:	\$536.15
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PAYMENTS ARE TO BE MADE AS FOLLOWS:

Appraised Value of Land	\$450.00
Full Appraised Value of Timber	\$0.00
Associated Fees	\$86.15

AMOUNT DUE DAY OF SALE:	\$536.15
AMOUNT PAID DAY OF SALE:	

BALANCE DUE ON or BEFORE 90 DAYS OF SIGNING

--

NO TIMBER SHALL BE CUT UNTIL ENTIRE PURCHASE PRICE IS PAID IN FULL

I understand that the premises are being sold AS IS and that Itasca County makes no warranties as to the condition of any buildings, wells, septic systems, soils, roads, or any other thing on the premises. The premises is being sold with the understanding that the buyer and seller agree to waive disclosuresrequired under Minnesota Statutes Chapters 513.52 to 513.60 and 1031.235 and any associated liabilities.

Please print and sign your name(s) as you would like it to appear on the deed:	
BUYER 1: Print full name to be recorded on deed	BUYER 2: Print full name to be recorded on deed
Vincent Holsman	
Signature:	Signature:
Phone number:	Phone number:
Date:	Date:

Name and address to which tax statements should be sent:	Ownership Desired (MUST CHECK ONLY ONE)
	Single Ownership; Individual
	Single Ownership; Partnership (must match buyer)
	Single Ownership; Corporation (must match buyer)
	Co-ownership; Joint Tenancy
	Co-ownership; Tennancy in Common

FOR COUNTY USE ONLY:	REV 8-18-2014
Witness:	Date:



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 21, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1782

DEPARTMENT: Land Department

PRESENTER: Cindy Shevich

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:

Utility Easement for Paul Bunyan Telephone Coop on Tax-Forfeited Trust Land

BOARD ACTION REQUESTED:

Approve utility easement for underground telecommunication purposes over and across tax-forfeited trust lands in Section 32, Township 57, Range 22 and authorize necessary signatures.

BACKGROUND:

This easement is for underground telecommunication purposes to benefit an adjacent land owners.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Easement 32-57-22

09/21/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 09/28/2021 2:30 PM
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ITASCA COUNTY UTILITY EASEMENT

This easement is granted this ____ day of _____, 2021, by Itasca County on behalf of the State of Minnesota in trust for the taxing districts, hereinafter referred to as the Grantor, to Paul Bunyan Telephone Cooperative, hereinafter referred to as the Grantee.

The address of the Grantee for purposes of any notification required herein shall be 1831 Anne Street NW, Bemidji, MN 56601.

RECITALS

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

NOW, THEREFORE, in consideration of the premises and terms hereinafter set forth, the Grantor hereby grants unto the Grantee its heirs, successors and assigns, until terminated as hereinafter provided, full right and authority to enter at any time upon, across and under a strip of land ten (10) feet in width on the parcels hereinafter described, and from time to time to erect, maintain, repair, upgrade, rebuild, relocate, operate and patrol power lines, including the right to erect poles and other power line structures, wires, cables, pipes and any necessary appurtenances, the right to clear said strip and keep it clear from brush, trees, buildings and fire hazards and the right to remove dangerous trees, if any, located beyond the limits of said strip.

TERMS

I.

Said easement is granted upon the East Ten feet (E. 10') of the following described parcels of unsold, tax-forfeited lands situated in Itasca County, Minnesota:

SEE ATTACHED EXHIBIT A

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

II.

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

III.

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

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

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

IV.

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

V.

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

VI.

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

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

VII.

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

VIII.

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

IX.

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

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

X.

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

XI

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

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

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

Operations Aggregate	\$3,000,000
Personal and Advertising Injury	\$1,500,000
Each Occurrence:	
Combined Bodily Injury and Property Damage	\$1,500,000

Limits

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

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

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

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

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

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

a. Workers' Compensation: (Statutory Limits)

Employer's Liability Insurance:

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

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

b. Commercial General and Automobile Liability Insurance:

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

Coverages above shall also include:

Premises - Operations

Contractual Liability (including oral and written contracts)

Explosion, Collapse, Underground Property Damage (XCU)

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

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

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

XII.

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

XIII.

Additional construction and maintenance specifications:

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

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

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

XIV

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

EXHIBIT A

Southwest Quarter of the Northwest Quarter (SW NW), Section Thirty-two (32), Township Fifty-seven (57), Range Twenty-two (22) AND

Northwest Quarter of the Southwest Quarter (NW SW) Less East One Hundred feet (E. 100') of the North Five Hundred Sixty feet (N. 560') and Less the East Fifty feet (E. 50') lying South of the North Five Hundred Sixty feet (N. 560'), Section Thirty-two (32), Township Fifty-seven (57), Range Twenty-two (22) AND

Southwest Quarter of the Southwest Quarter (SW SW), Less Section Thirty-two (32), Township Fifty-seven (57), Range Twenty-two (22) LESS that part described as follows: Beginning at the Southwest corner of the SW of SW, Section 32, Township 57 North, Range 22 West, of the Fourth Principal Meridian, proceed easterly on the south line of the SW of SW for a distance of 896.30 feet to a Point "A" on the west Right of Way line of the State Highway No. 65 as it is now defined. The above said south line has an assumed bearing of South 89 degrees 40 minutes 30 seconds East; thence proceed along the West Right of Way line of State Highway No. 65 to Point "B", Point "B" is determined thusly; from Point "A" proceed North 38 degrees 57 minutes 39 seconds East for a distance of 621.62 feet to Point "B"; thence South 81 degrees 02 minutes 34 seconds West for a distance of 245.41 feet to Point "C" which is the surface crest of this open pit mine; thence westerly and northwesterly along the existing surface crest of this open pit mine for an approximate distance of 1,151 feet, intersecting the west line of the SW1/4 SW1/4, Section 32, Township 57 North, Range 22 West, to Point "D"; thence South 1 degrees 00 minutes 00 seconds West along the West line of the SW1/4 SW1/4 to the point of beginning for a distance of 820 feet more or less. Parcel to contain 14.0 acres more or less. Less the following: Beginning at the intersection of the Westerly right-of-way line of State Highway Number 65 and the South line of said SW1/4 SW1/4; thence North 89 degrees 18 minutes 09 seconds West, bearing assigned, on the South line of said SW1/4 SW1/4 a distance of 350 feet; thence North 4 degrees 34 minutes 22 seconds East a distance of 200.00 feet; thence South 81 degrees 36 minutes 31 seconds East a distance of 400.00 feet to the intersection with said westerly right-of-way line of said Highway; thence Southwesterly on said right-of-way line to point of beginning.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 21, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1790

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Cindy Shevich

AGENDA ITEM:

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

BOARD ACTION REQUESTED:

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

BACKGROUND:

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

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Easement Agreement 9.1.21

09/21/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 09/28/2021 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 21, 2021

RESOLUTION

GRANT OF EASEMENT

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

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

RECITALS:

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

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

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

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

WITNESSETH:

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

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

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

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

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

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

e. The easements and rights of way described in this Section 1 are sometimes collectively referred to in this Agreement as the "**Easements**". Each of the Easement is and shall remain subject to the limitations set forth in Section 30.

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

3. Grantee shall, subject to the limitations set forth in Section 30, have the right to construct, operate, use, maintain, inspect, repair, renew, replace, reconstruct, alter, improve, upgrade, and remove Grantee's Facilities (as defined herein) located within the Distribution Easement Area, at any time and from time to time in Grantee's sole discretion, to the fullest extent provided in this Agreement. For the avoidance of doubt, Grantee shall also have the right to enlarge, add to, and relocate Grantee's Facilities within the Distribution Easement Area. Additionally, Grantee may, in its sole discretion, take such actions as necessary, convenient or desired for the construction, operation, regulation, control, grounding and maintenance of Grantee's Facilities, for the purpose of transmitting, distributing, regulating and controlling electric energy to be used for light, heat, power, communication, or other purposes. "**Grantee's Facilities**" shall collectively mean and include electric lines, consisting of one or more lines or towers, poles and other structures, wires, cables, including ground wires and communication circuits and/or cables, both overhead and underground, with necessary and convenient

foundations, footings, conduits, pullboxes, circuit breakers, metering and associated equipment and installations, guy wires and anchors, insulators and crossarms placed on said structures and facilities, and buildings, structures and similar improvements in connection with the aforementioned facilities, and other fixtures, appliances and appurtenances connected therewith. For the avoidance of doubt, "Grantee's Facilities" shall at all times be and remain the property of Grantee (or Grantee's successors or assigns, if and to the extent applicable).

4. Grantor shall, subject to the limitations set forth in Section 30, have the obligation, and Grantee shall, subject to the limitations set forth in Section 30, have the right, to clear and to keep clear the Easement Area free from explosives, buildings, structures, equipment, trees, vines, brush, combustible materials and any and all other obstructions of any kind (including, without limiting the generality of the foregoing, appurtenances, fences, and the parking of automobiles, trucks or other mechanical equipment), for the following reasons: (i) as may be required by the orders of an applicable governmental body having jurisdiction thereof, (ii) as may be necessary for the economical construction, maintenance or operation of Grantee's Facilities, (iii) for protection from fire and other hazards, (iv) for protection from interference with ingress and egress and with the unobstructed use of said easements and rights of way and every part thereof, and (v) for any and all purposes herein mentioned. In addition to the right of Grantee to remove trees from said Easement Area, Grantee shall, subject to the limitations set forth in Section 30, also have the right to trim or top and to keep trimmed or topped any and all trees on the lands of Grantor within said Easement Area, and any and all trees on the lands of the Grantor adjacent to said Easement Area for a distance of 75 feet from the exterior lines of said Easement Area, to such heights as in the reasonable judgment of Grantee, its successors or assigns, shall be reasonably necessary for the proper construction, operation and maintenance of Grantee's Facilities.

5. Without limiting the generality of the Easements granted herein, Grantee shall, subject to the limitations set forth in Section 30, have the right from time to time in its reasonable discretion to relocate the Easement Area to a different location on the Grantor Property; provided, however, that any such relocation shall be subject to Grantor's prior written approval; provided, further, that such approval shall not be unreasonably withheld, conditioned or delayed if such relocation would not materially interfere with Grantor's or Lessee's use and enjoyment of the Grantor Property or otherwise materially adversely affect the Grantor Property.

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

7. Grantee shall, subject to the limitations set forth in Section 30, have the right to assign or otherwise transfer all or any portion of Grantee's rights and/or interest in the Easements and this Agreement (including, without limitation, the right to apportion or divide in whatever manner Grantee reasonably deems necessary), whether by assignment, lease, sublease, subeasement, license, or any other means or manner whatsoever.

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

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

10. Indemnities.

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

any Claims arising out of, resulting from or incurred in connection with the discovery of any Hazardous Materials on or about the Grantor Property.

b. Lessee and Grantee each (for purposes of this Subsection 10.b, the “**First Party**”) covenants and agrees to defend, protect, indemnify and hold harmless the other party and its respective officers, directors, employees and agents (with respect to such party, “**Indemnitees**”), from and against any and all Claims arising from or as a result of or in any way related to, directly or indirectly, (i) the First Party’s exercise of any of the rights and privileges granted to it under the Lease or this Agreement (as the case may be), including damages relating to: (a) injury or death of any person (including without limitation, the employees of Indemnitees), and (b) damage to, or loss or destruction of any property, (ii) any material breach by the First Party of this Agreement, (iii) the use of the Easements and the Easement Area by the First Party, its agents and employees and (iv) the acts or omissions of the First Party, its agents and employees on or with respect to the Easement Area or the Grantor Property; provided, however, notwithstanding anything to the contrary, in no event shall the First Party have any liability to any Indemnatee for (i) the negligence or willful misconduct of such Indemnatee, or its employees, agents, contractors, vendors, or any other persons given access to the Grantor Property by such Indemnatee, (ii) pre-existing conditions affecting the Grantor Property, or (iii) the First Party’s mere discovery of any information potentially having a negative impact on the other party or the Grantor Property (including any Claims arising out of, resulting from or incurred in connection with the discovery of any Hazardous Materials on or about the Grantor Property).

c.

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

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

13. It is understood and agreed that this Agreement does not convey to Grantee any right, title or interest in or to any oil, gas, petroleum or other mineral or hydrocarbon substances within the limits of the said Easement Area, or otherwise, but that Grantor and Grantor’s successors and assigns, in prospecting for or developing oil, gas, petroleum or other mineral or hydrocarbon substances will do so from adjacent land and in such a manner as will not endanger

or interfere with the structures and facilities erected and installed under the Easements or with the operation or maintenance of the electric lines, communication circuits, or roads described under the Easements, and will not construct, place or maintain, or permit to be constructed, placed or maintained, any oil or mud sump, derrick, drilling rig, oil storage tank or other structure of any kind whatsoever, on any portion of said Easement Area.

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

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

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

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

18. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EACH PARTY (THE "**FIRST PARTY**") AGREES THAT NEITHER THE OTHER PARTY NOR SUCH OTHER PARTY'S OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS SHALL BE LIABLE TO THE FIRST PARTY OR THE FIRST PARTY'S OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FOR ANY CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING (WITHOUT LIMITATION) ANY LOSS OF ANTICIPATED REVENUES, PROFITS OR INTEREST,

CLAIMS OF CUSTOMERS, LOSS BY REASON OF ANY FACILITY SHUTDOWN OR NON-OPERATION, INCREASED EXPENSE OF OPERATION OF ANY FACILITY OR EQUIPMENT, OR ANY OTHER SPECIAL OR CONSEQUENTIAL MONEY DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE.

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

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

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

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

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

To Parcel 1 Owner: City of Grand Rapids, Minnesota
420 N. Pokegama Ave.
Grand Rapids, MN 55744

Attn: Matt Wegworth

To Parcel 2 Owner: City of Grand Rapids
420 N. Pokegema Ave.
Grand Rapids, MN 55744
Attn: Matt Wegworth

Itasca County, Minnesota
Itasca County Land Department
1177 La Prairie Ave.
Grand Rapids, MN 55744
Attn: Cindy Shevich

To Parcel 4 Owner: Grand Rapids – Itasca County Airport Commission
c/o City of Grand Rapids
420 N. Pokegema Ave.
Grand Rapids, MN 55744
Attn: Matt Wegworth

To Easement Parcel Grantor:

City of Grand Rapids
420 N. Pokegema Ave.
Grand Rapids, MN 55744
Attn: Matt Wegworth

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

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

24. This Agreement, including all recitals and exhibits hereto, constitutes the entire agreement between the parties with respect to the subject matter of this Agreement, and supersedes any prior or contemporaneous understandings, negotiations, representations, promises, and agreements, oral or written, by or between the Parties, with respect to the subject matter of this Agreement. No representations, inducements, promises, or agreements have been

made in connection with this Agreement by any party, or anyone acting on behalf of any party, other than those expressly set forth in this Agreement.

25. Except as provided in Section 30, this Agreement may be amended, modified or supplemented only by a written agreement executed by Grantor and Grantee, with a copy of the same being delivered to the Lessee. Any failure by either party to pay, perform, observe, satisfy or comply with any obligation, covenant, condition or term in this Agreement may be expressly waived only by a written agreement executed by the non-failing party, and any such waiver shall not operate as a waiver of any subsequent failure to pay, perform, observe, satisfy or comply with the same or any other obligation, covenant, condition or term.

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

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

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

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

30. Grantee hereby acknowledges and agrees that the easements and rights granted hereunder shall at all times be subject and subordinate in each and every respect to the Lease, as the same may be amended, modified, renewed, restated and supplemented from time to time. Grantee acknowledges and agrees that, in utilizing the easements and exercising the rights granted under this Agreement, Grantee shall not encumber, disturb or otherwise interfere with Lessee's rights in and to the Easement Fee Parcels, shall insure that Grantee's use of the Easement Fee Parcels shall be undertaken so as to minimize any interference in Lessee's use of the Easement Fee Parcels, and shall insure that Grantee's activities on the Easement Fee Parcels shall not interfere with the receipt of sunlight over the Easement Fee Parcels or impede or decrease the output or efficiency of the Lessee's solar Facility on the Easement Fee Parcels, except as approved in writing by the Lessee. Grantor, Grantee and Lessee each acknowledges and agrees that (a) Lessee is a third party beneficiary with respect to those rights and obligations under this Agreement related to Lessee and may enforce such provisions as if it were a party hereto, , and (b) the Agreement may be modified or amended at any time or from time to time, without notice to or the consent of Lessee; except to the extent any such modification or amendment could reasonably be expected to impact Lessee's rights or interests under the Lease or the subordinated nature of this Agreement.

[SIGNATURE PAGES FOLLOW]

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

GRANTOR:

PARCEL 1 OWNER:

CITY OF GRAND RAPIDS,
a Minnesota municipal corporation

By: _____
Name: _____
Title: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

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

WITNESS my hand and official seal.

Notary Public
My commission expires:

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

GRANTOR:

PARCEL 2 OWNER:

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

By: _____
Name: _____
Title: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

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

WITNESS my hand and official seal.

Notary Public
My commission expires:

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

GRANTOR:

PARCEL 2 OWNER:

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

By: _____
Name: _____
Title: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

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

WITNESS my hand and official seal.

Notary Public
My commission expires:

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

GRANTOR:

PARCEL 4 OWNER:

GRAND RAPIDS – ITASCA COUNTY AIRPORT
COMMISSION

By: County of Itasca, Minnesota, its authorized
signatory

By: _____
Name: _____
Title: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

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

WITNESS my hand and official seal.

Notary Public
My commission expires:

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

GRANTOR:

EASEMENT PARCEL GRANTOR:

CITY OF GRAND RAPIDS,
a Minnesota municipal corporation

By: _____
Name: _____
Title: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

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

WITNESS my hand and official seal.

Notary Public
My commission expires:

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

GRANTEE:

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

By: _____
Name: _____
Title: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

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

WITNESS my hand and official seal.

Notary Public
My commission expires:

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

ACKNOWLEDGEMENT AND AGREEMENT

The undersigned Lessee hereby acknowledges receipt of a copy of this Agreement and agrees to the provisions set forth in Recital B. and Section 30 hereof.

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

LESSEE:

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

By: _____
Name: _____
Title: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

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

WITNESS my hand and official seal.

Notary Public
My commission expires:

EXHIBIT A-1

Grantor Property – Parcel 1 Property

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

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

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

EXHIBIT A-2

Grantor Property – Parcel 2 Property

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

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

EXHIBIT A-3

Grantor Property – Parcel 4 Property

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

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

EXHIBIT A-4

Grantor Property – Existing Easement Property

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

EXHIBIT B-1

Description of Access Easement

Parcel 1:

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

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

Parcel 2:

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

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

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

Parcel 4:

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

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

Existing Easement:

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

EXHIBIT B-2

Depiction of Access Easement

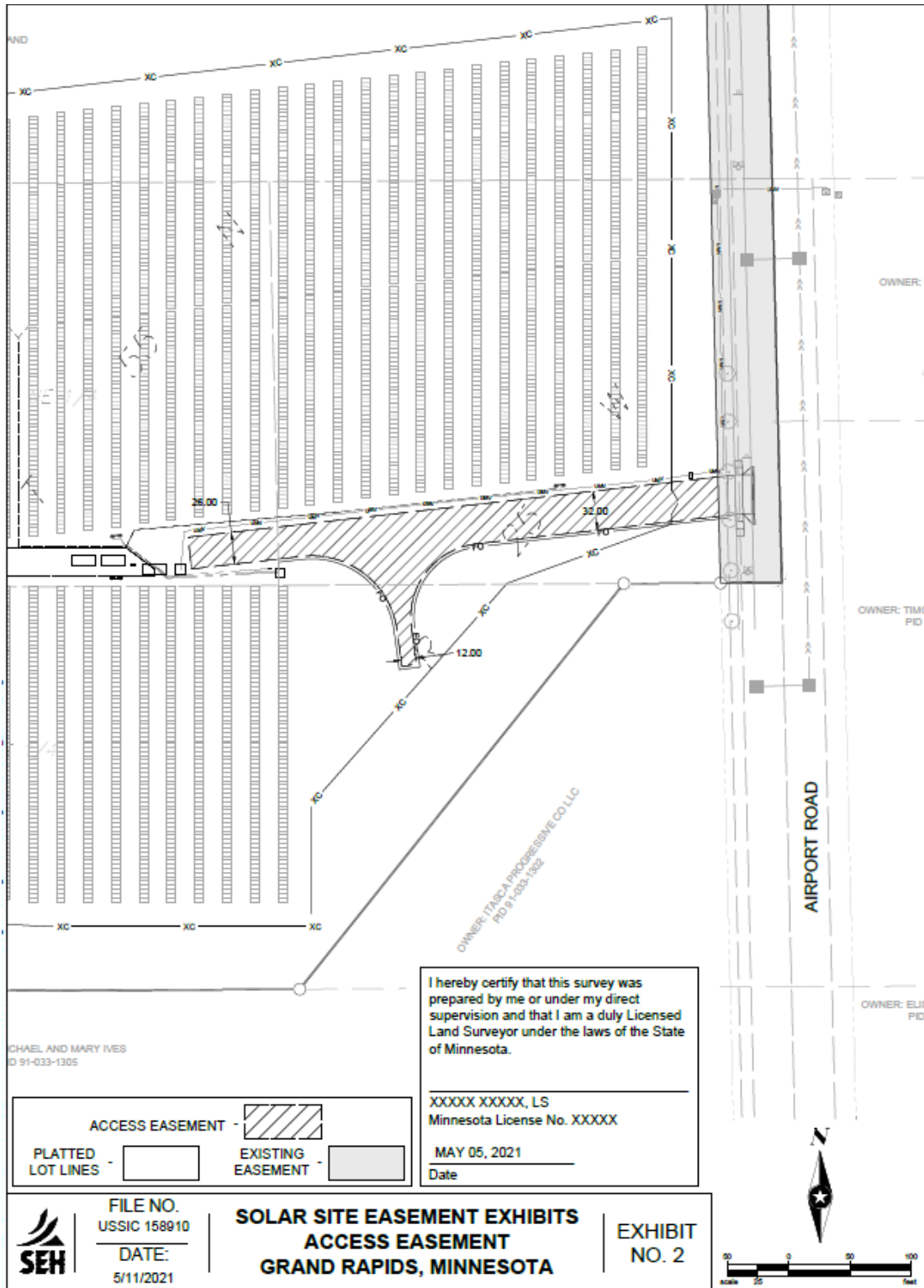


EXHIBIT C-1

Description of Distribution Easement

Parcel 1:

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

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

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

Parcel 2:

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

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

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

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

Parcel 4:

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

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

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

Together with

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

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

Together With

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

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

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

Existing Easement:

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

EXHIBIT C-2

Depiction of Distribution Easement

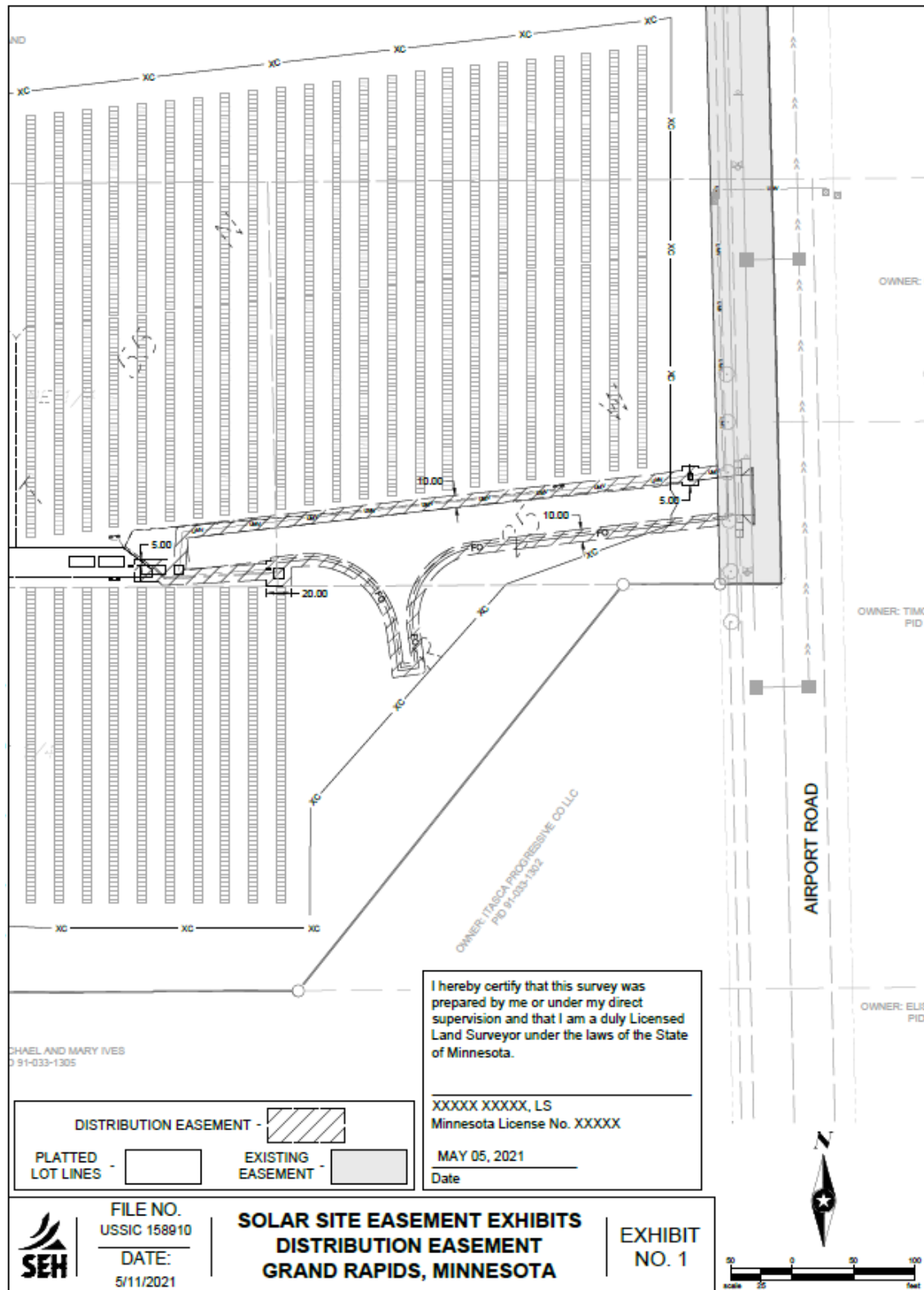


EXHIBIT D

Insurance Requirements

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

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

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

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

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

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

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 21, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1793

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Cindy Shevich

AGENDA ITEM:

Sale of Certain Portions of Tax-Forfeit Land to MN DOT for State Hwy 1 Improvement Project

BOARD ACTION REQUESTED:

Approve direct sale of tax-forfeited land, described and shown on the attachments, to the Minnesota Department of Transportation for the appraised value of \$7,700.00 plus customary closing costs.

BACKGROUND:

MN DOT is currently improving State Highway 1. They have requested portions of 3 tax-forfeited parcels. Conveyance will occur via Release Deed whereby the properties are released from the Tax-Forfeited Trust but remain under State ownership. This form of conveyance is used when a State agency acquires tax-forfeited property. This allows the Tax-Forfeited Trust to receive market value for the land and for the State to simply release the land from the Tax-Forfeited Trust.

COUNTY ATTORNEY REVIEW: NA

SUPPORTING DOCUMENTATION:

1. MN DOT ROW Plat 31-202

09/21/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 09/28/2021 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 21, 2021

RESOLUTION

RE: SALE OF TAX-FORFEITED LAND TO THE STATE OF MINNESOTA

WHEREAS, the State of Minnesota has requested purchase of tax-forfeited land located within Government Lot 4 and the Southeast Quarter of the Southwest Quarter of Section 30 and the Northeast Quarter of the Northwest Quarter of Section 31, all in Township 62 North, Range 22 West for the sum of \$7,700.00 plus all associated costs and

WHEREAS, Minnesota Statute 282.01, Subd. 1a, par (c) allows a tax-forfeited land to be released from trust in favor of the taxing districts to a state agency.

WHEREAS, Minnesota Department of Transportation is currently improving State Highway 1. The State has requested portions of 3 tax-forfeited parcels for the improvement of the Highway Right of Way.

NOW THEREFORE BE IT RESOLVED, that the Itasca County Board approves sale of that part of the above described property shown as Parcel 90 on Minnesota Department of Transportation Right of Way Plat Numbered 31-202 to the State of Minnesota, Department of Transportation for the sum of \$7,700.00 plus all associated costs, for highway right of way purposes.

MINNESOTA DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY PLAT NO. 31-202

CONTROL SECTION NO. 3101 (1=160) 905

IN GOVERNMENT LOT 4 OF SECTION 30, T.62 N., R.22 W.,
IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, T.62 N., R.22 W.,
IN GOVERNMENT LOT 1 OF SECTION 31, T.62 N., R.22 W.,
IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 31, T.62 N., R.22 W.,
IN THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 25, T.62 N., R.23 W.,
IN THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 36, T.62 N., R.23 W.,
ITASCA COUNTY, MINNESOTA

PLAT BOUNDARY DATA			
FROM	TO	DISTANCE(FT)	AZIMUTH
B20201	B20202	0.11	181°38'54"
B20202	B20203	1554.07	94°55'31"
B20203	B20204	C 272.10	110°55'32"
A 275.66	R 493.57	DEL 32°00'01"	RT
B20204	B20205	C 8.18	127°24'00"
A 8.18	R 493.57	DEL 0°56'56"	RT
B20205	B20206	372.34	127°52'28"
B20206	B20207	C 198.36	121°12'21"
A 198.81	R 854.10	DEL 13°20'13"	LT
B20207	B20208	162.53	179°52'31"
B20208	B20209	C 300.47	299°16'10"
A 301.60	R 1004.10	DEL 17°12'36"	RT
B20209	B20210	372.34	307°52'28"
B20210	B20211	C 194.87	291°24'00"
A 197.58	R 343.57	DEL 32°56'57"	LT
B20211	B20212	1544.70	274°55'31"
B20212	B20213	2648.31	267°11'27"
B20213	B20103	0.14	0°52'07"
B20103	N1/4 36	75.02	0°52'07"
N1/4 36	B20214	75.00	357°44'48"
B20214	B20201	2653.68	87°11'27"

ITASCA
COUNTY COORDINATES
NORTH ZONE
X=631034.084
Y=217756.302
NAD 83(2011 ADJ.)

COUNTY MONUMENT
IN ROCK MOUND
AT QUARTER CORNER

B20207 THROUGH B20208
ADJAINS PLAT 31-203

1-1/2 INCH CAPPED IRON PIPE
AT QUARTER CORNER

OFFICE OF COUNTY RECORDER
ITASCA COUNTY, MINNESOTA

I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN
THIS OFFICE FOR PUBLIC RECORD ON THIS 12
DAY OF JULY, 2021, AT 3:50 PM.
AND WAS DULY RECORDED AS DOCUMENT NO.
A000754175

COUNTY RECORDER

PLAT NO. 31-202

99160

THE COMMISSIONER OF TRANSPORTATION IS HEREBY DESIGNATING THE DEFINITE LOCATION OF TRUNK HIGHWAY NO. 1 FROM 1.25 MILES EAST OF THE JUNCTION WITH COUNTY ROAD 542 AND COUNTY ROAD 560 TO 2.25 MILES EAST OF THE JUNCTION WITH COUNTY ROAD 542 AND COUNTY ROAD 550

as shown on this plat prepared by the State of Minnesota Department of Transportation is hereby certified as the official plat of that portion of said T.H. No. 1 within the designated portion of Sections 25, 30, 31 and 36 and the Commissioner's Order therefor, pursuant to Minnesota Statutes, Section 160.085, Section 160.14 subd. 1, Section 161.16 subd. 2, and Section 161.18.

It is further ordered that the Commissioner of Transportation's Orders covering any existing right of way, outside of the plat boundary, shall remain in full force and effect until such time the existing right of way Orders are rescinded.

It is further ordered that it is necessary to acquire all trees, shrubs, grass and herbage within the right of way of said Trunk Highway, and to keep and have the exclusive control of the same.

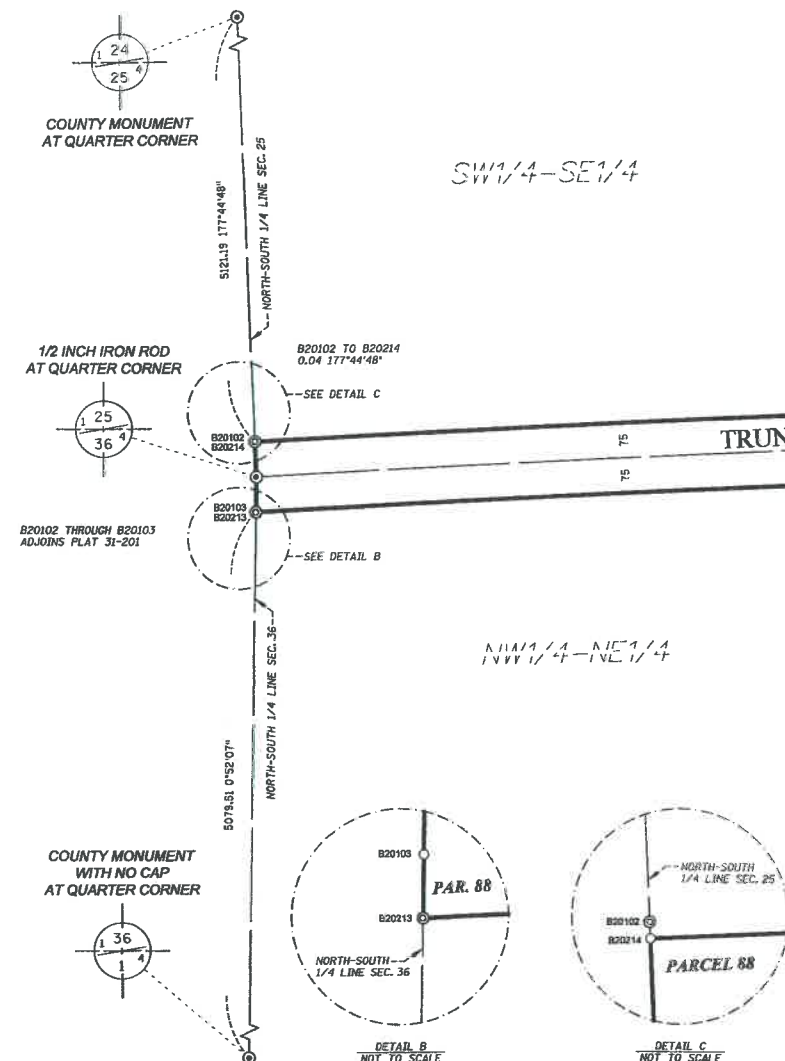
Commissioner's Order No. 99160 Location Plat 31-202 Nature of Interest: Definite location and width

Certified: Margaret Anderson, Kalihua
Commissioner of Transportation

by Peter W. Jenkins
Assistant Director, Office of Land Management

I hereby certify that this plat was surveyed and prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the Laws of the State of Minnesota; that all measurements are correctly shown on this plat; that the parcel(s) are correctly delineated on this plat; that the proposed right of way boundary lines are correctly designated on this plat; that Certificates of Location for the Public Land Survey Corner monuments as shown on this plat have been or will be filed in accordance with Minnesota Statute 381.12; and that this plat meets the requirements of Minnesota Statutes, Section 160.085, Section 160.14 subd. 1, Section 161.16 subd. 2, and Section 161.18.

Certified: by Kevin M. Sutherland License No. 50807 Date 5-18-2021
MNDOT District Office



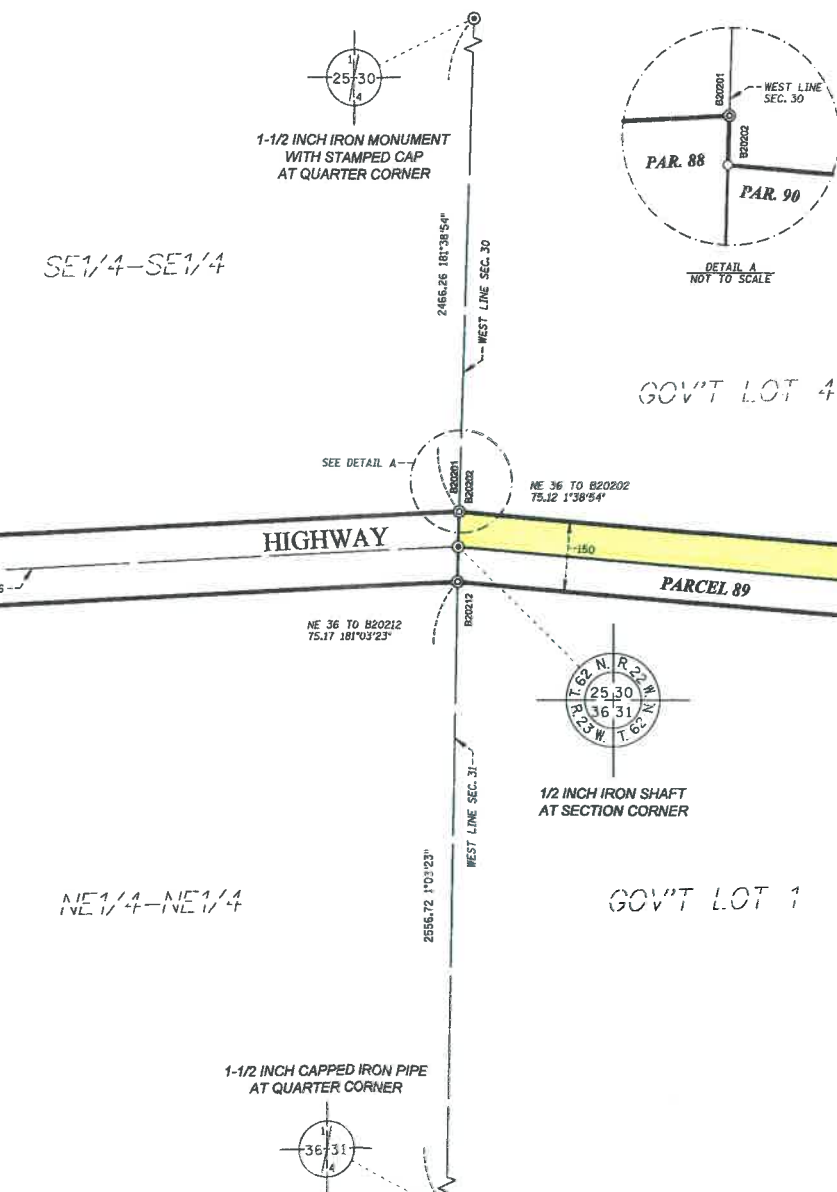
- NOTES:
1. Azimuths are based on the Minnesota County Coordinate System assuming 0 degrees 0 minutes 0 seconds for Grid North and all distances are horizontal lengths.
 2. Distances are shown in U.S. Survey Feet.
 3. Boundary monuments will be set following substantial completion of the project.
 4. Positional tolerance for boundary monuments as shown on this plat are plus or minus 0.10 feet.
 5. Any Public Land Survey Corner monument shown on this plat, if obliterated by construction, will be perpetuated per Minnesota Statute 160.15.
 6. Owners names are for reference only and are subject to change.
 7. All parcels shown on this plat may or may not have been acquired by the State of Minnesota. Check pertinent documents for each parcel to verify.
 8. Temporary Order (T.O.) gives the State of Minnesota all rights, title, easements, and appurtenances that are held by a political subdivision until the date said Temporary Order expires.
 9. For details of the survey contact the Minnesota Department of Transportation Duluth office.

RIGHT OF WAY IN SECTION 25 AND SECTION 36					
PARCEL	OWNER	LOCATION	NEW T.H. R/W ACRES MORE OR LESS	TEMPORARY EASEMENT ACRES MORE OR LESS EXPIRES	PERMANENT R/W INTEREST
88	STATE OF MINNESOTA	S1/2 SE1/4, SECTION 25 N1/2 NE1/4, SECTION 36	9.12		EASEMENT

NOTE: FOR BALANCE OF PARCEL 88 SEE PLAT 31-201

RIGHT OF WAY IN SECTION 30 AND SECTION 31					
PARCEL	OWNER	LOCATION	NEW T.H. R/W ACRES MORE OR LESS	TEMPORARY EASEMENT ACRES MORE OR LESS EXPIRES	PERMANENT R/W INTEREST
90	STATE OF MINNESOTA	GOVT LOT 4, SECTION 30 SE1/4 SW1/4, SECTION 30 NE1/4 NW1/4, SECTION 31	6.34		FEE

RIGHT OF WAY IN SECTION 31					
PARCEL	OWNER	LOCATION	NEW T.H. R/W ACRES MORE OR LESS	TEMPORARY EASEMENT ACRES MORE OR LESS EXPIRES	PERMANENT R/W INTEREST
89	D. DAVID GILBERT	GOVT LOT 1	1.97		FEE



CONVENTIONAL SYMBOLS					
Cast Iron Monument	2" x 2" D.O.T. Iron Tube with Cap	3/4" D.O.T. Rebar with Cap	Concrete or Stone Monument	Other Iron Monument	Boundary Corner
Section Line	Quarter Line	Sidebench Line	Parcel Line	R/W Boundary	Existing D.O.T. R/W
Centerline/Acquisition Line	Temporary Easement	Temporary Orders in Road	Underlying Line	Survey Line	Existing Access Control
					Access Control to be Acquired
					Private Easement
					D.O.T. Specific Interest

SCALE IN FEET



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 21, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1404

DEPARTMENT: Administrative Services

TIME REQUESTED: 10 Minutes

PRESENTER: Chair

AGENDA ITEM:

Citizen Input

BOARD ACTION REQUESTED:

Receive Citizen Input

BACKGROUND:

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

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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

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

Tuesday, September 21, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1660

DEPARTMENT: Land Department

TIME REQUESTED: 5 Minutes

PRESENTER: Kory Cease, Cindy Shevich

AGENDA ITEM:

Undivided 1/8 Interest Acquisition of Lot 3, Section 26, Twp 60, Rge 25

BOARD ACTION REQUESTED:

Approve purchase agreement for acquisition of an undivided 1/8 interest in Lot 3, Section 26, Township 60, Range 25 at a cost of \$14,500.00 to be paid from the Itasca County Land Replacement Trust Fund, and authorize County Board Chair and staff to sign purchase agreement and necessary closing documents.

BACKGROUND:

The current landowner acquired an undivided 1/8 interest in 1968 through a State Assignment Certificate. The Seller and the Itasca County Land Department have been in contact in regards to the acquisition since 2009. The landowner has agreed to sell his undivided interest in which the balance of the undivided interest is owned by the State of Minnesota, held in trust for the taxing districts. This purchase will allow the sole ownership of the Lot to be tax-forfeited. An appraisal was completed October 9, 2020, valuing said undivided 1/8 interest at \$14,500.00.

The remaining undivided interest is owned by the State of Minnesota, held in trust for the taxing districts. The Itasca County Land Department is in favor of this acquisition for the following reasons:

1. Rectifying fractional interests in undivided interest parcels is a long-term land policy goal for county managed lands.
2. Lot 3 is located in the Dunn-Stephens Memorial Forest and the majority of surrounding property is owned by the State of Minnesota. This property is best adapted for the production of timber than any other purpose.
3. Said Lot has approximately 1871 feet of lakeshore on Brush Shanty Lake. Minnesota Statute 282.018 requires all tax forfeit property with waterfront of more than 150 feet is withdrawn from sale. Therefore, the current undivided interest held tax-forfeit will remain as such.
4. The undivided interest currently owned by the State of Minnesota, held in trust for the taxing districts was classified in 2019 as Conservation and deemed to retain per mineral interests.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

- 1. Purchase Agreement Illi
- 2. map 60-026-4103
- 3. Purchase Agreement-Illi FULLY EXECUTED

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

PURCHASE AGREEMENT

This Agreement made this 12 day of MAY, 2021, between Warren A. Illi, a single person, whose address is 115 Dover Drive, Kalispell, MT, hereinafter called "Seller", and the State of Minnesota, in trust for the taxing districts, hereinafter called "Buyer".

WHEREAS, the Seller is offering for sale the following described property:

Twp	Rge	Sec	Legal	App. Ac.	PIN
60	25	26	Und 1/8 int in Lot 3	66.83	60-026-4103

WHEREAS, the Buyer wishes to acquire said property; and

WHEREAS, the Seller wishes to sell to the Buyer said property,

THEREFORE, it is hereby agreed as follows:

1. Transfer of ownership. Seller shall sell and convey by warranty deed to the Buyer all its right, title, and interest, except as otherwise specified herein, to the Property located in the County of Itasca, State of Minnesota, described as follows, to-wit:

Twp	Rge	Sec	Legal	App. Ac.	PIN
60	25	26	Und 1/8 int in Lot 3	66.83	60-026-4103

The parties shall execute any and all documents necessary to transfer the Property in accordance with the real property law of State of Minnesota. The Seller shall have the warranty deed prepared at the Seller's expense. The transfer will be accomplished on or before September 1, 2021.

2. Sale price. Buyer agrees to pay Seller **\$14,500.00** for the property described above in Paragraph 1.

3. Evidence of Title. Seller shall provide, at the Seller's expense, an updated abstract of the property to the Buyer. Buyer will check at the Buyer's expense, Seller's title to property prior to closing of sale. Seller's title to property must be acceptable to Buyer as a condition of sale. If

Seller fails to provide clear title to the property, then Buyer shall have the right, either (i) to waive such objection and proceed with the consummation of the purchase and sale pursuant hereto on the date of Closing, without reduction in the Purchase Price, in which event such exception will be a Permitted Encumbrance hereunder, or (ii) to terminate this Agreement.

4. Cost of transfer. The Seller shall bear and be responsible for any expenses necessary to provide marketable title to and transfer of the premises to the Buyer; including payment of state deed tax, Seller's pro-rated share of real estate taxes due in the purchase year, deed preparation cost, and cost of using a closing agent should the Seller choose to use a closing agent. The Buyer's expenses involved in the transfer referred to in paragraph one (1) herein shall be limited to the following: Purchase price, pro-rated share of real estate taxes due in the purchase year, and recording fees associated with the recording of the Warranty Deed referred to in paragraph one (1) herein.

5. County Board approval. This offer is contingent upon approval by the Itasca County Board of Commissioners (hereinafter County Board). This Agreement shall be presented to the Itasca Board of Commissioners for approval at its first scheduled regular meeting that occurs 2 or more weeks after the Buyer receives the signed purchase agreement from the Seller. This offer shall expire if the County Board fails to approve this agreement at that County Board meeting, unless the Buyer and Seller approve in writing an alternative expiration date.

6. Binding effect. This agreement shall be binding upon the parties hereto, their heirs, successors and assigns. The terms of this agreement shall be subject to and interpreted in conformance with the laws of the State of Minnesota.

7. IN WITNESS WHEREOF, the parties hereto have signed this agreement day and year first above written.

Seller by:

Warren A. Illi (signature)

JoAnn G. Illi (signature)

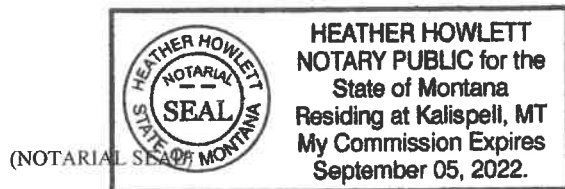
WARREN A. ILLI (Printed Name)

JOANN G. ILLI (Printed name)

State of MT

County of Flathead)ss

On this 12th day of May, 2021, Warren A. Illi, JoAnn G. Illi, appeared before me, a notary public for the County of Flathead, State of Montana



Heather Howlett
Notary Public

Itasca County, Minnesota

By: _____
Burl Ives, Chairperson
Itasca County Board of Commissioners

Brett Skyles
County Administrator

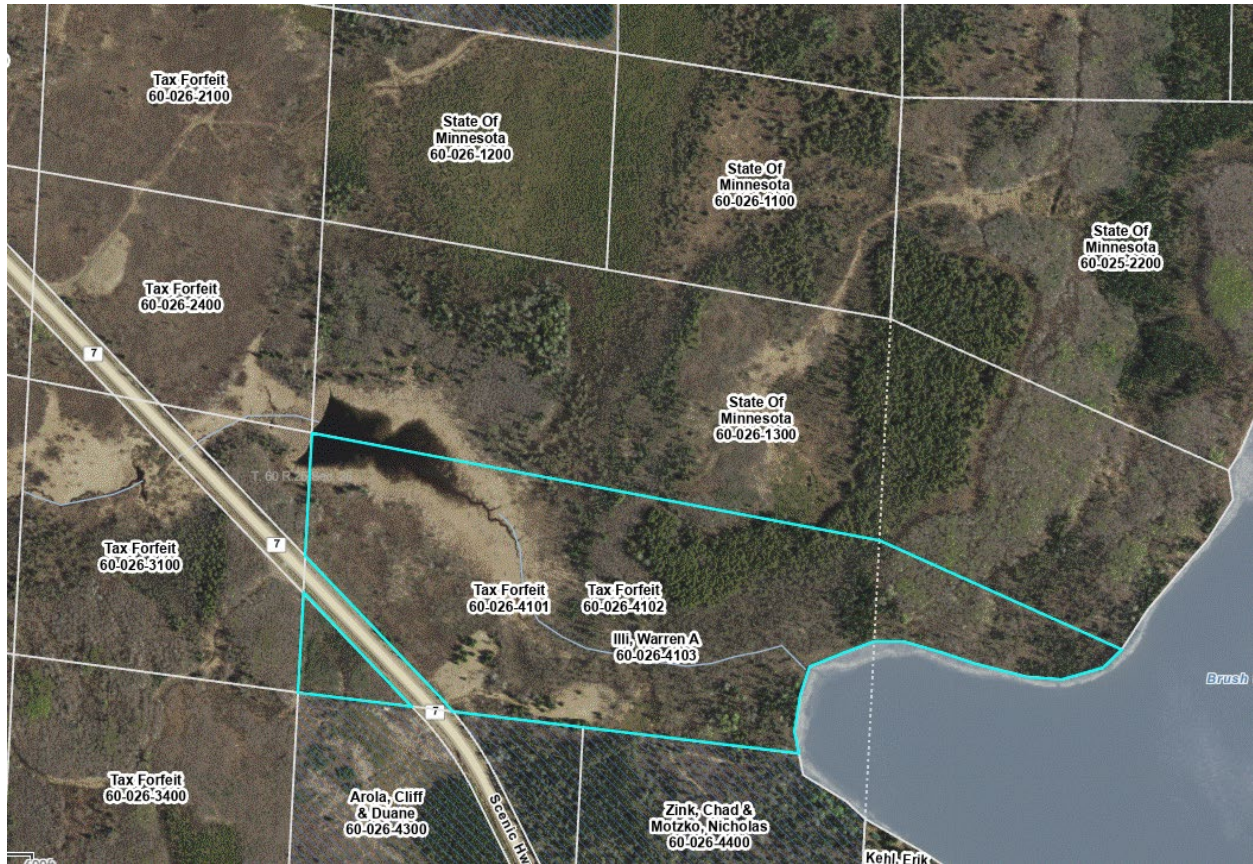
State of Minnesota)
)ss.
County of Itasca)

On this _____ day of _____, 2021, Burl Ives, Chairperson Itasca County Board of Commissioners and Brett Skyles, County Administrator, appeared before me, a notary public for the County of Itasca, State of Minnesota.

Notary Public, Itasca County

Parcel #60-026-4103

Undivided 1/8 interest in Gov't Lot 3, Section 26, Twp 60, Rge 25



PURCHASE AGREEMENT

This Agreement made this 12 day of MAY, 2021, between Warren A. Illi, a single person, whose address is 115 Dover Drive, Kalispell, MT, hereinafter called "Seller", and the State of Minnesota, in trust for the taxing districts, hereinafter called "Buyer".

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Seller fails to provide clear title to the property, then Buyer shall have the right, either (i) to waive such objection and proceed with the consummation of the purchase and sale pursuant hereto on the date of Closing, without reduction in the Purchase Price, in which event such exception will be a Permitted Encumbrance hereunder, or (ii) to terminate this Agreement.

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5. County Board approval. This offer is contingent upon approval by the Itasca County Board of Commissioners (hereinafter County Board). This Agreement shall be presented to the Itasca Board of Commissioners for approval at its first scheduled regular meeting that occurs 2 or more weeks after the Buyer receives the signed purchase agreement from the Seller. This offer shall expire if the County Board fails to approve this agreement at that County Board meeting, unless the Buyer and Seller approve in writing an alternative expiration date.

6. Binding effect. This agreement shall be binding upon the parties hereto, their heirs, successors and assigns. The terms of this agreement shall be subject to and interpreted in conformance with the laws of the State of Minnesota.

7. IN WITNESS WHEREOF, the parties hereto have signed this agreement day and year first above written.

Seller by:

Warren A. Illi (signature)

JoAnn G. Illi (signature)

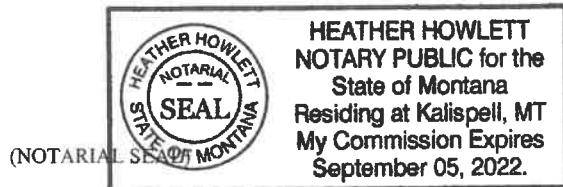
WARREN A. ILLI (Printed Name)

JOANN G. ILLI (Printed name)

State of MT

County of Flathead)ss

On this 12th day of May, 2021, Warren A. Illi and JoAnn G. Illi, appeared before me, a notary public for the County of Flathead, State of Montana



Heather Howlett
Notary Public

Itasca County, Minnesota

By:

Burl Ives
Burl Ives, Chairperson
Itasca County Board of Commissioners

Brett Skyles
Brett Skyles
County Administrator

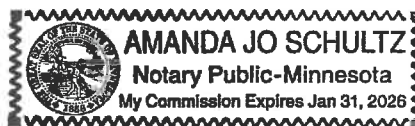
State of Minnesota)

)ss.

County of Itasca)

On this 23rd day of September, 2021, Burl Ives, Chairperson Itasca County Board of Commissioners and Brett Skyles, County Administrator, appeared before me, a notary public for the County of Itasca, State of Minnesota.

Amanda Jo Schultz
Notary Public, Itasca County





**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 21, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1796

DEPARTMENT: Administrative Services

TIME REQUESTED: 15 Minutes

PRESENTER: Andy Arens

AGENDA ITEM:

SWCD Update Presentation

BOARD ACTION REQUESTED:

Receive Soil and Water Conservation District (SWCD) Update Presentation.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. 2020 Itasca Co SWCD Accomplishments Report

RESULT:

INFORMATIONAL - NO ACTION TAKEN

Itasca County Soil and Water Conservation District (SWCD) 2020 Accomplishments Report

County programs, delegated to the SWCD:

- Aquatic Invasive Species program
 - **35,663 watercraft AIS inspections** at 33 accesses on 22 lakes.
 - **Surveyed 74 lakes and rivers, for the presence of AIS.**
 - **Removal/treatment of AIS in 57 water bodies**; hand pulling, herbicide, and the use of beetles.
 - 67 settling plates deployed in 54 lakes, to survey for the presence of adult zebra mussels.
 - 9 lakes sampled for zebra mussel veligers (microscopic juveniles)
 - \$33,200 in AIS control and prevention grants awarded to 7 organizations.
 - 13 community engagement events held reaching 7,000 residents and 200 children.
 - Decontaminations performed by 4 mobile units.
- Mn Wetland Conservation Act Enforcement (WCA)
 - **200 wetland related landowner contacts**
 - **15 Wetland Conservation Act permit applications**
 - Boundary or type: 6
 - No-Loss: 2
 - De minimis Exemptions: 3
 - Replacement plan: 4
 - **4.14 acres (180,268.70 sq ft) of wetland protected**
 - Potential violation sites investigated: 8
 - Violations served: 2
- Mn Buffer law enforcement
 - **Annual Buffer Law compliance review of one third of the County** (entire County ever 3 years is required) via aerial photography, follow-up ground truthing and information provided where needed. **No violations in 2020.**
- Local Water Management
 - Comprehensive local water management plan administration.
 - **Water Plan Implementation Committee (WPIC) administration.**
 - Voluntary **involvement in the Upper Mississippi River Headwater (UMHW) one watershed one plan (1W1P) comprehensive planning process.**

SWCD Direct State Programs:

Mn Board of Water and Soil Resources Programs (BWSR):

- **Cost share program:**
 - Bio log installation and native vegetation planting to **restored and stabilized 70' of shoreline on Jessie Lake.**
 - **11,000 square foot native wildflower and grass riparian buffer planting on Prairie Lake.**
- **Inspection of 7 RIM Reserve easements; all were compliant.**

Mn DNR Programs:

- Rain Gage program: Coordination of **180 rain gauge readings throughout the County**. Monthly summary sheets of daily precipitation totals from 19 summer volunteers and 7 winter volunteers. **Summary sheets were sent to the DNR monthly for entry and use in monitoring Itasca County drought levels.**

Minnesota Pollution Control Agency Grants (MPCA):

- Surface Water Assessment Grants (SWAG):
 - St. Louis river watershed:
 - **May through September Monthly water quality sampling of Helen and Island Lakes in Goodland area**; year 2 of 2-year sampling cycle.
 - Big Fork watershed (Northcentral County): **May through September Monthly water quality sampling of 7 lakes; Moose, Long, Trestle, Maple, Bello, Busties, and Mirror.**
- **April through October water quality data collected at two Highway 6 bridges over the Bigfork River, north Itasca and Craigsville** (Watershed Pollutant Load Monitoring Network - WPLMN). Data is collected during rising and falling water levels, to be used to determine pollutant input implications of fluctuating water levels.
- **All sampling data was reported to the State for permanent submission in their database, for use in management decisions.**
- **Ten eroding Bigfork River access sites evaluated, and improvement report generated;** future repair work is anticipated once state grant funding is secured.
- Watershed Restoration and Protection Strategy (WRAPS) Grants:
WRAPS utilize SWAG and other data to determine 10-year management plans for watersheds, including public education and comment events.
 - Little Fork/Big Fork/St. Louis watersheds
 - Upper Mississippi River Grand Rapids - UMGR (mid County)

County and SWCD Programs:

- **134 Shoreland Alteration Permit on-site reviews with Environmental Services;** typically by WCA staff member.
- **122 landowners provided one on one technical assistance on shoreland stabilization, stormwater management, and forest management;** mostly voluntary and some per planning Board condition.
- Spring native tree and plant sale:
 - Well over **100 residents served through native tree and plant sale;** 87 pre-orders plus walk-ins.
 - **Minnesota native, northern Minnesota hardy vegetation planted, totaling 6,225 plants:** 1,680 wildflowers, 480 grasses, 120 fruiting shrubs, and 3,945 trees.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 21, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1788

DEPARTMENT: Assessor

TIME REQUESTED: 20 Minutes

PRESENTER: Amber Peratalo, Dean Larson

AGENDA ITEM:

EagleView Pictometry Presentation

BOARD ACTION REQUESTED:

None-Informational Purposes Only

BACKGROUND:

To provide an overview of aerial imagery product and potential use within Itasca County.

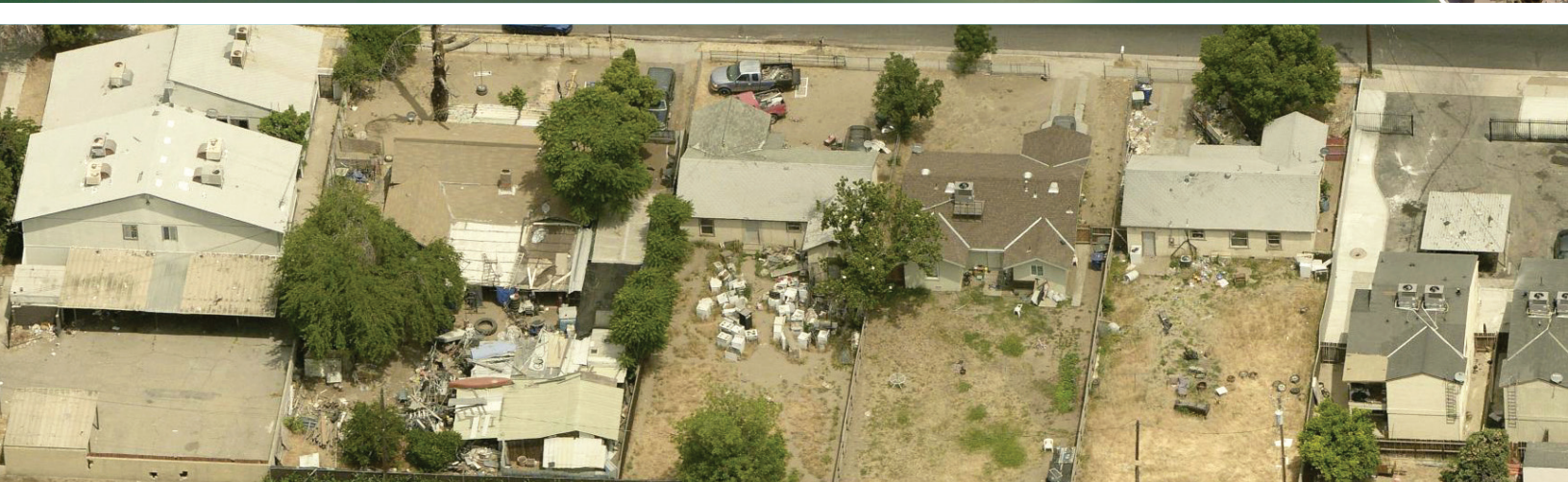
COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. High-Resolution Oblique Imagery Applications

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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High-Resolution Oblique Imagery for Counties



High- Resolution Imagery Applications for Counties

Agencies and departments within the county will now have access to high-resolution orthogonal and oblique imagery at no additional cost! Imagery can be accessed from any web browser through the cloud-based CONNECT™ platform, or ask about solutions for integrating the imagery into existing workflows for GIS, public safety and more. Oblique imagery allows you to view and measure not just from the top down but the sides as well, providing you with a natural perspective to recognize and respond to objects captured.

All county departments are welcome to access and use the oblique imagery.

ASSESSORS & APPRAISERS

- » Save time and fuel costs with fewer field inspections, particularly for rural or hard-to-access properties
- » Conduct formal and informal appeals
- » Preview properties for additions, new construction and permits prior to a field visit
- » Investigate land use classifications
- » Measure square footage, area, heights, lengths, widths, distances, angles and elevations of buildings, properties and roads
- » Achieve ROI and gain new revenues

COMMUNITY PLANNING, ENVIRONMENTAL ASSESSMENT & DEVELOPMENT

- » Inspect proximity of new developments to housing, schools and roadways
- » Measure angles, area, distance, height and width of any structure or property
- » View parcels from multiple directions to identify modifications to properties not recognizable from traditional street-view photos or orthogonal images
- » Examine environmentally sensitive areas

LAW ENFORCEMENT

- » Identify staging and surveillance areas
- » Plan searches, raids and seizures
- » Develop preemptive and concurrent tactical plans
- » Obtain pictorial references for court presentations and search warrant applications

FIRE DEPARTMENTS

- » Pre-plan responses for major structures and facilities
- » Zoom in and inspect structural compositions, roof layout and access points
- » Access structural inventories such as sprinklers and hazardous material lists

- » Send coordinates of house numbering systems to MDTs in vehicles en route

9-1-1

- » Quickly view a location using a Lat/Lon coordinate or physical address
- » View alternate traffic routes to incidents
- » Provide remote guidance on location of electrical wires and other obstacles that might impair equipment or helicopter access; clearly see all that otherwise might not be seen
- » Monitor foot chases through visual clues and provide assistance to officers on the scene
- » Plan for evacuation and traffic control

ENGINEERING, TRANSPORTATION & UTILITIES

- » Import data from GIS and other sources to assess location of water mains, electrical distribution systems and zoning information
- » Calculate acreage or square footage
- » Review properties for planning rights-of-way and easements
- » View neighborhoods from growth and traffic flow analysis

Access imagery for the county:

1. On your desktop — go to <https://explorer.eagleview.com>
2. On your mobile device, download CONNECTMobile on Google Play or the iTunes store.



25 Methodist Hill Dr.

Rochester, NY 14623

Toll Free: 888-771-9714

Main Line: 585-486-0093

Fax: 585-486-0098

EagleView Customer Support

888-771-9714 x4260

customersupport@eagleview.com



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 21, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1794

DEPARTMENT: Sheriff
PRESENTER: Brett Skyles

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
State Disaster Assistance

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Requesting State Disaster Assistance for public property damage from the July 27th, 2021 severe weather event and authorize Board Chair Burl Ives and County Administrator Brett Skyles to sign a letter to Governor Walz requesting State Disaster Assistance for the damage from the July 27th, 2021 severe weather event.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Ltr Gov Waltz.Sept 2021

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 21, 2021

RESOLUTION 2021-56

RE: REQUESTING STATE DISASTER ASSISTANCE

WHEREAS, the July 27th, 2021 Severe Storm/Wind Damage impacted the population of Itasca County and its cities; and

WHEREAS, the July 27th, 2021 Severe Storm/Wind Damage event caused significant amount of public property damage; and

WHEREAS, the Itasca County Department of Emergency Management requests the Itasca County Board of Commissions to request state disaster assistance for the damages from the July 27th, 2021 severe weather event.

NOW THEREFORE BE IT RESOLVED, the Itasca County Board of Commissions hereby requests state disaster assistance for the damages from the July 27th, 2021 severe weather event.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 21st day of September A.D. 2021 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 21st day of September A.D. 2021.

Administrator

ITASCA COUNTY SHERIFF'S OFFICE

VICTOR J. WILLIAMS, SHERIFF



440 1st Avenue NE • Grand Rapids, MN 55744 • 218-326-3477 • FAX: 218-326-4663

September 13th, 2021

Office of Governor Tim Walz
130 State Capitol
75 Martin Luther King Jr. Blvd
St. Paul, MN 55155

Dear Governor Walz:

Beginning July 23rd – July 26th, 2021, Itasca County experienced damage from a severe storm which caused extensive power loss from heavy rains and damaging winds of more than 70 mph from across a portion of the county.

On August 10th 2021, Itasca County declared a local emergency in response to this disaster.

Itasca County submitted a Damage and Impact Assessment Report to the Minnesota Department of Public Safety, Division of Homeland Security and Emergency Management (HSEM) which indicated storm damages of more than \$1,330,615.18. As a result of our initial damage estimates, Itasca County requested HSEM to conduct a State Preliminary Damage Assessment (PDA), which was conducted on September 9th, 2021.

The PDA revealed heavy rains and wind damage related costs and damages to our public infrastructure amounting to approximately \$1,182,750.17, exceeding 50% of the Itasca County Federal Damage Indicator of \$175,275.62

Itasca County is respectfully requesting state disaster assistance in accordance with Minnesota Statue 12B.30. Itasca County understands that this is a 75% reimbursement program.

Sincerely,

Burl Ives
Itasca County Board Chairperson

Brett Skyles
Itasca County Administrator