



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, January 18, 2022

2:30 PM

Itasca County Boardroom

FINAL

WORK SESSION MINUTES

I. CALL TO ORDER

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	Present	2:30 PM
Ben DeNucci	District #5	Present	2:30 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Approve the agenda, as presented.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, January 11, 2022 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. Change the ARDC appointment from Terry Snyder to Leo Trunt for the term expiring December 31, 2024.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/25/2022 2:30 PM
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2. Approve a new tobacco license for Edwards Oil Inc, dba Lucky Seven General Stores located at 1515 NW 4th Street, Grand Rapids MN 55744.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/25/2022 2:30 PM
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3. Approve the Forest Service Road Project Agreement 22-RO-11090300-004 between Itasca County and the Chippewa National Forest Service and authorize the County Engineer to sign the agreement.

RESULT:	RECOMMENDED FOR REGULAR	NEXT: 01/25/2022 2:30 PM
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4. Approve the Highway Easement Agreement for CSAH 7 Right of Way across WISCONSIN CENTRAL LTD. Railroad Right of Way to facilitate SAP 031-607-031 and authorize its execution.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/25/2022 2:30 PM
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5. Approve Road easement exchange between Tax-Forfeited Trust and private land owned by Erik and Amanda Nelson in Sections 8, 9 and 10, Twp 62, R22W under the terms set forth in the attached easements and authorize signature of the County Auditor.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/25/2022 2:30 PM
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6. Approve modification to the 2018 Snowmobile Trail Challenge Cost Share Agreement 18-CS-11090300-022 between Itasca County and the U.S. Forest Service and authorize necessary signatures.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/25/2022 2:30 PM
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7. Adopt the Resolution Re: Final Sponsorship of the Grant-in-Aid (GIA) Herb Brandstrom ATV/OHM Trail and authorize necessary signatures for the County-Club Agreement.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/25/2022 2:30 PM
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8. Approve signatures necessary to execute Joint Powers Agreement to form the Aitkin-Itasca-Mille Lacs Drug Task Force.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/25/2022 2:30 PM
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VI. DISCUSSION / INFORMATIONAL

1. Citizen Input

No citizen input provided.

2. Request for Abatement of Property Taxes

County Administrator Brett Skyles and Chief Deputy Auditor/Treasurer Deb Davis provided information regarding the request to approve the Penalty, Cost and Interest Abatement request from Bob Herdman (Eagle Properties) in the amount of \$9,637.86 for parcel numbers: 88-007-1100, 1101, 1200, 1300, 1400; 88-007-2100, 2200, 2400; 88-445-1500, 1600.

RESULT:	RECOMMENDED FOR REGULAR	NEXT: 01/25/2022 2:30 PM
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3. Project Labor Agreements for 2022 Highway Construction Projects

Motion To: Authorize the County Transportation Department to not require PLA's on the list of projects entitled "2022 Transportation Department Projects - Project Labor Agreements Worksheet."

RESULT:	FAILED (2 TO 3)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Burl Ives
AYES:	Davin Tinquist, Burl Ives
NAYS:	Terry Snyder, Leo Trunt, Ben DeNucci

Motion To: Require a Project Labor Agreement (PLA) on all projects greater than \$2 million on the list entitled "2022 Transportation Department Projects - Project Labor Agreements Worksheet," with the exception of the CSAH 3 Bituminous Rehabilitation project.

Motion To: Amend the motion to include all projects under \$2 million on the list entitled "2022 Transportation Department Projects - Project Labor Agreements Worksheet."

RESULT:	FAILED (2 TO 3)
MOVER:	Commissioner Ben DeNucci
SECONDER:	Commissioner Terry Snyder
AYES:	Leo Trunt, Ben DeNucci
NAYS:	Davin Tinquist, Terry Snyder, Burl Ives

The original motion returned to the table.

Motion To: Amend the motion to include projects with an Engineer's Estimate value of \$2 million and greater on the list entitled "2022 Transportation Department Projects - Project Labor Agreements Worksheet," with the exception of the CSAH 3 Bituminous Rehabilitation project.

RESULT:	APPROVED (3 TO 2)
MOVER:	Commissioner Ben DeNucci
SECONDER:	Commissioner Leo Trunt
AYES:	Terry Snyder, Leo Trunt, Ben DeNucci
NAYS:	Davin Tinquist, Burl Ives

4. Sale of Tax-Forfeited Land to Balsam Township for a Public Purpose
Real Estate Specialist Cindy Shevich provided information regarding the request to adopt the Resolution Re: Sale of Tax-forfeited Land to Balsam Township for a Public Purpose, which approves sale of the North 510 feet of the East 461.16 feet of the Northwest Quarter of the Southwest Quarter (NW SW), Section Eight (8), Township Fifty-eight (58), Range Twenty-four (24) under the terms provided in Minnesota Statute 282.01, Subd. 1a para. (b) for a price of \$16,200.00 plus all associated costs.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/25/2022 2:30 PM
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5. Land Replacement Acquisition in Section 26, Township 58, Range 24
Real Estate Specialist Cindy Shevich provided information regarding the request to approve a purchase agreement for acquisition of approximately 9.88 acres of land located in Balsam Township legally described as the South 330 feet of the Southeast Quarter of the Southeast Quarter (SE SE), Section Twenty-six (26), Township Fifty-eight (58), Range Twenty-four (24), at a cost of \$16,200.00 to be paid out of Land Replacement Trust Fund and authorize necessary signatures.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/25/2022 2:30 PM
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6. Approval of Donation to Itasca County of Outlot A, Highway 63 Commercial Park
Real Estate Specialist Cindy Shevich provided information regarding the request to approve a donation request by Robert G. Troumbly Enterprises, LLC for the donation of Outlot A, Highway 63 Commercial Park to the County of Itasca for public use, and authorize County Board Chair and staff to sign the attached Donation Agreement and necessary closing documents.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/25/2022 2:30 PM
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7. Itasca County Vaccination, Testing and Face Covering Policy
Motion To: Approve a stay on the Itasca County Vaccination, Testing and Face Covering policy pursuant to the recent Supreme Court ruling.

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 the County Board's Special Session Re: American Rescue Plan (ARP) Funding, and meetings with RAPP Strategies and Mesabi Metallics.

Commissioner Tinquist reported on his attendance of recent Itasca Waters and One Watershed/One Plan (1W/1P) meetings.

Commissioner Trunt reported on his attendance of the County Board's Special Session Re: American Rescue Plan (ARP) Funding, a meeting with Community Economic Development Associates (CEDA)/Sarah Carling, a Itasca County Township Association (ICTA) meeting, a City/County Cooperating Committee meeting, and a Western Mesabi Mine Planning Board (WMMPB) meeting.

Commissioner Snyder reported on his attendance of a recent Chippewa Forest Advisory Committee meeting, a City/County Cooperating Committee meeting, a meeting with Itasca Economic Development Corporation (IEDC), various township meetings, and meetings with RAPP Strategies and Mesabi Metallics.

VIII. ADMINISTRATOR UPDATE

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

IX. COMMISSIONER COMMENTS**X. CLOSED SESSIONS****XI. ADJOURN**

Chair Snyder adjourned the meeting at 3:33 PM.

ATTEST

Terry Snyder
Chair of the County Board



Brett Skyles
Clerk of the County Board



January 18, 2022

Chair:

PULL: None

ADDITIONS: None

CHANGES: None

INFORMATIONAL:

1. Item #6.5 – Additional Information

Amanda



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, January 11, 2022

2:30 PM

Itasca County Boardroom

DRAFT

REGULAR SESSION MINUTES

I. CALL TO ORDER

Vice-Chair Trunt 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	Absent	
Leo Trunt	District #3	Present	2:30 PM
Burl Ives	District #4	Present	2:30 PM
Ben DeNucci	District #5	Present	2:30 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Add Item #6.8 (Cancellation of Forfeiture) and approve the agenda, as amended.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, January 4, 2022 County Board Organizational/Work Session.

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

V. CONSENT AGENDA

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

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

1. Approve and authorize necessary signatures for the 2022-2024 Labor Contract for Itasca County Confidential Employee Association (ICCEA) which represents Human Resources and the Accounting Manager.

2. Authorize IMCare Director and County Board Chair to sign the contract between IMCare and Todd Newman, chiropractor.
3. Approve a Revocable License for Use of Property by and between Itasca County and the U.S. Department of Veterans Affairs and authorize necessary signatures.
4. Approve the Cooperative Construction Agreement between Itasca County and the City of Taconite and authorize the County Board Chair and Clerk to sign the agreement.
5. Adopt the Resolution Re: Repurchase of Lot Six (6), Block Two (2), Keewatin, by Patrick Winkleblack.
6. Adopt the Resolution Re: Repurchase of the North One Thousand One Hundred Feet (N. 1100') of the East Four Hundred Feet (E. 400') of the Northwest Quarter of the Northeast Quarter (NW NE), Section Seventeen (17), Township One Hundred Forty-nine (149) North, Range Twenty-nine (29) West of the Fifth Principal Meridian by Rosita J. Tupper.
7. Adopt the Resolution Re: Northwest Quarter of the Southeast Quarter (NW SE) and the Southwest Quarter of the Southeast Quarter (SW SE), Less the South 214.5 feet of the West 214.5 feet thereof, Section Two (2), Township Sixty-two (62), Range Twenty-five (25) by Cary J. Rondeau
8. Adopt the Resolution RE: Withdrawal of Tax-Forfeited Property described as the North 510 feet of the East 461.16 feet of the Northwest Quarter of the Southwest Quarter (NW SW), Section Eight (8), Township Fifty-eight (58), Range Twenty-four (24) from the Dunn-Stephens Memorial Forest.
9. Approve recommended classifications for Tracts 8 from Itasca County Land Classification Committee meeting held September 21, 2021.
10. Adopt the Resolution Re: Authorizing Execution of Agreement, which authorizes the Itasca County Attorney to execute agreements and amendments to the Crime Victim Services Grant.

VI. REGULAR AGENDA

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

Welcome new employee, David Jacobson, Administrative Support, Veteran Services Department effective December 20, 2021.

Welcome new employee, Sara Procopio, Social Worker, Health and Human Services Department effective December 27, 2021.

Welcome new employee Ryan Dowell, Highway Maintenance Worker, Road & Bridge Division, Transportation Department effective December 27, 2021.

Welcome new employee, Lindsey Wald, Social Worker, Health and Human Services Department effective January 3, 2022.

Congratulations to Marcie Witkofsky who accepted a job change from Records Deputy, Sheriff Office to Legal Secretary, Attorney Office effective January 3, 2022.

Welcome new employee, Roxann Stewart, Administrative Support, Probation Department effective January 3, 2022.

Congratulations to Tina Holets who has been promoted from Legal Support Specialist to Child Support Officer, Health & Human Services Department, effective January 3, 2022.

Farewell to Kelly Huffman whose last day as a Corrections Agent - Senior, Probation Department will be January 7, 2022 after 3+ years of service.

Welcome new employee, Ken Lipsy, Custodian, Administrative Services Department effective January 10, 2022.

Farewell to Sam Imbleau whose last day as a Corrections Deputy, Sheriff Department will be January 13, 2022 after 4+ years of service.

Farewell to Cari Burgess whose last day as an Elections/Licensing Specialist, Auditor/Treasurer Department will be January 18, 2022 after 1+ years of service.

Condolences to the team and family of Jayme Williams, Deputy Sheriff/Road Deputy, Sheriff Department who passed away on December 27, 2021. We acknowledge with sincere sympathy the significant loss to the entire Itasca County community.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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3. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of January 14, 2022, in the amount of \$1,046,836.13.

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

4. ICHHS Warrants

Motion To: Approve the Itasca County Health and Human Services (ICHHS) Department Warrants for December 2021, in the amount of \$2,635,013.78.

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

5. Re-appointment of Veteran's Service Officer

Motion To: Approve the re-appointment of Luke St. Germain to the position of Veterans Service Officer for a four-year term effective January 22, 2022 through January 21, 2026.

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

6. 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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7. Itasca County Vaccination, Testing, and Face Covering Policy

Motion To: Approve the Itasca County Vaccination, Testing, and Face Covering Policy, as required by Federal and State OSHA mandates.

RESULT:	APPROVED (3 TO 1)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Ben Denucci
AYES:	Davin Tinquist, Leo Trunt, Ben Denucci
NAYS:	Burl Ives
ABSENT:	Terry Snyder

8. Cancellation of Forfeiture

Motion To: Approve the Cancellation of Forfeiture for Parcel #88-001-1403, Owner Malachi Nelson.

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

VII. COMMISSIONER COMMENTS

Commissioner Trunt provided comment regarding recognition of Law Enforcement Appreciation Day on January 9, 2022 and communicated thanks and appreciation to those who serve.

VIII. CLOSED SESSIONS**IX. ADJOURN**

Vice-Chair Trunt adjourned the meeting at 3:12 PM.

ATTEST

Terry Snyder
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, January 18, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2098

DEPARTMENT: Administrative Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Terry Snyder, Leo Trunt

AGENDA ITEM:

ARDC Appointment Change

BOARD ACTION REQUESTED:

Change the ARDC appointment from Terry Snyder to Leo Trunt for the term expiring December 31, 2024.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

01/18/2022

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/25/2022 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 18, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2092

DEPARTMENT: Auditor / Treasurer

TIME REQUESTED: < 5 Minutes

PRESENTER: Deb Davis

AGENDA ITEM:

Approve New Tobacco License

BOARD ACTION REQUESTED:

Approve a new tobacco license for Edwards Oil Inc, dba Lucky Seven General Stores located at 1515 NW 4th Street, Grand Rapids MN 55744.

BACKGROUND:

A new tobacco license is required because Robert & Edward Skalko, owners of Edwards Oil Inc recently purchased the Lucky Seven General Stores. The change of ownership requires a new tobacco license for this location.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. NEW TOBACCO LICENSE

01/18/2022

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/25/2022 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 18, 2022

REQUEST FOR BOARD ACTION: RBA-2022-1954

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Kory Johnson

AGENDA ITEM:

USFS 3153, Eagle Nest Road, Project Agreement

BOARD ACTION REQUESTED:

Approve the Forest Service Road Project Agreement 22-RO-11090300-004 between Itasca County and the Chippewa National Forest Service and authorize the County Engineer to sign the agreement.

BACKGROUND:

Each year, Itasca County and the Chippewa National Forest work together to maintain roads within Itasca County. The Road Project Agreement 22-RO-11090300-004 allows for the two parties to cooperate and provide minor maintenance on roads under the Forest Service jurisdiction. Specific work completed under this agreement will be the application of chloride and grading of 4.0 miles of Eagles Nest Road. Work will be completed by Itasca County and funded by the Forest Service.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. 22RO11090300004 Itasca County_Eagle Nest Road For Signature

01/18/2022

RESULT:	RECOMMENDED FOR REGULAR	NEXT: 01/25/2022 2:30 PM
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FS Agreement No. 22-RO-11090300-004

Cooperator Agreement No. _____

ROAD PROJECT AGREEMENT
Between
ITASCA COUNTY
And The
USDA, FOREST SERVICE,
CHIPPEWA NATIONAL FOREST

This Project Agreement (agreement) is hereby made and entered into by and between ITASCA, COUNTY OF (INC.), hereinafter referred to as “COOPERATOR,” and the USDA, Forest Service, CHIPPEWA NATIONAL FOREST, hereinafter referred to as the “U.S. Forest Service,” as specified under the authority and provisions of the Cooperative Forest Road Agreement #20-RO-11090300-027 executed between the parties on May 13, 2020.

Project Title: ROAD BLADING AND CHLORIDE TREATMENT – EAGLE NEST ROAD

I. BACKGROUND:

The parties entered into a Forest Road Cooperative Agreement (Coop Agreement) on May 13, 2020. This Coop Agreement allows for the parties to cooperate in the planning, survey, design, construction, reconstruction, improvement and maintenance of certain forest roads. The Schedule A, which is attached to the Coop Agreement, identifies the maintenance responsibilities of the parties to the specific road systems and may be revised as necessary. The process of revising the Schedule A can be labor intensive and time consuming due to requiring extensive valuations and several levels of formal review. Accordingly, formal revision of the Schedule A does not readily lend itself to rapid response times, adjusting to limited funding opportunities and a high degree of site condition specificity.

The Coop Agreement allows for specific Project Agreements between the parties with the intent of completing work as expeditiously as available funds or work opportunities allow.

The Coop Agreement identifies numerous requirements for the development of Project Agreements. These requirements include but are not limited to:

- The specific project (road) must be included in an approved U.S. Forest Service – Cooperator plan (Schedule A).
- Mutual approval.
- The cost to be borne by each party.
- The amount of cooperative funds as set forth in the Project Agreement shall be the maximum commitment of either party unless changed by a formal modification prior to incurring any expense.



- Work must be completed in accordance with agreed upon standards.

II. PURPOSE:

The purpose of this Project Agreement (agreement) is to document the parties' cooperation in the road blading and chloride treatment of Eagle Nest Road, FS 2198. The work is described in the hereby incorporated Financial and Operating plan, attached as Exhibits A and B respectively.

III. THE COOPERATOR SHALL:

- A. Perform in accordance with the Financial and Operating Plan, Exhibits A and B.
- B. Bill the U.S. Forest Service for actual costs incurred, not to exceed \$10,800.00.

IV. THE U.S. FOREST SERVICE SHALL:

- A. Perform in accordance with the Financial and Operating Plan, Exhibits A and B.
- B. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse ITASCA COUNTY for the U.S. Forest Service's share of actual expenses incurred, not to exceed \$10,800.00, as shown in the Financial Plan. The U.S. Forest Service shall make payment upon receipt of COOPERATOR's MONTHLY invoice. Each invoice from COOPERATOR must display the total project costs for the billing period.

Each invoice must include, at a minimum:

- 1) COOPERATOR's name, address, and telephone number
- 2) U.S. Forest Service agreement number
- 3) Invoice date
- 4) Performance dates of the work completed (start and end)
- 5) Total invoice amount for the billing period

The invoice must be forwarded to:

U.S. Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Ave NE
Albuquerque, NM 87109

FAX: 877-687-4894

Send a copy to: Zachary Mclellan
200 Ash Avenue NW
Cass Lake, MN 56633
zachary.mclellan@usda.gov

**V. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:**

- A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Kory Johnson Address: 123 4 th St NW City, State, Zip: Grand Rapids, MN 55744 Telephone: 218-327-2843 FAX: 218-327-0688 Email: Kory.johnson@co.itasca.mn.us	Name: Kory Johnson Address: 123 4 th St NW City, State, Zip: Grand Rapids, MN 55744 Telephone: 218-327-2843 FAX: 218-327-0688 Email: Kory.johnson@co.itasca.mn.us

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Zachary Mclellan Address: 200 Ash Ave NW City, State, Zip: Cass Lake, MN 56633 Telephone: 218-335-8664 CELL: 218-214-3911 Email: zachary.mclellan@usda.gov	Name: Brenda Frenzel Address: 200 Ash Ave NW City, State, Zip: Cass Lake, MN 56633 Telephone: 218-335-8692 FAX: 218-335-8641 Email: brenda.frenzel@usda.gov

- B. In the event of a conflict between this Project Agreement and the Coop Agreement, the latter shall take precedence.
- C. FREEDOM OF INFORMATION ACT (FOIA). Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 USC 552). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2008 Farm Bill).

- D. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperatives, their Employees,



Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

- E. FUNDING EQUIPMENT. Federal funding under this agreement is not available for reimbursement of COOPERATOR's purchase of equipment. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over 1 year.
- F. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or COOPERATOR from participating in similar activities with other public or private agencies, organizations, and individuals.
- G. ENDORSEMENT. Any of COOPERATOR's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of COOPERATOR's products or activities.
- H. ALTERNATE DISPUTE RESOLUTION. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to, conciliation, facilitation, mediation, and fact finding.
- I. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS: All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:
 - (a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
 - (b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.
 - (c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
 - (d) If the Government determines that the recipient is not in compliance with this award provision, it:



(1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and

(2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

- J. MODIFICATION. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
- K. TERMINATION. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of this agreement after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination. (Excess funds must be refunded within 60 days after the effective date, OR Excess funds must be refunded in accordance with the REFUND provision of the agreement).
- L. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of last signature and is effective **through December 31, 2022** at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.
- M. AUTHORIZED REPRESENTATIVES. By signature below, the parties certify that the individuals listed in this document as representatives of each party are authorized to act in their respective areas for matters related to this agreement.



This agreement shall be effective as of the date herein written and shall supersede all prior existing agreements, if any, for the same roads.

KARIN GRANDIA, County Engineer
Itasca County, Minnesota

Date

JENNIFER K. YOUNGBLOOD, Forest Supervisor
U.S. Forest Service, Chippewa National Forest

Date

The authority and format of this agreement have been reviewed and approved for signature.

BRENDA
FRENZEL

Digitally signed by BRENDA
FRENZEL
Date: 2021.12.20 09:38:44 -06'00'

12/20/21

BRENDA FRENZEL
U.S. Forest Service Grants Management Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

Exhibit A

USFS Agreement No.:

22-RO-11090300-004

Cooperator Agreement No.:

Mod. No.:

Note: This Financial Plan may be used when:
(1) No program income is expected and
(2) The Cooperator is not giving cash to the FS and
(3) There is no other Federal funding

Agreements Financial Plan (Short Form)

Note: All columns may not be used. Use depends on source and type of contribution(s).

Financial Plan Matrix:

		FOREST SERVICE CONTRIBUTIONS			COOPERATOR CONTRIBUTIONS	
		(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) In-Kind	
COST ELEMENTS						
Direct Costs						(e) Total
Salaries/Labor		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Travel		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment		\$0.00	\$2,800.00	\$0.00	\$0.00	\$2,800.00
Supplies/Materials		\$0.00	\$8,000.00	\$0.00	\$0.00	\$8,000.00
Printing		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other						\$0.00
Subtotal		\$0.00	\$10,800.00	\$0.00	\$0.00	\$10,800.00
Coop Indirect Costs			\$0.00	\$0.00		\$0.00
FS Overhead Costs		\$0.00				\$0.00
Total		\$0.00	\$10,800.00	\$0.00	\$0.00	
		Total Project Value:				
		\$10,800.00				

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 100.00%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 0.00%
Total (f+g) = (h)	(h) 100.00%

WORKSHEET FOR

FS Cash to the Cooperator Cost Analysis, Column (b)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor

Standard Calculation

Job Description		Cost/Day	# of Days		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Non-Standard Calculation

Total Salaries/Labor		\$0.00
-----------------------------	--	---------------

Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Non-Standard Calculation

Total Travel		\$0.00
---------------------	--	---------------

Equipment

Standard Calculation

Piece of Equipment	# of Miles	Cost/Mile			Total
Road Grader	4.00	\$700.00			\$2,800.00
					\$0.00
					\$0.00

Non-Standard Calculation

Total Equipment

\$2,800.00

Supplies/Materials

Standard Calculation

Supplies/Materials		# of Miles	Cost/Mile	Total
--------------------	--	------------	-----------	-------

Magnesium Chloride Application		4.00	\$2,000.00	\$8,000.00
--------------------------------	--	------	------------	------------

\$0.00

\$0.00

Non-Standard Calculation

Total Supplies/Materials

\$8,000.00

Printing

Standard Calculation

Paper Material		# of Units	Cost/Unit		Total
----------------	--	------------	-----------	--	-------

\$0.00

Non-Standard Calculation

\$0.00

Total Printing

\$0.00

Other Expenses

Standard Calculation

Item		# of Units	Cost/Unit		Total
------	--	------------	-----------	--	-------

\$0.00

Non-Standard Calculation

Total Other

\$0.00

Subtotal Direct Costs	\$10,800.00
------------------------------	--------------------

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs			Total
-----------------------	-----------------------	--	--	-------

\$10,800.00

\$0.00

Total Coop. Indirect Costs

\$0.00

TOTAL COST	\$10,800.00
-------------------	--------------------

AGREEMENT # 22-RO-11090300-004
EXHIBIT B
OPERATING PLAN

STATEMENT OF WORK:

Itasca County Highway Department works cooperatively with the Chippewa National Forest to maintain Forest Service roads for residential traffic. The Forest Service agrees to pay for any materials required for work under this project agreement, up to \$10,800 for 2022, as agreed upon before any work is completed.

Work under this agreement will involve the following activities:

1. Blading of Eagle Nest Road FS 2198, total of 4.0 miles.
2. Annual application of magnesium chloride on Eagle Nest Road FS 2198 for dust abatement, total of 4.0 miles.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 18, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2074

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Joshua Falck

AGENDA ITEM:

CSAH 7 Highway Easement Agreement with Railroad WISCONSIN CENTRAL LTD

BOARD ACTION REQUESTED:

Approve the Highway Easement Agreement for CSAH 7 Right of Way across WISCONSIN CENTRAL LTD. Railroad Right of Way to facilitate SAP 031-607-031 and authorize its execution.

BACKGROUND:

The Transportation Department worked through the terms of this agreement with the Grantor in consultation with the County Attorney's office.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. EASE_CNWC_031-607-031_R0
2. EX-A_CNWC_031-607-031_R1

01/18/2022

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/25/2022 2:30 PM
----------------	--------------------------------	---------------------------------

Owner: Wisconsin Central Ltd.
Route: CSAH 7
Section: 22, T56N, R24W
County: Itasca
Project No.: D007-31, SAP 031-607-031
Parcel No.: 97-022-4100
Tract No.: 11

HIGHWAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that WISCONSIN CENTRAL LTD., a Delaware Corporation, duly authorized to do business in the State of Wisconsin, hereinafter referred to as Grantor, for Two Thousand Five Hundred and no/100 Dollars (\$2500.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, so far as it lawfully may, unto Itasca County, a body politic and corporate, hereinafter referred to as Grantee, a highway easement for the purpose of construction, operation, use, maintenance, repair and replacement of CSAH 7, hereinafter referred to as "Highway", over, across and upon the right of way and property of Grantor, in the vicinity of Grantor's Keenan Subdivision, Taconite Branch, Milepost 20.20, Bridge A49A, Itasca County, in the State of Minnesota, as shown on the plat labeled Exhibit A attached hereto and made a part hereof.

The grant aforesaid is made solely upon the conditions and limitations hereinafter contained, and the Grantee, by its acceptance of the said grant, accepts such conditions and limitations and agrees to the full, strict and prompt observance and performance thereof.

1. The easement granted in this indenture is limited to the uses and purposes hereinbefore expressed and for no other purpose whatever.

2. The construction and maintenance of said Highway across and upon and/or over said easement(s) shall be performed at no expense to Grantor.

3. The Grantor reserves to itself, its grantees (other than the Grantee named in this indenture), licensees, lessees, successors and assigns, the right not only to continue to keep and use or operate all tracks and other facilities or structures now upon or beneath the surface of, or above, the said described premises, but also the right to install and use or operate additional tracks, facilities and structures upon and beneath the surface of, or above, the said described premises and the Grantor reserves also the right to grant to others permission to install and use or operate other facilities and structures, including, but not limited to, underground pipes and conduits, upon and beneath the surface of the said premises, and overhead wires, cables, and poles or other structures for the support of such facilities and structures which may now or hereafter be on the said premises, provided that said installations can be made without interference with the use of the said premises as provided in this easement, impair the highway or interfere with the free and safe flow of traffic thereon. No attachments of any kind will be permitted to be installed on any structures or facility of the Grantee without the prior written consent of the Grantee, which consent will not be unreasonably withheld.

4. The Grantee shall, without charge or assessment therefore against the Grantor or the Grantor's property, construct the Highway in accordance with the plans and specifications titled Alignment D007-31, SAP 031-607-031, CSAH 7, which have been submitted to Grantor's Chief Engineer or his duly authorized representative. Grantee will perform all work and furnish any material necessary for the construction and maintenance

of the Highway. If any material changes to said plans and specifications are required for the future construction, operation, use, maintenance, repair and replacement of the Highway, within the easement area, Grantee shall submit plans and specifications to Grantor's Chief Engineer or his duly authorized representative for review and comment. The Grantee shall also assume and pay all expense incurred by the Grantor incident to, or as a result of, the exercise of this grant.

5. Neither the Grantor, nor its property, shall be subjected to any charge, assessment or expense, arising from, growing out of, or in any way attributable to, the maintenance of the Highway, including any costs for weed control or snow removal within the easement area. If the Grantor or its property is legally subjected to any such charge, assessment or expense, the Grantee shall pay Grantor, as additional compensation for the rights granted in this indenture, an amount of money equal to any such charge, assessment or expense paid by Grantor.

6. The Grantor does not warrant title to the said described premises in which the foregoing easement is granted and does not undertake to defend the Grantee in the peaceable enjoyment thereof, but the grant of easement aforesaid shall be subject to the continuing lien of all lawful outstanding existing liens and superior rights, if any, in and to said premises.

7. If any work to be performed by or for the Grantee is let by contract, the Grantee shall require each contractor before coming upon the Grantor's tracks or waylands, to obtain from the Grantor's authorized representative a right of entry agreement in Grantor's then-current format for occupancy and use of the premises and to ascertain and comply with the Grantor's requirements for clearances, operation, and its general safety regulations. The Grantor may furnish each contractor or the Grantee, at such contractor or Grantee's sole cost and expense, protective services and devices, including, but not limited to, switchtenders, flagmen, or watchmen, as the Grantor may deem desirable for the safety and continuity of railroad traffic during the work. Each contractor shall be required by the Grantee to prepay the Grantor for such protective services and devices furnished to the contractor. The Grantee shall withhold final payment to its contractor or contractors until the Grantor has notified the Grantee that all such bills have been settled.

The Grantee shall reimburse the Grantor within Thirty (30) days of invoice date for any work performed for the Grantee by the Grantor.

Cost and expense for work performed by Grantor, as referred to in this indenture, shall consist of the actual cost of labor and materials plus Grantor's standard additives in effect at the time the work is performed.

8. For any work let by contract, the Grantee shall require each of its contractors to furnish evidence of Workmen's Compensation coverage and to maintain at all times during any work: (A) Contractors' Public Liability and Property Damage Liability Insurance, including automobile coverage, with a combined single limit of \$5,000,000 per occurrence with an aggregate limit of \$10,000,000 for the term of the policy. The Railroad may raise the insurance limits required if it determines this as necessary; (B) if subcontractors are involved, Contractors' Protective Public Liability and Property Damage Liability Insurance with the limits prescribed in (A) above; and (C) Railroad Protective Public Liability and Property Damage Liability Insurance with the limits prescribed in (A) above. The Railroad

Protective policy shall name the Wisconsin Central Ltd. as the insured and shall include a waiver of subrogation. The policy shall be in a form acceptable to the Grantor and said insurance shall be primary as it relates to this contract. The Grantee shall require each contractor to furnish to the Grantor the original Railroad Protective policy and certificates evidencing the other insurance coverage required in this Section. The Railroad Protective policy and all other insurance certificates shall be subject to the Grantor's approval before any work may be started on the Grantor's property by any contractor.

9. If the public use of the permanent easement on the premises described in this indenture for the purposes expressed in it shall be abandoned or discontinued, the said easement shall thereupon cease and determine and the Grantee shall surrender or cause to be surrendered to the Grantor, or Grantor's successors or assigns, the peaceable possession of the said described premises, and title to the said premises shall remain in the Grantor, or its successors or assigns, free and clear of all rights and claims of the Grantee and of the public for use and occupancy of the said premises. Full and complete title, ownership and use of the Grantor's premises and of the portions thereof herein involved are reserved to Grantor, and its successors or assigns, subject to the right, permission and authority expressly granted in this indenture.

10. Subject to exceptions herein, this indenture and the conditions contained in it shall run with the land and be binding upon the respective grantees, licensees, lessees, successors and assigns of the parties.

11. Grantor hereby acknowledges the aforesaid consideration for the easement rights granted in this indenture represents payment in full for the realty interests herein conveyed, including any decrease in value to Grantor's remaining properties resulting therefrom, but Grantor does not waive or release any claim for trespass or negligence against the Grantee, or any agent or contractor of the Grantee, for any physical damage which may be caused to the Grantor's remaining properties or facilities.

IN WITNESS WHEREOF, the Grantor has caused this indenture to be signed and its corporate seal affixed by its proper duly authorized officers as of the _____ day of _____, 2022.

WISCONSIN CENTRAL LTD.

By: _____
James Fountain
Senior Manager, Real Estate – Southern
Region

Subscribed and sworn to before me this
____ day of _____, 2022

Notary Public

ATTEST:

ACCEPTED:

ITASCA COUNTY

By: _____
Brett Skyles, Clerk to the
Itasca County Board
of Commissioners

By: _____
Terry Sneider, Chair of the
Itasca County Board
of Commissioners

Subscribed and sworn to before me this
____ day of _____, 2022

Notary Public

- EXHIBIT A -
- HIGHWAY EASEMENT DESCRIPTION -

Itasca County Project: SAP 031-607-031
CSAH 7, ITASCA COUNTY, MINNESOTA

GRANTOR OWNED PROPERTY

Tract #11 (Tax Parcel #97-022-4100)

(Description based on document recorded in Book 27 of Deeds on Page 150)

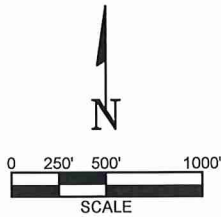
A strip of land 200 feet wide, being all of the land lying within 100 feet on each side of the center line of the branch line of railway known as the Alborn Branch as the same is now definitely located and construct through, over, and across the Northeast Quarter of the Southeast Quarter, Section 22, Township 56 North, Range 24 West, Itasca County, Minnesota.

PERMANENT EASEMENT TO BE CONVEYED

A permanent easement for highway purposes over, under, and across that part of **Tract #11** in the Northeast Quarter of the Southeast Quarter, Section 22, Township 56 North, Range 24 West, Itasca County, Minnesota, lying within 75.00 feet of **ALIGNMENT D007-31** as defined on SHEETS 02 and 03 of this **EXHIBIT A** and lying outside of the existing Right Of Way for CSAH 7.

Containing 0.23 acres, more or less.

- EXHIBIT A -
- ALIGNMENT D007-31, SAP 031-607-031 -
CSAH 7, ITASCA COUNTY, MINNESOTA
STA. 0+00 TO STA. 56+73



- SURVEY MONUMENT
- 75 ± 04 ALIGNMENT D007-31
STATION (1+00 = 100')
- ⚡ CALCULATED POSITION ON
ALIGNMENT D007-31

Right of Way Tract Sheet Index

(11) = Tract #11 (TP #97-022-4100): SHEET 03

NOTES:

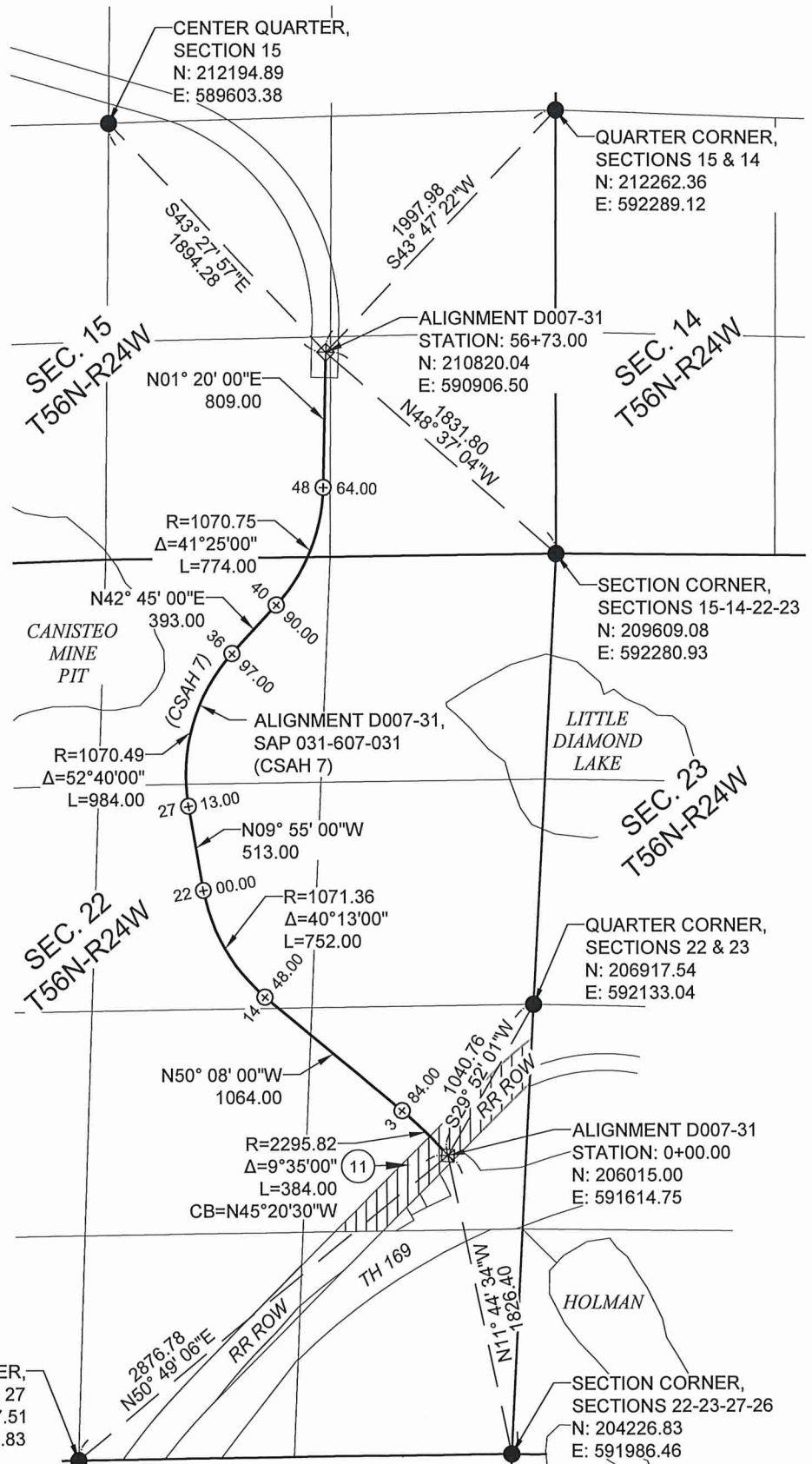
ALL COORDINATES ARE BASED ON THE MINNESOTA COUNTY COORDINATE SYSTEM - ITASCA COUNTY SOUTH ZONE.

ALL DIMENSIONS ON THIS SHEET REFERENCE ALIGNMENT D007-031.

ALIGNMENT D007-031 LINES ARE TANGENT TO ADJOINING CURVES.

MONUMENT POSITIONS PROVIDED BY ITASCA COUNTY SURVEYING DEPARTMENT.

ALL UN-DIMENSIONED SECTION SUBDIVISION LINES AND PARCEL LINES WERE COPIED FROM THE ITASCA COUNTY GIS ON 2020-02-06. TH 169 R/W IS BASED ON RECORDED R/W PLAT. ITASCA COUNTY GIS INFORMATION IS A COMPILATION OF DATA FROM DIFFERENT SOURCES WITH VARYING DEGREES OF ACCURACY AND REQUIRES A QUALIFIED FIELD SURVEY TO VERIFY.

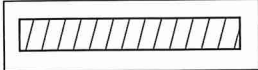
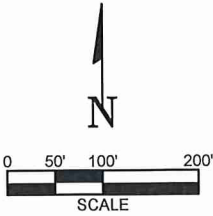


- EXHIBIT A - - EASEMENT DETAIL - CSAH 7, ITASCA COUNTY, MINNESOTA

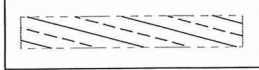
● SURVEY MONUMENT

75 ± 04 ALIGNMENT D007-31
STATION (1+00 = 100')

⬠ CALCULATED POSITION ON
ALIGNMENT D007-31



REPRESENTS PERMANENT
EASEMENT



REPRESENTS EXISTING
RIGHT OF WAY

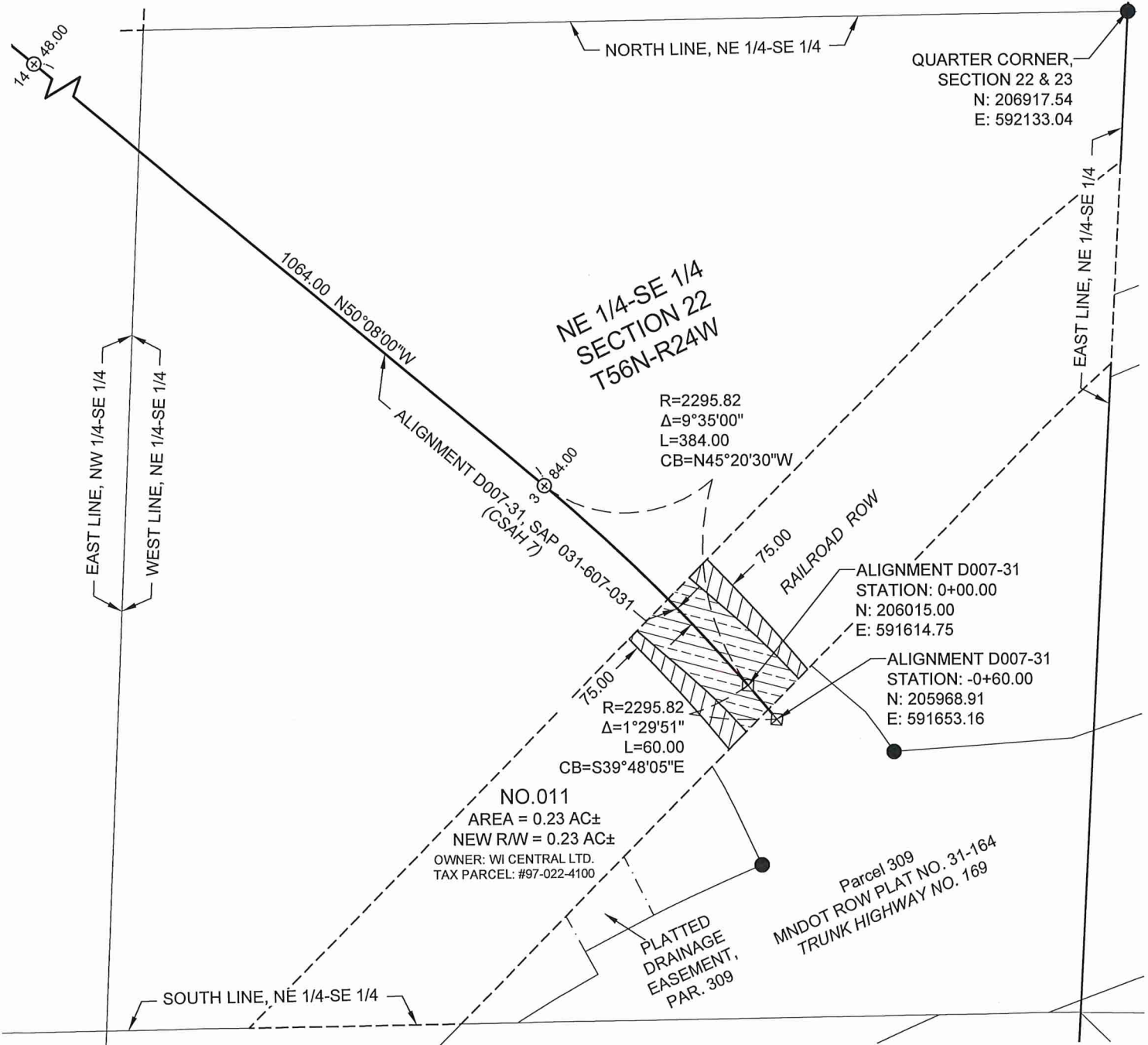
NOTES:

ALL COORDINATES ARE BASED ON THE MINNESOTA
COUNTY COORDINATE SYSTEM - ITASCA COUNTY SOUTH
ZONE.

ALIGNMENT D007-31 LINES ARE TANGENT TO ADJOINING
CURVES.

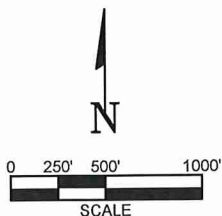
ALL UN-DIMENSIONED SECTION SUBDIVISION LINES AND
PARCEL LINES WERE COPIED FROM THE ITASCA COUNTY
GIS ON 2020-02-06. TH 169 R/W IS BASED ON RECORDED
R/W PLAT. ITASCA COUNTY GIS INFORMATION IS A
COMPILATION OF DATA FROM DIFFERENT SOURCES
WITH VARYING DEGREES OF ACCURACY AND REQUIRES
A QUALIFIED FIELD SURVEY TO VERIFY.

EXISTING RIGHT OF WAY AS SHOWN IS BASED ON 1957
HIGHWAY EASEMENT REGISTERED AS FILE #T000010179
AND THE EXISTING CENTERLINE OF CSAH 7 AS DEFINED
ON SHEET 04 OF THIS EXHIBIT A.



FILE PATH (N:\CSAH 7\031-607-031\DWG ROW)

- EXHIBIT A - - CSAH 7 ALIGNMENT "E007-2021" - EXISTING CENTERLINE (2021) ITASCA COUNTY, MINNESOTA



- SURVEY MONUMENT
- 75 04 ALIGNMENT E007-2021
STATION (1+00 = 100')
- ◊ CALCULATED POSITION ON
ALIGNMENT E007-2021

Right of Way Tract Sheet Index

(11) = Tract #11 (TP #97-022-4100): SHEET 03

NOTES:

ALL COORDINATES ARE BASED ON THE MINNESOTA COUNTY COORDINATE SYSTEM - ITASCA COUNTY SOUTH ZONE.

ALL DIMENSIONS ON THIS SHEET REFERENCE ALIGNMENT E007-2021.

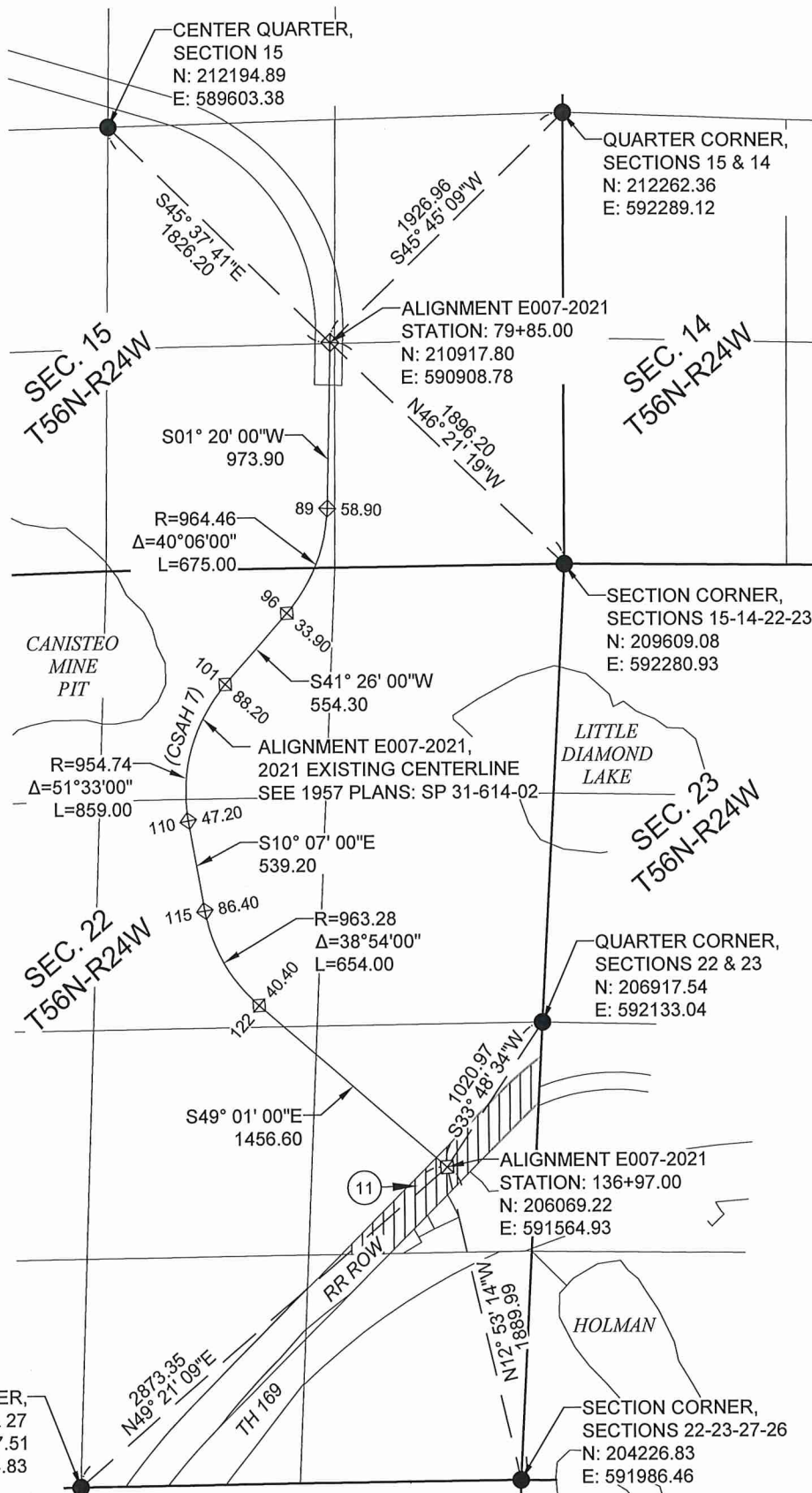
ALIGNMENT E007-2021 AS SHOWN CLOSELY APPROXIMATES THE EXISTING CENTERLINE OF CSAH 7.

ALIGNMENT E007-2021 LINES ARE TANGENT TO ADJOINING CURVES.

STATIONING ASSIGNED ALONG E007-2021 BASED ON RECORD TIES TO RR BRIDGE COMPONENTS AT STATION 137+00 IN 1957 SURVEY NOTES FOR SP 31-614-02.

MONUMENT POSITIONS PROVIDED BY ITASCA COUNTY SURVEYING DEPARTMENT.

ALL UN-DIMENSIONED SECTION SUBDIVISION LINES AND PARCEL LINES WERE COPIED FROM THE ITASCA COUNTY GIS ON 2020-02-06. TH 169 R/W IS BASED ON RECORDED R/W PLAT. ITASCA COUNTY GIS INFORMATION IS A COMPILATION OF DATA FROM DIFFERENT SOURCES WITH VARYING DEGREES OF ACCURACY AND REQUIRES A QUALIFIED FIELD SURVEY TO VERIFY.





**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 18, 2022

REQUEST FOR BOARD ACTION: RBA-2021-1950

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Cindy Shevich

AGENDA ITEM:

Road Easement Exchange in Sections 8-10, Twp 62, Rge 22

BOARD ACTION REQUESTED:

Approve Road easement exchange between Tax-Forfeited Trust and private land owned by Erik and Amanda Nelson in Sections 8, 9 and 10, Twp 62, R22W under the terms set forth in the attached easements and authorize signature of the County Auditor.

BACKGROUND:

Said easements fulfill the need for permanent legal access for both the county and said land owners.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Esmt Nelson to County
2. Esmt Cty to Nelson

01/18/2022

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/25/2022 2:30 PM
----------------	--------------------------------	---------------------------------

ROAD EASEMENT

In consideration of payment of the sum of **One Dollar (\$1.00) and other valuable consideration**, the receipt of which is hereby acknowledged, Erik S. Nelson and Amanda L. Nelson, husband and wife, whose address is 68544 Danyluk Road, Togo, MN 55723 herein called "**Grantors**" on _____, there is hereby granted to **the State of Minnesota in trust for its taxing districts**, whose address is **c/o Itasca County Land Commissioner, 1177 LaPrairie Avenue, Grand Rapids, MN 55744**, its successors and assigns, herein called "**Grantee**", an easement for the purpose of ingress and egress over a roadway no more than 33 feet in width to travel by vehicle or other means on, over, through and across that part of the following described land, to-wit:

That part of the roadway as described in the attached Exhibit A and as shown on the attached Sketch and Description over and across the Northeast Quarter of the Northeast Quarter (NE NE), Section Eight (8) and the Northwest Quarter of the Northwest Quarter (NW NW), Section Nine (9), all in Township Sixty-two (62) North, Range Twenty-two (22) West

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

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

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

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

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

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

Dated this _____ day of _____, 20 ____.

Erik S. Nelson

Amanda L. Nelson

STATE OF MINNESOTA)
) ss
COUNTY OF ITASCA)

This instrument was acknowledged before me this _____ day of _____, 20 ____ by

Erik S. Nelson and Amanda L. Nelson, husband and wife, Grantors.

(S E A L)

Notary Public

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

EXHIBIT A

EASEMENT A

A 33.00 foot wide easement for Forest Management Road purposes, across that part of the Northeast Quarter of the Northeast Quarter of Section 8, and the Northwest Quarter of the Northwest Quarter of Section 9, all within Township 62 North, Range 22 West of the Fourth Principal Meridian, Itasca County, Minnesota. The northerly line of said easement is described as follows:

Beginning at the northeast corner of said Section 8, with an assigned bearing of North 88 degrees 58 minutes 33 seconds West, along the North line of said Northeast Quarter of the Northeast Quarter, thence South 57 degrees 24 minutes 42 seconds West 41.58 feet; thence westerly 221.85 feet, along a tangential curve, concave to the North, with a central angle of 52 degrees 31 minutes 33 seconds, and a radius of 242.00 feet; thence North 70 degrees 03 minutes 46 seconds West, tangent with said curve, a distance of 155.53 feet to the North line of said Northeast Quarter of the Northeast Quarter; thence North 88 degrees 58 minutes 33 seconds West, along said North line, a distance of 720.41 feet; thence South 87 degrees 28 minutes 39 seconds West 214.04 feet; thence northwesterly 46.46 feet, more or less, along a tangential curve, concave to the northeast, with a central angle of 40 degrees 57 minutes 01 seconds, and a radius of 65.00 feet, to the North line of Northwest Quarter of the Northeast Quarter of said Section 8, and the said northerly line of a 33.00 foot wide easement terminates.

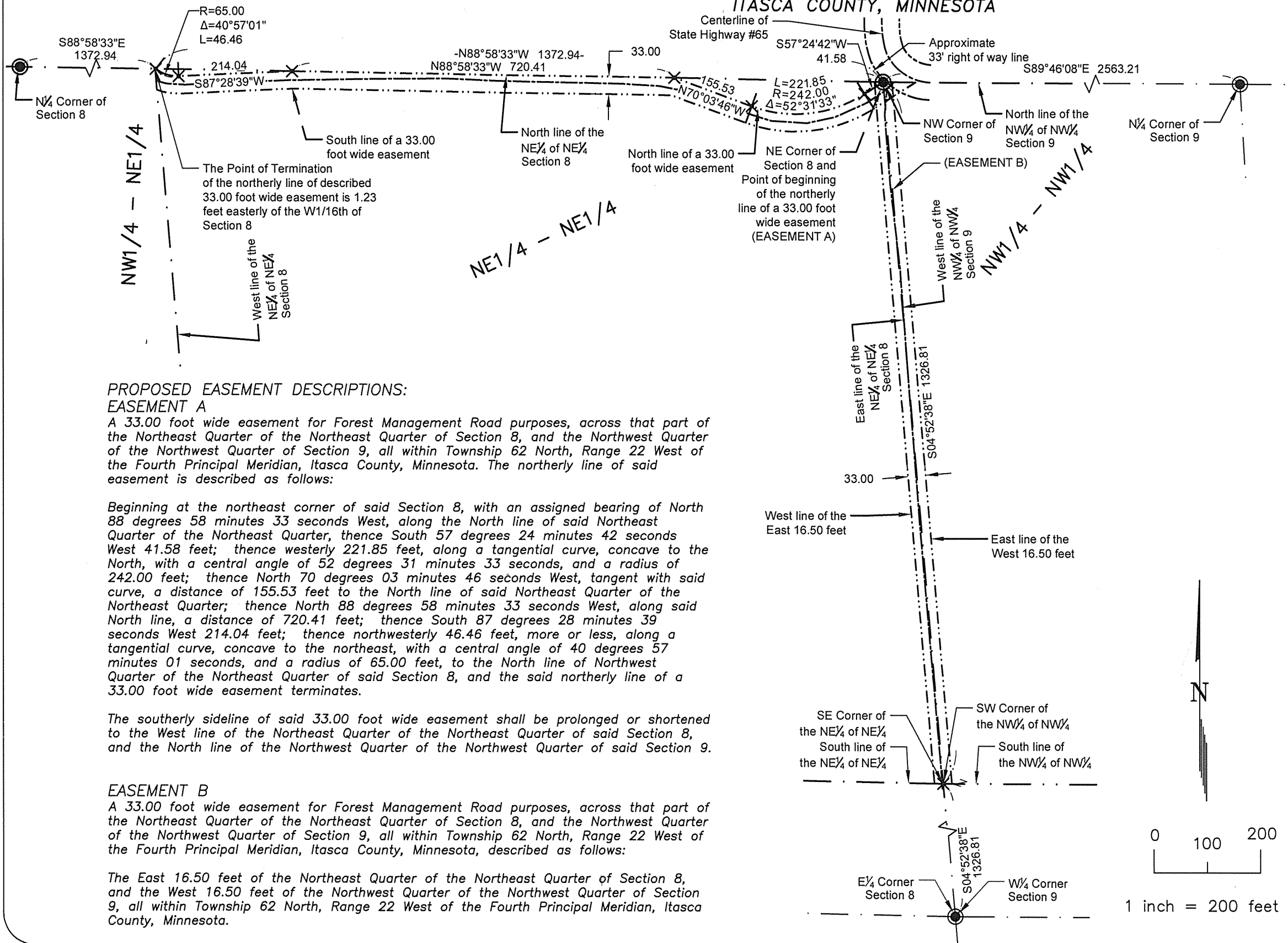
The southerly sideline of said 33.00 foot wide easement shall be prolonged or shortened to the West line of the Northeast Quarter of the Northeast Quarter of said Section 8, and the North line of the Northwest Quarter of the Northwest Quarter of said Section 9.

EASEMENT B

A 33.00 foot wide easement for Forest Management Road purposes, across that part of the Northeast Quarter of the Northeast Quarter of Section 8, and the Northwest Quarter of the Northwest Quarter of Section 9, all within Township 62 North, Range 22 West of the Fourth Principal Meridian, Itasca County, Minnesota, described as follows:

The East 16.50 feet of the Northeast Quarter of the Northeast Quarter of Section 8, and the West 16.50 feet of the Northwest Quarter of the Northwest Quarter of Section 9, all within Township 62 North, Range 22 West of the Fourth Principal Meridian, Itasca County, Minnesota.

SKETCH AND DESCRIPTION FOR ITASCA COUNTY LAND DEPARTMENT PARTS OF THE NORTHEAST QUARTER OF THE NORTHEAST OF SECTION 8, AND PARTS OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, ALL WITHIN TOWNSHIP 62 NORTH, RANGE 22 WEST, ITASCA COUNTY, MINNESOTA



Basis of Bearings:

Itasca County
North Zone Coordinate System
NAD 1983 (1996)

Legend

● Itasca County Monument
X Calculated position



Department of Surveying and Mapping

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

218-327-2854

8:00 AM to 4:30 PM, Monday - Friday

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

November 29, 2021

Guy T. Carlson
Guy T. Carlson
MN License No. 40991

0 100 200
1 inch = 200 feet

ROAD EASEMENT

In consideration of payment of the sum of **ONE DOLLARS (\$1.00 for land value; timber damages to be paid when incurred)**, receipt of which is hereby acknowledged, and pursuant to authority of the County Board of Commissioners of said County, herein called "**Grantor**", on _____, there is hereby granted to Erik S. Nelson and Amanda L. Nelson, husband and wife, whose address is 6855 Danyluk Road, Togo, MN 55723, their heirs and assigns, herein called "**Grantee**", an easement over tax-forfeited land for the purpose of ingress and egress over a roadway no more than 33 feet in width to travel by vehicle or other means on, over, through and across the following described land, to-wit:

The Southeast Quarter of the Northwest Quarter (SE NW) and the Northeast Quarter of the Northwest Quarter (NE NW), Section Ten (10), Township Sixty-two (62), Range Twenty-two (22), lying within 16.5 feet of each side of the centerline of the road as described on the attached Exhibit A and shown on the attached sketch and description.

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

1. Easement is granted pursuant to the provisions of Minnesota Statutes Section 282.04, Subd. 4a.
2. Easement shall be non-exclusive and appurtenant to and for the benefit of the parcel of land described as: Southwest Quarter of the Northwest Quarter (SW NW), Section Ten (10), Township Sixty-two (62), Range Twenty-two (22).
3. The Itasca County Board of Commissioners, by resolution dated ____ day of _____, 20____, has prescribed the terms set forth below.
4. Road construction and maintenance activities under such easement shall not exceed 33 feet in width without written approval by the Land Commissioner.

5. Road must be constructed and maintained in a manner that complies with forest management guidelines and County policy as followed by the Itasca County Land Department on similar tax-forfeited lands. Current road construction and maintenance guidelines should be obtained from the Land Department prior to planning such activities. All plans for road construction and significant maintenance must be pre-approved by the Land Commissioner prior to implementation to assure compliance with current requirements.
6. All roadway construction and maintenance desired by the **Grantee** or required by the **Grantor** pursuant to the terms of this easement, shall be the responsibility of the **Grantee** without any cost to the **Grantor** except that road damage caused by the **Grantor**, its agents or contractors (the general public does not constitute an agent of the **Grantor**), shall be the responsibility of the **Grantor** without any cost to the **Grantee**. **Any merchantable timber cut and forest regeneration damaged on the above mentioned right-of-way by the Grantee will be paid for by the Grantee at prevailing timber prices prior to being incurred.**
7. The roadway which is the subject of this easement shall be open for public use.
8. The map attached to this easement agreement is intended to show the approximate location of the road under easement. The **Grantor** does not guarantee the accuracy of this map, and the **Grantee** relies upon the same at their own peril. In the event, that the **Grantee** desires or needs a survey, such survey shall be at the sole expense of the **Grantee**.
9. Prior to consideration of this roadway for establishment as a public road by Itasca County or any Township, the roadway must be constructed to standards as set forth in the Itasca County Subdivision Ordinance as in effect as of the day of consideration for establishment.
10. The **Grantee** shall indemnify and hold the **Grantor** harmless from any and all liability for injury to, or death of, the **Grantee**, its agents, guests or invitees or destruction of, or damage to, the property of the **Grantee**, its agents, guests or invitees in any manner arising from or out of the existence, condition, operation or use of the roadway by the **Grantee**, its agents, guests or invitees. Further, the **Grantee** shall indemnify and hold the **Grantor** harmless from any and all liability for injury to, or death of, persons; or loss or destruction to or damage to property intentionally caused by the **Grantee**, its agents, guests or invitees. Intentionally means the actor either has a purpose to do the thing or cause the result specified or believes the act performed by the actor, if successful, will cause that result.

11. This easement shall revert to the State in trust for the taxing district in the event of nonuse.
12. The **Grantee's** address for the purpose of giving any notice of this agreement is as follows:
Name: Erik & Amanda Nelson
Address: 68544 Danyluk Road
Togo, MN 55723
13. This easement shall enure to the benefit of, and be binding upon, the heirs and assigns of the Parties hereto, if any.

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

County of Itasca, State of Minnesota

by Debra Davis
Chief Deputy Auditor
Itasca County, Minnesota

STATE OF MINNESOTA)
) ss.
COUNTY OF ITASCA)

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

Notary

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

EXHIBIT A

EASEMENT DESCRIPTION:

A 33.00 foot wide easement for Forest Management Road purposes, across that part of the Northeast Quarter of the Northwest Quarter and the Southeast Quarter of the Northwest Quarter, of Section 10, Township 62 North, Range 22 West of the Fourth Principal Meridian, Itasca County, Minnesota. The centerline of said easement is described as follows:

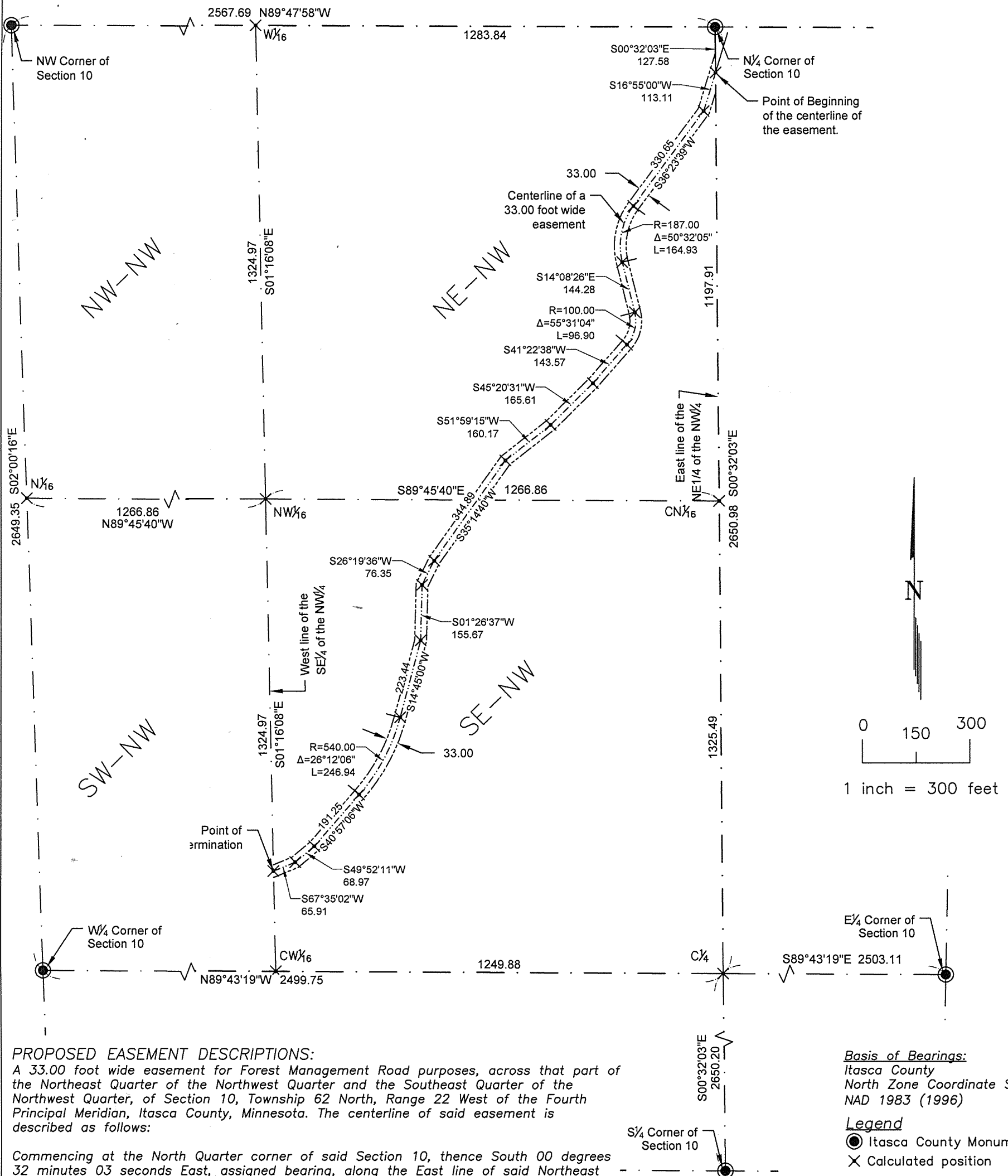
Commencing at the North Quarter corner of said Section 10, thence South 00 degrees 32 minutes 03 seconds East, assigned bearing, along the East line of said Northeast Quarter of the Northwest Quarter, a distance of 127.58 feet, to the point of beginning of said centerline; thence South 16 degrees 55 minutes 00 seconds West 113.11 feet; thence South 36 degrees 23 minutes 39 seconds West 330.65 feet; thence southerly 164.93 feet, along a tangential curve, concave to the East, with a central angle of 50 degrees 32 minutes 05 seconds, and a radius of 187.00 feet; thence South 14 degrees 08 minutes 26 seconds East, tangent to said curve, a distance of 144.28 feet; thence southerly 96.90 feet, along a tangential curve, concave to the West, with a central angle of 55 degrees 31 minutes 04 seconds, and a radius of 100.00 feet; thence South 41 degrees 22 minutes 38 seconds West, tangent with said curve, a distance of 143.57 feet; thence South 45 degrees 20 minutes 31 seconds West 165.61 feet; thence South 51 degrees 59 minutes 15 seconds West 160.17 feet; thence South 35 degrees 14 minutes 40 seconds West 344.89 feet; thence South 26 degrees 19 minutes 36 seconds West 76.35 feet; thence South 01 degrees 26 minutes 37 seconds West 155.67 feet; thence South 14 degrees 45 minutes 00 seconds West 223.44 feet; thence southwesterly 246.94 feet, along a tangential curve, concave to the northwest, with a central angle of 26 degrees 12 minutes 06 seconds, and a radius of 540.00 feet; thence South 40 degrees 57 minutes 06 seconds West, tangent with said curve, a distance of 191.25 feet; thence South 49 degrees 52 minutes 11 seconds West 68.97 feet; thence South 67 degrees 35 minutes 02 seconds West 65.91 feet, more or less, to the West line of said Southeast Quarter of the Northwest Quarter, then said centerline terminates.

The sidelines of said 33.00 foot wide easement shall be prolonged or shortened at the East line of the said Northeast Quarter of the Northwest Quarter and at the West line of said Southeast Quarter of the Northwest Quarter.

SKETCH AND DESCRIPTION

FOR ITASCA COUNTY LAND DEPARTMENT

PART OF THE EAST HALF OF THE NORTHWEST QUARTER, SECTION 10, TOWNSHIP 62 NORTH, RANGE 22 WEST, ITASCA COUNTY, MINNESOTA



ITASCA COUNTY

Department of Surveying and Mapping

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

218-327-2854

8:00 AM to 4:30 PM, Monday - Friday

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

December 20, 2021

Guy T. Carlson
Guy T. Carlson
MN License No. 40991



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 18, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2094

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Sara Thompson

AGENDA ITEM:

Modification to USFS Challenge Cost Share Agreement

BOARD ACTION REQUESTED:

Approve modification to the 2018 Snowmobile Trail Challenge Cost Share Agreement 18-CS-11090300-022 between Itasca County and the U.S. Forest Service and authorize necessary signatures.

BACKGROUND:

The modification provided in the attached letter is an update of the principal contact for the Forest Service listed in the Challenge Cost Share Agreement.

COUNTY ATTORNEY REVIEW: Not at this time

SUPPORTING DOCUMENTATION:

1. Modification Letter No. 2 to 18-CS-11090300-022 Chippewa NF-Itasca County Grant in Aid Snowmobile Trail Agreement
2. Challenge Cost Share Agreement Modification #2

01/18/2022

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/25/2022 2:30 PM
----------------	--------------------------------	---------------------------------

From: [Frenzel, Brenda -FS](#)
To: [Sara Thompson](#)
Cc: [Hansen, Kenneth -FS](#)
Subject: For Signature: Modification No. 2 to 18-CS-11090300-022 Chippewa NF-Itasca County Grant in Aid Snowmobile Trail Agreement
Date: Tuesday, November 30, 2021 5:07:07 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[Mod02to18CS11090300022_ItascaCounty_GIA_SnowmobileTrails For Signature.pdf](#)

CAUTION: This email originated from outside of the Itasca County email system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Sara,

The Chippewa NF would like to modify our 2018 agreement with Itasca County for the Grant in Aid Snowmobile Trails. The purpose of this modification would be to update the Principal Contact for the Forest Service from Nicholas Edington to Ken Hansen. A copy of the modification is attached for your review. If you are in agreement with the proposed change to the agreement, please forward the modification on for signature by the Itasca County Board of Commissioners.

This modification has been set up to accept Adobe electronic signatures. If you prefer to have the modification signed hard-copy, please email a scanned copy of the signed document back to me for final signature by the Forest Service. A fully signed copy of the modification will be returned to you for your files.

We appreciate our partnership with Itasca County on this project. Please let me know if you have any questions or concerns regarding this modification.

Thank you.



Brenda Frenzel
Grants Management Specialist
Forest Service
Eastern Region, Office of Grants and
Agreements, National Forest System

p: 218-335-8692

c: 218-766-6053

f: 218-335-8641

brenda.frenzel@usda.gov

200 Ash Avenue NW
Cass Lake, MN 56633

www.fs.fed.us



Caring for the land and serving people

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**MODIFICATION OF GRANT OR AGREEMENT**

PAGE OF PAGES

1

2

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER:
18-CS-11090300-0222. RECIPIENT/COOPERATOR GRANT or
AGREEMENT NUMBER, IF ANY:3. MODIFICATION NUMBER:
24. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING
GRANT/AGREEMENT (unit name, street, city, state, and zip + 4):
USDA, Forest Service Eastern Region OGA
Attn: Brenda Frenzel, 200 Ash Avenue NW
Cass Lake, MN 566335. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING
PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4):
Chippewa National Forest, Deer River Ranger District
Attn: Ken Hansen, 1235 Division Street
Deer River, MN 566366. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip +
4, county):
Itasca, County of (Inc)
123 NE 4th Street
Grand Rapids, MN 55744-26597. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS
payment use only):**8. PURPOSE OF MODIFICATION**CHECK ALL
THAT APPLY:This modification is issued pursuant to the modification provision in the grant/agreement
referenced in item no. 1, above.☐

CHANGE IN PERFORMANCE PERIOD:

☐

CHANGE IN FUNDING:

☒

ADMINISTRATIVE CHANGES: Update Forest Service Principal Contact - see page 2 for full text

☐

OTHER (Specify type of modification):

**Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full
force and effect.**

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):

The purpose of this modification is to change the Forest Service Principal Contact from Nicholas Edington to Ken Hansen.

10. ATTACHED DOCUMENTATION (Check all that apply):☐

Revised Scope of Work

☐

Revised Financial Plan

☐

Other:

11. SIGNATURES**AUTHORIZED REPRESENTATIVE:** BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF
THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED
GRANT/AGREEMENT.

11.A. ITASCA COUNTY SIGNATURE

11.B. DATE
SIGNED

11.C. U.S. FOREST SERVICE SIGNATURE

11.D. DATE
SIGNED

(Signature of Signatory Official)

(Signature of Signatory Official)

11.E. NAME (type or print): TERRY SNYDER

11.F. NAME (type or print): JENNIFER K. YOUNGBLOOD

11.G. TITLE (type or print): Chair, Itasca County Board of
Commissioners

11.H. TITLE (type or print): Deputy Forest Supervisor

12. G&A REVIEW

12.A. The authority and format of this modification have been reviewed and approved for signature by:

BRENDA
FRENZELDigitally signed by BRENDA
FRENZEL
Date: 2021.11.30 16:58:56 -06'00'

BRENDA FRENZEL

U.S. Forest Service Grants & Agreements Specialist

12.B. DATE
SIGNED

11/30/21



Update the following section:

Update Section V, Provision A, Principal Contacts:

Remove Nicholas Edington as Principal U.S. Forest Service Contact. Replace with:

Ken Hansen
1235 Division Street
Deer River, MN 56636
Phone: 218-246-3488
Email: kenneth.hansen@usda.gov

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 18, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2095

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Sara Thompson

AGENDA ITEM:

Final Sponsorship for Herb Brandstrom ATV Trail

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Final Sponsorship of the Grant-in-Aid (GIA) Herb Brandstrom ATV/OHM Trail and authorize necessary signatures for the County-Club Agreement.

BACKGROUND:

All necessary applications have been prepared and landowner agreements/permits have been approved and signed, the County-Club agreement is ready for necessary signatures. The GIA application has been submitted for MNDNR review.

COUNTY ATTORNEY REVIEW: none

SUPPORTING DOCUMENTATION:

1. Balsam Trailblazers 2021 Proposal Packet

01/18/2022

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/25/2022 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 18, 2022

RESOLUTION

RE: SPONSORSHIP OF THE GRANT-IN-AID (GIA) HERB BRANDSTROM ATV/OHM TRAIL

WHEREAS, the State of Minnesota has made funding available through the Minnesota Trails Assistance Program for the purpose of construction and maintaining Off Highway Vehicle trails for All terrain Vehicles (ATV) and Off Highway Motorcycles (OHM), and

WHEREAS, Minnesota Trails Assistance Program applications have been prepared for the approval of Itasca County as sponsor for the following ATV/OHM trail:

Trail: Herb Brandstrom ATV/OHM Trail

Club: Balsam Trailblazers ATV Club,

and therefore be it

RESOLVED, that Itasca County act as the legal sponsor for an application for funding to the State of Minnesota Department of Natural Resources for acquisition, construction, maintenance of the above ATV/OHM trail, and be it further

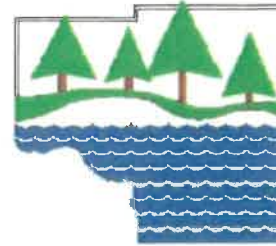
RESOLVED, that upon approval of its application by the State of Minnesota, Itasca County may enter into an agreement with the State of Minnesota for the above referenced project and that it will comply with all applicable laws and regulations as stated in the agreement, and be it further

RESOLVED, that Itasca County Board Chairperson is authorized to sign such agreement with the State of Minnesota, and be it further

RESOLVED, that the County Auditor is hereby authorized to serve as the fiscal agent, on behalf of Itasca County, for the above reference project, and be it further

RESOLVED, that notwithstanding the financial assistance provided for in the state contract, Itasca County shall not be liable for such costs as are incurred by the club because state funds are depleted.

ITASCA COUNTY LAND DEPARTMENT



March 4, 2021

To: Kacie Stanek, Parks and Trails Area Supervisor
Andrew Brown, Parks and Trails Assistant Area Supervisor

Itasca County GIA Trail Proposal Herb Brandstrom ATV/OHM Trail Project Summary

Proposer: Itasca County
Balsam Trailblazers ATV Club
Lee Ford, Trail Administrator

Proposal Submitted: June 2019

Project Location: Itasca County
Section 36 of T60N R25W
Sections 31 & 33 of T60N R24W
Sections 4, 5, 6, 9, 10, 14 15, 23, 24, 25 of T59N R24W
Sections 19, 20, 29, 30 of T59N R23W

Project Dimensions:

Current Estimate of Total Trail Mileage – 14.5 miles

5.5 miles of Snowmobile Trail

.75 miles of Existing forest access trails

7 miles County Road Right-of-Way

1.25 of County Forest Road

Future Total Trail Mileage after moving off portions of County Road 53 – 13.25 miles

5.5 miles of Snowmobile Trail

5 miles of Existing forest access trails

2.75 miles County Road Right-of-Way

Total Project Cost Estimated: \$ 79,000

Project Description:

This proposal establishes additional Grant-In-Aid All ATV/OHM trail miles in the George Washington State Forest in Itasca County. The trail will utilize portions of the Cameron Lake Snowmobile Trail and the Herb Brandstrom Snowmobile trail, existing State and County forest access trails and roads, and

County roads. This proposed trail connects the B & B Connection ATV/OHM Trail and the Little Moose ATV/OHM that will provide a loop system trail of approximately 40 miles. This trail would be open for Class I & II ATV and OHM use. It will provide connections to local businesses and campgrounds along the route. Portions of this system follows through the Rat Lake Seasonally Non-Motorized area. Collaboration with the MNDNR has provided opportunity to form new non-motorized/hunter-walking opportunities for hikers and grouse hunters while providing access for ATV's on the snowmobile trail. Also, to minimize the amount of County Road use, some areas have been identified for future trail routing, but will need further assessment in summer 2020. We are including them in this proposal for approval.

Trail Design and Construction:

This trail follows portions of the Cameron and Herb Brandstrom Snowmobile Trails so any improvements and/or maintenance provided will need to meet snowmobile trail specifications. In areas of new development, the trail will be shaped and maintained to drain rainfall and minimize storm water run-off, including using rolling grades and broad-based dips, placement of gravel or crushed stone where needed, and vegetating side drainage areas. Water bars and tread hardening also may be used to limit erosion. Any necessary wetland permits will be obtained prior to construction. The treadway will be graded and brushed seasonally to reduce the encroachment and to provide safe riding for users of both seasons. Any tree removal along the new corridors will result in stumpage fees to be paid for by the ATV Club. Improvements and maintenance will all conform to specifications. Specific site level design will be in accordance with the principles outlined in the DNR Trails and Waterways publication, "Trail Planning, Design and Development Guidelines" and will include all necessary permits for water crossings, road right-of-way use and best management practices. Filter fabric underlayment as may also be placed on the treadway. The Balsam Trailblazers ATV Club along with selected contractors will be responsible for all construction with technical support from DNR Parks and Trails and the Itasca County Land Department. Total Project Cost includes environmental permitting, boardwalk placement, culverts, stockpiling aggregate material, new trail construction, improvements to existing forest access trails, and signing.

Trail Operations, Maintenance and Monitoring:

Portions of this trail will be dual purpose so it will have year-round maintenance. The Balsam Trailblazers ATV Club will perform trail construction, and on-going operations and maintenance to ensure a safe, sustainable, and enjoyable trail for all users. Up to 65% of development costs and up to 90% of maintenance and insurance costs are eligible for reimbursement through the Minnesota Trail Assistance (Grant-In-Aid) program. The sponsor, club, and the DNR will share monitoring responsibilities, supplemented by volunteers with the DNR's Trail Ambassador program. Itasca County will sponsor and manage the trail. Currently, the club has tentative sponsorship with Itasca County. The club must secure an MNDNR Grant-in-aid permit for all State lands crossed and fill out a corridor access application for County Road 52 and 53. Members of the club will accomplish all the ongoing operations and maintenance to ensure a safe, enjoyable trail for all users.

For questions regarding this proposal please contact Sara Thompson at the Itasca County Land Department at 218-327-7393 or email at. Thank you for reviewing our proposal.

Off-highway Vehicle Grant Funding Application Existing and New Trails, Form 1

Trail Information

Club Name: Balsam Trailblazers ATV Club

Trail or Trail system name: Herb Brandstrom ATV Trail

Miles of existing trail in GIA system:

Total grant request (from question 4D project/annual work, FORM 2): \$56,249.00

Check Type(s) of Off-highway Vehicle Funding Applied for:

☒ All-Terrain Vehicle Trail ☒ Off-Highway Motorcycle Trail ☐ Off-Road Vehicle Trail

Trail administrator contact information and approval

Name: Lee Ford

Address (Street, Box Number, City, State, Zip Code): 25990 County Road 51, Bovey, MN 55709

Phone number/ Email Address: 218-245-0138/ leeford@aericttech.net

Public point of contact information and approval used on DNR maps and Web Page.

Name: Art Daly

Signature/Date:

 3-12-21

Address (Street, Box Number, City, State, Zip Code): 45300 Scenic Hwy 7 Bovey, MN 55709

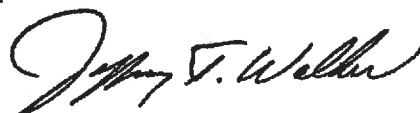
Phone number/ Email Address: 218-245-3209

Sponsor approval

Local unit of government sponsor: Itasca County

Name and Title: Jeff Walker - County Auditor

Authorized signature of sponsor/Date:

 9/29/21

Address (Street, Box Number, City, State, Zip Code): 123 NE 4th St | Grand Rapids, MN 55744

Phone number/ Email Address: 218-327-7408 / jeff.walker@co.itasca.mn.us

**Off-highway Vehicle Grant Scope of Work and Cost Worksheet
maintenance/project (FORM 2) Use with existing and new
proposals.**

1. Trail Information

Local unit of government sponsor: Balsam Trailblazers ATV Club

Trail or Trail system name: Herb Brandstrom ATV/OHM Trail

Miles of existing trail in GIA system:

Check Type(s) of Off-highway Vehicle Funding Applied for:

☒ All-Terrain Vehicle Trail ☒ Off-Highway Motorcycle Trail ☐ Off-Road Vehicle Trail

2. Expenditure Type Project Cost Breakdown and Explanation

2A. ADMINISTRATION (paperwork, book keeping, travel to and from project area,
soliciting bids for contracting or rental equipment)

Explanation:

Reimbursement paperwork, travel to and from trail.

= \$ 1500

2B. ACQUISITION (trail alignment work, checking land ownership records, contacting
landowners, leases or fee acquisitions)

Explanation:

None

= \$

2C. CONSTRUCTION (mileage on the trail and labor for initial construction)

Explanation:

Please see attached budget sheet. Construction on trail rerouting, grading, and 1

= \$ 57760.00

2D. FACILITIES (trail shelters, toilets, picnic tables, trail heads)

Description:

None at this time.

= \$

2E. TRAIL SYSTEM MAP PRINTING (production and printing of maps)

Explanation:

None at this time

= \$

TOTAL amount requested: \$ 59260

Total grant request at up to 65% of total cost sum 2A – 2E

[Use in 4B below] X 65% = \$ 38519

2F. MAINTENANCE (labor and equipment, trail conditioning)

Explanation:

Please see attached budget. Grading trail and filling holes on existing segments

= \$ 19600

+

2G. GROOMING (Only use if trail season is shared with groomed snowmobile use)

Explanation:

= \$

2H. LIABILITY INSURANCE (maximum state allowed \$1,500 per year)

Explanation:

Insurance Payment to NORLUA

= \$ 100

Sum 2F – 2H [Use in 4A below] \$ 19700

Total grant request at up to 90% of total cost sum 2F – 2H [Use in 4B below]

X 90% = \$ 17730

3. Trail Work (what, where and how)

3A. Project Description (Provide a detailed Description of the Project):

This proposal establishes additional Grant-In-Aid All ATV/OHM trail miles in the George Washington

3B. How project will be accomplished (Describe work needed.):

+

Coordination between Itasca County and the Balsam Trail Blazers. Club work, contract hauling with

+

4. Grant Request

4A. TOTAL COST OF PROJECT (Sum 2A – 2E) + (Sum 2F – 2H) \$ 78960

4B. TOTAL GRANT REQUEST (Up to 65% of Total cost sum 2A – 2E) + (Up to 90% of Total cost sum 2F – 2H) \$ 56249

4C. Balance remaining from previous grants:

\$

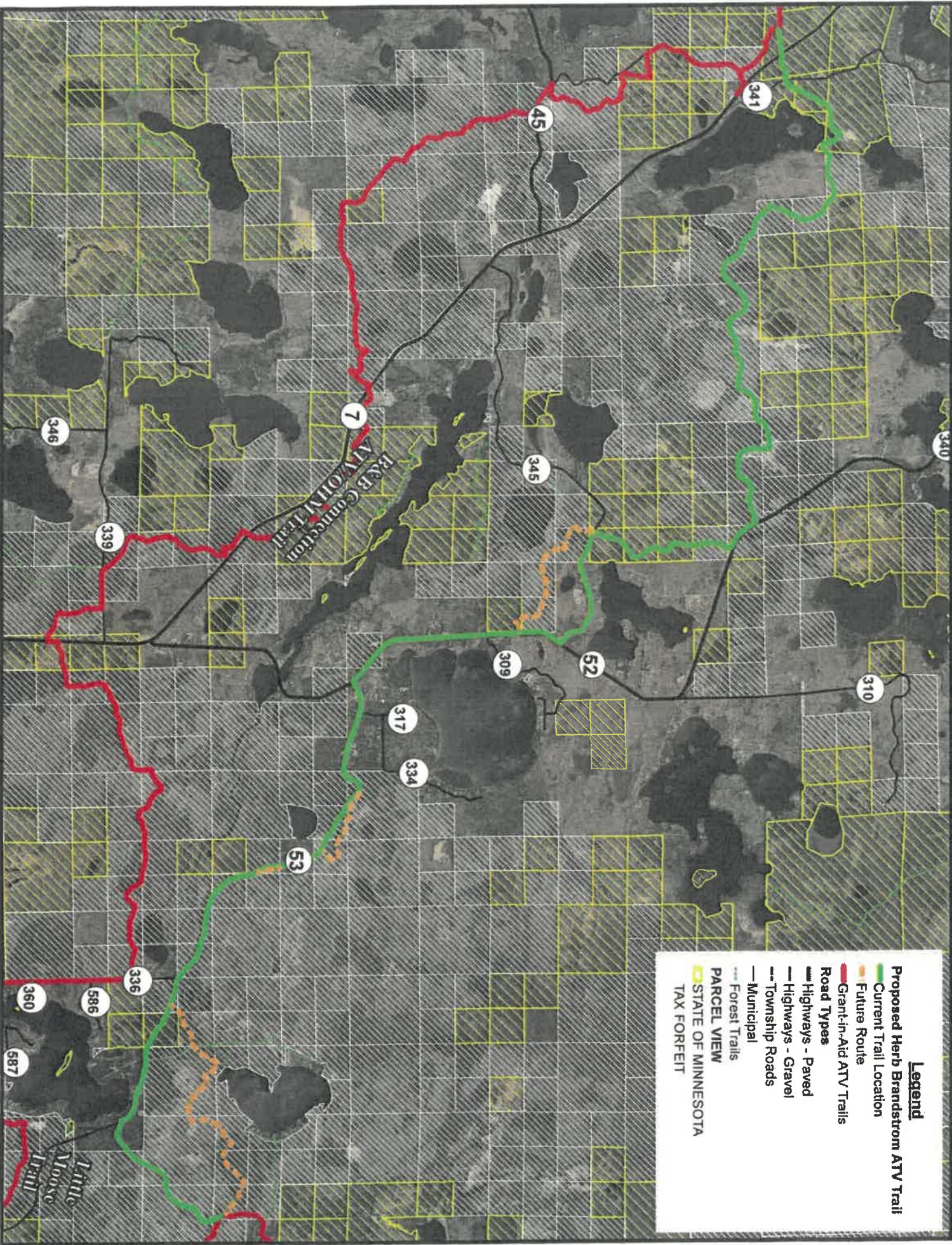
\$

4D. Grand total state cost

\$ 56249

**Newly Proposed Herb Brandstrom ATV/OHM Trail
Construction and Maintenance Costs**

Description	Estimated Hours/Yards	Price/Unit	Estimate Total
Adminstration			\$ 1,500.00
PHASE 1: ANNUAL MAINTENANCE			
<u>Brush Trail - 2 times</u>			
<u>Spring and Late Summer</u>			
Labor	80 hours	\$ 20.00	\$ 1,600.00
Skidsteer	80 hours	\$ 65.00	\$ 5,200.00
Brusher	80 hours	\$ 20.00	\$ 1,600.00
			\$ 8,400.00
<u>Grade Trail</u>			
Labor	80 hours	\$ 20.00	\$ 1,600.00
Skidsteer	80 hours	\$ 65.00	\$ 5,200.00
Tractor	80 hours	\$ 35.00	\$ 2,800.00
Blade Attachment	80 hours	\$ 20.00	\$ 1,600.00
			\$ 11,200.00
PHASE 2: DEVELOPMENT			
White Swan Lake Trail Reroute			
Rock Material	880 yds	\$18.00/yd	\$ 15,840.00
Pit Run Material	880 yds	\$14.00/yd	\$ 12,320.00
Labor	160 hours	\$ 20.00	\$ 3,200.00
Skid Steer	160 hours	\$ 65.00	\$ 10,400.00
Backhoe	160 hours	\$ 80.00	\$ 12,800.00
Blade Attachment	160 hours	\$ 20.00	\$ 3,200.00
			\$ 57,760.00
Total			\$ 78,860.00



Legend

Proposed Herb Brandstrom ATV Trail

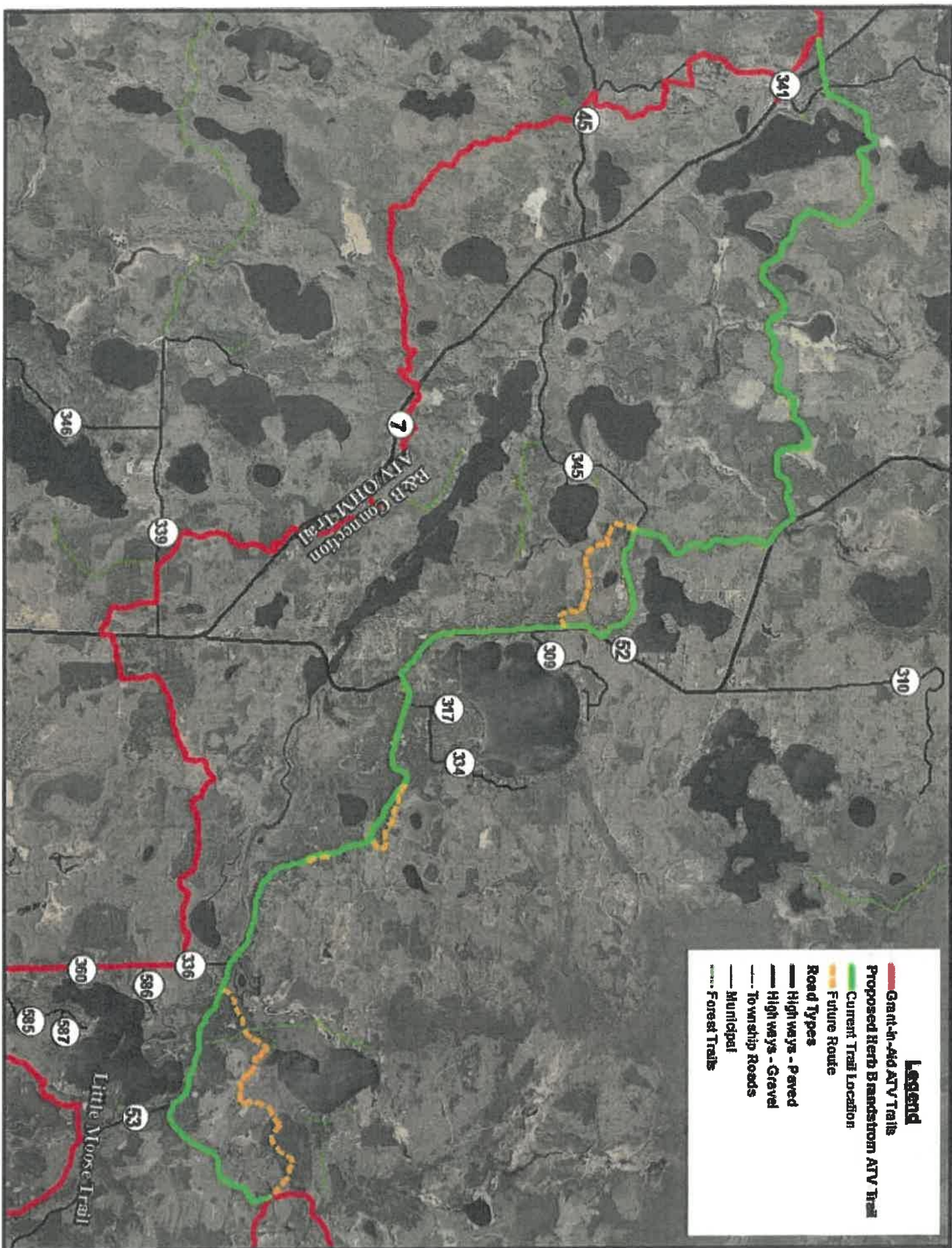
- Current Trail Location
- Future Route
- Grant-in-Aid ATV Trails

Road Types

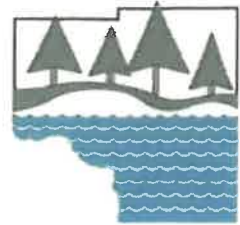
- Highways - Paved
- Highways - Gravel
- Township Roads
- Municipal
- Forest Trails

PARCEL VIEW

- STATE OF MINNESOTA
- TAX FORFEIT



ITASCA COUNTY
GRANT-IN-AID (GIA) ATV TRAIL
LANDOWNER PERMIT



PERMITTEE (SPONSOR)
ITASCA COUNTY LAND DEPARTMENT
1177 LaPRAIRIE AVENUE
GRAND RAPIDS, MN 55744-3322

PERMITTER

SHARLYN COX

THIS PERMIT is granted on 2-27-01, to establish and maintain the HERB BRAUNSTROM TRAILS. The Permitter grants this permit over and upon the following described premises situated in the County of Itasca, State of Minnesota, to wit:

SUBJECT TO:

1. This permit shall be continuous and will terminate upon sale of the land, or upon notification in writing to the Permittee (Sponsor) six (6) months prior to termination by the Permitter(s).
2. The right-of-way shall be open to the general public for trail use during the designated trail season.
3. The Permittee shall at all times have the right to enter upon said trail for any purpose necessary to the performance of lawful powers and duties.
4. The Permitter(s) shall have the right to close said trail right-of-way during any emergency, in coordination with the Permittee (Sponsor) and Designated ATV Club.
5. No cables, chains, wire barriers, or other obstructions shall be placed on, over, and across the trail.
6. The Permitter is covered under MN Statue 604A.20 to 604A.27 for permitting recreational use on privately owned land and is not liable for any accidents occurred on said trail.
7. The permit is for a 16 foot width over the route to be used.

PERMITTER

Sharlyn K. Cox
(Landowner Signature)

2-27-01
DATE

BALSAM TRAIL BLAZERS
(Club Name and Representative)

PERMITTEE

I hereby acknowledge receipt of a copy of this permit and agree to comply with the terms, conditions and regulations thereon.

LAND COMMISSIONER

DATE

NOTE: All Trail Permits are to be made out to the Sponsor not the club. Permits can be made out to club only if the Sponsor has specifically given written permission and authority to the club and the club has been incorporated.

Balsam Trail Blazers

June 16, 2019

45300 Scenic Hwy

Bovey, MN 55709

Itasca County Land Department
c/o Kory Cease
1177 LaPrairie Avenue
Grand Rapids, MN 55744

RE: Proposal for sponsorship of the Little Moose Trail to Scenic Pines to Antler Store.

Dear Board Members:

Balsam Trail Blazers has been working with the DNR Trails & Waterways on a 3 Phase construction to Loop the Little Moose Trail with the B&B Connection Trail. Phase 1 will start in the Wolf Lake area off the Little Moose ending at Antler Store. (B&B Connection). A Map of the proposed trail alignments is attached for your review. Please note that this route proposal follows mostly existing trails on public lands.

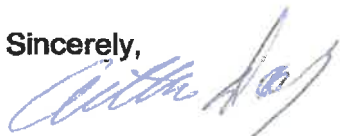
Phase 1 will be the East end of the Little Moose trail starting at Co Rd 53 (Wolf Lake) to Co Rd 52, passing Scenic Pines Store and Restaurant and join with the existing snowmobile trail which already goes to Antler Lodge and Store (B&B connection Trail).

The Future Phase 2 & 3 will connect to Phase 1. Our future plans are to loop the North end of the Little Moose Trail on Hwy 65, to Bear Lake, to Co Rd 52, which will then connect with the snowmobile trail that goes to Antler Lodge and Store (B&B connection).

Our Organization will be applying for Grant-in-aid funds to help with trail construction and maintenance at some point in the future once sponsorship and environmental review have been completed.

Balsam Trail Blazers would like you to consider a sponsorship of the trail proposal.

Sincerely,



Arthur Daly -- President



314 2nd Street, Bovey, MN 55709
Mailing Address: P.O. Box 70, Bovey, MN 55709
Phone: 218-245-1422 • Fax: 218-245-1698
E-Mail: Copy@ScenicRangeNewsForum.com

NOTICE OF PUBLIC INFORMATIONAL MEETING PROPOSED ATV/OHM TRAIL CONNECTION

The Balsam Trailblazers ATV Club and the Itasca County Land Department will be holding a public informational meeting to discuss a newly proposed ATV/OHM Trail. The meeting will be held at the **Swampsiders Snowmobile Clubhouse (County 52) on Thursday, November 21st, 2019 at 6:00 p.m.** This proposal would be utilizing portions of the Herb Brandstrom and Cameron Lake Snowmobile Trail. This trail will provide a loop connection from the B & B Connection ATV/OHM Trail near Antler Lake to the Little Moose ATV/OHM trail. This trail would be open to Class I, Class II, and OHM.

If you have any questions, please contact the Land Department at 218-327-2855 or Art Daly, Balsam Trailblazers Club President at 218-245-3209.

AFFIDAVIT OF PUBLICATION

STATE OF MINNESOTA }
COUNTY OF ITASCA } ss.

Mary Beth Bily or Ronald A. Brochu, being first duly sworn, on oath states as follows:

1. I am the publisher of the Scenic Range NewsForum, or the publisher's designated agent. I have personal knowledge of the facts stated in this Affidavit, which is made pursuant to Minnesota Statutes §331A.07.
2. The newspaper has complied with all of the requirements to constitute a qualified newspaper under Minnesota law, including those requirements found in Minnesota Statutes §331A.02.
3. The dates of the month and the year and day of the week upon which the public notice attached/copied was published in the newspaper are as follows:

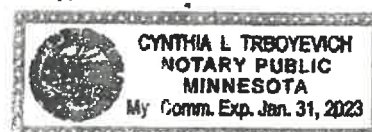
Thursday, November 14, 2019
Thursday, November 21, 2019
4. The publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to § 331A.06, is as follows: \$10.00 per column inch.
5. Mortgage Foreclosure Notices. Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notices: The newspaper's known office of issue is located in Itasca County. The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.


Mary Beth Bily, Publisher or
Ronald A. Brochu, Business Manager

Subscribed and sworn to before me by Mary Beth Bily on this

21st Day of November, 20 19.


(Notary Public)





**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 18, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2096

DEPARTMENT: Sheriff

TIME REQUESTED: < 5 Minutes

PRESENTER: Vic Williams

AGENDA ITEM:

Joint Powers Agreement to form the Aitkin-Itasca-Mille Lacs Drug Task Force

BOARD ACTION REQUESTED:

Approve signatures necessary to execute Joint Powers Agreement to form the Aitkin-Itasca-Mille Lacs Drug Task Force.

BACKGROUND:

The Aitkin-Itasca-Mille Lacs Drug Task Force (AIM Task Force) is formed to investigate, identify, and disrupt illegal drug activity within the counties of Aitkin, Itasca, and Mille Lacs and the cities of Aitkin, and Grand Rapids. The Participating Agencies promote cooperative law enforcement through multi-jurisdictional investigations in Northern Minnesota. Participating Agencies are those governmental units or entities identified in Minnesota Statute Section 471.59 who have authorized and signed this Agreement.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Aitkin Itasca Mille Lacs Task Force JPA

01/18/2022

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/25/2022 2:30 PM
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JOINT POWERS AGREEMENT TO FORM THE AITKIN-ITASCA-MILLE LACS DRUG TASK FORCE

WHEREAS, Minn. Stat. §387.03 requires that the sheriff of each county shall keep and preserve the peace of the county and perform all of the duties pertaining to the office; and

WHEREAS, Minn. Stat. §412.221, subd. 32 empowers the city to prevent crime and to provide for the protection of property and the promotion of health, safety, order, and convenience; and

WHEREAS, Minn. Stat. §471.59 authorizes two or more governmental units to jointly exercise any power common to the contracting parties.

NOW, THEREFORE, BE IT RESOLVED by the county boards of Itasca, Aitkin, and Mille Lacs Counties and the city councils of the cities of Aitkin, and Grand Rapids resolve as follows:

I. PURPOSE

The Aitkin-Itasca-Mille Lacs Drug Task Force (hereinafter called “AIM Task Force”) is formed to investigate, identify, and disrupt illegal drug activity within the counties of Aitkin, Itasca, and Mille Lacs and the cities of Aitkin, and Grand Rapids (hereinafter called “Participating Agencies”). The Participating Agencies promote cooperative law enforcement through multi-jurisdictional investigations in Northern Minnesota. Participating Agencies are those governmental units or entities identified in Minnesota Statute Section 471.59 who have authorized and signed this Agreement.

The Task Force is governed by the Task Force Board of Directors (Board). The Board is a joint powers board established under Minn. Stat. § 471.59. The Board meets monthly and reviews the activities of the Task Force. The By-Laws and Task Force Policies and Guidelines address staffing, supervision, equipment, accounting, management of confidential funds, confidential informants, and daily operations. All actions shall be conducted in a manner consistent with federal and state regulations for grant program funds. All Task Force accounts shall be annually audited by an independent auditor.

II. TASK FORCE BOARD

The members of the Board shall be the sheriff of each member county, the police chief of each city, and at least one county attorney from a member county as the advisor to the Task Force. The Board shall elect a chair which shall be the Board Chair, and a Secretary and Treasurer from among its members. Said officers shall serve a one-year term of office and may serve more than one term. The Board Chair shall be responsible for conducting the business meetings, documenting meeting minutes and maintain frequent communication with the members of the Board and the Task Force Commander. The Board Chair, at each of the business meetings, shall review operational activities and expenditures and discuss relevant issues to the Task Force. In the absence of the Board Chair, the duties may be assumed by the Secretary of the Board, or in their absence, the Treasurer.

The Chain of Command shall be as follows: The Board, the Board Chair, the Task Force Commander, the Team Leader and the investigators. If the Task Force Commander requires direction, he may seek such direction from the Board Chair. In the absence of the Board Chair, the Secretary, or in their absence, the Treasurer. In the absence or unavailability of an officer of the Board, the Commander may contact the Task Force Commander's Sheriff or other Board member for advice and direction.

All actions of the Board shall be consistent with this Joint Powers Agreement, its By-Laws and Task Force Policies and Guidelines. The Board shall adopt such By-Laws and operating rules as it deems necessary. The Task Force operations shall adhere to applicable professional guidelines. The Board shall establish the mission and goals of the Task Force and shall monitor the progress toward the Task Force goals. The Board shall be responsible for the records management system, the statistical records and all financial reports. All Task Force policies and procedures shall be adopted by the Board as well as any amendments thereto.

The Board may receive and disburse public funds, private donations and grants to carry out the purposes of this Agreement. The requirements of Minn. Stat. § 471.59, subd. 3 shall apply. The Board shall be strictly accountable to the Participating Agencies for all funds and shall report to the parties hereto on all receipts and disbursements. The reporting period shall be the calendar year. Contracts let and purchases made by the Board shall conform to Minn. Stat. §471.345 (Uniform Municipal Contracting Law). The Treasurer who will be the fiscal agent shall be elected annually by the Board. The Board may elect a fiscal agent upon motion and approval of the majority vote of the Board and consent of the Board member being asked to be the fiscal agent.

The Board shall meet on the call of the Chair or on written notice by any three Board members.

The majority of the Board shall constitute a quorum for a meeting. A majority vote of the full Board shall be necessary to approve a motion. A meeting of the Board shall be required to transact business.

III. NON-WAIVER OF IMMUNITIES

The joining of the Participating Agencies in this Joint Powers Agreement shall not waive any immunities that the parties may enjoy under statute or common law, nor shall the joinder of the parties constitute a "stacking" of any insurance each party carries for their own benefit and/or that of its agents and employees.

IV. TASK FORCE OFFICERS

Participating Agencies can assign one or more officers to the Task Force. Any change or addition of officers will be voted on by the Board. The Commander shall be a licensed police officer appointed by the Board. Two Team Leaders shall be appointed by the Board to assist the Commander with daily operations.

Employees who are assigned to the Task Force shall be entitled to the same salary and benefits to which they would otherwise be entitled and shall remain employees of the assigning agency for all other purposes except that the supervision of their duties during the period of detail may be governed pursuant to this Agreement. Employees who are assigned will be “Task Force Officers.”

Participation of an assigning agency’s employee in the Task Force is deemed to advance the interests of the assigning agency. Therefore, participation of an assigning agency’s officer in the Task Force is deemed to be in the course of the officer’s employment with the assigning agency.

Task Force Officers assigned to the Task Force shall be under the command of the Team Leaders and the Task Force Commander.

Task Force Officers shall prepare and submit their investigation reports to the Task Force Team Leader.

As the Task Force will be jointly exercising police power possessed by the Participating Agencies, the terms of Minn. Stat. §§ 471.59, subds. 12 & 12a shall apply.

V. CONTRIBUTIONS

Each Participating Agency agrees to provide resources as agreed in the annual grant application proposal. These resources can include funding, personnel and/or equipment as necessary to meet the annual grant proposal requirements. The amount of contribution made toward the grant match shall be voted on by the Board after agreement by each Participating Agency. The contribution amount shall be reviewed annually. Each Participating Agency shall agree in advance to the number of personnel, funding and equipment to be assigned to the Task Force prior to the submittal of the grant.

Each Participating Agency may make financial contributions to be administered by the Task Force. The Task Force shall not have the power to issue bonds or obligations under the laws by which governmental units may independently issue bonds or obligations as the joint board is not composed solely of members of the Participating Agencies’ governing bodies. Minn. Stat. § 471.59, subd. 11.

VI. COORDINATING AGENCY

The Board shall designate a Task Force Commander who will be responsible for supervising the day-to-day operations of the Task Force, including supervision of staff, intelligence sharing, management of confidential funds and coordination with other agencies. The Commander, in conjunction with the members of the Board, shall be responsible for development of any recommended changes to the Task Force Policies and Guidelines and shall ensure Task Force compliance with all current policies and guidelines. The Commander shall present to the Board proposed budgets and grant applications for approval. The Commander shall assess each Task

Force Officer's training needs and ensure that the Task Force Officers comply with the guidelines adopted by the Board.

VII. FISCAL AGENCY

The Board shall elect the Treasurer to serve as the fiscal agent of the Board. The Treasurer shall be responsible for proper fiscal management of the Task Force grants and all other resources. The Treasurer shall ensure compliance with all state and federal accounting and auditing requirements, including those described in Minn. Stat. §§ 16B.98, subd. 8 & 16C.05, subd. 5. and oversight of confidential funds.

Any forfeited property and proceeds that stem from the Task Force operations shall be accounted for in writing, identifying each case and location of the property. The Task Force shall adhere to the guidelines of the agency retaining the property and compliance shall be subject to random audit. Further, any law enforcement proceeds of any forfeiture shall return to the Task Force as the law enforcement agency of record. The proceeds of any forfeiture for the prosecutor shall be returned to the prosecution agency that handled the prosecution and forfeiture cases.

VIII. DATA AND PUBLIC INFORMATION RELEASES

Data gathered, collected, stored and used by the Task Force shall be subject to the Minnesota Government Data Practices Act and Rules issued pursuant thereto, Minn. Stat. Ch. 13.

The law enforcement agency having venue over the offense for prosecution purposes shall control and be responsible for public information releases, including arrest data. The Participating Agencies understand that government data disseminated to a government entity by another government entity has the same classification at the entity receiving them as they had at the entity providing them. Minn. Stat. § 13.03, subd. 4(c).

IX. LIABILITY AND INDEMNIFICATION

The AIM Task Force agrees to defend and indemnify its Participating Agencies for any liability claims arising from Task Force activities or operations and decisions of the Board. Nothing in this Agreement shall constitute a waiver of the statutory limits on liability set forth in Minnesota Statutes Chapter 466 or a waiver of any available immunities or defenses.

To the fullest extent permitted by law, action by the Participating Agencies to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Participating Agencies that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a), provided further that for purposes of that statute, each Participating Agency to this Agreement expressly declines responsibility for the acts or omissions of another Participating Agency. The Participating Agencies to this Agreement are not liable for the acts or omissions of another Participating Agency to this Agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of the other Participating Agencies. The Task Force Board shall provide

insurance coverage for the Task Force, the Task Force Board of Directors and the officers assigned to the Task Force. This Task Force shall be considered a Joint Powers Entity.

Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee, or volunteer of any Participating Agency for any act or omission for which the officer, employee, or volunteer is guilty of malfeasance in office, willful neglect of duty, or bad faith.

Any excess or uninsured liability shall be borne equally by all the Participating Agencies, but this does not include the liability of any individual officer, employee, or volunteer which arises from his or her own malfeasance, willful neglect of duty, or bad faith.

Each Participating Agency shall be responsible for injuries to or death of its own personnel.

Each Participating Agency will maintain workers' compensation insurance or self-insurance covering its own personnel while they are assigned to the Task Force or are otherwise participating in or assisting with Task Force operations or activities. Each Participating Agency waives the right to, and agrees that it will not, bring any claim or suit against the Task Force or any other Participating Agency for any workers' compensation benefits paid to its own employees or dependents, that arise out of participation in or assistance with Task Force operations or activities, even if the injuries were caused wholly or partially by the negligence of any other Participating Agency or its officers, employees, or volunteers.

Each Participating Agency shall be responsible for damages to or loss of its own equipment. Each Participating Agency waives the right to, and agrees that it will not, bring any claim or suit against the Task Force, or any other Participating Agency, for damages to or loss of its equipment arising out of participation in or assistance with Task Force operations or activities, even if the damages or losses were caused wholly or partially by the negligence of any other Participating Agency or its officers, employees or volunteers.

All insurance policies and certificates required under this Agreement shall be open to inspection by any Participating Agency and copies of the policies or certificates shall be submitted to the Participating Agency upon written request.

X. DURATION

The duration of this Agreement shall continue until terminated as hereinafter provided.

XI. WITHDRAWAL AND TERMINATION

Any Participating Agency of the Task Force may withdraw from this Agreement upon sixty (60) days written notice to all other Participating Agencies and upon the completion of their responsibility to the grant agreement. Upon any Participating Agency's withdrawal, the balance of this entire Agreement remains in full force and effect. Alternatively, this entire Agreement may be terminated at any time by the written agreement of a majority of the Board members.

XII. DISTRIBUTION OF PROPERTY ON TERMINATION OR WITHDRAWAL

- A. Termination. Upon complete termination of this Agreement by all Participating Agencies and after the purpose of this Agreement has been completed, any property acquired by the Board as a result of the joint exercise of powers hereunder and any surplus monies shall be returned to the Participating Agencies in proportion to contributions of the Participating Agencies after satisfaction of any liabilities or responsibilities of the Joint Powers Board has been satisfied. Liabilities shall be shared equally among the Participating Agencies.
- B. Withdrawal. In the event of withdrawal from this Agreement by one or more Participating Agencies, if two or more of the remaining Participating Agencies continue this Agreement, the remaining Participating Agencies may either distribute the property contributed by the withdrawing Participating Agency to the withdrawing Participating Agency or buy out the withdrawing Participating Agency's interest therein by purchasing the withdrawing Participating Agency's proportionate share of the actual cash value of the property measured at the time of withdrawal of the Participating Agency. Surplus monies or surplus cash shall be retained by the remaining Participating Agencies to this Agreement.

Participating Agencies are eligible for distribution of property accrued after the date of the Participating Agency's inclusion.

XIII. AMENDMENT OF THE JOINT POWERS AGREEMENT

This Agreement may be amended by agreement of all Participating Agencies to the same and upon approval of the Participating Agencies' respective Board of Commissioners.

THIS AGREEMENT, AS AMENDED, IS APPROVED AND ADOPTED by the Participating Agencies as follows:

COUNTY OF ITASCA

Dated: _____

By: _____
Its Board Chair

Dated: _____

By: _____
Its Clerk

COUNTY OF AITKIN

Dated: _____

By: _____
Its Board Chair

Dated: _____

By: _____
Its Clerk

COUNTY OF MILLE LACS

Dated: _____

By: _____
Its Board Chair

Dated: _____

By: _____
Its Clerk

CITY OF GRAND RAPIDS

Dated: _____

By: _____
Its Mayor

Dated: _____

By: _____
Its Clerk

CITY OF AITKIN

Dated: _____

By: _____
Its Mayor

Dated: _____

By: _____
Its Clerk



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 18, 2022

REQUEST FOR BOARD ACTION: RBA-2022-3

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, January 18, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2093

DEPARTMENT: Administrative Services

TIME REQUESTED: 10 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Request for Abatement of Property Taxes

BOARD ACTION REQUESTED:

Approve the Penalty, Cost and Interest Abatement request from Bob Herdman (Eagle Properties) in the amount of \$9,637.86 for parcel numbers: 88-007-1100,1101,1200,1300,1400; 88-007-2100,2200,2400;88-445-1500,1600.

BACKGROUND:

The Itasca County Abatement policy states that “abatements exceeding a dollar amount over \$5,000 shall require prior express County Board approval.”

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Abatement Request - Eagle Properties
2. Abatement Policy

01/18/2022

RESULT:	RECOMMENDED FOR REGULAR	NEXT: 01/25/2022 2:30 PM
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Itasca County Request for Penalty, Interest, Cost Abatement

Date Requested:

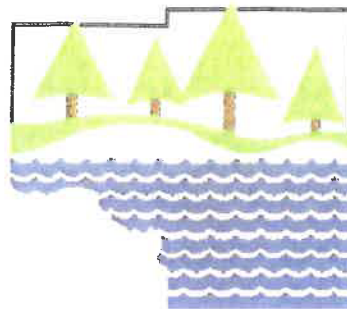
10/5/2021

Applicant's Name:

Eagle Properties

Applicants Mailing Address:

379 Valley Commons
Hudson WI 54016



Work Telephone:

Home Telephone:

Year taxes payable:

2017-2021

Type of Property:

Rural Vacant Land

This Purpose of this abatement is to abate the following:

Parcel #	Penalty:	Interest:	Cost:	Year
all parcels	\$858.32	\$	\$	2021
88-007-1100-2100	\$	\$7,141.68	\$	2017-2020
	\$	\$	\$	
		\$5,000.00		

City or Township	School Dist.	Sec/Twp./Rge	Parcel Numbers
Coleraine	316	7-55-24	88-007-1100, 1101, 1200, 1300, 1400 88-007-2100, 2200, 2400 88-445-1500, 1600

Statement of Facts:

Properties were held up in probate &
Taxes could not be paid.

Applicants Signature

Date

10/5/21

County Auditor Signature

Date

10/5/2021

Approved

Denied

Program: PRTDPTD

Real Estate

ITASCA COUNTY

PRINT

PAID / UNPAID

L I S T I N G

Page: 1
Date: 9/27/21
Time: 14:47:47

Eagle Properties
Current taxes
+ unpaid
01/31/2021

Parcel#	Year	Expander name
88-007-1100	2021	EAGLE PROPERTIES OF
88-007-1101	2021	EAGLE PROPERTIES OF
88-007-1200	2021	EAGLE PROPERTIES OF
88-007-1300	2021	EAGLE PROPERTIES OF
88-007-1400	2021	EAGLE PROPERTIES OF
88-007-2100	2021	EAGLE PROPERTIES OF
88-007-2200	2021	EAGLE PROPERTIES OF
88-007-2400	2021	EAGLE PROPERTIES OF
88-445-1500	2021	EAGLE PROPERTIES OF
88-445-1600	2021	EAGLE PROPERTIES OF
TOTALS:		

Total due
694.00
22.00
750.00
2,404.00
604.00
750.00
1,034.00
2,522.00
674.00
1,264.00
10,718.00
GRAND TOTALS:

P/I/C/F due
55.52
2.64
60.00
192.32
48.32
60.00
82.72
201.76
53.92
101.12
858.32

Balance due
749.52
24.64
810.00
2,596.32
652.32
810.00
1,116.72
2,723.76
727.92
1,365.12
11,576.32

End of Report: PRTDPTD

11,576.32 - Current RE taxes + P
47,172.36 - Dig. RE taxes + P.I.C.
- 5,000.00 Jeff added - 10/15/21
53,748.68

Rem. - 858.32 Current
P.T.C 13,779.54 Dig.
14,637.86 Total
- 5,000.00 added
P.I.C.

9,637.86 Balance

Real Estate

P R I N T P A I D / U N P A I D L I S T I N G

Eagle Properties
Did taxes
through
10/31/2021

Total Unpaid Listing

Parcel#	Year	Taxpayer name	Total due	Amount paid	P/I/C/F due	Balance due
88-007-1100	2017	EAGLE PROPERTIES OF	636.00		394.64	1,030.64
88-007-1100	2018	EAGLE PROPERTIES OF	800.00		355.00	1,155.00
88-007-1100	2019	EAGLE PROPERTIES OF	814.00	784.52	9.77	39.25
88-007-1100	2020	EAGLE PROPERTIES OF	748.00		218.62	966.62
88-007-1101	2017	EAGLE PROPERTIES OF	52.00	18.11	37.57	71.46
88-007-1101	2020	EAGLE PROPERTIES OF	24.00		60.25	84.25
88-007-1200	2017	EAGLE PROPERTIES OF	688.00		424.64	1,112.64
88-007-1200	2018	EAGLE PROPERTIES OF	864.00		383.40	1,247.40
88-007-1200	2019	EAGLE PROPERTIES OF	880.00	846.94	10.95	44.01
88-007-1200	2020	EAGLE PROPERTIES OF	808.00		231.75	1,039.75
88-007-1300	2017	EAGLE PROPERTIES OF	2,328.00		1,370.91	3,698.91
88-007-1300	2018	EAGLE PROPERTIES OF	2,542.00		1,024.16	3,332.14
88-007-1300	2019	EAGLE PROPERTIES OF	2,476.00	234.02	596.62	3,072.62
88-007-1300	2020	EAGLE PROPERTIES OF	442.00		282.70	724.70
88-007-1400	2017	EAGLE PROPERTIES OF	698.00		309.73	1,007.73
88-007-1400	2018	EAGLE PROPERTIES OF	710.00	551.64	52.45	210.81
88-007-1400	2019	EAGLE PROPERTIES OF	652.00		197.62	849.62
88-007-1400	2020	EAGLE PROPERTIES OF	686.00		423.49	1,109.49
88-007-2100	2017	EAGLE PROPERTIES OF	864.00		383.40	1,247.40
88-007-2100	2018	EAGLE PROPERTIES OF	880.00	844.53	11.74	47.21
88-007-2100	2019	EAGLE PROPERTIES OF	808.00		221.75	1,039.75
88-007-2100	2020	EAGLE PROPERTIES OF	944.00		572.35	1,516.35
88-007-2200	2017	EAGLE PROPERTIES OF	1,194.00		529.83	1,723.83
88-007-2200	2018	EAGLE PROPERTIES OF	1,214.00	1,154.25	19.79	79.54
88-007-2200	2019	EAGLE PROPERTIES OF	1,118.00		299.56	1,417.56
88-007-2200	2020	EAGLE PROPERTIES OF	2,424.00		1,426.31	3,850.31
88-007-2400	2017	EAGLE PROPERTIES OF	2,680.00		1,094.64	3,561.47
88-007-2400	2018	EAGLE PROPERTIES OF	2,680.00	213.17	624.18	3,226.18
88-007-2400	2019	EAGLE PROPERTIES OF	752.00		359.36	1,111.36
88-007-2400	2020	EAGLE PROPERTIES OF	770.00		255.06	1,025.06
88-445-1500	2017	EAGLE PROPERTIES OF	724.00		158.37	882.37
88-445-1500	2018	EAGLE PROPERTIES OF	1,414.00		653.12	2,067.12
88-445-1500	2019	EAGLE PROPERTIES OF	1,444.00		478.32	1,922.32
88-445-1600	2017	EAGLE PROPERTIES OF	1,360.00		297.49	1,657.49
88-445-1600	2018	EAGLE PROPERTIES OF	38,040.00	4,647.18	13,779.54	47,172.36
88-445-1600	2020	EAGLE PROPERTIES OF	38,040.00		13,779.54	47,172.36
TOTALS:						
GRAND TOTALS:			38,040.00	4,647.18	13,779.54	47,172.36

End of Report: PRTPMTD

ITASCA COUNTY ABATEMENT POLICY

WHEREAS, applications are submitted to the County of Itasca requesting abatements of either real or personal property taxes and/or penalties, interest and costs to correct errors or inequities within the tax system; and,

WHEREAS, pursuant to MN Statute 375.192, Subdivision 2 "...the County Board may consider and grant reductions or abatements on applications only as they relate to taxes payable in the current year and two prior years; provided that reductions or abatements for the two prior years shall be considered or granted only for (i) clerical errors, or (ii) when the taxpayer fails to file for a reduction or an adjustment due to hardship...", and,

WHEREAS, it is the intent of the County of Itasca to ensure fairness and equity within both the real and personal property tax billing and collection system; and

WHEREAS, it is important to note that an abatement is not part of the appeals process for market valuation challenges, but shall be an administrative process by which corrections can be made to property values, classifications, and tax; and,

WHEREAS, abatements should be used only as a last resort method to correct assessments and/or collection errors, as abatements are costly both in terms of manpower expended for preparation and reduced revenues from tax reductions and reimbursements, without any provision for the county to recover these funds from any other source; and,

WHEREAS, abatements exceeding a dollar amount over \$5,000.00 shall require prior express County Board Approval; and,

WHEREAS, abatements exceeding a dollar amount over \$10,000.00 shall require the county to give notice to the school board and municipality; and,

NOW, THEREFORE, BE IT RESOLVED, that the abatement policy of the Itasca County Board of Commissioners is as follows:

- I. NO ABATEMENT WILL BE CONSIDERED IF:
 1. Petition has been filed with tax court and the outcome is still pending.
 2. A confession of judgment has been signed by taxpayer/applicant.
 3. It involves a year other than current tax or the previous two tax years.
 4. A social security number of the applicant is not provided.
 5. It involves a reduction of a special assessment unless it is accompanied by a written recommendation for approval by the governmental unit responsible for the original special assessment.

II. ABATEMENTS SHALL BE CONSIDERED IN ORDER TO CORRECT A VALUATION OR CLASSIFICATION ERROR AS FOLLOWS:

Abatements may only be submitted once per calendar year on a specific parcel. Objective assessment errors shall be abated for current year. Objective assessment errors shall be abated up to the previous 2 years if there is a clerical error or the taxpayer failed to file for a reduction or and adjustment due to a hardship. Objective errors are defined to include:

1. Exemption by public ownership.
2. Double assessments or other overlapping listings.
3. Homestead classification.
4. Measurable units, i.e., acres, square feet, etc., providing that an adjustment does not reduce the estimated market value below its actual market value.
5. Mobile home ownership or location changes.
6. Personal property ownership changes.
7. Lease cancellations.
8. Local Option Disaster Abatements if the requirements of Minnesota Statute 273.1233 are met.

Subjective assessment opinions shall not be abated. Subjective changes of assessment opinions shall be addressed through formal appeals processes, otherwise, will be effective beginning with the next applicable assessment year.

III. ABATEMENTS OF PENALTY ON CURRENT TAXES:

Abatements of penalty on current taxes shall be approved in the following situations:

1. An abatement of the penalty on a current tax will be approved if an error on the part of the County resulted in nonpayment of tax.
2. Pursuant to Minnesota Statutes 279.01, Subd. 2, and 270.07, the Itasca County Board delegates to the Treasurer of Itasca County the power to abate the penalty for late payment of taxes after the due date as specified in this statute.
3. If an abatement application submitted under part II, above is in process at the tax due date, consideration will be given to waive penalty for a reasonable period of time after a corrected tax statement is issued, to be determined by the Treasurer.

It is also the policy of the County of Itasca that penalty abatements shall NOT be granted:

1. To taxpayers who have inadvertently omitted one parcel when making payment.
2. If the only reason is that the taxpayer failed to receive a tax Statement (MINNESOTA STATUTE 276.04). Failure to receive a tax statement does not void liability to pay on time.
3. If the only reason is that a contract for deed vendor, upon cancellation of contract, failed to be aware of unpaid taxes.

IV. ABATEMENTS OF PENALTIES, INTERESTS AND COSTS ON DELINQUENT TAXES:

An abatement of the penalty, interest and cost on a delinquent tax will only be approved if an error on the part of the County resulted in nonpayment of the tax.

An abatement of the penalty, interest and cost on a delinquent tax will NOT be approved if the only reason given is that a contract for deed vendor, upon cancellation of contract, failed to be aware of unpaid taxes.

An abatement of the penalty, interest and cost involving a new economic development or business expansion will be considered on the merits of each individual situation.

The County Auditor will provide a complete listing of any abated taxes, penalties, and interest to the County Board on quarterly basis.

V. POLICY DEFINITIONS:

A. Abatement

Action to reduce or abate the market value, taxes, penalties or interest on taxes not paid by the due date, or to change the property classification, upon an application in accordance with Minnesota Statute Section 375.192. Abatements can result in a reduction of the tax levied against a particular property.

B. Classification

Each property in Minnesota is assigned a classification such as residential homestead, apartment, commercial/industrial, etc., based on the type and use of the property.

C. Clerical Errors

An error made by an Itasca County employee or agent in entering figures in the records, which includes but is not limited to, inputting incorrect codes, transposing numbers, keypunch errors, arithmetic computations, or an omission where it was clearly the intent of the official to make an entry which was not done. A clerical error does not involve judgment.

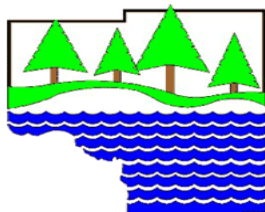
D. Hardship

An event or circumstance beyond the control of the taxpayer. Examples of hardship include, but are not limited to, the physical or mental incapacity of the taxpayer or the taxpayer's immediate family and other events and circumstances, which may constitute excusable neglect on the part of the taxpayer. It does not include financial hardship.

E. Market Value or Valuation

An assessor's estimate of what a property would be worth if it was sold.

Board Approval: 02/24/92; 11/25/03, 8/28/07; 11/13/18



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

November 13, 2018
Regular Meeting

REQUEST FOR BOARD ACTION RBA-2018-309

DEPARTMENT: Assessor

PRESENTER: Amber Peratalo

TIME REQUIRED: < 5 minutes

AGENDA ITEM:

Abatement Policy Approval

BOARD ACTION REQUESTED:

Approve the updated Abatement Policy.

BACKGROUND:

The current Abatement Policy requires updates to ensure alignment with current statutory requirements, recommendations by the Department of Revenue, and reviewed by the County Attorney's office with suggested changes implemented.

ITEM HISTORY:

History:

11/06/18 COUNTY BOARD
NEXT: 11/13/18

RECOMMENDED FOR CONSENT

COUNTY ATTORNEY REVIEW: Yes

SUPPORTING DOCUMENTATION:

- Abatement Policy 2018 - updated (PDF)
- Abatement Policy Attorney Memo (PDF)
- 2018.11.9 Final Abatement Policy (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Davin Tinquist, District #1

SECONDER: Burl Ives, District #4

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

ABSENT: Terry Snyder



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 18, 2022

REQUEST FOR BOARD ACTION: RBA-2021-1929

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Karin Grandia

AGENDA ITEM:

Project Labor Agreements for 2022 Highway Construction Projects

BOARD ACTION REQUESTED:

Authorize the County Transportation Department to not require PLA's on the list of projects entitled "2022 Transportation Department Projects - Project Labor Agreements Worksheet".

BACKGROUND:

Attached is a copy of the resolution regarding the use of PLA's on County Projects. The Transportation Department has reviewed the criteria identified in the resolution for each project planned for the 2022 construction season. None of the projects on the list for 2022 seem to have the potential to experience labor shortages, have much potential for cost overruns, require complex coordination of project phases, have unusual time constraints or deadlines and are of average size and scope. Therefore, it is the recommendation that PLA's not be required on these projects.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. PLA Resolution
2. 2022 PLA

Motion To: Require a Project Labor Agreement (PLA) on all projects greater than \$2 million on the list entitled "2022 Transportation Department Projects - Project Labor Agreements Worksheet," with the exception of the CSAH 3 Bituminous Rehabilitation project.

Motion To: Amend the motion to include projects with an Engineer's Estimate value of \$2 million and greater on the list entitled "2022 Transportation Department Projects - Project Labor Agreements Worksheet," with the exception of the CSAH 3 Bituminous Rehabilitation project.

RESULT:	APPROVED (3 TO 2)
MOVER:	Commissioner Ben DeNucci
SECONDER:	Commissioner Leo Trunt

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

RESOLUTION
OF THE
COUNTY BOARD OF COMMISSIONERS
ITASCA COUNTY, MINNESOTA

Adopted August 28, 2007

Commissioner Dowling moved the adoption of the following resolution:

Resolution No. 08-07-11 (Page 1 of 2)

RE: UTILIZATION OF PROJECT LABOR AGREEMENTS FOR
PROJECTS EXCEEDING \$150,000

WHEREAS, the Itasca County Board of Commissioners acknowledges that its contracts for work, labor, construction and other designated contracts are governed by Minn. Stat. 375.21; and

WHEREAS, when those contracts exceed the amounts prescribed by law, the County is required to prepare bid specifications and advertise for competitive bids; and

WHEREAS, unless the County rejects all bids, the County is required to award the contract to the lowest responsible bidder; and

WHEREAS, the purposes of Minn. Stat. 375.21 include: 1) promoting and ensuring open competition by all interested parties irrespective of their size or affiliation; and 2) providing bidders with equal opportunity without granting an advantage to one or placing others at a disadvantage; and

WHEREAS, in appropriate cases, project labor agreements facilitate the timely and cost-efficient completion of the project by: 1) making available a ready and adequate supply of skilled craftworkers; 2) providing a negotiated commitment which is a legally enforceable means of assuring labor stability and labor peace over the life of a project; 3) avoiding work stoppages following expiration of collective bargaining agreements between the union and an employer performing work on a project; and 4) facilitating equal employment opportunities on a project; and

WHEREAS, the Minnesota Appellate Courts have upheld the utilization of project labor agreements in appropriate cases where a rational basis exists for the use of such agreements and the governing body conducted a fact-specific analysis to form a rational basis for their use.

WHEREAS, project labor agreements will not be utilized where funding sources for the project restrict their use.

WHEREAS, project labor agreements will not be utilized if prohibited by law.

NOW, THEREFORE, BE IT RESOLVED, that it shall be the policy of Itasca County to engage in a determination whether a rational basis exists for the utilization of project labor agreements in all contracts for work, labor, construction and other contracts designated by law where the value of such contract equals or exceeds the sum of \$150,000.00. Factors to be considered by the Board in its determination may include, but are not limited to: 1) project size and value; 2) project timelines and deadlines; 3) potential for budgetary overruns; 4) labor availability; 5) need for coordination of project phases; and 6) other factors deemed to be relevant by the Board in its analysis.

BE IT FURTHER RESOLVED, that the Itasca County Board of Commissioners directs that it shall be the responsibility of the department heads of the several county departments to timely gather and present the facts the County Board needs to make an informed determination on the need for a project labor agreement for a particular project, and to ensure that bid specifications and relevant bid documents are prepared so as to conform to the County Board's directives.

BE IT FURTHER RESOLVED, that in those cases where the utilization of a project labor agreement is deemed to be appropriate the agreement shall be in a form approved by the Board of Commissioners.

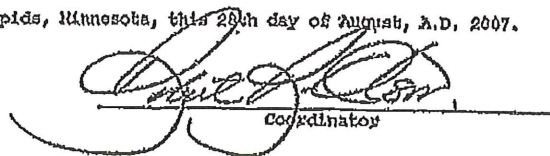
Commissioner McLynn seconded the motion for the adoption of the resolution and it was declared adopted upon the following vote:

Yeas _____	Nays _____	District #1 _____	District #2 _____
Other _____		District #3 _____	District #4 _____
		District #5 _____	

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

I, ROBERT R. DILSON, Coordinator of County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 28th day of August A.D. 2007, 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 28th day of August, A.D. 2007.


Coordinator

By _____ Deputy

**2022 Transportation Department Projects
Project Labor Agreements Worksheet**

Project Name	Size/Value	Timeline/Deadline	Potential for Overruns	Labor Availability	Coordination of Phases	Other Factors
• CSAH 7 Reconstruction	\$2,000,000	Delays will not cause financial hardship	Minimal potential for overruns State Aid Funds	No shortages	None Necessary	
• CSAH 60 Reconstruction & Paving	\$2,100,000	Delays will not cause financial hardship	Minimal potential for overruns State Aid Funds	No shortages	None Necessary	
• CSAH 94 Bituminous Rehabilitation	\$500,000	Delays will not cause financial hardship	Minimal potential for overruns State Aid Funds	No shortages	None Necessary	
• CSAH 3 Bituminous Rehabilitation	\$4,000,000	Delays will not cause financial hardship	Minimal potential for overruns State Aid, Federal & City of Grand Rapids Funds	No shortages	None Necessary	
• CSAH 93 Bituminous Overlay	\$100,000	Delays will not cause financial hardship	Minimal potential for overruns State Aid Funds	No shortages	None Necessary	
• CSAH 97 Bituminous Rehabilitation	\$325,000	Delays will not cause financial hardship	Minimal potential for overruns State Aid Funds	No shortages	None Necessary	
• CSAH 92 Bituminous Overlay	\$850,000	Delays will not cause financial hardship	Minimal potential for overruns State Aid Funds	No shortages	None Necessary	
• CR 449-Bituminous Overlay	\$850,000	Delays will not cause financial hardship	Minimal potential for overruns Unorg Twp Funds	No shortages	None Necessary	

Notes:

- All contracts will utilize prevailing wages
- Historically there has never been a labor strike on an Itasca County Highway project
- Historically projects have been given completion dates and rarely extend beyond that date. When they have, it has been related to weather or supply chain issues.
- In the past 10 years, projects have not experienced substantial cost overruns.
- The projects on this list are all relatively simple and do not require large amounts of coordination.
- Federal Aid projects may consider PLA's but the threshold is \$25 million and the FHWA must approve of the use in advance.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 18, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2077

DEPARTMENT: Land Department

TIME REQUESTED: 5 Minutes

PRESENTER: Cindy Shevich

AGENDA ITEM:

Sale of Tax-Forfeited Land to Balsam Township for a Public Purpose

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Sale of Tax-forfeited Land to Balsam Township for a Public Purpose, which approves sale of the North 510 feet of the East 461.16 feet of the Northwest Quarter of the Southwest Quarter (NW SW), Section Eight (8), Township Fifty-eight (58), Range Twenty-four (24) under the terms provided in Minnesota Statute 282.01, Subd. 1a para. (b) for a price of \$16,200.00 plus all associated costs.

BACKGROUND:

Balsam Township has requested purchase of tax-forfeited land legally described as the North 510 feet of the East 461.16 feet of the Northwest Quarter of the Southwest Quarter (NW SW), Section Eight (8), Township Fifty-eight (58), Range Twenty-four (24), known as a portion of Parcel #04-108-3200 for the amount of \$16,200.00 for a public purpose. Minnesota Statute 282.01, Subd. 1a (b) allows sale of non-conservation tax-forfeited land to an incorporated governmental subdivision for their market value as determined by the county board, for any public purpose for which the subdivision is authorized to acquire property.

Parcel 04-108-3200 forfeited to the State of Minnesota, held in trust for the taxing districts in 1941. The Itasca County Board of Commissioners classified the above described property as non-conservation land in 2021.

Balsam Township has requested purchase of said property to expand the Balsam Cemetery. Said property is located directly South and adjacent to the existing Cemetery.

Said sale is in coordination with an acquisition from Balsam Township for the South 330 feet of the Southeast Quarter of the Southeast Quarter (SE SE), Section Twenty-six (26), Township Fifty-eight (58), Range Twenty-four (24) to the State of Minnesota, held in trust for the taxing districts of the South 330 feet of the Southeast Quarter of the Southeast Quarter (SE SE), Section Twenty-six (26), Township Fifty-eight (58), Range Twenty-four (24) at a cost of \$16,200.00 to be paid out of the Land Replacement Trust Fund.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Balsam Twp Resolution
2. Location_Map 04-108-3200

01/18/2022

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/25/2022 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 18, 2022

RESOLUTION

RE: SALE OF TAX-FORFEITED LAND TO BALSAM TOWNSHIP FOR PUBLIC PURPOSE

WHEREAS, the following described land forfeited to the State of Minnesota in 1941 for non-payment of taxes and is managed by Itasca County:

The North 510 feet of the East 461.16 feet of the Northwest Quarter of the Southwest Quarter (NW SW), Section Eight (8), Township Fifty-eight (58), Range Twenty-four (24) appraised for the amount of \$16,200.00; and

WHEREAS, Balsam Township has requested purchase of said property to expand the existing Balsam Cemetery.

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

WHEREAS, Itasca County has determined that the County's land management interests would be best served if the North 510 feet of the East 461.16 feet of the Northwest Quarter of the Southwest Quarter (NW SW), Section Eight (8), Township Fifty-eight (58), Range Twenty-four (24), is managed for a public purpose by Balsam Township.

WHEREAS, said sale is in coordination with an acquisition from Balsam Township for the South 330 feet of the Southeast Quarter of the Southeast Quarter (SE SE), Section Twenty-six (26), Township Fifty-eight (58), Range Twenty-four (24) to the State of Minnesota, held in trust for the taxing districts at a cost of \$16,200.00 to be paid out of the Land Replacement Trust Fund.

NOW THEREFORE BE IT RESOLVED, that the Itasca County Board of Commissioners approves sale of the above described land under the terms provided in Minnesota Statute 282.01, Subd. 1a para. (b) for a price of \$16,200.00 plus all associated costs.

Resolution

A Resolution Requesting Conveyance of Tax-Forfeited Trust Parcel 04-108-3200 for an Authorized Public Purpose.

Whereas, Minnesota Statute 282.01 subd.1a.par B. allows for, upon written request of a governmental subdivision of the state, the county board's approval of the conveyance of a tax forfeited trust land to a public entity for an authorized public purpose of the tax forfeited land for a Public Cemetery: and

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

The North 510 feet of the East 461.16 feet of the Northwest Quarter of the Southwest Quarter (NW1/4 SW1/4), Section Eight (8), Township Fifty-eight (58), Range Twenty-four (24)., and

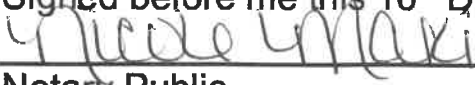
Whereas, the City of Balsam Township and the public would benefit from conveyance of said tax-forfeited trust parcel for additional public cemetery space.

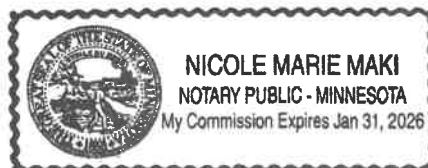
Now, Therefore be it Resolved by the Balsam Township Board, that the Township of Balsam respectfully requests that the Itasca County Board consider approving conveyance of tax forfeited trust parcel 04-108-3200 to Balsam Township, as provided for under Minnesota Statute 282.01 subd.1a.par.b, for the authorized public purpose of a public cemetery.

Adopted by the Balsam Township Board this 16th day of September, 2021.

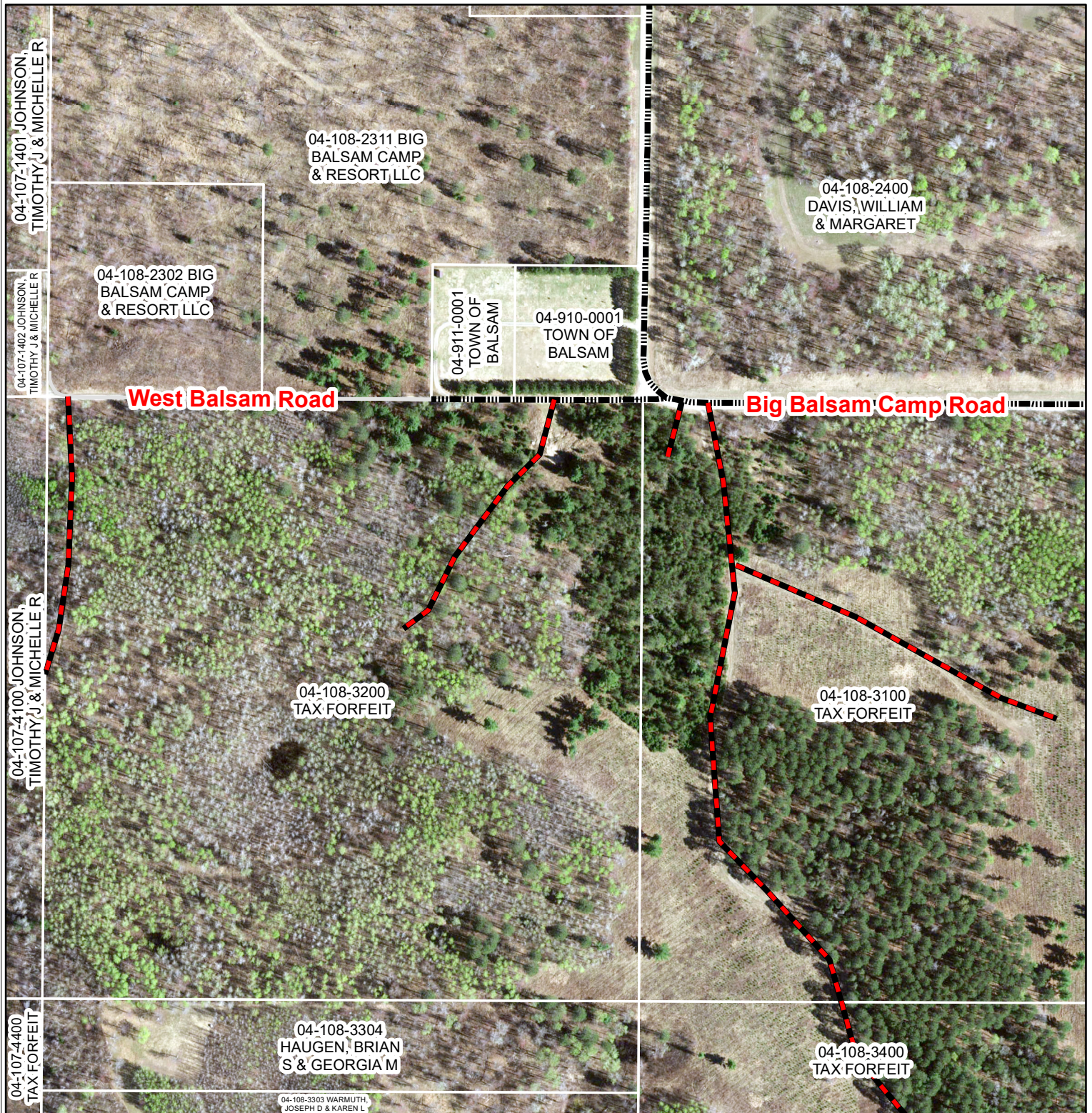

Balsam Township Board Chairman

Signed before me this 16th Day of September, 2021


Notary Public



Balsam Township Request for Public Purpose
5.40 acres in Northeast corner of Parcel 04-108-3200



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



The North 510 feet of the East 461.16 feet of the Northwest Quarter of the Southwest Quarter (NW SW), Section 8, Twp 58, Rge 24.

050100





**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 18, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2078

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Cindy Shevich

AGENDA ITEM:

Land Replacement Acquisition in Section 26, Township 58, Range 24

BOARD ACTION REQUESTED:

Approve purchase agreement for acquisition of approximately 9.88 acres of land located in Balsam Township legally described as the South 330 feet of the Southeast Quarter of the Southeast Quarter (SE SE), Section Twenty-six (26), Township Fifty-eight (58), Range Twenty-four (24), at a cost of \$16,200.00 to be paid out of Land Replacement Trust Fund and authorize necessary signatures.

BACKGROUND:

The purchase will help replace County forest lands that were exchanged to Blandin and sold to Essar in 2008.

The purchase is in coordination with a Sale of Tax Forfeited Land to Balsam Township legally described as: The North 510 feet of the East 461.16 feet of the Northwest Quarter of the Southwest Quarter (NW SW), Section Eight (8), Township Fifty-eight (58), Range Twenty-four (24) for a price of \$16,200.00, plus all associated costs for a public purpose to expand the existing Balsam Cemetery.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Land Replacement Trust Fund Analysis
2. Purchase Agreement Balsam Twp

01/18/2022

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/25/2022 2:30 PM
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LAND REPLACEMENT TRUST FUND ANALYSIS

2008 TO 2021

INCOME (Land Sold)			
	Acres	Income	\$/ac
Initial sale to MN Steel in 2008	11,952	\$ 7,021,080.00	\$ 587.00
Additional acres added through trespass, lot additions, Auction sales, Pokegama Commons	469	\$ 1,080,725.39	\$ 2,304.00
Total sold	12,421	\$ 8,101,805.39	\$ 652.00

EXPENDITURES (Land Purchased)			
	Acres	Spent	\$/ac
Total purchased	8,768.29	\$ 6,829,063.09	\$ 778.84

Balance	
As of 9-1-2021	\$1,275,242.30

The price per acre for land that was sold is less than price per acre of land purchased for several reasons:

1. The price per acre is generally less in large volume transactions
2. The topography and utility of the land that was sold vs purchased. Mined land is generally less valuable. Timbered land is generally more valuable.

YEAR	ACRES SOLD	ACRES PURCHASED	ACREAGE GAIN(LOSS)
2008	7,977.00	0.00	(7,977.00)
2009	3975	3618.4	(356.60)
2010	0	1152.82	1,152.82
2011	43.6	363.3	319.70
2012	348.95	2751.06	2,402.11
2013	7.71	602.00	594.29
2014	4.69	199.81	195.12
2015	20.00	40.00	20.00
2016	44.03	0.00	(44.03)
2017	0.00	40.90	40.90
TOTAL	12,420.98	8,768.29	(3,652.69)

PURCHASE AGREEMENT

This Agreement made this ____ day of _____, 2022, between Balsam Township, a Municipal Corporation under the laws of Minnesota, having an address of 21446 Thirty Lake Lane, Bovey, MN 55709, hereinafter called “Seller”, and the State of Minnesota, in trust for the taxing districts, hereinafter called “Buyer”.

WHEREAS, Seller is the owner of a parcel of real property, hereinafter referred to as the “Property”, legally described as follows:

The South 330 feet of the Southeast Quarter of the Southeast Quarter (SE SE), Section Twenty-six (26), Township Fifty-eight (58), Range Twenty-four (24).

WHEREAS, the Buyer wishes to acquire the above described Property; and

WHEREAS, the Seller wishes to sell to the Buyer their interest in the above described Property;

THEREFORE, it is hereby agreed as follows:

1. Transfer of ownership. Seller shall sell and convey by Warranty Deed to the Buyer all of their right, title, and interest, except as otherwise specified herein, to the Property. 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 transfer will be accomplished on or before April 15, 2022, subject to extension for title curative matters pursuant to Section 3 below.

2. Sale price. Buyer agrees to pay Seller Sixteen thousand two hundred dollars (\$16,200.00) for the Property. This purchase is in coordination with a Sale of property to the Township of Balsam for the North 510 feet of the East 461.16 feet of the Northwest Quarter of the Southwest Quarter (NW SW), Section Eight (8), Township Fifty-eight (58), Range Twenty-four (24).

3. Evidence of Title. Seller must provide clear title to the property, subject to the approval of the Buyer. Seller shall, within 10 days after the date hereof, furnish to Buyer any title evidence in the possession of Seller (the "Title Evidence"). Buyer shall return all such Title Evidence that may pertain to land not sold as part of this transaction.

Within 10 days of receiving the Title Evidence, Buyer shall obtain such opinions or commitments for title insurance as Buyer shall deem appropriate. Buyer may, within 15 days of receiving the Title Evidence, make written objections (the "Objections"), if any, to the form of the Title Evidence or to the content of any opinions or title commitments obtained by Buyer. Buyer's failure to make objections within such time period will constitute a waiver of objections. Any matter shown in any opinions or title commitments and not objected to by Buyer shall be a "permitted encumbrance" hereunder. Seller shall have sixty (60) days after receipt of Buyer's objections to satisfy the Objections or indicate that such Objections will be satisfied at or prior to Closing. If Seller is unable or unwilling to satisfy the Objections and so notifies Buyer within said sixty (60) day period, then Buyer, at Buyer's option, may either (i) waive any Objections in which event Buyer shall be deemed to have accepted the condition of title; or (ii) terminate this Agreement in which event neither party shall have any further liability or obligation under this Agreement.

4. Cost of transfer. The Seller shall bear and be responsible for the following: (i) any expenses necessary to provide marketable title to and transfer of the premises to the Buyer as set forth in Section 3 above; (ii) payment of state deed tax; (iii), Seller's pro-rated share of real estate taxes due in the purchase year; and (iv), cost of preparing the Warranty Deed. The Buyer shall bear and be responsible for the following: (i) the Purchase Price; (ii) the cost of obtaining any title opinions or commitments for title insurance as Buyer shall deem appropriate; (iii) Buyer's pro-rated share of real estate taxes due in the purchase year; and (iv) recording fees associated with the recording of the Warranty Deed conveying the Property to Buyer.

5. 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.

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

Seller:

By: Stephen W. Connelly

(Signature)

Its: Balsam Township Board Chairman
(Type of authority)

State of Minnesota)
)ss
County of Itasca County)

This instrument was acknowledged to before me this ____ day of _____, 2022, by Stephen W. Connelly, as Board Chairman of Town of Balsam, a Municipal Corporation under the laws of Minnesota.

(Notary Seal)

Notary Public

Itasca County, Minnesota

By: _____

Terry Snyder, Chairperson
Itasca County Board of Commissioners

Brett Skyles
County Administrator

State of Minnesota)
)ss
County of Itasca)

On this _____ day of _____, 2022, Terry Snyder, 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 Seal)

Notary Public, Itasca County



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 18, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2090

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Cindy Shevich

AGENDA ITEM:

Approval of Donation to Itasca County of Outlot A, Highway 63 Commercial Park

BOARD ACTION REQUESTED:

Approve a donation request by Robert G. Troumbly Enterprises, LLC for the donation of Outlot A, Highway 63 Commercial Park to the County of Itasca for public use, and authorize County Board Chair and staff to sign the attached Donation Agreement and necessary closing documents.

BACKGROUND:

The current landowner, Robert G. Troumbly Enterprises, LLC, acquired ownership of Outlot A, Highway 63 Commercial Park on December 9, 2011. Said tract, known as Parcel #05-482-0500 is a Railroad Right of Way. The portion of Railroad Right of Way adjacent to and directly North of said parcel is owned by the State of Minnesota, held in trust for the taxing districts. The landowner has agreed to gift the property to the County of Itasca. The County of Itasca wishes to accept the donation of said real property for public use.

Minnesota Statute 465.03 authorizes any county to accept a grant or devise of real property and maintain such property for the benefit of its citizens.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Donation Agreement Troumbly
2. Location_Map 05-482-0500

01/18/2022

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/25/2022 2:30 PM
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DONATION AGREEMENT

This Agreement made this 10th day of January, 2022, between Robert G. Troumbly Enterprises, LLC, hereinafter called "Donor", and Itasca County, Minnesota, hereinafter called "Recipient".

WHEREAS, Minnesota Statute 465.03 authorizes any county to accept a grant or devise of real property and maintain such property for the benefit of its citizens; and

WHEREAS, the Recipient wishes to accept donation of real property for public use; and

WHEREAS, Donor, Robert G. Troumbly Enterprises, LLC, is the fee simple owner of real property, hereinafter referred to as the "Property", located in Itasca County; and

WHEREAS, Donor is interested in furthering this goal by a gift of the property to recipient; and

THEREFORE, it is hereby agreed as follows:

1. **Transfer of Ownership.** Donor shall donate and convey by Limited Warranty Deed to the Recipient all its right, title, and interest, except as otherwise specified herein, to the Property now owned by and in the name of Donor located in the County of Itasca, State of Minnesota, described as follows: Outlot A, Highway 63 Commercial Park

The property donated has a total estimated market value of \$600.00 for the 2021 tax year as determined by the records in the office of the Itasca County Assessor at Grand Rapids, Minnesota. The property real estate taxes for the 2022 year are due and payable May 15, 2022 in the sum of \$12.00 for a net estimated market value of \$600.00 for the purposes of this donation.

2. **Cost of Transfer.** The Recipient shall bear expenses involved in the transfer referred to in paragraph one (1) herein, limited to the following: preparation of transfer deeds and documents, state deed tax and recording fees associated with the recording of the Deed referred to in paragraph one (1) herein.

3. **Cost of Maintenance and Taxes.** Subsequent to the closing, the Recipient shall bear the total expenses involved in the ownership of the Property, including, but not limited to all real property, taxes and assessments, windstorm and fire insurance, public liability insurance and other protective measures.

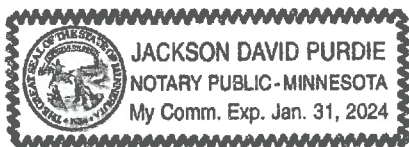
4. **Binding Effect.** This agreement shall be binding upon the parties hereto, their heirs, successors and assigns. The terms of this agreement shall be subject to and interpreted in conformance with the laws of the State of Minnesota.

signed this agreement day and year first above


By Laura Troumbly, Chief Manager
Robert G. Troumbly Enterprises, LLC

This instrument was acknowledged to before me this 10th day of January, 2022, by Laura Troumbly, as Chief Manager of Robert G. Troumbly Enterprises, LLC, a Limited Liability Corporation under the laws of Minnesota.

(Seal)

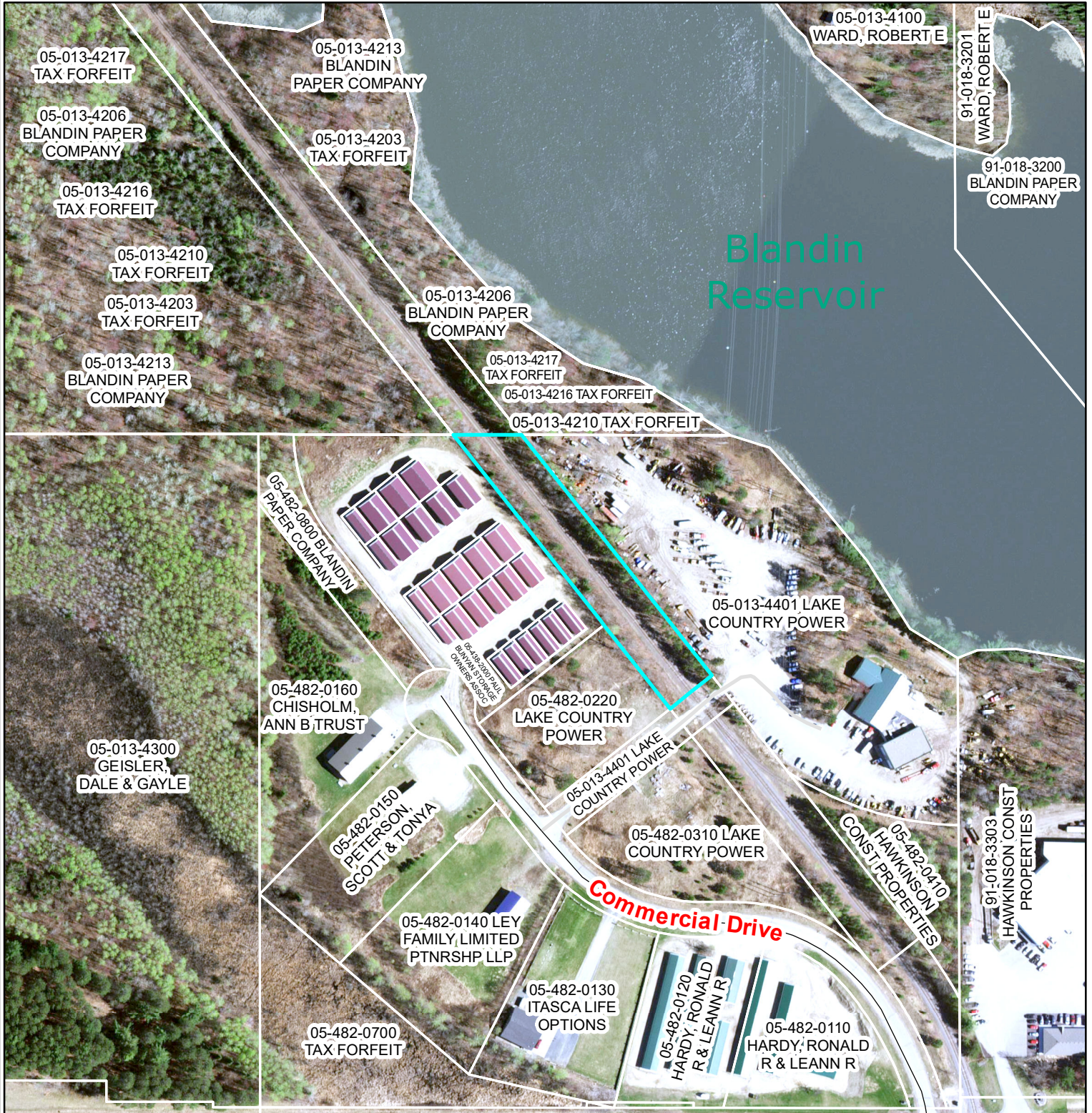


By: _____
Terry Snyder, Chairperson
Itasca County Board of Commissioners

This instrument was acknowledged to before me this _____ day of _____, 2022, by Terry Snyder, Chairperson of Itasca County Board of Commissioners and Brett Skyles, County Administrator, for the County of Itasca.

Notary Public

Outlot A, Highway 63 Commercial Park
Parcel 05-482-0500



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.



Donation request by
Robert G. Troumbly Enterprises, LLC

0250100





**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 18, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2097

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Itasca County Vaccination, Testing and Face Covering Policy

BOARD ACTION REQUESTED:

Put a stay on the Itasca County Vaccination, Testing and Face Covering policy pursuant to the recent Supreme Court ruling.

BACKGROUND:

On January 13th the Supreme Court blocked the OSHA Vaccine and Testing mandate.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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