ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, February 8, 2022 | 2:30 PM | Itasca County Boardroom

FINAL

REGULAR 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	Absent	
Terry Snyder	District #2	Present	2:30 PM
Leo Trunt	District #3	Present	2:30 PM
Burl Ives	District #4	Present	2:30 PM
Ben DeNucci	District #5	Present	2:30 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Pull Item #5.9 (Bridge Bonding Resolution), add Item #6.10 (Legislative Priorities Update), and approve the agenda, as amended.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, February 1, 2022 County Board Work Session.

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

V. CONSENT AGENDA

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

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

1. Approve the Hangar Lease at the Bowstring for Leon Bachman (3rd successive renewal of lease) for a period of three (3) years from January 1, 2022, renewable for a three (3) year term up to eight (8) successive renewals, and authorize the signature of the Chair and Clerk on said lease agreement.

2. Approve the Airport Rescue Grant Agreement for airport operations and maintenance at the Grand Rapids/Itasca County Airport and authorize necessary signatures.
3. Adopt the Resolution Re: Authorization for Grant Application, which authorizes the Elections Division of the Auditor/Treasurer's office to apply for a Help America Vote Act (HAVA) Grant through the Office of the Minnesota Secretary of State in the amount of $30,189.36.
4. Approve a change in allocation of 1.0 Public Health Nurse to 1.0 Social Worker - Home and Community Based positions in the Public Health division of Health and Human Services.
5. Approve and accept the 2022 Housing Support Agreements.
6. Authorize the County Engineer to enter into a professional service contract with Bolton & Menk to provide construction administration and inspection services for the CSAH 3 Road Rehabilitation and 7th Avenue Roundabout and authorize the County Engineer to execute the contract documents.
7. Authorize the County Transportation Department to not require a PLA on CSAH 3 Bituminous Rehabilitation and ADA Improvement Project.
8. Approve the execution of a Highway Easement Agreement for CSAH 7 across property held by RGGS LAND & MINERALS LTD., L.P. in order to facilitate SAP 031-607-031.
10. Approve amendment Number 1 to the TH 2 Detour Agreement and authorize the necessary signatures.
11. Approve final payment for the City of Bigfork - Ash Street/Rajala Mill Rd., a road reconstruction project, and authorize the County Board Chairperson and Clerk to the County Board to sign the necessary documents.
12. Award Contract 66010 for CSAH 60 - Grading, Aggregate Base & Bituminous Surfacing, CSAH 60 - Bituminous Paving & Aggregate Shouldering, CSAH 7 - Grading, Aggregate Base & Bituminous Surfacing, and City of Taconite - Shamrock Drive - Street Improvements to William J. Schwartz and Sons, Inc. in the amount of $4,140,647.19 and authorize the required signatures on the contract documents.
13. Adopt the Resolution Re: Sale of Tax-forfeited Land to the City of Calumet, which approves sale of Lots 22-27, Block 3 ORIGINAL TOWNSITE OF THE VILLAGE OF CALUMET under the terms provided in Minnesota Statute 282.01, Subd. 1a para. (d) for a price of $250.00 plus all associated costs.
14. Authorize the Itasca County Board Chair Terry Snyder and Itasca County Administrator Brett Skyles to sign the Snowmobile Safety Enforcement Grant Agreement between Itasca County and the State of MN DNR for the grant cycle of FY2022 & FY2023.
15. Authorize Board Chair Terry Snyder and Administrator Brett Skyles to sign the Off Highway Vehicle Enforcement Grant between Itasca County and the Minnesota Department of Natural Resources (DNR).

VI. REGULAR AGENDA

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

   Congratulations to Greg Wyatt who accepted a promotion from Parks Maintenance Worker, Land Department to Highway Maintenance Worker, Road & Bridge Division, Transportation Department effective February 6, 2022.

Farewell to Lee Huffman whose last day as Deputy Sheriff/Road Deputy, Sheriff Department will be February 19, 2022 after 16+ years of service.

Congratulations to Robin Jackson who accepted a job change from Assessor/Appraiser I, Assessor Department to Clerk Treasurer, Auditor/Treasurer Department effective February 6, 2022.

Farewell to Dakota Flohaug whose last day as Public Health Nurse, Health & Human Services Department will be February 11, 2022 after 5 months of service.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

3. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of February 11, 2022 in the amount of $841,452.59.

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

4. COVID-19 Update

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

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

5. Family Services Division Update/Presentation

Family Services Division Manager Becky Lauer and Financial Assistance Supervisor Jason Johnson provided a Family Services Division Update, including information regarding the 2021 year end Child Protection Report and related public assistance application volume.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

6. Highway 169 Cross Range Expressway

Motion To: Accept the proposal from Shane Zahrt, Flaherty & Hood, regarding consultation and legislative services to promote the Highway 169 cross range expressway with the use of American Rescue Plan (ARP) funds, authorize necessary signatures, and direct staff to work with the vendor on a second year contract.

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

7. CEDA Announcement

Community and Economic Development Associates (CEDA) Senior Vice President Cris Gastner provided an announcement regarding Sarah Carling's promotion as Regional Director in Northern Minnesota, as well as the hiring of Henry Hellman as Community and Business Development Specialist.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

8. Support for Canisteo Pit Funding

Motion To: Direct County Administrator Brett Skyles to draft a letter in support of HF 2322 and SF 2286 regarding Canisteo Pit Funding and authorized County Board Chair signature.

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

9. 2021 Itasca SWCD AIS Program Report

Itasca County Aquatic Invasive Species (AIS) Coordinator Bill Grantges provided an Itasca County AIS Program Update for 2021.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

10. Legislative Priorities Update

Commissioner Snyder provided an update regarding 2022 Legislative Priorities.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

VII. COMMISSIONER COMMENTS

Commissioner Ives provided comment regarding coverage of County Board meetings available online through Itasca Community Television, Inc. (ICTV) at https://watchictv.org/.

Commissioners DeNucci and Trunt provided comment regarding the County's 2022 Legislative Priorities.

Commissioners Snyder and DeNucci provided comment regarding a recent discussion with Northern Counties Land Use Planning Board (NCLUPB) regarding the Huber project.

Commissioner Snyder provided comment regarding his recent completion of meetings with County Department Heads and Health and Human Services (HHS) Division Heads.

County Attorney Matti Adam invited the public to attend the upcoming Teen Dating Violence Awareness & Prevention Forum, hosted by the Grand Rapids North Star Women's Club and other partners, to be held on Thursday, February 17, 2022 from 6 to 8 PM at the Reif Center.

VIII. CLOSED SESSIONS

IX. ADJOURN

Chair Snyder adjourned the meeting at 4:01 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, February 8, 2022

RESOLUTION 2022-11

RE: AUTHORIZATION FOR GRANT APPLICATION

BE IT RESOLVED that the Itasca County Board of Commissioners hereby authorize the Elections Division of the Auditor/Treasurer's office to apply for a Help America Vote Act (HAVA) Grant through the Office of the Minnesota Secretary of State to be used to improve accessibility to, implement security improvements for elections systems for, and/or fund other activities to improve the security of, federal elections.

BE IT FURTHER RESOLVED that the Election/License Specialist is hereby authorized to execute such applications and amendments as are necessary to submit the grant application on behalf of the Elections Division of the Auditor/Treasurer's office.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 8th day of February A.D. 2022 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 8th day of February A.D. 2022.

Administrator

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, February 8, 2022

RESOLUTION 2022-12

RE: SALE OF TAX-FORFEITED LAND TO THE CITY OF CALUMET

WHEREAS, the City of Calumet has requested purchase of tax-forfeited land legally described as Lots 22-27, Block 3 ORIGINAL TOWNSITE OF THE VILLAGE OF CALUMET for the amount of $250.00 and,

WHEREAS, Minnesota Statute 282.01, Subd. 1a (d) allows sale of non-conservation tax-forfeited land to an incorporated governmental subdivision for less than the market value if the county board determines that

(1) that a reduced price will lead to the development of affordable housing,

(2) that the governmental subdivision has documented its specific plans for developing affordable housing and the specific law that empower it to acquire real property in furtherance of the plans; and

WHEREAS, the City of Calumet has submitted a plan for developing affordable housing (see Attached MOU), and the specific law that empower it to acquire real property in furtherance of the plans (see Attached Resolution); and

WHEREAS, the Itasca County Board of Commissioners has classified the above described property as non-conservation land, and has determined that a reduced price will lead to development of affordable housing; and

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. (d) for a price of $250.00 plus all associated costs.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 8th day of February A.D. 2022 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 8th day of February A.D. 2022.

Administrator

February 8, 2022

Chair:

PULL:
1. Item #5.9 – Bridge Bonding Resolution

ADDITIONS: None

CHANGES: None

INFORMATIONAL:
1. Item #6.4 – Additional Information

2. Item #6.8 – Additional Information

Amanda

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, February 1, 2022 | 2:30 PM | Itasca County Boardroom

DRAFT

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	Absent	
Ben DeNucci	District #5	Present	2:30 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Add Item #6.11 (Joint Resolution of Annexation) and approve the agenda, as amended.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, January 11, 2022 County Board Special Session and the Tuesday, January 25, 2022 County Board Regular Session.

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

V. RECOMMENDED FOR CONSENT AGENDA

1. Approve the Hangar Lease at the Bowstring for Leon Bachman (3rd successive renewal of lease) for a period of three (3) years from January 1, 2022, renewable for a three (3) year term up to eight (8) successive renewals, and authorize the signature of the Chair and Clerk on said lease agreement.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/08/2022 2:30 PM**

2. Approve the Airport Rescue Grant Agreement for airport operations and maintenance at the Grand Rapids/Itasca County Airport and authorize necessary signatures.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/08/2022 2:30 PM**

3. Adopt the Resolution Re: Authorization for Grant Application, which authorizes the Elections Division of the Auditor/Treasurer's office to apply for a Help America Vote Act (HAVA) Grant through the Office of the Minnesota Secretary of State in the amount of $30,189.36.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/08/2022 2:30 PM**

4. Approve a change in allocation of 1.0 Public Health Nurse to 1.0 Social Worker - Home and Community Based positions in the Public Health division of Health and Human Services.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/08/2022 2:30 PM**

5. Approve and accept the 2022 Housing Support Agreements.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/08/2022 2:30 PM**

6. Authorize the County Engineer to enter into a professional service contract with Bolton & Menk to provide construction administration and inspection services for the CSAH 3 Road Rehabilitation and 7th Avenue Roundabout and authorize the County Engineer to execute the contract documents.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/08/2022 2:30 PM**

7. Approve the execution of a Highway Easement Agreement for CSAH 7 across property held by RGGS LAND & MINERALS LTD., L.P. in order to facilitate SAP 031-607-031.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/08/2022 2:30 PM**

8. Adopt the Resolution Re: Bridge Bonding (Revised 1/20/2022).

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/08/2022 2:30 PM**

9. Approve amendment Number 1 to the TH 2 Detour Agreement and authorize the necessary signatures.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/08/2022 2:30 PM**

10. Approve final payment for the City of Bigfork - Ash Street/Rajala Mill Rd., a road reconstruction project, and authorize the County Board Chairperson and Clerk to the County Board to sign the necessary documents.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/08/2022 2:30 PM**

11. Award Contract 66010 for CSAH 60 - Grading, Aggregate Base & Bituminous Surfacing, CSAH 60 - Bituminous Paving & Aggregate Shouldering, CSAH 7 - Grading, Aggregate Base & Bituminous Surfacing, and City of Taconite - Shamrock Drive - Street Improvements to William J. Schwartz and Sons, Inc. in the amount of $4,140,647.19 and authorize the required signatures on the contract documents.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/08/2022 2:30 PM**

12. Authorize the Itasca County Board Chair Terry Snyder and Itasca County Administrator Brett Skyles to sign the Snowmobile Safety Enforcement Grant Agreement between Itasca County and the State of MN DNR for the grant cycle of FY2022 & FY2023.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/08/2022 2:30 PM**

13. Authorize Board Chair Terry Snyder and Administrator Brett Skyles to sign the Off Highway Vehicle Enforcement Grant between Itasca County and the Minnesota Department of Natural Resources (DNR).

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/08/2022 2:30 PM**

VI. DISCUSSION / INFORMATIONAL

1. Citizen Input

   No citizen input provided.

9. Wabana Township Zoning Ordinance

   Motion To: Adopt the Resolution Re: Itasca County Review of Wabana Township Shoreland Management Ordinance, which accepts the Wabana Township Zoning Ordinance using the evaluative criteria found in MR 6120.3900
   Subp. 4a.

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

2. Highway 169 Cross Range Expressway

   Shane Zahrt and Erik Simonson, Flaherty & Hood representatives, provided information regarding the request to accept the proposal from Flaherty & Hood regarding consultation and legislative services to promote the Highway 169 Cross Range Expressway.

RESULT:	**RECOMMENDED FOR REGULAR NEXT: 02/08/2022 2:30 PM**

3. 2022-2024 AFSCME Local 1452 Labor Contract & Letter of Agreement

   Motion To: Approve and authorize necessary signatures for the 2022-2024 AFSCME Local 1452 Labor Contract and Letter of Agreement, representing the Road & Bridge employees.

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

4. Catastrophic Sick Leave Policy.

   Human Resources Director Lynn Hart and County Administrator Brett Skyles provided information regarding a Catastrophic Sick Leave Policy.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

5. 2022 Redistricting. Update

   Elections/Licensing Specialist Carolyn Randall and Chief Deputy Auditor/Treasurer Deb Davis provided an update regarding 2022 Redistricting.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

6. Mississippi Headwaters Board Update

   Tim Terrill, Mississippi Headwaters Board (MHB) Executive Director, provided a Mississippi Headwaters Board update, including information regarding the history of the Board.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

7. Project Labor Agreement for CSAH 3

   County Engineer Karin Grandia provided information regarding the request to authorize the County Transportation Department to not require a Project Labor Agreement (PLA) on CSAH 3 Bituminous Rehabilitation and ADA Improvement Project.

RESULT:	**RECOMMENDED FOR CONSENT NEXT: 02/08/2022 2:30 PM**

8. Sale of Tax-Forfeited Land to the City of Calumet

Real Estate Specialist Cindy Shevich provided information regarding the request to adopt the Resolution Re: Sale of Tax-forfeited Land to the City of Calumet, which approves sale of Lots 22-27, Block 3 ORIGINAL TOWNSITE OF THE VILLAGE OF CALUMET under the terms provided in Minnesota Statute 282.01, Subd. 1a para. (d) for a price of $250.00 plus all associated costs.

RESULT:	**RECOMMENDED FOR CONSENT NEXT: 02/08/2022 2:30 PM**

10. 5 Year Plan for Highway Improvement Projects Presentation

County Engineer Karin Grandia and Assistant County Engineer Ryan Sutherland presented the draft 5 Year Plan for Highway Construction. The draft plan is available on the Transportation Department's portion of the County website (https://www.co.itasca.mn.us/DocumentCenter/View/6682/2022-5-YEAR-PLAN-DRAFT) for public review and comment until February 28, 2022.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

11. Joint Resolution of Annexation

Motion To: Adopt the Resolution of the City of Cohasset and Itasca County, Minnesota for the designation of certain land and immediate annexation of the designated area.

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

VII. COMMITTEE REPORTS

Commissioner DeNucci reported on his attendance of recent Itasca County Township Association (ICTA), Grand Village, Kootasca Community Action (KCA), and Highway 169 Completion Coalition meetings.

Commissioner Tinquist reported on his attendance of the recent Blackduck Joint Powers Board meeting.

Commissioner Trunt reported on his attendance of recent Highway 169 Completion Coalition, Arrowhead Regional Development Commission (ARDC), Risk Management Commission, and Grand Village meetings, as well as a Fairground/Campground meeting.

Commissioner Snyder reported on his attendance of recent Grand Village and Intergovernmental Affairs meetings, as well as Highway 38 Bigfork Design and Bigfork Community Project meetings.

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 4:19 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, February 8, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2163

DEPARTMENT: Administrative Services
TIME REQUESTED: < 5 Minutes
PRESENTER: Brett Skyles

AGENDA ITEM:
Bowstring Airport Hangar Lease - Leon Bachman (Schule)

BOARD ACTION REQUESTED:
Approve the Hangar Lease at the Bowstring for Leon Bachman (3rd successive renewal of lease) for a period of three (3) years from January 1, 2022, renewable for a three (3) year term up to eight (8) successive renewals, and authorize the signature of the Chair and Clerk on said lease agreement.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. Bowstring Airport Hangar Lease 2022 - Bachman

02/01/2022

RESULT:	**RECOMMENDED FOR CONSENT NEXT: 02/08/2022 2:30 PM**

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

(Third term of lease for 01/01/2022 – 12/31/2024)

LEASE

THIS AGREEMENT made and entered into this ____ day of _____, 20____, by and between the Itasca County Board of Commissioners, a governmental subdivision of Itasca County, Minnesota, and BOWSTRING AIRPORT COMMISSIONERS, hereinafter known as Lessor, and Leon Bachman of 1111 4th Ave NE, Independence, IA, 50644, hereinafter known as Lessee:

WITNESSETH:

That the Lessor, in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the Lessee, hereby lease unto said Lessee the following described premises, to-wit:

see attached plat

To have and to hold the same for a period of three years from January 1, 2019, upon the following terms, conditions, covenants and agreements, to-wit:

The Lessee shall pay for said Lease in advance each year the annual rental of $230.40 ($.10 per sq ft - 2304 sq ft) for the year, payable to the Bowstring Airport Commission, Box 4, Bowstring, MN 56631.

Provided, however, that this agreement is entered into upon the following terms and conditions, all of which the parties hereto covenant to keep and perform:

1. Lessor hereby grants and gives to the Lessee, at the Lessee's option, the privilege of eight (8) successive renewals of the Lease, each renewal to be for the period of three years, respectively, and to be subject to all the terms and conditions of the Lease. Lessor considers the rental of 10 cents ($.10) per square foot as a minimal or nominal rental, and it may become expedient, advisable and necessary to increase said rental during any removal of the Lease. It is agreed that said rental may be increased, provided that such increase rental shall not exceed the rental paid for square foot by any other similar Lessee at Bowstring Airport.

   If the Lessee desires to renew this Lease upon the premises herein described, Lessee shall notify the Lessor in writing by registered mail to the Bowstring Airport Commission of their intent to request the renewal of said Lease upon the premises described at least thirty (30) days prior to the expiration of the then current Lease.

2. The said Lessee shall have the right to use said property for the following uses and for no other, to-wit:

   To erect and maintain a hangar for private aircraft. Not with standing any conditions herein contained, Lessee is given the exclusive use and control of only such premises as are occupied by hangar space and for which rental is paid.

3. It is further agreed that the hangar described herein and any other structure shall not be erected upon said property herein leased until the plans and specifications thereon have been approved by the Lessor, and that all buildings and structures placed thereon shall

be kept in neat and orderly condition and shall be painted or repainted at such time or times and of such color or colors as may be directed by the Lessor herein, State Department of Aeronautics, any agency of the United States Government, or any other agency having jurisdiction over said airport. No additions, modifications or alterations shall be made to any building or structure which are initially approved unless Lessee shall submit new or additional plans and specifications and Lessor approves the same. After the plans and specifications (original or modified) have been approved by Lessor, Lessee shall apply to the County of Itasca building official for a building permit. All buildings and structures must comply with the building code in force and effect in the County of Itasca.

This lease is contingent upon the approval of the State Department of Aeronautics, any agency of the United States Government, or any other agency having jurisdiction over said airport.

4. No signs or advertising matter of any kind shall be painted, posted or displayed upon any such buildings, or structures, or upon said premises or elsewhere on said Bowstring Airport without the written consent of the Lessor.

5. No excavation shall be made upon said premises and no fences or sidewalks shall be constructed thereon without the written consent of the Lessor.

6. No buildings or structures placed upon said premises by said Lessee shall become a part of the realty, except as hereinafter provided.

7. Explosives, gasoline, oil and other highly inflammable material of all kinds kept on said premises shall be kept in such manner as the Lessor shall from time to time determine.

8. The Lessee hereby agrees to indemnify and hold harmless said Lessor and leased property from any fine, lien, penalty or forfeiture which shall or may accrue from or by reason of the erection of any buildings or structure on said premises, or by reason of any use of said premises on said Bowstring Airport by the Lessee; and the Lessee further agrees to indemnify and hold harmless the said Lessor from all liability or claim of liability, and to pay any judgment rendered against said Lessor and to reimburse the Lessor for any expense incurred it by reason of any action or suit at law or inequity brought against it, in which it is made a party, by reason of the erection of any such buildings or structure of by reason of the occupancy or use by the tenant of the premises herein granted or in any way relating to or connected with the use of the premises of the Lessor. For the purpose of this paragraph, the term 'expense' shall be construed to include all costs incurred by the Lessor in the defense or settlement of said action or suit including attorneys' fees, filing fees, salaries and expenses of any officials or employees of said Lessor while engaged in the defense or settlement of said action suit.

9. The Lessee agrees to pay all taxes, assessments, license fees or other charges that may be levied or assessed during the terms of this agreement upon or against any improvements or equipment on said leased premises, or on account of transaction of

business thereon by the Lessee. If the Lessee shall fail or neglect to pay any of said taxes, assessments, license fees, or other charges when the same become due, the Lessor herein may pay the same together with any cost or penalty which may have accrued thereon, and collect the entire amount due to the Lessor upon demand therefore, and in default thereof, the Lessor shall have a first lien on said building, for the amount due and payable.

10. In the event that Bowstring Airport is closed, the Lessor shall give the Lessee written notification, by certified mail, notice of the closure at least twelve months prior to date of the closure.

11. The Lessee shall, upon the termination of this Lease, restore said leased premises in the same or as good condition as they were in when they were entered by the Lessee, and upon the Lessee's failure to do so within ninety (90) days after the termination of this Lease, said premises may be so restored by the Lessor and the expense thereon shall be promptly paid by the Lessee.

12. If, upon the termination of said Lease, the Lessee shall have paid all taxes, assessments and rent by it payable, and shall not be in any default of the terms and conditions of this Lease on its part to be kept and performed, it shall have the privilege, within ninety (90) days from the date of termination of the Lease, of removing from said premises all buildings or property thereon belonging to the Lessee and shall within said period restore said premises to as good condition as the same was in when they were entered upon by the Lessee, and if such buildings or property are not so removed, the tenant hereby conveys the same absolutely to the Lessor, and the title thereto upon the expiration of said period shall vest in the Lessor without further act or conveyance.

13. Said Lessee further covenants and agrees that they shall carry, at their own expense and obligations, public liability insurance on the premises herein before described for the benefit of the general public for liability by reason of the use and occupancy of the premises herein leased and shall furnish evidence of such insurance to the Bowstring Airport Commission. The minimum amounts of public liability insurance carried by Lessee shall be in compliance with Minnesota Statutes 466.04 as amended.

14. If demanded by the Lessor during any time before construction or during construction of any building or structure of any kind upon said leased premises, or remodeling or alteration thereof, said Lessee shall furnish the Lessor a good and sufficient bond against liens to be approved by Lessor.

15. The Lessee agrees that, except in the case of students, only duly licensed pilots will operate any and all airplanes kept on the premises herein leased, and that it will at all times be subject to all laws of the United States, State of Minnesota, and, by any and all of the legislative bodies of said United States, State of Minnesota and Itasca County.

16. The Lessee hereby releases the Lessor from all liability for damage by reason of failure or want of title to the premises or any part thereof. It is understood by the parties that certain costs of construction, reconstruction, maintenance and future costs of

improvements to the airport are paid and will be paid in part by State of Minnesota funds and United States Government funds, and that as a result, all leases of airport facilities must comply with certain State of Minnesota and United States Government requirements. It is therefore agreed that if this Lease should fail to comply in any respect with any of such State of Minnesota and United States Government requirements as to interfere with the continued share of costs by said units of government, then this Lease shall thereupon be amended in such fashion so as to cause it to comply with the requirements and regulations of said units of government, provided that such amendments shall alter the context of this Lease as little as possible and still cause it to comply with such State and Federal regulations and requirements. If alterations would result in a material deviation from the general terms and conditions of this Lease then Lessor has the right to terminate this Lease.

17. That the Lessee for himself, his personal representatives and assigns, does hereby covenant and agree, and such covenant is a covenant running with the land, that in construction of any improvements on, over or under said lands, and no persons on the grounds of race, color or natural origin shall be excluded from participation and denied the benefits or otherwise be subjected to discrimination; and the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, Effectuation of Title 6 of Civil Rights Act of 1964 and as said regulations may be amended and 31 C.F.R. part 51.

18. This contract is entered into with the distinct understanding that both parties hereto are subject to all the requirements of Chapter 303, Laws of Minnesota for 1945 (M.S.A. 360 and subsequent), all amendments thereto, and that all provisions hereof inconsistent with the provisions of said law shall be revised in accordance with he demands of proper authorities when such demands are made.

19. Said Lessee agrees to pay for all utilities, water, lights, etc., or any other service used on said premises during the term of this Lease or any renewal thereof.

20. Said Lessee also agrees, at Lessee's own cost and expense during the term of this Lease, or any renewal thereof, to put and keep said premises in good and substantial repair and keep said premises in a neat, clean and respectable condition and to put and keep such premises in condition that they will comply with all State Federal and Municipal laws, charters, ordinances and regulations, at said Lessee's own risk, cost and expense. To provide at Lessee's sole expense any apron, taxiway, installation of utilities and other services necessary in order to comply with the terms of this Lease.

21. Said lessee will quit and deliver said premises to the said Lessor peaceably and quietly at the end of the aforesaid term or end of any renewal thereof or at any previous termination; and if the said annual payments or any of them, whether the same be demanded or not, are not paid when they become due; or if any part of said premises or this Lease be assigned without the consent of the Lessor; or if any term, condition or covenant of this Lease on the part of said Lessee to be by said Lessee kept or

performed, shall be violated or neglected, then and in either of said cases, the said Lessee does hereby authorize and fully empower the said Lessor, or its agent, to cancel and annul this Lease at once, and to re-enter and take possession of said premises.

It is mutually agreed that all of the covenants, terms and conditions of the Lease shall extend, apply to and firmly bind the heirs, executors, administrators, successors and assigns of the respective parties hereto as fully as the respective parties are themselves bound.

IN TESTIMONY WHEREOF, the said Lessor has caused this Lease to be executed by its chairman and attested by its secretary; and said Lessee has caused this Lease to be executed the day and year first above written.

THIS LEASE SUPERCEDES ANY LEASE BETWEEN THE TWO PARTIES.

ITASCA COUNTY BOARD OF COMMISSIONERS

by _____
Chair

by _____
Clerk to the County Board

BOWSTRING AIRPORT COMMISSION

by _____
Chairman

by _____
Secretary

LESSEE

_____
Leon Bachman

cc: Itasca County Auditor/Treasurer
Itasca County Assessor

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

Tuesday, February 8, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2181

DEPARTMENT: Administrative Services
TIME REQUESTED: 5 Minutes
PRESENTER: Matt Wegwerth

AGENDA ITEM:
FAA Grant Agreement

BOARD ACTION REQUESTED:
Approve the Airport Rescue Grant Agreement for airport operations and maintenance at the Grand Rapids/Itasca County Airport and authorize necessary signatures.

BACKGROUND:
The total of the grant is $59,000 and funds are available for four years. Dollars are available on a reimbursement basis provided the expenses meet certain criteria.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. GPZ-GLG-3-27-0037-027-2022 Grant Agreement - unsigned
2. GPZ-GLG-3-27-0037-027-2022 Grant Agreement FULLY EXECUTED

02/01/2022

RESULT:	**RECOMMENDED FOR CONSENT NEXT: 02/08/2022 2:30 PM**

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

U.S. Department of Transportation Federal Aviation Administration

Airports Division
Great Lakes Region
Minnesota, North Dakota, South Dakota

FAA DMA ADO
6020 28th Ave S, Ste 102
Minneapolis, MN 55450-2700

Airport Rescue Grant Transmittal Letter

January 24, 2022

Mr. Matt Wegwerth
420 N Pokegama Avenue
Grand Rapids, MN 55744

Dear Mr. Wegwerth:

Please find the following electronic Airport Rescue Grant Offer, Grant No. **3-27-0037-027-2022** for **Grand Rapids/Itasca County-Gordon Newstrom Field Airport**. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.

b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **February 14, 2022** in order for the grant to be valid.

c. You may not make any modification to the text, terms or conditions of the grant offer.

d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you draw down and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the Airport Rescue Grants Frequently Asked Questions for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the American Rescue Plan Act (Public Law 117-2). Additional details or invoices may be requested by FAA during the review of your payment requests.

As part of your final payment request, you are required to include in Delphi:

- A signed SF-425, *Federal Financial Report*
- A signed closeout report (a sample report is available here).

Until the grant is completed and closed, you are responsible for submitting a signed and dated SF-425 annually, due 90 days after the end of each Federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

I am readily available to assist you and your designated representative with the requirements stated herein. The FAA sincerely values your cooperation in these efforts.

Sincerely,

E. Lindsay Butler
Manager

U.S. Department
of Transportation
Federal Aviation
Administration

AIRPORT RESCUE GRANT

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date January 24, 2022

Airport/Planning Area Grand Rapids/Itasca County-Gordon Newstrom Field Airport

Airport Rescue Grant No. 3-27-0037-027-2022

Unique Entity Identifier 080240526

TO: County of Itasca and City of Grand Rapids
(herein called the "Sponsor")

Channeled through the State of Minnesota

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA an Airport Rescue Grant Application dated August 12, 2021, for a grant of Federal funds at or associated with the Grand Rapids/Itasca County-Gordon Newstrom Field Airport, which is included as part of this Airport Rescue Grant Agreement;

WHEREAS, the Sponsor has accepted the terms of FAA's Airport Rescue Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Airport Rescue Grant Application for the Grand Rapids/Itasca County-Gordon Newstrom Field Airport, (herein called the "Grant" or "Airport Rescue Grant") consisting of the following:

WHEREAS, this Airport Rescue Grant is provided in accordance with the American Rescue Plan Act ("ARP Act", or "the Act"), Public Law 117-2, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Airport Rescue Grant amounts to specific airports are derived by legislative formula (See Section 7102 of the Act).

WHEREAS, the purpose of this Airport Rescue Grant is to prevent, prepare for, and respond to the coronavirus pandemic. Funds provided under this Airport Rescue Grant Agreement must be used only for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's

operational expenses or debt service payments in accordance with the limitations prescribed in the Act. Airport Rescue Grants may be used to reimburse airport operational expenses directly related to Grand Rapids/Itasca County-Gordon Newstrom Field incurred no earlier than January 20, 2020.

Airport Rescue Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after March 11, 2021. Funds provided under this Airport Rescue Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens may not be funded with this Grant. Funding under this Grant for airport development projects to combat the spread of pathogens will be reallocated using an addendum to this Agreement for identified and approved projects.

NOW THEREFORE, in accordance with the applicable provisions of the ARP Act, Public Law 117-2, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS**:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **$59,000**, allocated as follows:

   $59,000 ARPA KW2022

2. **Grant Performance.** This Airport Rescue Grant Agreement is subject to the following Federal award requirements:

   a. The Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)

   b. The Budget Period:

      1. For this Airport Rescue Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.

c. Close out and Termination.

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the Grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)

2. The FAA may terminate this Airport Rescue Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the ARP Act.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.

5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.

6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Airport Rescue Grant Agreement, the ARP Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before February 14, 2022, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Airport Rescue Grant Agreement, the ARP Act, or other provision of applicable law. For the purposes of this Airport Rescue Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Airport Rescue Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Airport Rescue Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/SAM/pages/public/index.jsf.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Agreement.

14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

16. **Audits for Sponsors.**

    PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

17. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

    a. Verify the non-Federal entity is eligible to participate in this Federal program by:

        1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or

2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or
3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.

b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., subcontracts).

c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

18. **Ban on Texting While Driving.**

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Airport Rescue Grant or subgrant funded by this Grant.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this Airport Rescue Grant.

19. **Trafficking in Persons.**

a. You as the recipient, your employees, subrecipients under this Airport Rescue Grant, and subrecipients' employees may not –

1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
2. Procure a commercial sex act during the period of time that the award is in effect; or
3. Use forced labor in the performance of the award or subawards under the Airport Rescue Grant.

b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –

1. Is determined to have violated a prohibition in paragraph a. of this Airport Rescue Grant Agreement term; or
2. Has an employee who is determined by the agency official authorized to terminate the Airport Rescue Grant Agreement to have violated a prohibition in paragraph a. of this Airport Rescue Grant term through conduct that is either –

A. Associated with performance under this Airport Rescue Grant; or

B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),"as implemented by the FAA at 2 CFR Part 1200.

c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this Grant condition during this Airport Rescue Grant Agreement.

d. Our right to terminate unilaterally that is described in paragraph a. of this Grant condition:

1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

2. Is in addition to all other remedies for noncompliance that are available to the FAA under this Airport Rescue Grant.

20. **Employee Protection from Reprisal.**

a. Prohibition of Reprisals —

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) of this Grant condition, information that the employee reasonably believes is evidence of:

a. Gross mismanagement of a Federal grant;
b. Gross waste of Federal funds;
c. An abuse of authority relating to implementation or use of Federal funds;
d. A substantial and specific danger to public health or safety; or
e. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:

a. A member of Congress or a representative of a committee of Congress;
b. An Inspector General;
c. The Government Accountability Office;
d. A Federal employee responsible for oversight or management of a grant program at the relevant agency;
e. A court or grand jury;
f. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
g. An authorized official of the Department of Justice or other law enforcement agency.

3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a. of this Airport Rescue Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Airport Rescue Grant Agreement.
22. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel, is no longer effective.

SPECIAL CONDITIONS FOR USE OF AIRPORT RESCUE GRANT FUNDS

CONDITIONS FOR EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this Grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this Grant, such equipment shall be used solely for purposes directly related to combating the spread of pathogens at the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this Grant:
   a. Will be maintained and used at the airport for which they were purchased; and
   b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

   The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:

a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;

b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and

c. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Airport Rescue Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an Airport Rescue Grant Agreement, as provided by the ARP Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this Airport Rescue Grant Agreement is the date of the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated January 24, 2022

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

(Signature)

E. Lindsay Butler

(Typed Name)

Manager, FAA-DMA-ADO

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Airport Rescue Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Airport Rescue Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Airport Rescue Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. [1]

Dated

City of Grand Rapids

(Name of Sponsor)

(Signature of Sponsor's Designative Official/Representative)

By:

(Type Name of Sponsor's Designative Official/Representative)

Title:

(Title of Sponsor's Designative Official/Representative)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Minnesota. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens at the airport incurred on or after January 20, 2020, or for debt service payments that are due on or after March 11, 2021. Further, it is my opinion the foregoing Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at

By: _____

(Signature of Sponsor's Attorney)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Airport Rescue Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Airport Rescue Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Airport Rescue Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. [1]

Dated

County of Itasca

(Name of Sponsor)

(Signature of Sponsor's Designative Official/Representative)

By: **{{N_es_:signer4: fullname}}**

(Type Name of Sponsor's Designative Official/Representative)

Title: **{{*Ttl_es_:signer4: title}}**

(Title of Sponsor's Designative Official/Representative)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Minnesota. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens at the airport incurred on or after January 20, 2020, or for debt service payments that are due on or after March 11, 2021. Further, it is my opinion the foregoing Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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Dated at

By: _____

(Signature of Sponsor's Attorney)

AIRPORT RESCUE GRANT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Airport Rescue Grant Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the American Rescue Plan Act of 2021 ("ARP Act," or "the Act"), Public Law 117-2. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Airport Rescue Grant offer by the sponsor, these assurances are incorporated into and become part of this Airport Rescue Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Airport Rescue Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Airport Rescue Grant including but not limited to the following:

FEDERAL LEGISLATION

a. 49 U.S.C. Chapter 471, as applicable
b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
d. Hatch Act — 5 U.S.C. 1501, et. seq.[2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
i. Clean Air Act, P.L. 90-148, as amended.
j. Coastal Zone Management Act, P.L. 93-205, as amended.
k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.

s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.

t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.

u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.

v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.

x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq.[2]

y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction

f. Executive Order 12898 – Environmental Justice

g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.[3, 4]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.

e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.

f. 29 CFR Part 1 – Procedures for predetermination of wage rates.[1]

g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.[1]

h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).[1]

i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).[1]

j. 49 CFR Part 20 – New restrictions on lobbying.

k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.

l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.

n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.[1]

o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.

p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.

q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).

r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO AIRPORT RESCUE GRANT ASSURANCE B

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[4] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing

and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.

c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Consistency with Local Plans.

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the Airport Rescue Grant application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. Pavement Preventative Maintenance.

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including Airport Rescue Grant funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

9. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

10. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on the airport funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. Veteran's Preference.

It shall include in all contracts for work on any airport development project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and

operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and

b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

16. Airport Revenues.

a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this Airport Rescue Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs

related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act.

b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan

as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **County of Itasca and City of Grand Rapids**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

   A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and

   B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.

   C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

   D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

21. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Rescue Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of August 12, 2021.

23. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

24. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

25. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than $5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed $10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the $250,000 threshold for simplified acquisitions.

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars

U.S. Department of Transportation Federal Aviation Administration

Airports Division
Great Lakes Region
Minnesota, North Dakota, South Dakota

FAA DMA ADO
6020 28th Ave S, Ste 102
Minneapolis, MN 55450-2700

Airport Rescue Grant Transmittal Letter

January 24, 2022

Mr. Matt Wegwerth
420 N Pokegama Avenue
Grand Rapids, MN 55744

Dear Mr. Wegwerth:

Please find the following electronic Airport Rescue Grant Offer, Grant No. **3-27-0037-027-2022** for **Grand Rapids/Itasca County-Gordon Newstrom Field Airport**. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.

b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **February 14, 2022** in order for the grant to be valid.

c. You may not make any modification to the text, terms or conditions of the grant offer.

d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you draw down and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the Airport Rescue Grants Frequently Asked Questions for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the American Rescue Plan Act (Public Law 117-2). Additional details or invoices may be requested by FAA during the review of your payment requests.

As part of your final payment request, you are required to include in Delphi:

- A signed SF-425, *Federal Financial Report*
- A signed closeout report (a sample report is available here).

Until the grant is completed and closed, you are responsible for submitting a signed and dated SF-425 annually, due 90 days after the end of each Federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

I am readily available to assist you and your designated representative with the requirements stated herein. The FAA sincerely values your cooperation in these efforts.

Sincerely,

E. Lindsay Butler
Manager

U.S. Department
of Transportation
Federal Aviation
Administration

AIRPORT RESCUE GRANT

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date January 24, 2022

Airport/Planning Area Grand Rapids/Itasca County-Gordon Newstrom Field Airport

Airport Rescue Grant No. 3-27-0037-027-2022

Unique Entity Identifier 080240526

TO: County of Itasca and City of Grand Rapids
(herein called the "Sponsor")

Channeled through the State of Minnesota

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA an Airport Rescue Grant Application dated August 12, 2021, for a grant of Federal funds at or associated with the Grand Rapids/Itasca County-Gordon Newstrom Field Airport, which is included as part of this Airport Rescue Grant Agreement;

WHEREAS, the Sponsor has accepted the terms of FAA's Airport Rescue Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Airport Rescue Grant Application for the Grand Rapids/Itasca County-Gordon Newstrom Field Airport, (herein called the "Grant" or "Airport Rescue Grant") consisting of the following:

WHEREAS, this Airport Rescue Grant is provided in accordance with the American Rescue Plan Act ("ARP Act", or "the Act"), Public Law 117-2, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Airport Rescue Grant amounts to specific airports are derived by legislative formula (See Section 7102 of the Act).

WHEREAS, the purpose of this Airport Rescue Grant is to prevent, prepare for, and respond to the coronavirus pandemic. Funds provided under this Airport Rescue Grant Agreement must be used only for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's

operational expenses or debt service payments in accordance with the limitations prescribed in the Act. Airport Rescue Grants may be used to reimburse airport operational expenses directly related to Grand Rapids/Itasca County-Gordon Newstrom Field incurred no earlier than January 20, 2020.

Airport Rescue Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after March 11, 2021. Funds provided under this Airport Rescue Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens may not be funded with this Grant. Funding under this Grant for airport development projects to combat the spread of pathogens will be reallocated using an addendum to this Agreement for identified and approved projects.

NOW THEREFORE, in accordance with the applicable provisions of the ARP Act, Public Law 117-2, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS**:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **$59,000**, allocated as follows:

   $59,000 ARPA KW2022

2. **Grant Performance.** This Airport Rescue Grant Agreement is subject to the following Federal award requirements:

   a. The Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)

   b. The Budget Period:

      1. For this Airport Rescue Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.

c. Close out and Termination.

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the Grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)

2. The FAA may terminate this Airport Rescue Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the ARP Act.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.

5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.

6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Airport Rescue Grant Agreement, the ARP Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before February 14, 2022, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Airport Rescue Grant Agreement, the ARP Act, or other provision of applicable law. For the purposes of this Airport Rescue Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Airport Rescue Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Airport Rescue Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/SAM/pages/public/index.jsf.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Agreement.

14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

16. **Audits for Sponsors.**

    PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

17. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

    a. Verify the non-Federal entity is eligible to participate in this Federal program by:

        1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or

2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or
3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.

b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., subcontracts).

c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

18. **Ban on Texting While Driving.**

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Airport Rescue Grant or subgrant funded by this Grant.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this Airport Rescue Grant.

19. **Trafficking in Persons.**

a. You as the recipient, your employees, subrecipients under this Airport Rescue Grant, and subrecipients' employees may not –

1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
2. Procure a commercial sex act during the period of time that the award is in effect; or
3. Use forced labor in the performance of the award or subawards under the Airport Rescue Grant.

b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –

1. Is determined to have violated a prohibition in paragraph a. of this Airport Rescue Grant Agreement term; or
2. Has an employee who is determined by the agency official authorized to terminate the Airport Rescue Grant Agreement to have violated a prohibition in paragraph a. of this Airport Rescue Grant term through conduct that is either –

A. Associated with performance under this Airport Rescue Grant; or

B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),"as implemented by the FAA at 2 CFR Part 1200.

c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this Grant condition during this Airport Rescue Grant Agreement.

d. Our right to terminate unilaterally that is described in paragraph a. of this Grant condition:

1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

2. Is in addition to all other remedies for noncompliance that are available to the FAA under this Airport Rescue Grant.

20. **Employee Protection from Reprisal.**

a. Prohibition of Reprisals —

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) of this Grant condition, information that the employee reasonably believes is evidence of:

a. Gross mismanagement of a Federal grant;
b. Gross waste of Federal funds;
c. An abuse of authority relating to implementation or use of Federal funds;
d. A substantial and specific danger to public health or safety; or
e. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:

a. A member of Congress or a representative of a committee of Congress;
b. An Inspector General;
c. The Government Accountability Office;
d. A Federal employee responsible for oversight or management of a grant program at the relevant agency;
e. A court or grand jury;
f. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
g. An authorized official of the Department of Justice or other law enforcement agency.

3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a. of this Airport Rescue Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Airport Rescue Grant Agreement.
22. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel, is no longer effective.

SPECIAL CONDITIONS FOR USE OF AIRPORT RESCUE GRANT FUNDS

CONDITIONS FOR EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this Grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this Grant, such equipment shall be used solely for purposes directly related to combating the spread of pathogens at the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this Grant:
   a. Will be maintained and used at the airport for which they were purchased; and
   b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

   The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:

a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;

b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and

c. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Airport Rescue Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an Airport Rescue Grant Agreement, as provided by the ARP Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this Airport Rescue Grant Agreement is the date of the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated January 24, 2022

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

(Signature)

E. Lindsay Butler

(Typed Name)

Manager, FAA-DMA-ADO

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Airport Rescue Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Airport Rescue Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Airport Rescue Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. [1]

Dated January 24, 2022

City of Grand Rapids

(Name of Sponsor)

Dale Christy

Dale Christy (Jan 24, 2022 20:44 CST)

(Signature of Sponsor's Designative Official/Representative)

By: Dale Christy

(Type Name of Sponsor's Designative Official/Representative)

Title: Mayor

(Title of Sponsor's Designative Official/Representative)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Chad Sterle , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Minnesota. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens at the airport incurred on or after January 20, 2020, or for debt service payments that are due on or after March 11, 2021. Further, it is my opinion the foregoing Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at January 25, 2022

By: Chad Sterle (Jan 25, 2022 07:25 CST)

(Signature of Sponsor's Attorney)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Airport Rescue Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Airport Rescue Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Airport Rescue Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. [1]

Dated January 25, 2022

County of Itasca

(Name of Sponsor)

Ben DeNucci (Jan 25, 2022 08:37 CST)

(Signature of Sponsor's Designative Official/Representative)

By: **{{N_es_:signer4: fullname}}**

(Type Name of Sponsor's Designative Official/Representative)

Title: **{{*Ttl_es_:signer4: title}}**

(Title of Sponsor's Designative Official/Representative)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Matti Adam , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Minnesota. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens at the airport incurred on or after January 20, 2020, or for debt service payments that are due on or after March 11, 2021. Further, it is my opinion the foregoing Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at February 8, 2022

By: Matti Adam (Feb 8, 2022 15:41 CST)

(Signature of Sponsor's Attorney)

AIRPORT RESCUE GRANT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Airport Rescue Grant Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the American Rescue Plan Act of 2021 ("ARP Act," or "the Act"), Public Law 117-2. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Airport Rescue Grant offer by the sponsor, these assurances are incorporated into and become part of this Airport Rescue Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Airport Rescue Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Airport Rescue Grant including but not limited to the following:

FEDERAL LEGISLATION

a. 49 U.S.C. Chapter 471, as applicable
b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
d. Hatch Act — 5 U.S.C. 1501, et. seq.[2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
i. Clean Air Act, P.L. 90-148, as amended.
j. Coastal Zone Management Act, P.L. 93-205, as amended.
k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.

s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.

t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.

u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.

v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.

x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq.[2]

y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction

f. Executive Order 12898 – Environmental Justice

g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.[3, 4]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.

e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.

f. 29 CFR Part 1 – Procedures for predetermination of wage rates.[1]

g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.[1]

h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).[1]

i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).[1]

j. 49 CFR Part 20 – New restrictions on lobbying.

k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.

l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.

n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.[1]

o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.

p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.

q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).

r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO AIRPORT RESCUE GRANT ASSURANCE B

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[4] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing

and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.

c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Consistency with Local Plans.

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the Airport Rescue Grant application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. Pavement Preventative Maintenance.

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including Airport Rescue Grant funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

9. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

10. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on the airport funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. Veteran's Preference.

It shall include in all contracts for work on any airport development project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and

operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and

b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

16. Airport Revenues.

a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this Airport Rescue Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs

related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act.

b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan

as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **County of Itasca and City of Grand Rapids**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

   A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and

   B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.

   C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

   D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

21. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Rescue Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of August 12, 2021.

23. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

24. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

25. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than $5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed $10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the $250,000 threshold for simplified acquisitions.

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars

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

Tuesday, February 8, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2211

DEPARTMENT: Auditor / Treasurer
TIME REQUESTED: < 5 Minutes
PRESENTER: Carolyn Randall

AGENDA ITEM:
Help America Vote Act (HAVA) Grant Application

BOARD ACTION REQUESTED:
Adopt the Resolution Re: Authorization for Grant Application, which authorizes the Elections Division of the Auditor/Treasurer's office to apply for a Help America Vote Act (HAVA) Grant through the Office of the Minnesota Secretary of State in the amount of $30,189.36.

BACKGROUND:
The Office of the Minnesota Secretary of State (OSS) is currently soliciting applications from counties for grants under the 2022 Help America Vote Act (HAVA) Grants Program. During its 2021 1st Special Session, the Minnesota Legislature, via Chapter 12, Article 1, Sec. 41, directed the distribution of $3 million from federal Help America Vote Act (HAVA) appropriations as grants to political subdivisions. Per statute, these funds must be used to improve accessibility to implement security improvements for elections systems for, and/or fund other activities to improve the security of, federal elections. Regularly scheduled state elections in Minnesota are also federal elections. HAVA Grants Program funds may be used by counties for any improvements or enhancements to accessibility or security of elections. OSS interprets the statutory language to extend to wider IT / network / and physical security and accessibility improvements and enhancements to county environments (virtual and physical), so long as elections functions are covered within. While OSS may be consulted on potential uses under consideration, counties are expected and encouraged to make autonomous decisions on applicability based on statutory language and be prepared to defend and justify those decisions if audited. There is no matching requirement from the county.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. 2022 HAVA Grant Application

02/01/2022

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/08/2022 2:30 PM**

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

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, February 8, 2022

RESOLUTION 2022-11

RE: AUTHORIZATION FOR GRANT APPLICATION

BE IT RESOLVED that the Itasca County Board of Commissioners hereby authorize the Elections Division of the Auditor/Treasurer's office to apply for a Help America Vote Act (HAVA) Grant through the Office of the Minnesota Secretary of State to be used to improve accessibility to, implement security improvements for elections systems for, and/or fund other activities to improve the security of, federal elections.

BE IT FURTHER RESOLVED that the Election/License Specialist is hereby authorized to execute such applications and amendments as are necessary to submit the grant application on behalf of the Elections Division of the Auditor/Treasurer's office.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 8th day of February A.D. 2022 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 8th day of February A.D. 2022.

Administrator

2022 Application for
Help America Vote Act (HAVA) Grants Program to Minnesota Counties

In accordance with the requirements of
Laws 2021, 1st Special Session, Chapter 12, Article 1, Section 41

Minnesota Secretary of State Steve Simon

Contents

A. Overview / General Information
B. Contact Information
C. Prerequisites Descriptions and Completion Details
D. OSS Election Security / Network Defense Capabilities Questionnaire
E. Funding Information
F. Certification

Section A. Overview - General Information

The Office of the Minnesota Secretary of State (OSS) is currently soliciting applications from counties for grants under the 2022 Help America Vote Act (HAVA) Grants Program.

During its 2021 1st Special Session, the Minnesota Legislature, via Chapter 12, Article 1, Sec. 41, directed the distribution of $3 million from federal Help America Vote Act (HAVA) appropriations as grants to political subdivisions. Per statute, these funds must be used to improve accessibility to, implement security improvements for elections systems for, and/or fund other activities to improve the security of, federal elections. Regularly scheduled state elections in Minnesota are also federal elections.

Upon completion of the prerequisites as described in "Tab C.", each county shall initially be eligible for the following maximum HAVA grant distribution amount:

$20,000 flat-rate per county + $.287 per Voting Age Population as captured by the 2020 U.S. Census

Undistributed funds (funds not requested by counties, or funds allocated to counties for which prerequisites are not completed), as well as unspent and returned funds from counties will be subject to follow-on redistribution per a to-be-determined "2nd round" formula.

To assist in identifying potential security gaps against which these and potential future funds could be applied, and to ensure counties are aware and taking advantage of free services and support available from state, federal, and other partners, counties must complete, and certify to the completion of, the program prerequisites described herein in "Tab C." to be eligible to receive these HAVA grant funds. Counties may request, via thorough written justification, excusal from any of the "Tab C" prerequisites based on lack of technical applicability, or county already employing/recently completed the same or similar capability. Excusal will not be considered for reasons related to insufficient staff time or expertise to complete prerequisites, or for similar reasons.

The HAVA Grants Program **does not require** counties to match any amount of funding to be eligible to receive a grant award amount.

HAVA Grants Program funds may be used by counties for any improvements or enhancements to accessibility or security of elections. OSS interprets the statutory language to extend to wider IT / network / and physical security and accessibility improvements and enhancements to county environments (virtual and physical), so long as elections functions are covered within. While OSS may be consulted on potential uses under consideration, counties are expected and encouraged to make autonomous decisions on applicability based on statutory language, and be prepared to defend and justify those decisions if audited. Of note, HAVA Grants Program funding may be applied to meet county matching requirements under the Voting Equipment Grants Authorization (VEGA) Program.

OSS has determined that expenses related to ePollbooks do not constitute improvements to security or accessibility, and are not an appropriate use of HAVA Grants Program funding. Similarly, improvements merely for convenience (i.e. upgrade of central count capability, updated Election Management System with same underlying operating system, etc.) also do not constitute improvements to security or accessibility, and are also not appropriate uses of this funding. This list of limitations should not be considered exhaustive.

Completed HAVA Grants Program applications must be received by the Office of the Minnesota Secretary of State by 4:00 p.m. on Monday, 31 January, 2022. Anticipated award date for funds is Friday, 18 March, 2022. Funds are expected to be used for the purposes described above in advance of, and in preparation for the 08 November, 2022 Minnesota Statewide General Election. Specific details on final end-date for expenditure of funds, follow-on reporting related to all expended funds, and process and dates for returning awarded, but unused funds to the Office of the Minnesota Secretary of State will be provided in separate, forthcoming guidance.

In order to apply for these funds, counties must answer all questions fully and completely on this application. Click on the applicable tabs below to to provide the required information to complete this application. All county applications must include a resolution from the county board of commissioners approving the application for these funds.

Section B. Contact Information	
County	Itasca County
Name of county Election Leader Submitting Application:	Carolyn Randall
Full title of county Election Leader Submitting Application:	Election/License Specialist
Name / full title of county IT Leader that has assisted in preparation of this application, and with completion of all required prerequisites:	Christopher Gunderson - MIS Department Head
Mailing Address of Election Leader Submitting Application: (Street/P.O. Box)	123 NE 4th St
City	Grand Rapids
State	MN
Zip Code	55744
E-Mail Address of Election Leader Submitting Application:	carolyn.randall@co.itasca.mn.us
Phone:	218-327-2849
FAX:	218-327-7426
Federal Tax ID # of Jurisdiction:	

Section C. Prerequisites

Mandatory:		
1. Complete the Nationwide Cyber Security Review (NCSR) (found here)		
	Typed name and title of county IT Leader completing NCSR:	Christopher Gunderson - MIS Department Head
	Date NCSR Completed:	
	Date NCSR system-generated completion certificate forwarded to bill.ekblad@state.mn.us:	
2. Schedule* a Virtual Service Review (VSR) with Elections Infrastructure - Info Sharing and Analysis Center (EI-ISAC) Minnesota Account Manager, Paul Jones (paul.jones@cisecurity.org)		
	Scheduled date of VSR:	
	Typed name and title of county Elections Leader that will attend VSR:	Carolyn Randall - Elections/License Specialist
	Typed name and title of county IT Leader that will attend VSR:	Christopher Gunderson - MIS Department Head
3. Schedule* a virtual discussion with MN.IT SOC Cyber Navigator (Pete Alsis, peter.alsis@state.mn.us) to discuss the Statewide Security Monitoring Initiative (SSMI) and other MN.IT security support available to Minnesota counties.		
	Scheduled date of MN.IT SOC Cyber Navigator virtual discussion:	

	Typed name and title of county IT Leader that will attend MN.IT SOC Cyber Navigator virtual discussion:	Christopher Gunderson - MIS Department Head
* Required engagements with EI-ISAC and MN.IT must be scheduled prior to formal application for HAVA grant funds, and completed prior to expected award date of funds, (i.e. no later than 15 March, 2022)		
4. Complete OSS Election Security / Network Defense Capabilities Questionnaire (Tab D.)		
	Typed name and title of county IT Leader that has completed Tab D:	Christopher Gunderson - MIS Department Head
"Menu" Options:		
Complete one of "A" or "B" below:		
A. EI-ISAC's "Election Infrastructure Assessment Tool" (EIAT - found here)		
	If this option selected, Typed name and title of county Elections Leader that completed EIAT:	
	Typed name and title of county IT Leader that assisted with completion of EIAT:	
	Date EIAT Completed:	
	Date EIAT system-generated completion certificate (or similar) forwarded to bill.ekblad@state.mn.us:	
B. CISA's "Election Risk Profile Tool" (ERPT - found here)		
	If this option selected, typed name and title of county Elections Leader that completed ERPT:	

	Typed name and title of county IT Leader that assisted with completion of ERPT:	
	Date ERPT Completed:	
	Date ERPT system-generated completion certificate (or similar) forwarded to bill.ekblad@state.mn.us:	
Request / schedule* any two of A through D CISA Cyber Hygiene Services listed below (details for all found here):		
A. Vulnerability Scanning (highly recommended as most valuable, and readily available service)		
	If this option selected, typed name and title of county IT Leader that requested CISA Vulnerability Scanning services:	
	Date of e-mail request to ***vulnerability_info@cisa.dhs.gov*** (cc: bill.ekblad@state.mn.us) requesting CISA Vulnerability Scanning services:	
	Expected begin date for CISA Vulnerability Scanning services (if known, from CISA):	
B. Web Application Scanning (also readily available)		
	If this option selected, typed name and title of county IT Leader that requested CISA Web Application Scanning services:	

	Date of e-mail request to ***vulnerability_info@cisa.dhs.gov*** (cc: bill.ekblad@state.mn.us)requesting CISA Web Application Scanning services:	
	Expected begin date for CISA Web Application Scanning services (if known, from CISA):	
C. Phishing Campaign Assessment (long lead-time to completion)		
	If this option selected, typed name and title of county IT Leader that requested CISA Phishing Campaign Assessment services:	
	Date of e-mail request to ***vulnerability_info@cisa.dhs.gov*** (cc: bill.ekblad@state.mn.us) requesting CISA Phishing Campaign Assessment services:	
	Expected begin date for CISA Phishing Campaign Assessment services (if known, from CISA):	
D. Remote Penetration Test (long lead-time to completion)		
	If this option selected, typed name and title of county IT Leader that requested CISA Remote Penetration Test services:	
	Date of e-mail request to ***vulnerability_info@cisa.dhs.gov*** (cc: bill.ekblad@state.mn.us) requesting CISA Remote Penetration Test services:	

	Expected begin date for CISA Remote Penetration Test services (if known, from CISA):	

*CISA services must be requested prior to application for HAVA grant funds, and scheduled for completion as soon as possible thereafter, based on availability of CISA support. Awarding of HAVA grant funds is not necessarily contingent upon completion, so long as support is formally scheduled. Counties are expected to ensure all requested services are completed as expeditiously as possible.

Section D. OSS Election Security / Network Defense Capabilities Questionnaire

Instructions: In a paragraph or less (per topic below), a county IT Leader with in-depth knowledge of the county's overall network security environment should address each topic. Responses should be from the overall county network perspective, not just as may relate to elections-related systems. Additionally, responses should address all elements posed within the questions, but may expand beyond, as required to convey all required context. Responses may be entered directly into corresponding cells of this grant application spreadsheet (preferred), or attached as a separate MS Word document to the final grant application e-mail, alongside this spreadsheet. All responses will be treated by OSS as "Security Data" and protected from public data requests in accordance with M.S. 13.37.

1. Web Application Firewall: Does your county currently employ this capability? If so, does it protect election-related sites, systems or capabilities? If not, are you familiar with the technology? Are you aware of potential instances within your network environment that could benefit from employment of this technology?
Response:

2. IP Reputation Database: Does your county currently employ this capability? If so, briefly describe how you perform this function. If not, are you familiar with the technology?
Response:

3. **Blocking of Bad Traffic and Performing Country Blocks "At the Edge"**: Does your county currently employ this best-practice? If so, briefly describe how you perform this function. If not, are you familiar with the best-practice?
Response:

4. **Use of Protected / Reliable Domain Name System (DNS):** Does your county currently employ this capability? If so, briefly describe how you perform this function. If not, are you familiar with the capability?
Response:

5. Use of HTTPS Encryption: Does your county currently employ this capability? If so, does it protect election-related sites, systems or capabilities? If not, are you familiar with the capability?
Response:

6. Use of Domain Name System Security Extensions (DNSSEC): Does your county currently employ this capability? If so, please describe how you perform this function. If not, are you familiar with the technology?
Response:

7. Use of an Anycast Content Delivery Network: Does your county currently employ this capability? If so, please describe how you perform this function. If not, are you familiar with the technology?
Response:

8. Use of Content Delivery Network Caching: Does your county currently employ this technology? If so, briefly describe how you perform this function. If not, are you familiar with the technology / best-practice?

Response:

Section E. Funding Information

Section E. Funding Information

A. Flat-Rate Grant Amount available per county:	$	20,000.00
B. County Voting Age Population (VAP) from 2020 Census:		35,503
C. Grant Amount available per VAP:		$0.287
D. VAP Grant Amount available to your county ("B" x "C"):	$	10,189.36
E. Total 2022 HAVA Grant Amount available to your county ("A" + "D"):	$	30,189.36
F. Total 2022 HAVA Grant Amount requested (cannot exceed "E"):	$	30,189.36

Section F. Certification

I certify that Help America Vote Act (HAVA) Grant funds will be used only to improve accessibility to, implement security improvements for elections systems for, and/or fund other activities to improve the security of, federal elections, in accordance with OSS guidance included in Tab A of this application. Additionally, I certify that all prerequisite requirements for this program, as described and defined in Tab C have been completed as required. Finally, I further certify that all information provided in this application is true and accurate.

Name of County:	
Typed Name of Election Leader Submitting the Application:	
Full Title of above Applicant:	
Signature:	
Typed Name of IT Leader that has assisted in preparation of this application, and with completion of all required prerequisites:	
Full Title of IT Leader:	
Date:	

***Application must include county board resolution approving application for these funds-**

Prior to signing, please print this Certification page, then sign, scan, and e-mail it with both the completed Excel version of the application (saved with county name in file name), questionnaire responses (if not within this spreadsheet) and copy of county board resolution approving application for HAVA funds to **bill.ekblad@state.mn.us.** Subsequently, send the original, hard-copy application spreadsheet, questionnaire responses, and county board resolution to: Minnesota Secretary of State, Attention: Bill Ekblad, 180 State Office Building, 100 Rev. Dr. Martin Luther King, Jr. Blvd., St. Paul, MN 55155-1299. If you have any questions, please contact Bill Ekblad via e-mail above, or for urgent questions via phone at (443) 995-0537.

Deadline: All HAVA Grant Applications must be received by 4:00 p.m. Monday, 31 January, 2022.

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

Tuesday, February 8, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2178

DEPARTMENT: Health & Human Services **TIME REQUESTED:** < 5 Minutes
PRESENTER: Kelly Chandler

AGENDA ITEM:
Change in Allocation of 1.0 Public Health Nurse to 1.0 Social Worker - Home and Community Based

BOARD ACTION REQUESTED:
Approve a change in allocation of 1.0 Public Health Nurse to 1.0 Social Worker - Home and Community Based positions in the Public Health division of Health and Human Services.

BACKGROUND:
Public health has 2 openings in the disability unit due to retirement and resignation. These positions are difficult to retain staff in, particularly nurses. The nature of the work is more fitting for a social worker than a nurse. Public health would like to change the allocation of the nurse position to a social work position with the most recent resignation. There will be no change to grade and no impacts on the budget.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. SocialWorker-HCBS

02/01/2022

RESULT:	**RECOMMENDED FOR CONSENT NEXT: 02/08/2022 2:30 PM**

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

No Screen
Management Right

ITASCA COUNTY
JOB DESCRIPTION

(This job description is not intended to be an all-encompassing list of responsibilities, skills, efforts or working conditions, nor does it limit the assignment of related duties to this classification.)

Job Title: **Social Worker – Home and Community Based Services**

Department: Health and Human Services (Public Health Division)
Classification: Grade 11 (Local 580)
FLSA Status: Non-exempt
Position Description: (PR/PT) Provides professional social work and case management services within Federal, State and locally developed programs and policies to identify persons with a disability or are elderly who are in need of community-based services and coordinates efforts to secure the needed services.

Direct Supervisor: Public Health Supervisor
Indirect Supervisor: Public Health Division Manager, Health and Human Services Director

Total # positions that report directly to this job: 0

Total # positions that report indirectly to this job: 0

Machines or equipment used regularly in this job: Computer, printer, scanner, phone, calculator, fax machine, copy machine, DVD player, durable medical equipment (wheelchair, etc.), vehicle

Job qualifications including education, experience, license, certificates, etc.:
Minimum Qualifications (Pass/Fail):

- Bachelor's Degree in Social Work, Sociology, Psychology, or closely related Human Services field (must attach transcript)
- 1 year of home and community-based work experience
- work experience with Microsoft Office Suite (Word, PowerPoint and Excel)
- valid driver's license and reliable means of transportation
- successful completion of a Child Protection Background Check (and Predatory Offender Registration Check and Sexual Exploitation Background Check, all contingent upon a job offer
- Become a MN CHOICES Certified Assessor within 6 months of hire

Knowledge, Skills & Abilities:
Knowledge of: the principles and techniques of interviewing and recording in social work and the ability to apply them; home and community based services and supports; community resources; social and economic problems; individual and group behavior; physical limitations and mental illness and their impact on personality and behavior; family systems and dynamics; motivating factors of human behavior; federal and state welfare programs and relevant laws; agency policies

Skills: effective written and verbal communication skills; good steward to the taxpayer.

Ability to: effectively apply caseload knowledge and skills; consider clients' problems with empathy and objectivity; exercise good judgment in recommending possible solutions for clients' difficulties and when utilizing conflict management and advocacy skills; work constructively within an agency and in the community in effectively utilizing appropriate resources and services; establish and maintain good working relationships

with clients, co-workers, public officials and citizens of the community; prioritize and organize efficiently; keep records systematically; work independently and to recognize when supervision is needed; manage time productively; work well with others; ability and willingness to follow rules and procedures and follow directives from supervisors; provide quality customer service.

Preferred Qualifications:

- work experience (beyond the minimums) in home and community-based services
- work experience in public/private social work, **case management** for persons with physical deficits, disabilities or mental illness/serious emotional disturbance, family counseling, advocacy
- Master's Degree (or above) in Social Work or closely related field (**must attach transcript**)
- Certified MN Choices Assessor (**must attach the certificate**)
- Work experience providing Rule 185 case management

Duties and Responsibilities

Percentage of Time (100%): Time spent performing the duty and responsibility
Essential Function (E): The basic job duties that an employee must be able to perform, with or without reasonable accommodations. If the position exists to perform that duty, it is an essential function.
Non-essential Function (NE): Marginal duties that have limited or no consequences should the duties not be performed by the particular position.

%	E or NE	Duties and Responsibilities
75%	E	• Provide comprehensive and holistic long-term care and waiver assessment utilizing MN Choices tool • Determine eligibility for programs and services based on the assessment and identification of service needs. • Provide ongoing long-term care coordination of services and supports to keep clients in their home or the community. • Provides case management services for persons with an emotional, physical, or social disability. • Provide Rule 185 case management if assigned . • Interprets social and emotional factors to others involved in treatment of clients. • Interprets programs to clients, refers clients to appropriate community services. • Develop a community support plan that will identify needs and support independence. • Provides preventative case management services. • Prepares and maintains case records which meet Federal, State and local guidelines. • Provide the individual with necessary information about Minnesota Health Care programs and how to apply for these programs. • Make referrals to other professionals within their agency (case managers, for example) and/or other agencies as needed.
10%	E	• Provides counseling to families and individuals. • Interprets policies and regulations to clients.
10%	E	• Enforce laws and regulations that protect health and ensure safety. • Research for new insights and innovative solutions to health problems.
5%	E	• Participates in in-service training and other staff development activities to increase

Job Title: Social Worker – Home & Community-Based Services **Date:** 8/5/2021

		knowledge of social work processes and skill in application to individual cases.
	E	Regular attendance on the job.
	NE	Perform other duties as delegated.

Annual Budget Data:
Identify the average annual dollar amount this job impacts:

Capital budget:
$ Description:

Operating budget:
$ Description:

Payroll budget:
$ Description:

Other Financial Measures (i.e. transfer payments, collections, reimbursements):
$ Description:

Working Conditions:
Critical Demand: Definitions of the Critical Demand are below.

Frequency Key (Total cumulative amount of time during a day completing the job function. *i.e. bending to open a file drawer can take only seconds of time so the total cumulative during a day may amount to R or possibly O):*

(N) Never	NA
(R) Rarely	1-5% of the day = < ½ hr.
(O) Occasionally	6-33% of the day = ½ hr. to 2 hrs.
(F) Frequently	34-66% of the day = 2–5 hrs.
(C) Continuously	67%+ of the day = > 5 hrs.

Description: List the job function(s) that describes the work being performed in the Critical Demand.
i.e. Lift Low-Level under 10 lbs – place an R in the Frequency column as the cumulative amount of time a day spent doing these job function(s). Then list those job function(s) in the description line – lifting file folders.
i.e. Lift Mid-Range 25 – 50 lbs – place an R in the Frequency column as the cumulative amount of time a day spent doing these job function(s). Then list those job function(s) in the description line – box of paper from cart to countertop.

Critical Demand		Frequency	Description
Lift			
Low-level		R	Lift files up from cabinet drawer
Mid-Range		R	Lifting files
Overhead		R	
Positional		F	Lifting files while sitting at desk
Carry		O	Carrying files

Job Title: Social Worker – Home & Community-Based Services **Date:** 8/5/2021

Critical Demand		Frequency	Description
Push / Pull		R	Push/pull file drawers, pull briefcase/bag
Reach		F	Reach for phone, files, etc. while at desk
Forward Bend Standing		R	Getting files from cabinet
Forward Bend Sitting		O	Getting files
Rotation		O	Turning to converse, retrieve something from desk, etc
Standing		O	May stand when at a client's home or while at desk
Standing Work		R	Copier
Sitting		F	Sitting at desk doing paperwork, data entry, sitting in court and meetings
Squatting		R	
Low Work			
Crouch		R	
Kneel – ½ Kneel		R	
Crawl		N	
Balance		N	
Walking		F	Walking in office, to and from building, etc.
Stair Climb		R	Upstairs meeting room at IRC, stairs in courthouse and some client homes
Ladder Climb		N	
Climb		N	
Use of Hands:			
Grip		F	Pencil/pen use
Pinch		R	
Finger		C	Typing, writing, etc.
Handle		F	Opening doors, cabinets

Job Title: Social Worker – Home & Community-Based Services **Date:** 8/5/2021

Critical Demand		Frequency	Description
Driving		O	Driving to appointments and meetings, transporting clients
Sensory:			
Vision		C	Visual assessment of environment/clients
Hearing		C	Listening to clients, conducting interview, phone conversations, etc.
Talk/Speak		C	Phone, conversation with clients and colleagues
Taste/Smell		O	Detecting smells in client homes

Physical Environment: Using the Critical Demand definitions, place an "X" if the position has the Physical Environment described. If not, leave blank. List the job function(s) performed in the Physical Environment.

X	Critical Demand	List:
	Exposure to Weather	
	Extreme Heat (not weather related)	
	Extreme Cold (not weather related)	
	Extreme Wet/Humid (not weather related)	
	Extreme Noise	
	Vibration	
	Mechanical Hazards	
	Electrical Hazards	
	Burns	
	Confined Spaces	
	Explosives	
	Radiant Energy	
	Unprotected Heights	
	Atmospheric Conditions	
	Elevated Surfaces	
	Chemicals (Caustic or Toxic	
	Blood-borne Pathogen &/or Biomedical/Microorganisms	
	Slippery Surfaces	
	Moving Objects	
	Traffic	
X	Other	When going into client homes, there is a risk of being exposed to any and all of the above listed issues.

Place an "X" if the position has the working condition described. If not, leave blank.

Job Title: Social Worker – Home & Community-Based Services **Date:** 8/5/2021

X	Works Alone
X	Customer/Public Contact
X	Clients with Behavioral Challenges
	Shift Work

	Extended Day
X	Indoors
	Outdoors

Mental Demands:

X	Frequent Contact with People
	Irregular Work Schedule
	Supervisory Skills
X	Detailed Work
X	Frequent Interruptions

X	Decision Making Skills
X	Concentration
X	Ability to Work Independently
X	Multiple Concurrent Tasks
X	Frequent Deadlines

Personal Protective Equipment:

	Hearing Protection
	Eye Protection
	Face Shield
	Steel toe shoes/boots
	Slip Resistant Footwear
X	Gloves (heat, cold, sharp)
	Breathing Protection

	Bump Cap/Hard Hat
	Fall Protection
	Protective Overalls
	Company Uniform
X	Street Clothes
	Other
List:	

Supervisor's signature and date:

Signature: _____ Date: _____

CRITICAL DEMANDS:

DEFINITIONS OF PHYSICAL, MOTOR, SENSORY DEMANDS AND ENVIRONMENTAL CONDITIONS:

MATERIAL HANDLING:

LOW LIFT: Manually lift/lower a load between floor and 36" while standing. Item is moved <3ft horizontally.

MID-RANGE LIFT: Manually lift/lower a load with the entire lift between 36" and 55" while standing. Item moved <3ft horizontally.

HIGH LIFT: Manually lift/lower a load beginning 36" or higher and exceeding 55" while standing. Item moved <3ft horizontally.

POSITIONAL LIFT: Lifting performed within the confines of a static position combined and occurring simultaneously (not sequentially) such that the nature of the combination functionally creates stressors that may not be understood if the items are identified separately. (Example: baggage handlers working in a kneeling position.)

CARRY: Transport a load over a distance of 3ft or more via walking and use of the upper extremities (includes lifting/lowering to achieve carry angle and appropriate walk mechanics).

PUSH: After making hand contact with the load, force is generated away from the body upon an object, so that the object generally moves away from the force in either a horizontal or vertical direction.

PULL: After making hand contact with the load, force is generated toward the body upon an object, so that the object generally moves toward the force in either a horizontal or vertical direction, not lifting or removing load from resting surface.

POSITIONAL ACTIVITIES:

REACH: Moving the arm(s) away from the body >15 degrees (related to neutral sitting) with <5# for Forward Reaching. Lateral Reaching involves motions beyond 30 degrees of horizontal abduction. Overhead reaching involves motions above 90 degrees of shoulder flexion.

FORWARD BEND – STANDING: In a standing position, bending or movement of the trunk forward (relative to vertical) >15 degrees with a load <5#.

FORWARD BEND – SITTING: In a sitting position, bending or movement of the trunk forward (relative to vertical) >15 degrees with a load <5#.

ROTATION: In a seated or standing position, rotating the trunk more than 15 degrees with a load of <5#.

STANDING: Maintaining an upright posture while weight bearing on both feet and working with loads <5#.

STANDING WORK: This may include performance of a variety of activities with the primary requirement of standing and/or short distance movement <10ft in the immediate work area.

SITTING: Maintaining a seated position with trunk flexion and rotation less than 15 degrees and loads <5#.

SQUATTING: Bending the hips and knees to lower the body. Load must be <5# and not sustained.

LOW WORK: Working low to the ground in positions such as crouch/kneel/1/2-kneel sitting on heels, where options vary and may change. May be accompanied by forward flexion due to the height of the work. May include forward bending, or be accompanied by reaching and rotating.

CROUCH: Assuming or working in a position low to the ground where both knees are fully flexed for more than 5 seconds with loads <5#. This assumes hip and knee flexion of 90 degrees or greater and may include forward flexion.

KNEEL – ½ KNEEL: Assuming or working in a position low to the ground where one or both knees are in contact with the ground.

This may include forward flexion, sitting on heels or working with loads <5#.

CRAWL: Moving across a surface on hands and knees. May include working from crawl position.

BALANCE: Adaptive postural control and stability, generally consistent with controlled activity performance. Activities involving high degree of balance requirements should be operationally defined.

AMBULATION AND CLIMBING:

WALKING: Walk/move on foot = 10ft or greater distance with load <5#.

STAIR CLIMB: Ascend or descend fixed or portable stairs.

LADDER CLIMB: Ascend or descend rungs on various types of ladders (stationary or portable) where help of the upper extremities is necessary.

CLIMB: Ascend or descend ladders, stairs, scaffolding, ramps, poles and the like, using feet and legs and/or hands and arms.

HAND:

GRIP: Generating force >10# while grasping to move, hold, or stabilize an object within the span of the hand. (Not related to tasks that are parts of other critical demands. Example: Gripping a wrench while reaching would be considered separate physical demands, while gripping during a lift is captured in the performance of the lift and would not be listed as a separate physical demand.)

PINCH: Squeeze and generate force of >5# between fingers to move, hold or stabilize an object within the span of the fingers/thumb.

FINGER: Pick, pinch or otherwise working primarily with fingers rather than with the whole hand or arms as in handling.

HANDLE: Seize, hold, grasp, turn, or otherwise working with hand or hands. Moving and using the hands or fingers to perform fine motor activities, manipulation or handling of objects, and/or operation of controls.

SENSORY:

VISION:

COLOR VISION: Ability to identify and distinguish colors.

DEPTH PERCEPTION: Three dimensional vision. Ability to judge distances and relationships so as to see objects where and as they actually are.

FAR VISION: Clarity of vision at 20 ft or more.

NEAR VISION: Clarity of vision at 20 inches or less.

FIELD OF VISION: Observe an area that can be seen up and down or right to left while eyes are fixed on a given point (peripheral).

VISUAL ACCOMMODATION: Adjustment of lens of eye to bring an object into sharp focus. Especially important when doing near-point work at varying distances from eye.

HEAR: perceive the nature of sounds.

TALK/SPEAK: Express or exchange ideas by means of the spoken word.

TASTE/SMELL: Distinguish, with a degree of accuracy, differences or similarities in intensity or quality of flavors and/or odors, or recognize particular flavors and/or odors, using tongue and/or nose.

ENVIRONMENTAL CONDITIONS:

EXPOSURE TO WEATHER: Hot, cold, wet, humid, or windy conditions, caused by the weather, which results in marked bodily discomfort.

EXTREME HEAT: Non-weather related temperatures that are sufficiently high to cause marked bodily discomfort.

EXTREME COLD: Non-weather related temperatures that are sufficiently low to cause marked bodily discomfort.

WET AND/OR HUMID: Contact with water or other liquids; or exposure to non-weather related conditions where humidity is sufficiently high to cause marked bodily discomfort.

EXTREME NOISE: Constant or intermittent sounds of a pitch or level sufficient to cause a worker to have difficulty hearing the voice of a person three or four feet away unless voice is raised above normal conversational level.

VIBRATION: Shaking objects or surfaces that cause a strain on the body or extremities.

MECHANICAL HAZARDS: Danger to fingers or limbs due to feeding or operating either portable or stationary power driven equipment.

ELECTRICAL HAZARDS: Exposure to electric wires, transformers, or uninsulated electrical parts.

BURNS: Potential of burns from hot material, fire, or chemical agents (identify which factor is present).

CONFINED SPACES: Areas where dangerous air contamination or oxygen deficiencies may exist or develop; or, where an emergency removal of a suddenly disabled employee is difficult due to the location or size of the opening the worker entered through.

EXPLOSIVES: Materials which undergo rapid chemical or nuclear reaction with the production of noise, heat, and violent expansion of gases.

RADIANT ENERGY: Exposure to radiant energy such as x-rays, radioactive material, ultraviolet, or infrared rays.

UNPROTECTED HEIGHTS: Exposure to working in high, exposed places.

ATMOSPHERIC CONDITIONS: Exposure to conditions that affect the respiratory system or the skin, such as fumes, noxious odors, dusts, mists, gases, and poor ventilation (identify which factor is present).

ELEVATED SURFACES: Work occurs in places elevated above the ground such as catwalks, scaffolds, ladders and roofs.

CHEMICALS (CAUSTIC OR TOXIC): Substances or compounds which may cause illness or injury.

BLOOD-BORNE PATHOGENS &/OR BIOMEDICAL/MICROORGANISMS: Pathogenic microorganisms that are present in human blood ad cause disease in humans. These pathogens include, but are not limited to Hepatitis B virus (HBV) and human immunodeficiency virus (HIV) &/or chicken pox, infections disease.

SLIPPERY SURFACES: Walking surface of work site is necessarily wet, muddy, greasy, oily, or highly polished surfaces which may cause employees to slip or lose footing.

MOVING OBJECTS: Moving equipment and objects in the immediate work area such as cranes, heavily laden carts, gurneys and forklifts.

TRAFFIC: Physical exposure to vehicular traffic.

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

Tuesday, February 8, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2214

DEPARTMENT: Health & Human Services **TIME REQUESTED:** < 5 Minutes
PRESENTER: Christine Krebs

AGENDA ITEM:
2022 Housing Support Agreements

BOARD ACTION REQUESTED:
Approve and accept the 2022 Housing Support Agreements.

BACKGROUND:
The provider for housing support has changed ownership. Housing support is paid with state waiver dollars, no county dollars are expended. Agreement rates are set by the state.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. HOUSING SUPPORT CORP LIST FOR BOARD Jan 2022

02/01/2022

RESULT:	**RECOMMENDED FOR CONSENT NEXT: 02/08/2022 2:30 PM**

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

CORPORATE HOUSING SUPPORT AGREEMENTS EFFECTIVE 7/1/21 THRU 6/30/22 MONTHLY $954.00 DAILY $31.36
(FORMERLY GRH AGREEMENTS)

Northern Transitions

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

Tuesday, February 8, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2072

DEPARTMENT: Transportation
PRESENTER: Ryan Sutherland

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
CSAH 3 Road Rehabilitation and 7th Ave Roundabout Construction Services

BOARD ACTION REQUESTED:
Authorize the County Engineer to enter into a professional service contract with Bolton & Menk to provide construction administration and inspection services for the CSAH 3 Road Rehabilitation and 7th Avenue Roundabout and authorize the County Engineer to execute the contract documents.

BACKGROUND:
SAP 031-603-018 CSAH 3 Road Rehabilitation and 7th Avenue Roundabout is scheduled for construction in 2022. The proposed 3.6 mile project segment is from Pokegama Avenue to Mornes Road. Proposed work will include bituminous rehabilitation, replacement of curb and gutter, reducing the roadway width from 48' to 40' to provide a 6' boulevard and increase the sidewalk width from 4' to 6'. The project work will also correct ADA sidewalk and pedestrian ramp deficiencies and increase street lighting.

A roundabout will replace the traffic signal at the CSAH 3 / 7th Ave intersection. This work will be a shared cost with the City of Grand Rapids.

State Aid funding will be used to pay for the construction administration and inspection services.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION: None

02/01/2022

RESULT:	**RECOMMENDED FOR CONSENT NEXT: 02/08/2022 2:30 PM**

RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Ben DeNucci

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

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

Tuesday, February 8, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2207

DEPARTMENT: Transportation
TIME REQUESTED: < 5 Minutes
PRESENTER: Karin Grandia

AGENDA ITEM:
Project Labor Agreement for CSAH 3

BOARD ACTION REQUESTED:
Authorize the County Transportation Department to not require a PLA on CSAH 3 Bituminous Rehabilatation and ADA Improvement Project.

BACKGROUND:
CSAH 3 is estimated to be a 4 million dollar project and includes bituminous rehabilitation and ADA Improvements along with construction of a roundabout at the intersection of CSAH 3 and 7th Ave SE. This project has 2.2 million dollars of federal aid associated with it. In discussing the use of PLA's with the District State Aid Engineer, she stated that the use of PLA's of federal aid projects tends to vary from administration to administration. While previously it was very difficult to obtain approval for the use of a PLA on a federal aid project, currently it is possible but very time-consuming. She further stated that 6 months should be allowed for the review of a PLA prior to plan submittal. At this time, plans are complete and if a PLA is required on this project, it will significantly delay construction, pushing it into the summer of 2023, jeopardizing federal funding. It is my recommendation that a PLA not be required for this project.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

02/01/2022

RESULT:	**RECOMMENDED FOR CONSENT NEXT: 02/08/2022 2:30 PM**

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

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

Tuesday, February 8, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2130

DEPARTMENT: Transportation
PRESENTER: Joshua Falck

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
CSAH 7 Highway Easement Agreement with RGGS LAND & MINERALS LTD.

BOARD ACTION REQUESTED:
Approve the execution of a Highway Easement Agreement for CSAH 7 across property held by RGGS LAND & MINERALS LTD., L.P. in order to facilitate SAP 031-607-031.

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. RGGS_031-607-031_2021-12-30_R1
2. RGGS_031-607-031_2021-12-30_R1 FULLY EXECUTED

02/01/2022

RESULT:	**RECOMMENDED FOR CONSENT NEXT: 02/08/2022 2:30 PM**

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

EASEMENT

THIS INDENTURE is made and entered into this 30th day of December, 2021, between:

RGGS LAND & MINERALS, LTD., L.P., a Delaware Limited Partnership, with an office and place of business located at RGGS Lands & Minerals , 209 East 8th Street South, P.O. Box 1266, Virginia,Minnesota, 55792, hereinafter referred to as "RGGS or Grantor",

and

the **COUNTY OF ITASCA**, State of Minnesota, a Municipal Corporation, and road authority, hereinafter referred to as "Grantee".

WITNESSETH:

WHEREAS, said Grantor is the owner of real property situated in Itasca County, Minnesota, identified as **GRANTOR OWNED PROPERTY** on the attached EXHIBIT A,

AND WHEREAS, Grantee has requested an Easement for highway purposes from Grantor as identified herein and Grantor has agreed to grant Grantee such an easement across said property.

NOW, THEREFORE, in consideration of all the covenants, terms, and conditions herein contained, and intending to be legally bound thereby, the parties hereto do agree as follows:

Section 1 - Granting Clause

Grantor, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the COUNTY OF ITASCA, as Grantee, its successors and assigns, to the extent of the ownership of the Grantor, an Easement for public highway purposes, more particularly described by the attached exhibits:

"EXHIBIT T02", "EXHIBIT T03", "EXHIBIT T04", and "EXHIBIT T06+T07"

INCLUDING the rights of the COUNTY OF ITASCA, its contractors, agents, servants, and assigns, to enter upon the easement premises at all times to install, reinstall, inspect, repair, and maintain said public highway system over, across, on, under, and through the easement premises, together with the right to grade, level, fill, drain, pave, and excavate the easement premises, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction and

maintenance of the public highway system (hereinafter "Purpose"). Grantee shall have the right to use and remove all overburden surface materials lying above the Biwabic Iron Formation within the easement premises and additionally any part of said Biwabic Iron Formation within the easement premises lying above an elevation 25 feet beneath the Finished Grade profile defined on the attached PROFILE EXHIBIT, and the right to allow utilities over, under, and across said easement premises as allowed by Minnesota law. Election by the grantee to not exercise all or any part of its rights at any time shall not constitute forfeiture of any such rights.

GRANTOR makes no express or implied representations or warranties to GRANTEE concerning the safety or physical condition of the easement premises, which condition is hereby accepted by GRANTEE "AS IS." GRANTEE represents that it is familiar with, and that the GRANTOR has made no representations concerning the physical condition of the easement premises. GRANTEE agrees not to make any claim against GRANTOR for damages or injuries directly or indirectly due to the physical condition of any part of the easement premises as of the Effective Date.

It is understood that the right, privilege and Easement herein granted and the provisions hereof shall extend to and bind the heirs, personal representatives, successors and assigns of the respective parties hereto.

Section 2 - Indemnification

(A) Each party agrees that it shall be responsible for its own acts and omissions and the results thereof to the extent authorized by law and shall not be responsible for the acts and omissions of the other party and the results thereof. Grantor shall be held harmless for damages arising out of or resulting from the work of Grantee, its employees and contractors, in carrying out the activities described herein. The Grantee's liability shall be limited by the provisions of the Municipal tort Claim Act, Minn. Stat. Ch. 466, and other applicable law.

Section 3 - Title

(A) The granting of this easement is made subject to mining, oil, and gas rights heretofore conveyed or excepted and reserved in instruments of record. Grantor, RGGS Land & Minerals, LTD., L.P., for itself, its successors, and assigns, hereby reserves all minerals, including sand, gravel, and any other natural substance having sufficient value to be mined, quarried, or extracted for its own sake or for its specific use, together with right to enter on, explore for, dig, mine and recover the same.

(B) Grantor makes no warranty of title to the premises as described herein, and Grantee hereby accepts this Easement subject to any adverse interest of third parties therein, whether known or unknown, recorded or unrecorded. Further, it is understood and agreed that this agreement is subject to any and all highway, railroad, and other public or private rights or easements, existing in or across the premises or any part thereof, and to the rights of any person or other party who may have any interest in the premises, including minerals.

Section 4 -Termination/Relocation (Release/Relinquishment)

(A) In the event the Grantee, its successors or assigns, ceases to use the Easement granted herein, or any part thereof, for the purposes identified and discussed herein for a period of three years, all rights, title, and interest of Grantee therein will *pro tanto* cease and terminate, and Grantee will, at the request of the Grantor, its successors and assigns, execute a release running to the Grantor, its successors and assigns evidencing the Grantee's relinquishment of its interest in said Easement.

(B) Grantor and Grantee recognize and agree that this Easement controls between them over all prior highway easements for C.S.A.H. 7 (Scenic Highway) within the GRANTOR OWNED PROPERTY identified on attached EXHIBIT A and that Grantee explicitly retains all its prior rights and claims for C.S.A.H. 7 against parties other than the Grantor within the easement premises.

(C) It is further understood and agreed that in case the Grantor, its successors or assigns, and anyone having the right to mine and remove the iron ore or other minerals desire to mine and remove the same, and are about to do so, in such manner as to remove the surface and supports of the whole or certain portions of the land hereby granted for highway purposes, or that they desire to use said land in connection with said mining operations, the Grantor its successors or assigns, may relocate the highway crossing the land hereby granted for highway purposes at their cost and expense, including the cost of construction of the new substantially comparable highway, and of the right of way therefor; provided, that the parties so desiring to change the highway shall in such case have the right to select the new route for the highway subject to concurrence by the Grantee and to construct the same, either by their own employees or by contract or contracts to be made by them with others.

IN WITNESS WHEREOF, Grantor, RGGS Land and Minerals, LTD., L.P., has caused this instrument to be executed in its limited partnership name by Russell D. Gordy, President of Gordy Oil Company, as general partner to RGGS Land & Minerals, LTD., L.P., who is duly-authorized to execute this instrument on behalf of said corporation as of the date identified herein.

GRANTOR: RGGS Land & Minerals, Ltd., L.P.

By: Gordy Oil Company, a Texas Corporation

Its: General Partner

By: _____
Russell D. Gordy, President

STATE OF TEXAS)
:ss
COUNTY OF HARRIS)

On this, the 30th day of December, 2021, before me, a notary public for said County and State, personally appeared Russell D. Gordy, who acknowledged himself to be President of Gordy Oil Company, a Texas corporation, general partner of RGGS Land & Minerals, Ltd., L.P., a Delaware Limited Partnership, and, as such, he is duly-authorized to execute the foregoing Easement for the purposes therein contained by signing the name of the limited partnership by himself as such officer.

In Witness Thereof, I hereunder set my hand and official seal.

(Notarial Stamp or Seal)

BRIANNE GRAVATT
Notary Public, State of Texas
Comm. Expires 04-21-2025
Notary ID 126876745

_____
Signature of Person taking Acknowledgement

GRANTEE, County of Itasca, Minnesota, hereby accepts this instrument in accordance with the terms and conditions contained herein.

GRANTEE: Itasca County

By: _____

Terry Snyder, Chair
Itasca County Board of Commissioners

By: _____

Brett Skyles, Clerk to the
Itasca County Board of Commissioners

STATE OF MINNESOTA)
:ss
COUNTY OF ITASCA)

On this, the ____ day of _____, 2022, before me, a notary public for said County and State, personally appeared **Terry Snyder, Chair of the Itasca County Board of Commissioners and Brett Skyles, Clerk to the Itasca County Board of Commissioners**, who acknowledged that they executed the foregoing easement for the purposes therein contained.

In Witness Thereof, I hereunder set my hand and official seal.

(Notarial Stamp or Seal)

_____
Signature of Person taking Acknowledgement

This Instrument was drafted by:
RGGS Land & Minerals, LTD., L.P.
P.O. Box 1266
209 E. 8th Street South
Virginia, MN 55792

- EXHIBIT A -
- CSAH 7 HIGHWAY EASEMENT DESCRIPTION -
Itasca County Project: SAP 031-607-031
ITASCA COUNTY, MINNESOTA

GRANTOR OWNED PROPERTY

Tract #02 (Tax Parcel #97-022-4100)
(Description based on Certificate of Title #24661, Page 74, Book 80 of Titles)

That part of the Northeast Quarter of the Southeast Quarter, Section 22, Township 56 North, Range 24 West, Itasca County, Minnesota, lying outside of Trunk Highway No. 169 Right of Way platted as **Parcel 309**, **MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 31-164**, according to the recorded plat thereof, said County and State.

Tract #03 (Tax Parcel #97-022-1300)
(Description based on Certificate of Title #20933, Page 107, Book 55 of Titles)

The Southwest Quarter of the Northeast Quarter, Section 22, Township 56 North, Range 24 West, Itasca County, Minnesota.

Tract #04 (Tax Parcel #97-022-1200)
(Description based on Certificate of Title #20906, Page 80, Book 55 of Titles)

The Northwest Quarter of the Northeast Quarter, Section 22, Township 56 North, Range 24 West, Itasca County, Minnesota.

Tract #06 (Tax Parcel #97-015-4400)
(Description based on Certificate of Title #20933, Page 107, Book 55 of Titles)

The Southeast Quarter of the Southeast Quarter, Section 15, Township 56 North, Range 24 West, Itasca County, Minnesota.

Tract #07 (Tax Parcel #97-015-4300)
(Description based on Certificate of Title #20906, Page 80, Book 55 of Titles)

The Southwest Quarter of the Southeast Quarter, Section 15, Township 56 North, Range 24 West, Itasca County, Minnesota.

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

N

0 250' 500' 1000'
SCALE

● SURVEY MONUMENT

75 ◈ 04 ALIGNMENT E007-2021 STATION (1+00 = 100')

◈ CALCULATED POSITION ON ALIGNMENT E007-2021

Right of Way Tract Sheet Index

(02) = Tract #02 (TP #97-022-4100)
(03) = Tract #03 (TP #97-022-1300)
(04) = Tract #04 (TP #97-022-1200)
(06) = Tract #06 (TP #97-015-4400)
(07) = Tract #07 (TP #97-015-4300)

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

ALL DIMENSIONS ON THIS SHEET REFERENCE ALIGNMENT E007-2021.

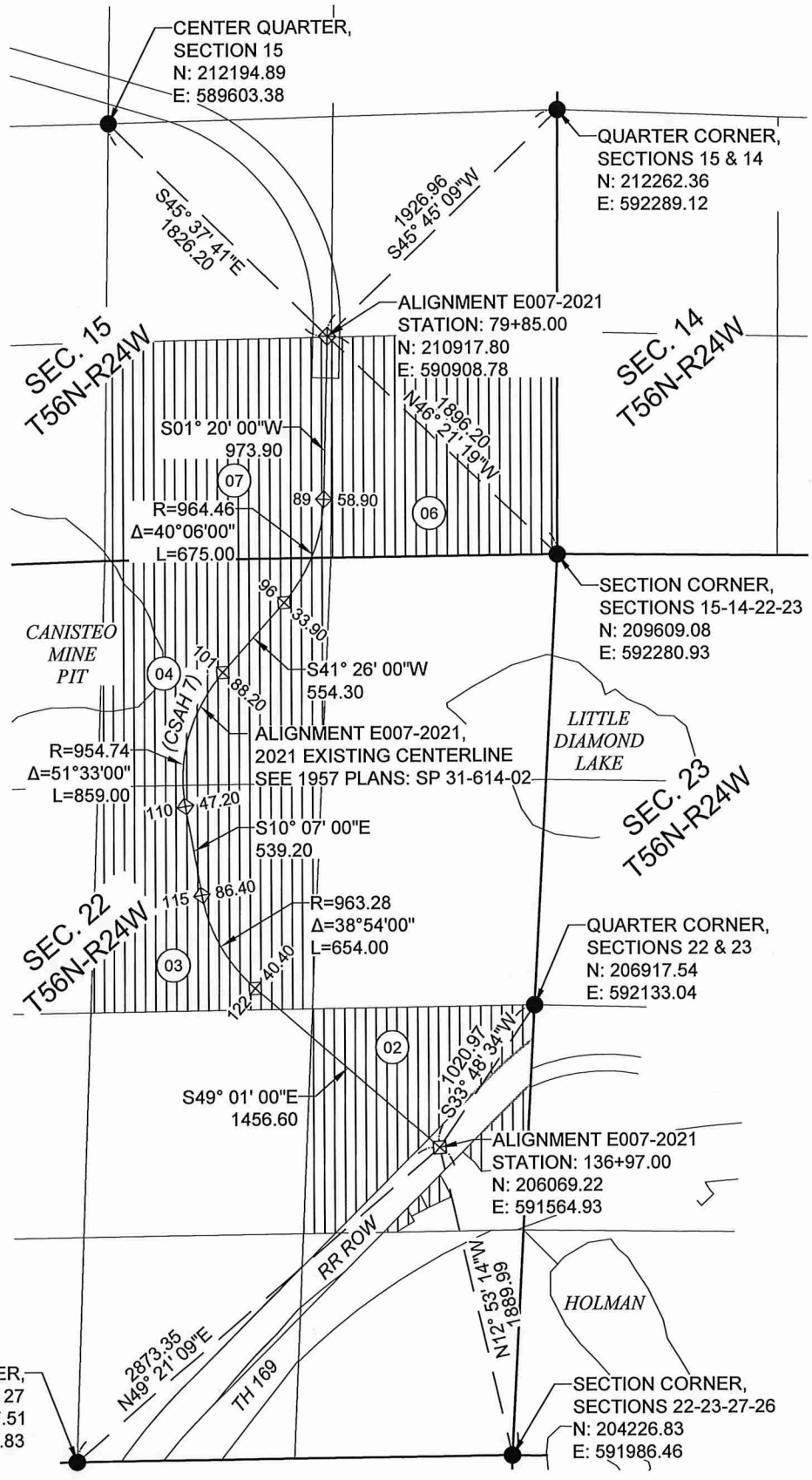
ALIGNMENT E007-2021 AS SHOWN CLOSELY APPROXIMATES THE EXISTING CENTERLINE OF CSAH 7.

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.

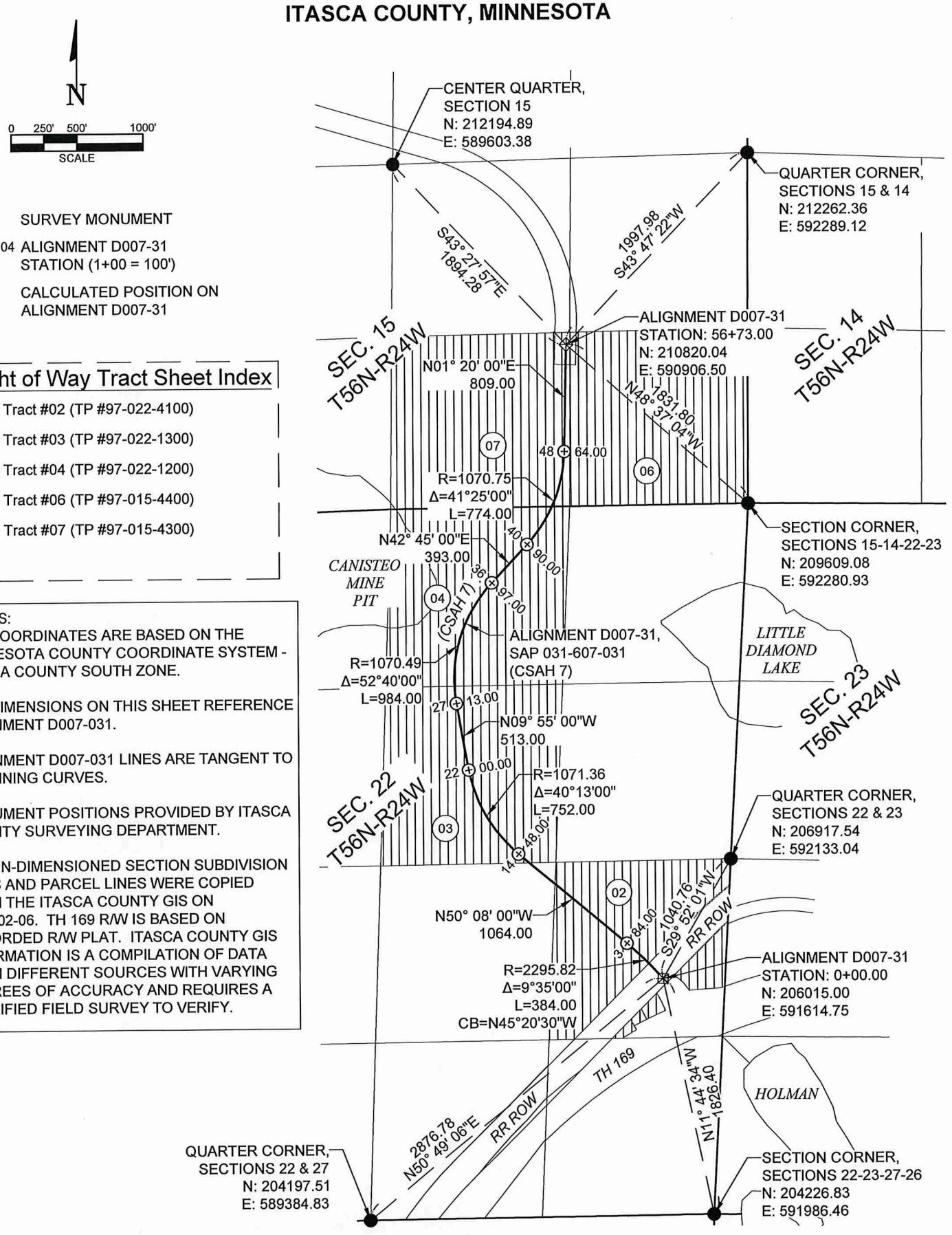
MONUMENT POSITIONS PROVIDED BY ITASCA COUNTY SURVEYING DEPARTMENT.

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.



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

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



Right of Way Tract Sheet Index

- (02) = Tract #02 (TP #97-022-4100)
- (03) = Tract #03 (TP #97-022-1300)
- (04) = Tract #04 (TP #97-022-1200)
- (06) = Tract #06 (TP #97-015-4400)
- (07) = Tract #07 (TP #97-015-4300)

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.

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

- EXHIBIT T02 -
- CSAH 7 HIGHWAY EASEMENT DESCRIPTION -
Itasca County Project: SAP 031-607-031
ITASCA COUNTY, MINNESOTA

GRANTOR OWNED PROPERTY

Tract #02 (Tax Parcel #97-022-4100)
(Description based on Certificate of Title #24661, Page 74, Book 80 of Titles)

That part of the Northeast Quarter of the Southeast Quarter, Section 22, Township 56 North, Range 24 West, Itasca County, Minnesota, lying outside of Trunk Highway No. 169 Right of Way platted as **Parcel 309**, **MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 31-164**, according to the recorded plat thereof, said County and State.

PERMANENT EASEMENT TO BE CONVEYED

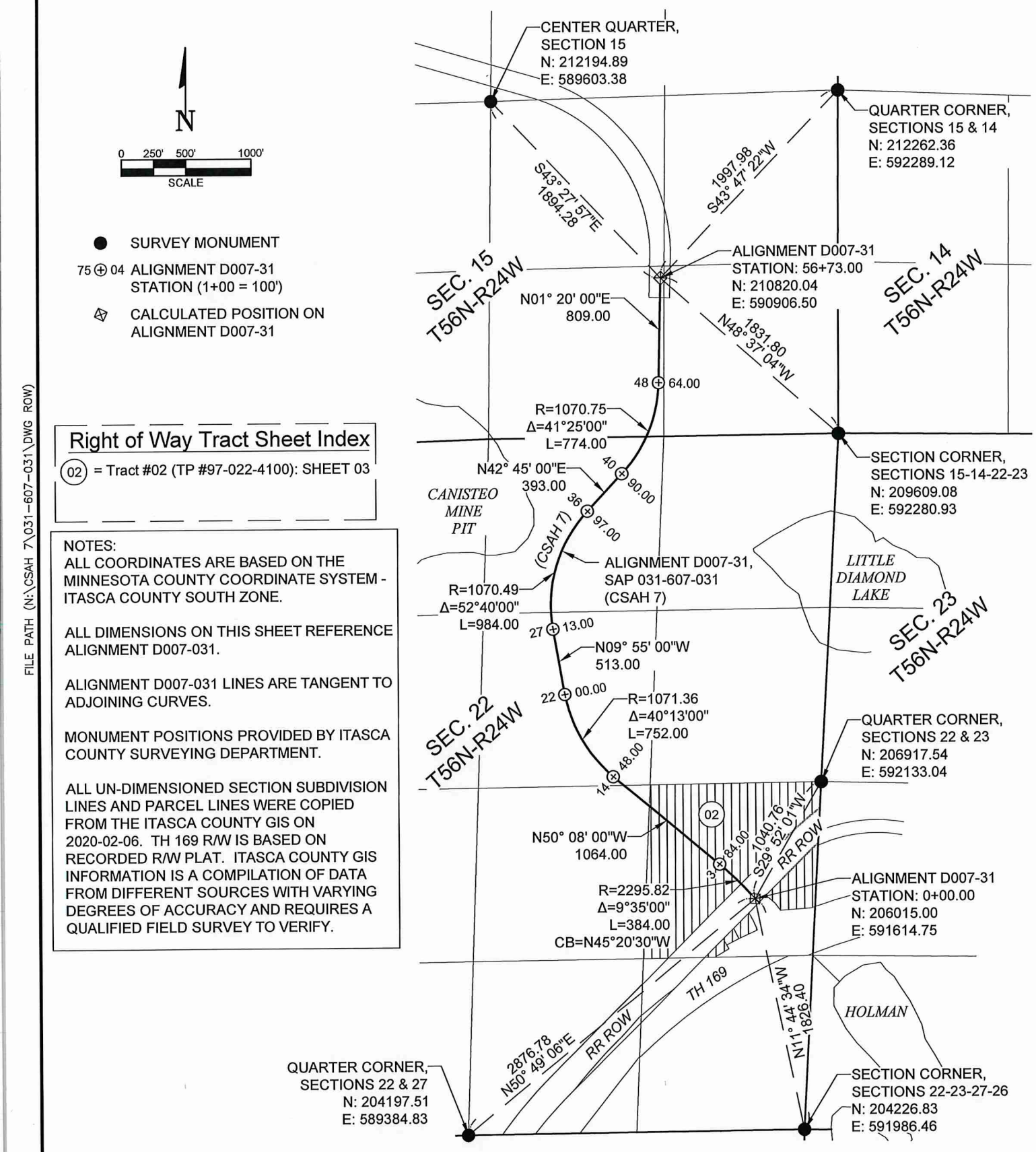
A permanent easement for highway purposes over, under, and across that part of **Tract #02** in the Northeast Quarter of the Southeast Quarter, Section 22, Township 56 North, Range 24 West, Itasca County, Minnesota, lying within 75.00 feet of **ALIGNMENT D007-31**, defined with stationing on SHEETS 02 and 03 of this **EXHIBIT T02**,

AND together with an additional 25.00 feet of permanent easement for highway purposes over, under, and across that part of said **Tract #02** in the Northeast Quarter of the Southeast Quarter lying within 100.00 feet and northeasterly of said **ALIGNMENT D007-31** between a line drawn perpendicular to said **ALIGNMENT D007-31** at **Station 7+35** and the west boundary of said **Tract #02**,

AND together with an additional 25.00 feet of permanent easement for highway purposes over, under, and across that part of said **Tract #02** in the Northeast Quarter of the Southeast Quarter lying within 100.00 feet and southwesterly of said **ALIGNMENT D007-31** between a line drawn perpendicular to said **ALIGNMENT D007-31** at **Station 10+20** and the west boundary of said **Tract #02**.

Containing 3.46 acres, more or less.

- EXHIBIT T02 -
- ALIGNMENT D007-31, SAP 031-607-031 -
CSAH 7, ITASCA COUNTY, MINNESOTA
STA. 0+00 TO STA. 56+73



Right of Way Tract Sheet Index

(02) = Tract #02 (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.

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

- EXHIBIT T02 -
- CSAH 7 EASEMENT DETAIL -
ITASCA COUNTY, MINNESOTA

● SURVEY MONUMENT

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

CALCULATED POSITION ON ALIGNMENT D007-31

REPRESENTS PERMANENT EASEMENT

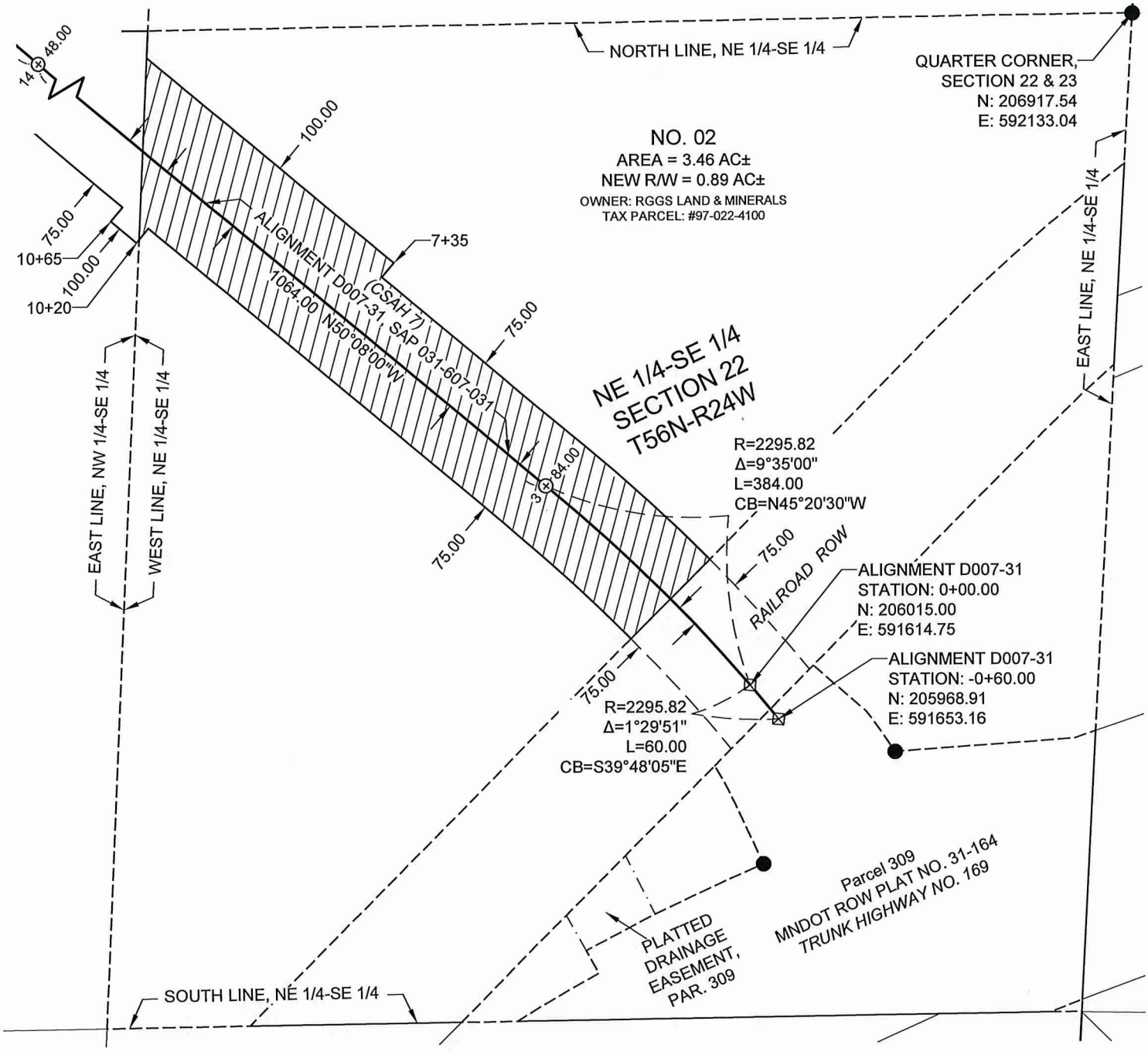
N

0 50' 100' 200'
SCALE

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.



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

RGGS_031-607-031_EX-T02_R0.DWG	DATE: 06-29-2021	SAP 031-607-031 EASEMENT	SHEET 03

- EXHIBIT T03 -
- CSAH 7 HIGHWAY EASEMENT DESCRIPTION -
Itasca County Project: SAP 031-607-031
ITASCA COUNTY, MINNESOTA

GRANTOR OWNED PROPERTY

Tract #03 (Tax Parcel #97-022-1300)
(Description based on Certificate of Title #20933, Page 107, Book 55 of Titles)
The Southwest Quarter of the Northeast 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 #03** in the Southwest Quarter of the Northeast Quarter, Section 22, Township 56 North, Range 24 West, Itasca County, Minnesota, lying within 75.00 feet of **ALIGNMENT D007-31**, defined with stationing on SHEETS 02 and 03 of this **EXHIBIT T03**,

AND together with an additional 30.00 feet of permanent easement for highway purposes over, under, and across that part of said **Tract #03** in the Southwest Quarter of the Northeast Quarter lying within 105.00 feet and northeasterly of said **ALIGNMENT D007-31** between the south line of said **Tract #03** and a line drawn perpendicular to said **ALIGNMENT D007-31** at **Station 20+00**,

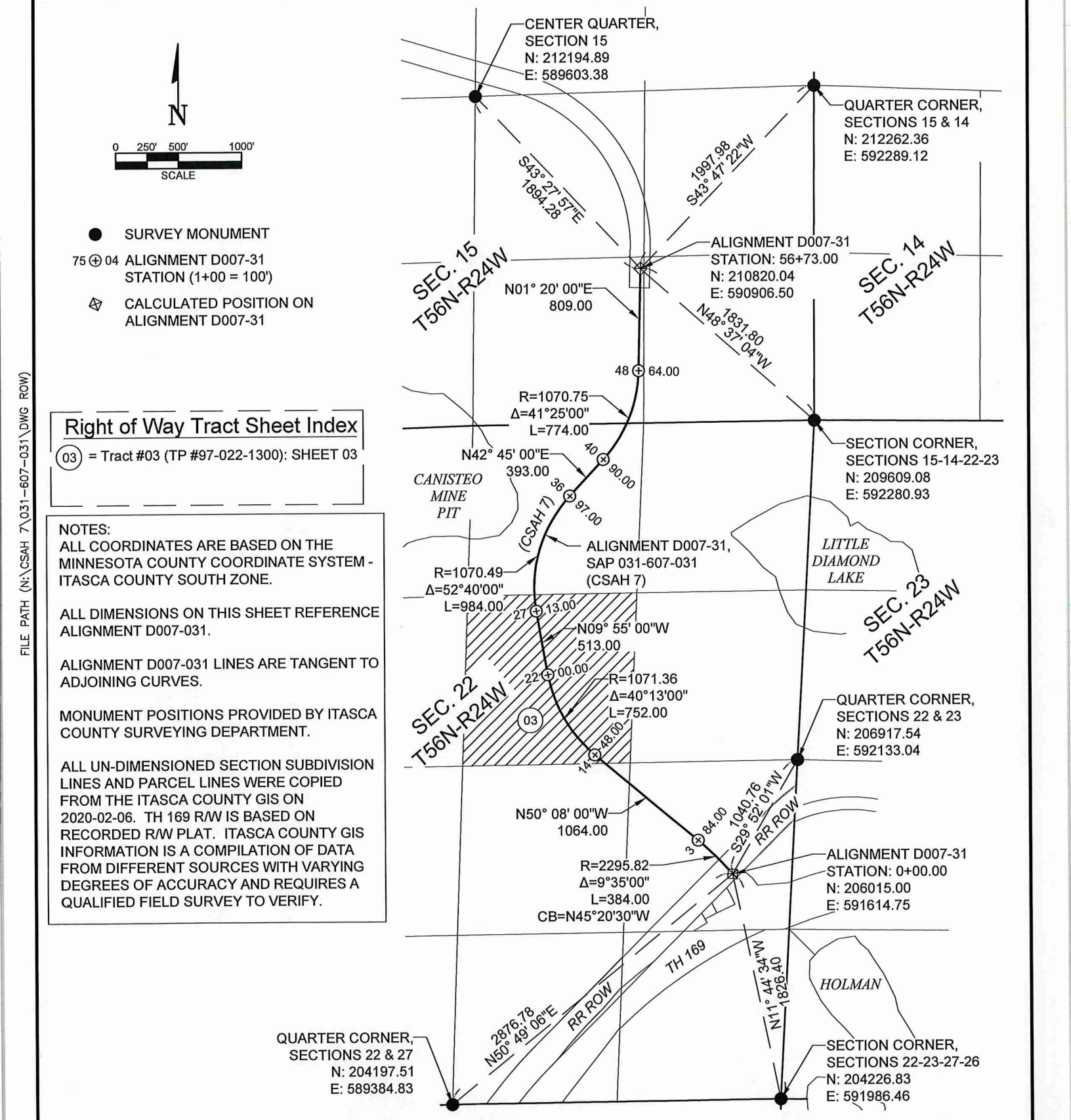
AND together with an additional 5.00 feet of permanent easement for highway purposes over, under, and across that part of said **Tract #03** in the Southwest Quarter of the Northeast Quarter lying within 80.00 feet and northeasterly of said **ALIGNMENT D007-31** between a line drawn perpendicular to said **ALIGNMENT D007-31** at **Station 27+50** and the north line of said **Tract #03**.

Containing 5.68 acres, more or less.

TEMPORARY CONSTRUCTION EASEMENT TO BE CONVEYED

AND a Temporary Construction Easement over, under, and across that part of said **Tract #03** more particularly defined on **ATTACHMENT "TE-T03"** to this **EXHIBIT T03**.

- EXHIBIT T03 -
- ALIGNMENT D007-31, SAP 031-607-031 -
CSAH 7, ITASCA COUNTY, MINNESOTA
STA. 0+00 TO STA. 56+73



Right of Way Tract Sheet Index

(03) = Tract #03 (TP #97-022-1300): 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.

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

- EXHIBIT T03 -
- CSAH 7 EASEMENT DETAIL -
ITASCA COUNTY, MINNESOTA

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

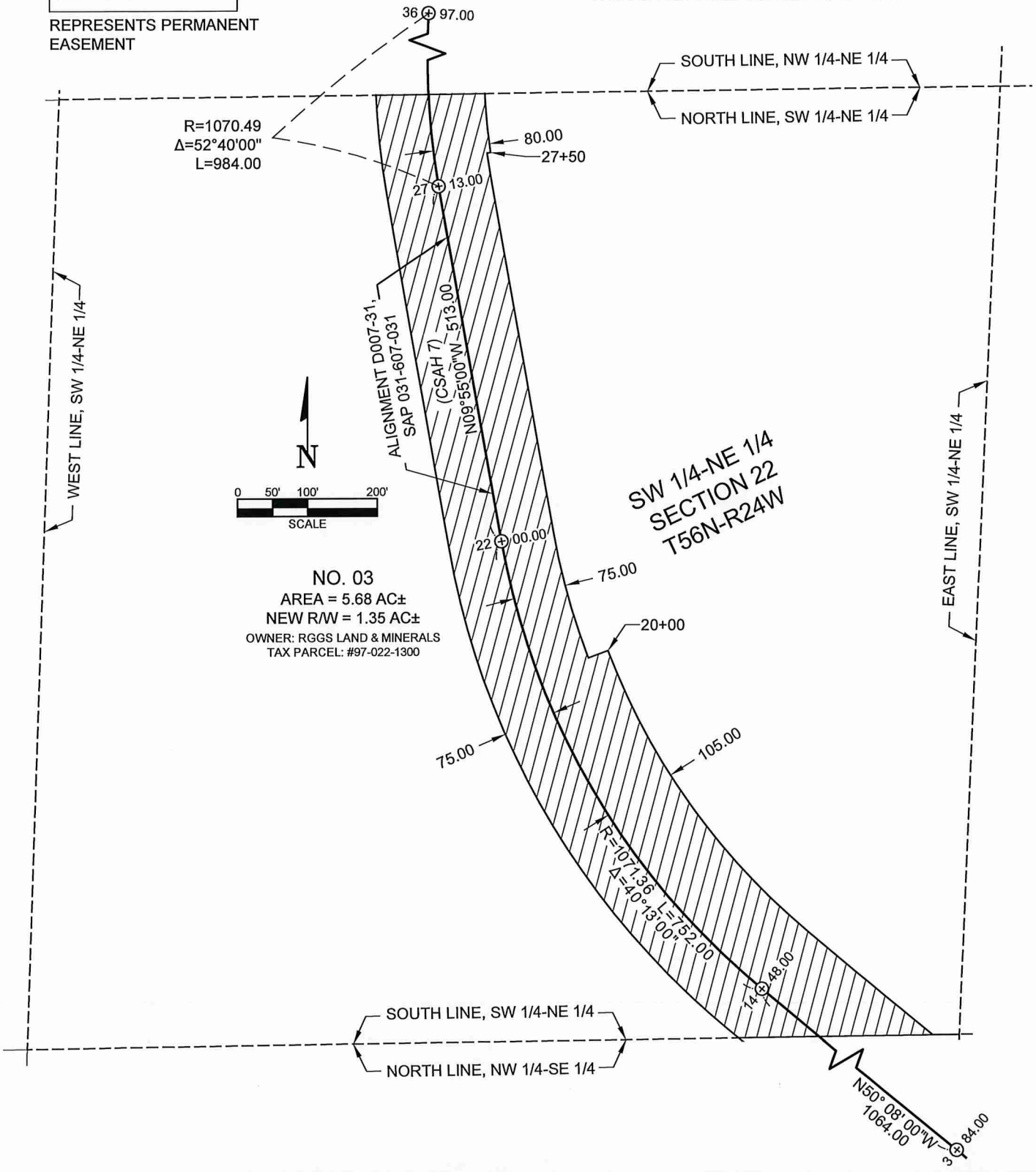
ALIGNMENT D007-31 LINES ARE TANGENT TO ADJOINING CURVES.

ALL UN-DIMENSIONED SECTION SUBDIVISION LINES AND PARCEL LINES WERE COPIED FROM THE ITASCA COUNTY GIS ON 2020-02-06. 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.

● SURVEY MONUMENT

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

REPRESENTS PERMANENT EASEMENT



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

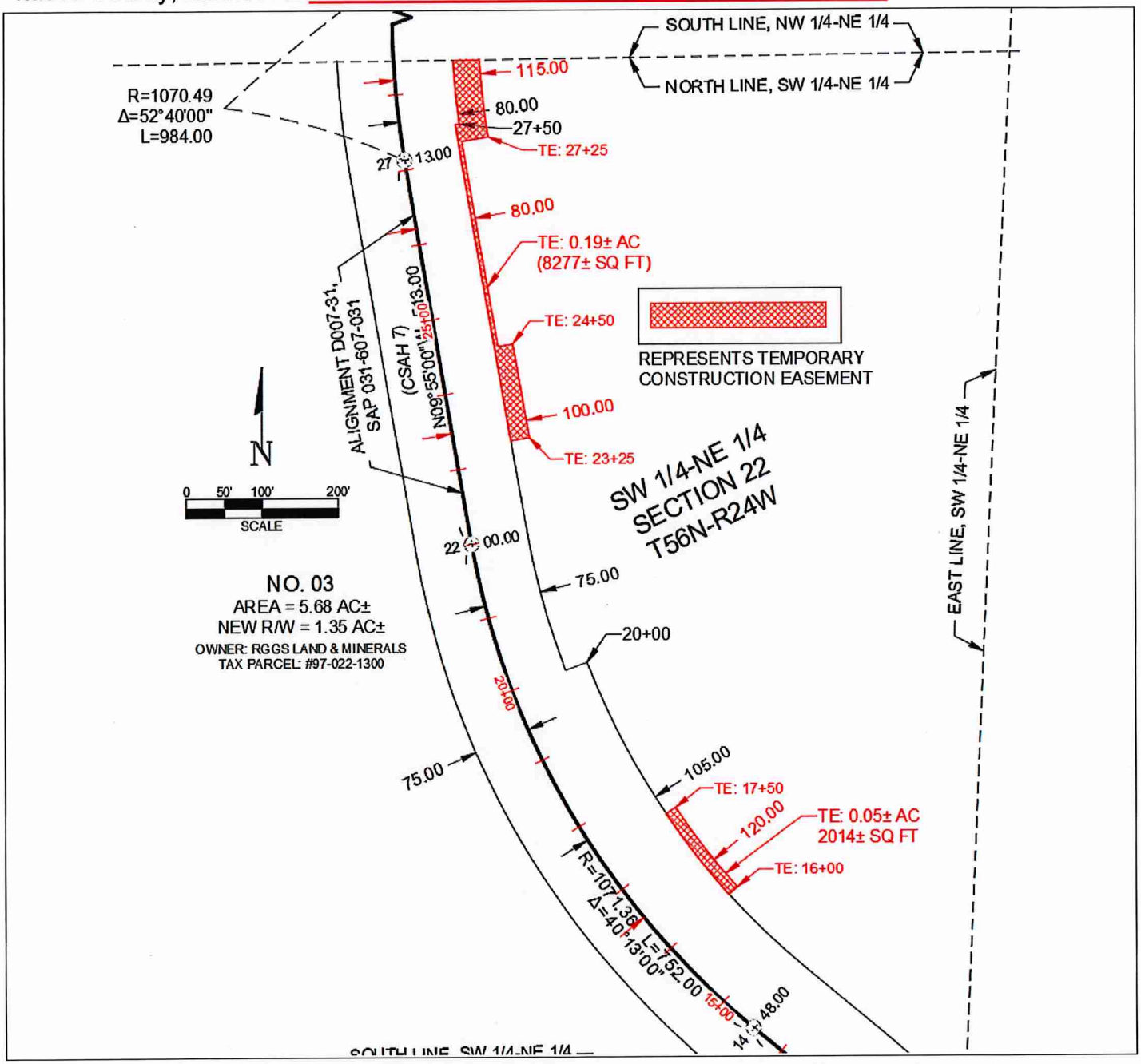
RGGS_031-607-031_EX-T03_R0.DWG	DATE: 06-29-2021	SAP 031-607-031 EASEMENT	SHEET 03

- ATTACHMENT "TE-T03" to EXHIBIT T03 -
- CSAH 7 TEMPORARY CONSTRUCTION EASEMENT -

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

Tract #03 (Tax Parcel #97-022-1300)

It is necessary that the County of Itasca use for highway purposes the real property situated in Itasca County, Minnesota **and cross hatched as shown on the map below:**



The duration of the occupancy will be temporary in nature and there will be no change in ownership of the land. The scope of work performed will include vegetation removal and slope grading for CSAH 7.

This Temporary Construction Easement shall terminate December 31st, 2022 or at the end of the project, whichever is later.

- EXHIBIT T04 -
- CSAH 7 HIGHWAY EASEMENT DESCRIPTION -
Itasca County Project: SAP 031-607-031
ITASCA COUNTY, MINNESOTA

GRANTOR OWNED PROPERTY

Tract #04 (Tax Parcel #97-022-1200)
(Description based on Certificate of Title #20906, Page 80, Book 55 of Titles)
The Northwest Quarter of the Northeast 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 #04** in the Northwest Quarter of the Northeast Quarter, Section 22, Township 56 North, Range 24 West, Itasca County, Minnesota, lying within 75.00 feet of **ALIGNMENT D007-31**, defined with stationing on SHEETS 02 and 03 of this **EXHIBIT T04**,

AND together with an additional 5.00 feet of permanent easement for highway purposes over, under, and across that part of said **Tract #04** in the Northwest Quarter of the Northeast Quarter lying within 80.00 feet and easterly of said **ALIGNMENT D007-31** between the south line of said **Tract #04** and a line drawn perpendicular to said **ALIGNMENT D007-31** at **Station 29+75**,

AND together with an additional 45.00 feet of permanent easement for highway purposes over, under, and across that part of said **Tract #04** in the Northwest Quarter of the Northeast Quarter lying within 120.00 feet and westerly of said **ALIGNMENT D007-31** between lines drawn perpendicular to said **ALIGNMENT D007-31** at **Station 31+40** and **Station 32+00**,

AND together with an additional 15.00 feet of permanent easement for highway purposes over, under, and across that part of said **Tract #04** in the Northwest Quarter of the Northeast Quarter lying within 90.00 feet and westerly of said **ALIGNMENT D007-31** between lines drawn perpendicular to said **ALIGNMENT D007-31** at **Station 32+00** and **Station 34+25**,

AND together with an additional 15.00 feet of permanent easement for highway purposes over, under, and across that part of said **Tract #04** in the Northwest Quarter of the Northeast Quarter lying within 90.00 feet and easterly of said **ALIGNMENT D007-31** between lines drawn perpendicular to said **ALIGNMENT D007-31** at **Station 31+50** and **Station 37+50**,

AND together with an additional 35.00 feet of permanent easement for highway purposes over, under, and across that part of said **Tract #04** in the Northwest Quarter of the Northeast Quarter lying within 110.00 feet and easterly of said **ALIGNMENT D007-31** between lines drawn perpendicular to said **ALIGNMENT D007-31** at **Station 37+50** and **Station 44+15**,

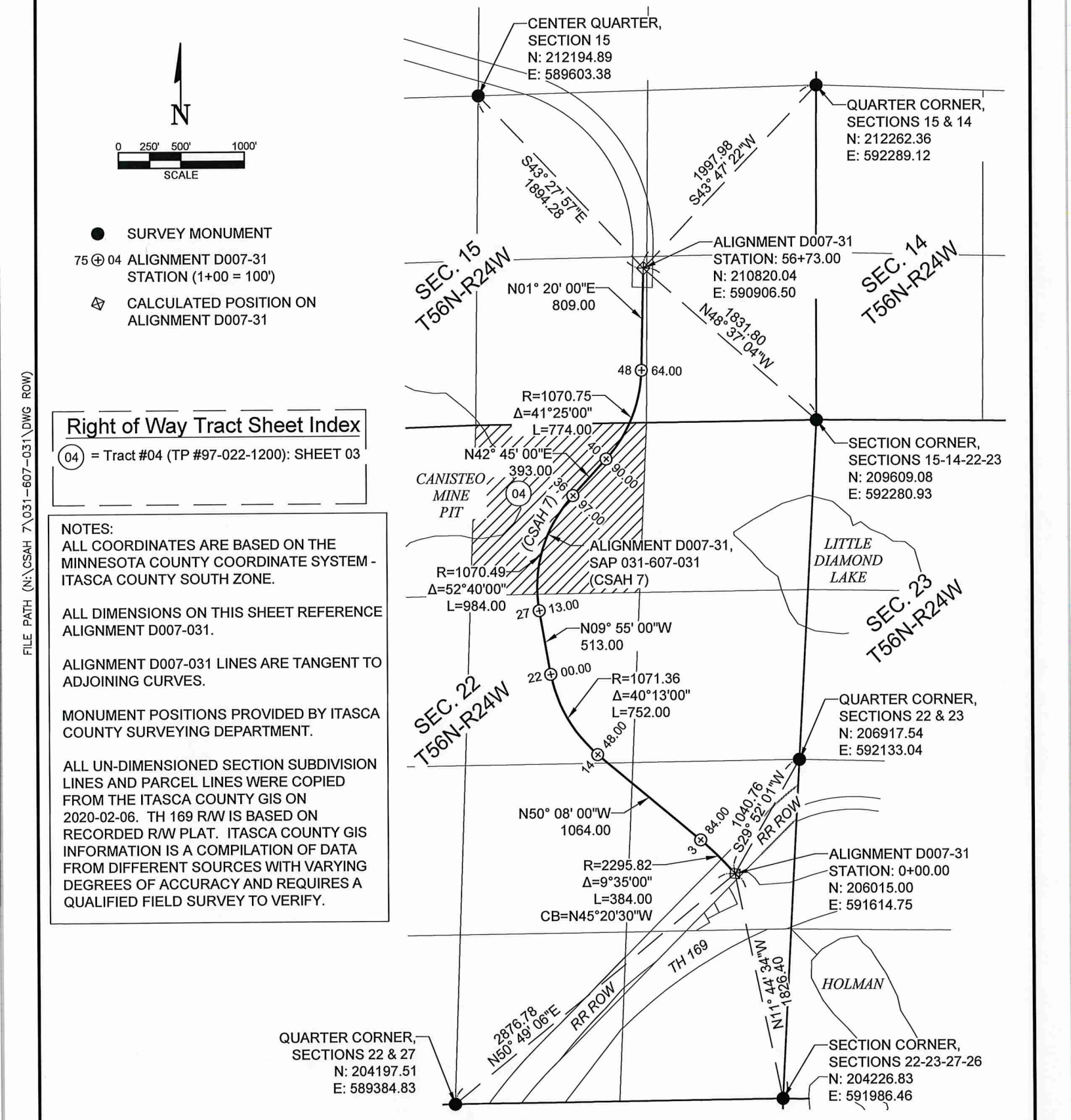
AND together with an additional area of permanent easement for highway purposes over, under, and across that part of said **Tract #04** in the Northwest Quarter of the Northeast Quarter lying easterly of said **ALIGNMENT D007-31** and lying northerly of a line drawn per perpendicular to said **ALIGNMENT D007-31** at **Station 44+15**.

Containing 6.49 acres, more or less.

TEMPORARY CONSTRUCTION EASEMENT TO BE CONVEYED

AND a Temporary Construction Easement over, under, and across that part of said **Tract #04** more particularly defined on **ATTACHMENT "TE-T04"** to this **EXHIBIT T04**.

- EXHIBIT T04 -
- ALIGNMENT D007-31, SAP 031-607-031 -
CSAH 7, ITASCA COUNTY, MINNESOTA
STA. 0+00 TO STA. 56+73



Right of Way Tract Sheet Index

(04) = Tract #04 (TP #97-022-1200): 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.

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

- EXHIBIT T04 -
- CSAH 7 EASEMENT DETAIL -
ITASCA COUNTY, MINNESOTA

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

ALIGNMENT D007-31 LINES ARE TANGENT TO ADJOINING CURVES.

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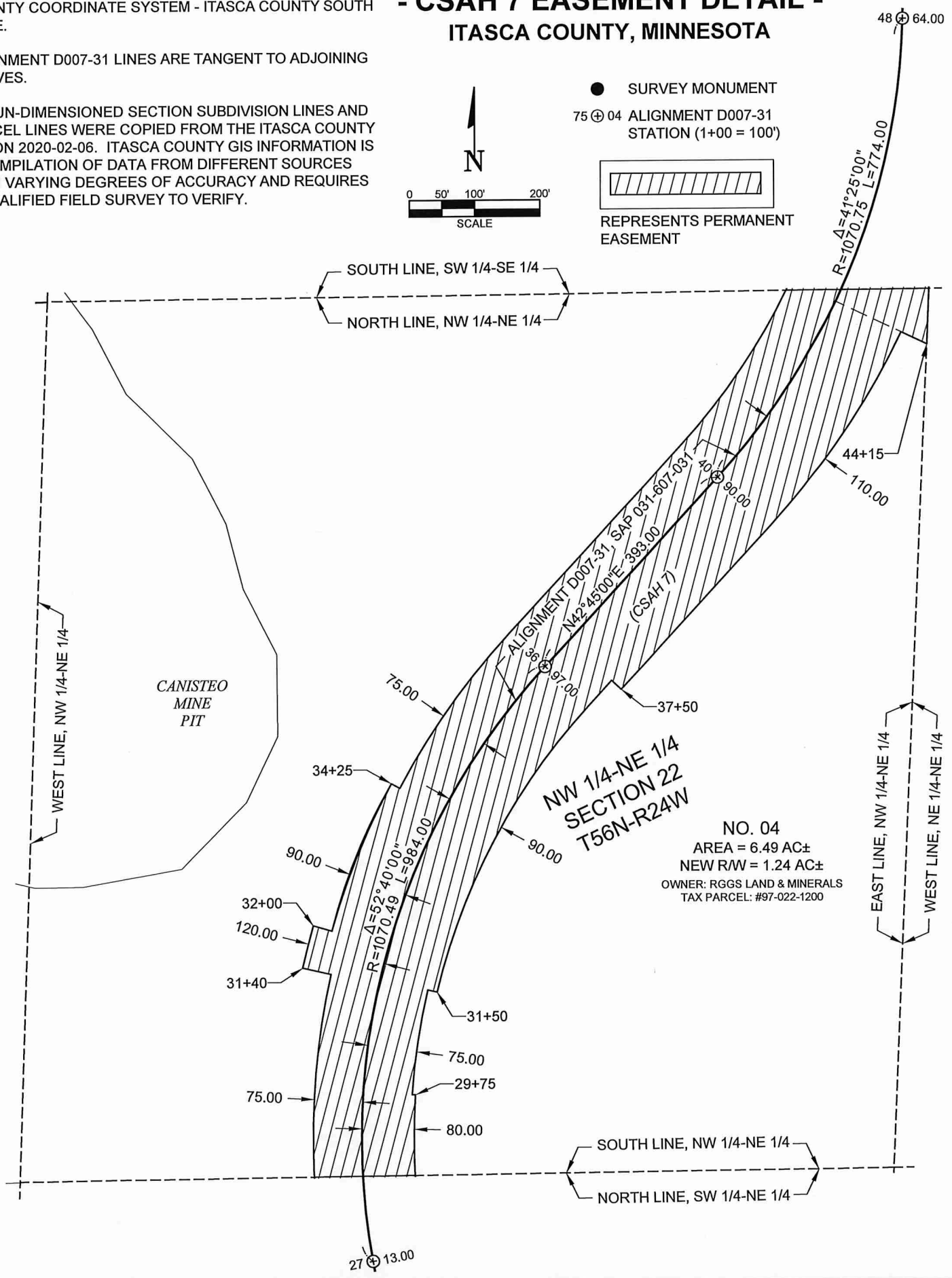


FILE PATH (N:\CSAH 7\031-607-031\DWG ROW)

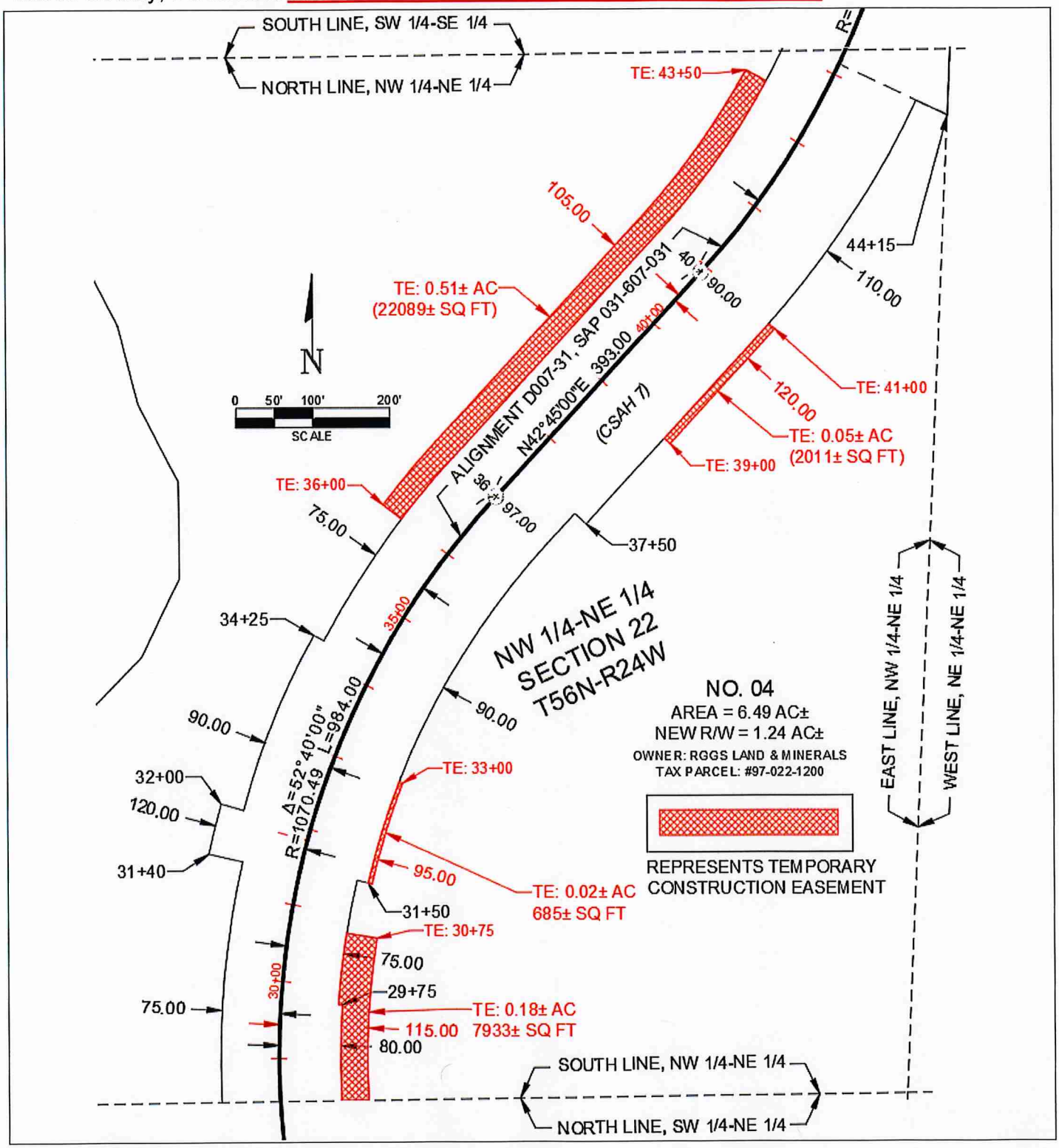
RGGS_031-607-031_EX-T04_R1.DWG	DATE: 12-16-2021	SAP 031-607-031 EASEMENT	SHEET 03

- ATTACHMENT "TE-T04" to EXHIBIT T04 -
- CSAH 7 TEMPORARY CONSTRUCTION EASEMENT -

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

Tract #04 (Tax Parcel #97-022-1200)

It is necessary that the County of Itasca use for highway purposes the real property situated in Itasca County, Minnesota **and cross hatched as shown on the map below:**



- ATTACHMENT "TE-T04" to EXHIBIT T04 -
- CSAH 7 TEMPORARY CONSTRUCTION EASEMENT -
Itasca County Project: SAP 031-607-031
ITASCA COUNTY, MINNESOTA

The duration of the occupancy will be temporary in nature and there will be no change in ownership of the land. The scope of work performed will include vegetation removal and slope grading for CSAH 7.

This Temporary Construction Easement shall terminate December 31st, 2022 or at the end of the project, whichever is later.

- EXHIBIT T06+T07 -
- CSAH 7 HIGHWAY EASEMENT DESCRIPTION -
Itasca County Project: SAP 031-607-031
ITASCA COUNTY, MINNESOTA

GRANTOR OWNED PROPERTY

Tract #06 (Tax Parcel #97-015-4400)
(Description based on Certificate of Title #20933, Page 107, Book 55 of Titles)
The Southeast Quarter of the Southeast Quarter, Section 15, Township 56 North, Range 24 West, Itasca County, Minnesota.

Tract #07 (Tax Parcel #97-015-4300)
(Description based on Certificate of Title #20906, Page 80, Book 55 of Titles)
The Southwest Quarter of the Southeast Quarter, Section 15, Township 56 North, Range 24 West, Itasca County, Minnesota.

PERMANENT EASEMENT TO BE CONVEYED

A permanent easement for highway purposes over, under, and across those parts of **Tract #06** in the Southeast Quarter of the Southeast Quarter and **Tract #07** in the Southwest Quarter of the Southeast Quarter, all in Section 15,Township 56 North, Range 24 West, Itasca County, Minnesota, lying within 75.00 feet of **ALIGNMENT D007-31** and its **NORTHERLY EXTENSION** as defined with stationing on SHEETS 02 and 03 of this **EXHIBIT T06+T07**,

AND together with an additional area of permanent easement for highway purposes over, under, and across that part of said **Tract #07** in the Southwest Quarter of the Southeast Quarter lying easterly of said **ALIGNMENT D007-31** and lying southerly of a line drawn per perpendicular to said **ALIGNMENT D007-31** at **Station 45+50**,

AND together with an additional 15.00 feet of permanent easement for highway purposes over, under, and across that part of said **Tract #07** in the Southwest Quarter of the Southeast Quarter lying within 90.00 feet and westerly of said **ALIGNMENT D007-31** and its **NORTHERLY EXTENSION** between a line drawn perpendicular to said **ALIGNMENT D007-31** at **Station 55+00** and the north line of said **Tract #07**,

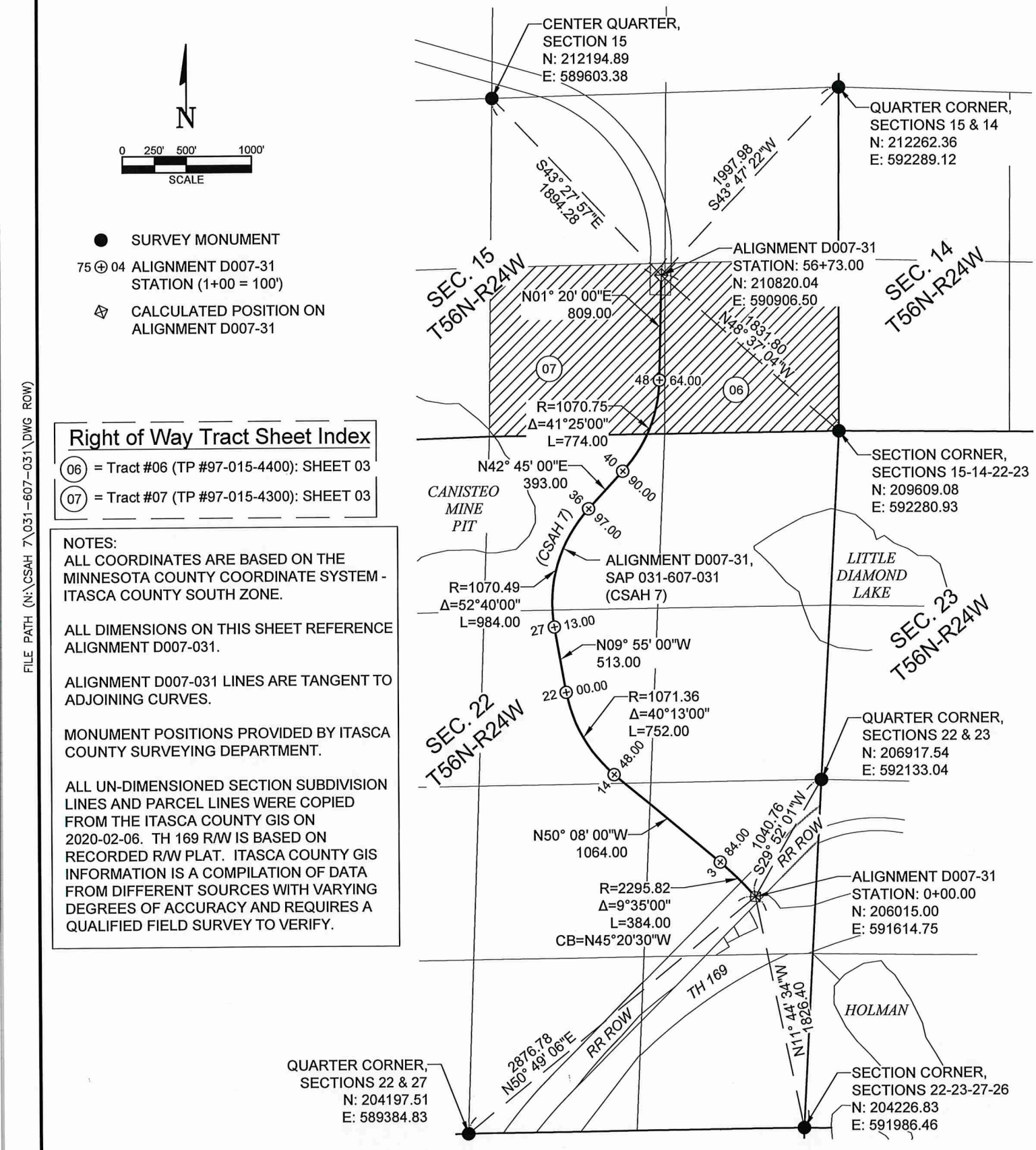
AND together with an additional 5.00 feet of permanent easement for highway purposes over, under, and across that part of said **Tract #06** in the Southeast Quarter of the Southeast Quarter lying within 80.00 feet and easterly of said **ALIGNMENT D007-31** and its **NORTHERLY EXTENSION** between a line drawn perpendicular to said **ALIGNMENT D007-31** at **Station 55+00** and the north line of said **Tract #06**.

Containing 0.97 acres, more or less, within said **Tract #06**.
Containing 3.80 acres, more or less, within said **Tract #07**.

TEMPORARY CONSTRUCTION EASEMENT TO BE CONVEYED

AND a Temporary Construction Easement over, under, and across those parts of said **Tracts #06** and **#07** more particularly defined on **ATTACHMENT "TE-T06+T07"** to this **EXHIBIT T06+T07**.

- EXHIBIT T06+T07 -
- ALIGNMENT D007-31, SAP 031-607-031 -
CSAH 7, ITASCA COUNTY, MINNESOTA
STA. 0+00 TO STA. 56+73



Right of Way Tract Sheet Index

(06) = Tract #06 (TP #97-015-4400): SHEET 03

(07) = Tract #07 (TP #97-015-4300): 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.

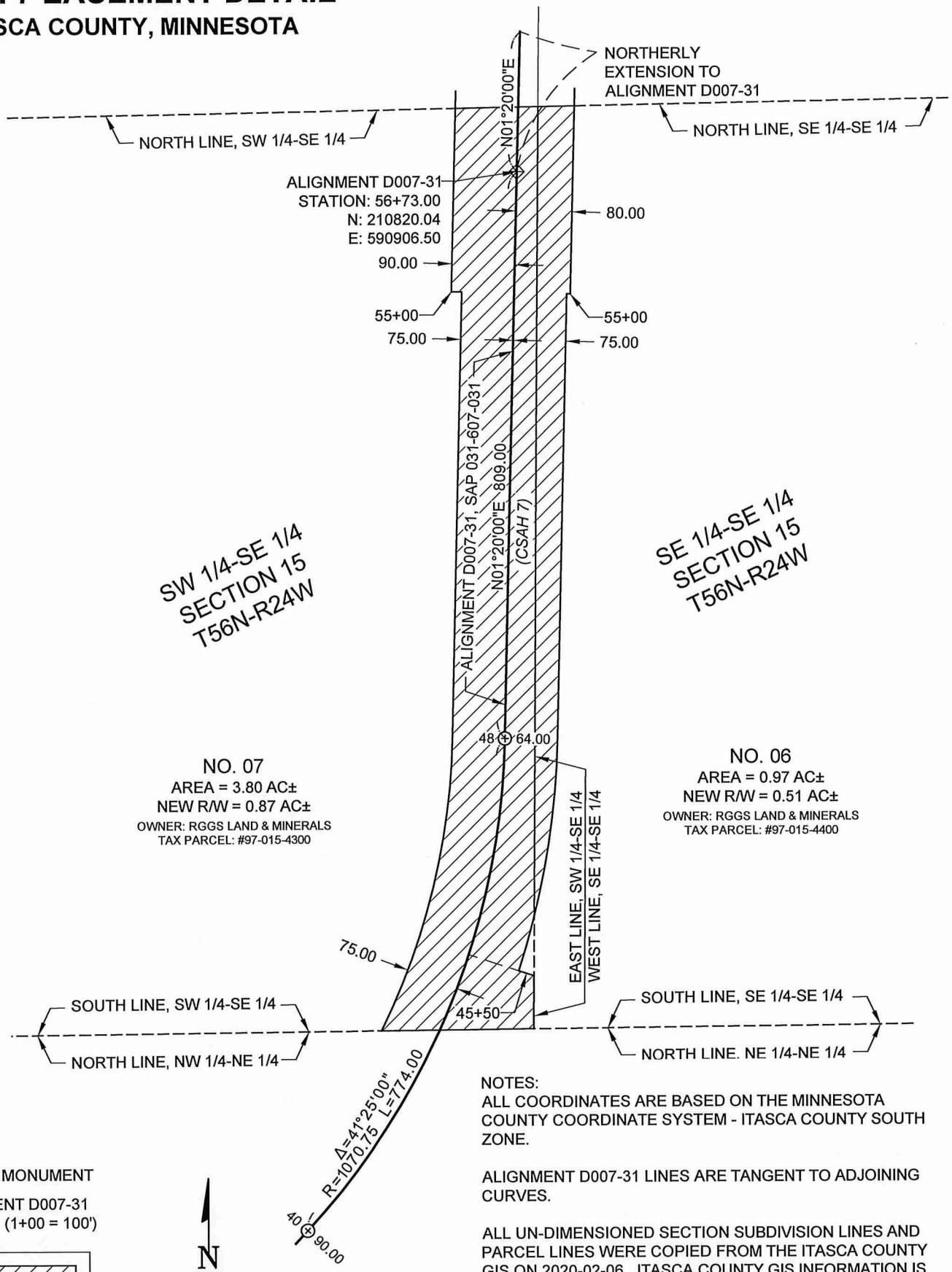
ALIGNMENT D007-031 LINES ARE TANGENT TO ADJOINING CURVES.

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.

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

- EXHIBIT T06+T07 -
- CSAH 7 EASEMENT DETAIL -
ITASCA COUNTY, MINNESOTA



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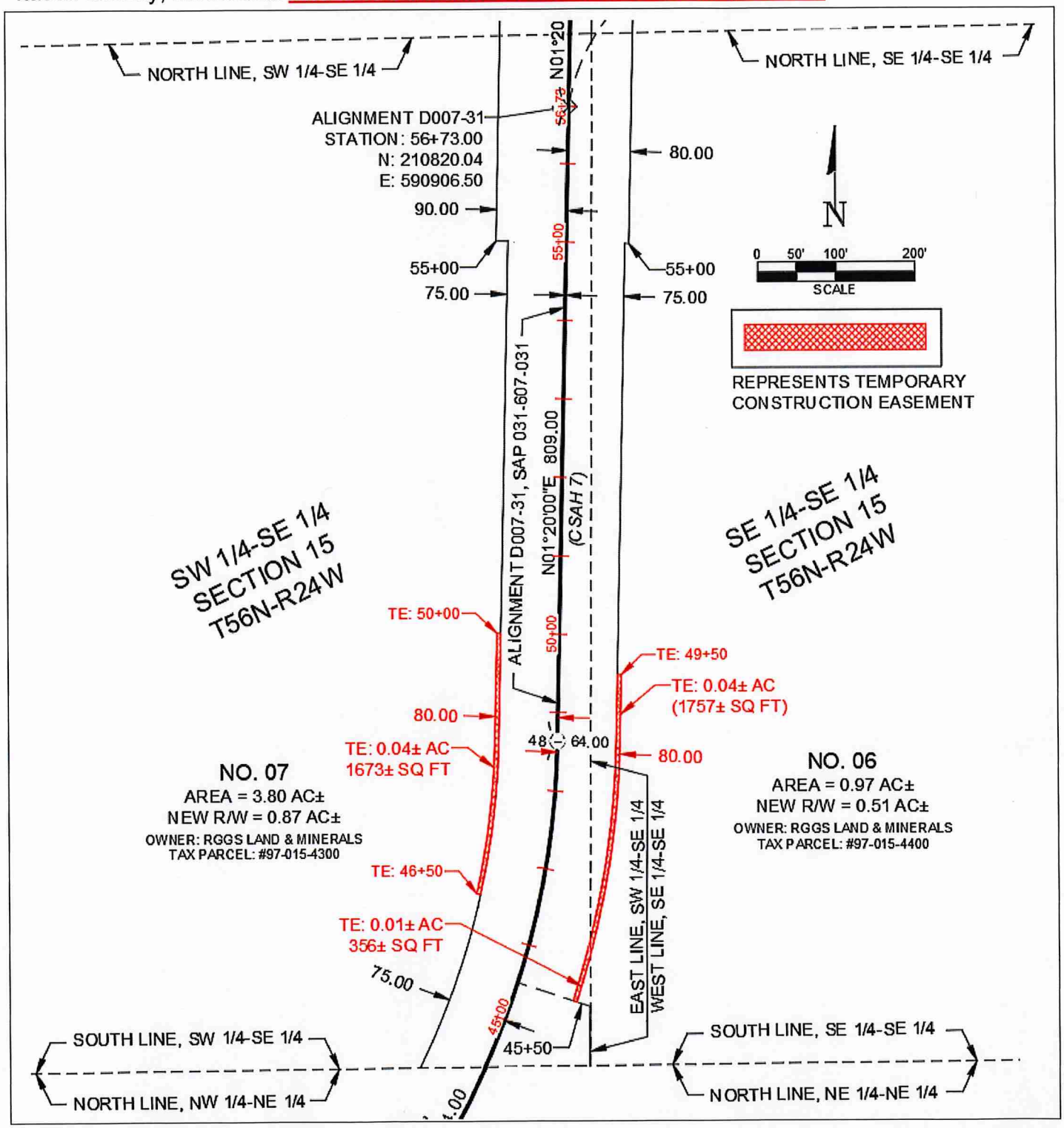
FILE PATH (N:\CSAH 7\031-607-031\DWG ROW)

- ATTACHMENT "TE-T06+T07" to EXHIBIT T06+T07 -
- CSAH 7 TEMPORARY CONSTRUCTION EASEMENT -

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

Tract #06 (Tax Parcel #97-015-4400)
Tract #07 (Tax Parcel #97-015-4300)

It is necessary that the County of Itasca use for highway purposes the real property situated in Itasca County, Minnesota **and cross hatched as shown on the map below:**



- ATTACHMENT "TE-T06+T07" to EXHIBIT T06+T07 -
- CSAH 7 TEMPORARY CONSTRUCTION EASEMENT -
Itasca County Project: SAP 031-607-031
ITASCA COUNTY, MINNESOTA

The duration of the occupancy will be temporary in nature and there will be no change in ownership of the land. The scope of work performed will include vegetation removal and slope grading for CSAH 7.

This Temporary Construction Easement shall terminate December 31st, 2022 or at the end of the project, whichever is later.

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

N

NO. 02
OWNER: RGGS LAND & MINERALS
TAX PARCEL: #97-022-4100

MNDOT ROW
TRUNK HIGHWAY NO. 169

RAILROAD ROW

ALIGNMENT D007-31
STATION: -0+60.00
N: 205968.91
E: 591653.16

Δ=9°35'00" L=384.00
CB=N45°20'30"W R=2295.82

ALIGNMENT D007-31
STATION: 0+00.00
N: 206015.00
E: 591614.75

R=2295.82
Δ=1°29'51"
L=60.00
CB=S39°48'05"E

3 ⊕ 84.00

5+00

N50°08'00"W 1064.00

10+00

14 ⊕ 48.00

15

NE 1/4-SE 1/4
SECTION 22
T56N-R24W

RAILROAD ROW

(SEE EASEMENT EXHIBITS FOR EASEMENT / ALIGNMENT LOCATION AND ADDITIONAL INFORMATION)

0 25' 50' 100'
PLAN SCALE

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

(ELEVATION DATUM: NORTH AMERICAN VERTICAL DATUM 1988)

1350
1340
1330
1320
1310

PVI STA = 0+66.98
PVI ELEV = 1333.36

NOTE:
PROFILE EXTENDS SOUTHEASTERLY TO STATION -0+60.00 AT AN ELEVATION OF 1334.45.

BVCE: 1334.28
BVCS: 0+10.86
EVCE: 1331.05
EVCS: 1+23.06
BVCS: 2+64.93
BVCE: 1325.20
EVCS: 5+73.19
EVCE: 1319.83

Finished Grade
-1.63%
Existing Grade
-4.13%

A.D. = -2.50%
K = 44.90
112.20' VC
HP STA = 0+10.86
HP ELEV = 1334.28

LP STA = 5+31.75
LP ELEV = 1319.70
A.D. = 4.77%
K = 64.68
308.27' VC

PVI STA = 4+19.00
PVI ELEV = 1318.84

0.64%
0.64%

Finished Grade
Existing Grade

CL. CULVERT
INLET EL. 1314.8
OUTLET EL. 1314.7

NOTES:
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	0+00	1+00	2+00	3+00	4+00	5+00	6+00	7+00	8+00	9+00	10+00	11+00	12+00	13+00	14+00
Exist:	1334.45	1330.42	1325.75	1321.64	1320.36	1319.11	1318.89	1319.33	1320.15	1321.14	1322.14	1322.72	1323.33	1323.84	1324.22
Plan:	**1334.45**	**1331.94**	**1327.88**	**1323.85**	**1321.04**	**1319.77**	**1320.00**	**1320.64**	**1321.28**	**1321.92**	**1322.56**	**1323.20**	**1323.84**	**1324.48**	**1325.12**

RGGS_031-607-031_PLPR_R0.DWG	PROFILE EXHIBIT: SAP 031-607-031 EASEMENT	Date: 2021-10-04	PLAN & PROFILE STATIONS: 0+00 – 14+00

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

NO. 03
OWNER: RGGS LAND & MINERALS
TAX PARCEL: #97-022-1300

Δ=40°13'00"
R=1071.36 L=752.00

15+00 20+00 25+00

14 ⊕ 48.00

22 ⊕ 00.00

N09°55'00"W 513.00

27 ⊕ 13.00

SW 1/4-NE 1/4
SECTION 22
T56N-R24W

N

0 25' 50' 100'
PLAN SCALE

(SEE EASEMENT EXHIBITS FOR EASEMENT / ALIGNMENT LOCATION AND ADDITIONAL INFORMATION)

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

(ELEVATION DATUM: NORTH AMERICAN VERTICAL DATUM 1988)

NOTES:
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1350
1340
1330
1320
1310

BVCE: 1325.27
BVCS: 14+22.70

EVCE: 1325.26
EVCS: 16+51.34

BVCS: 24+65.12
BVCE: 1319.99

PVI STA = 15+37.02
PVI ELEV = 1326.00

0.64%

-0.65%

-0.65%

-0.65%

A.D. = -1.29%
K = 177.58
228.65' VC
HP STA = 15+36.40
HP ELEV = 1325.63

Finished Grade

Existing Grade

CL. CULVERT
INLET EL. 1313.8
OUTLET EL. 1313.7

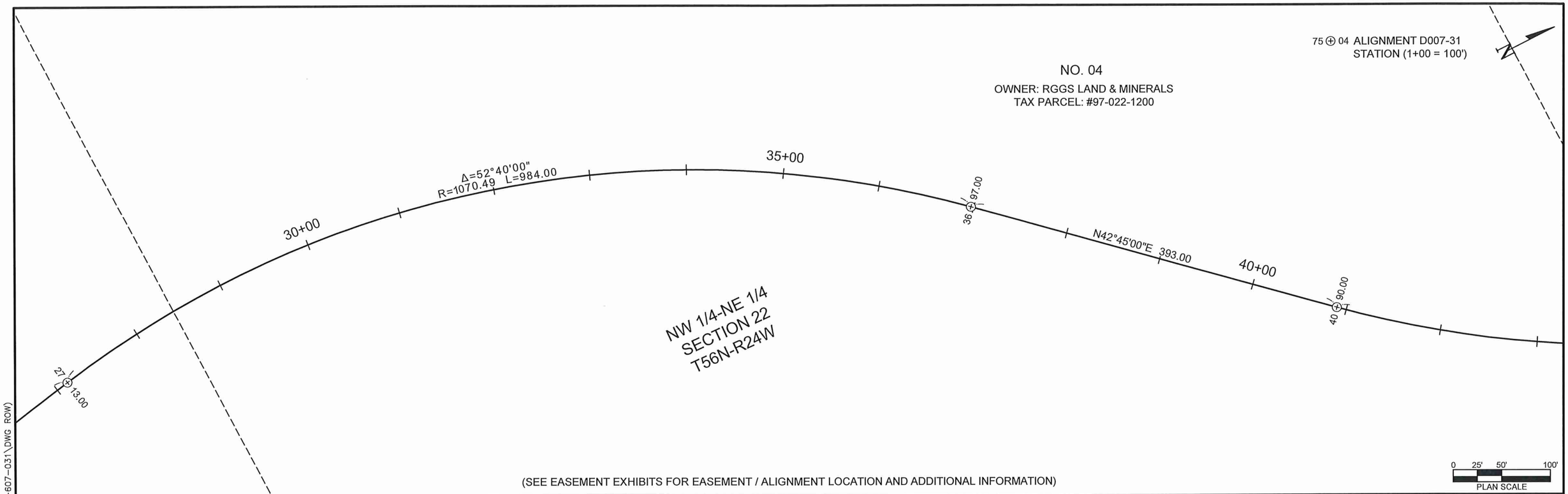
	14+00	15+00	16+00	17+00	18+00	19+00	20+00	21+00	22+00	23+00	24+00	25+00	26+00	27+00	28+00
Exist:	1324.22	1324.15	1324.31	1323.57	1322.98	1322.90	1321.85	1321.40	1321.00	1320.28	1320.20	1319.54	1319.42	1320.76	1323.56
Plan:	**1325.12**	**1325.59**	**1325.52**	**1324.95**	**1324.30**	**1323.65**	**1323.00**	**1322.36**	**1321.71**	**1321.06**	**1320.41**	**1319.82**	**1319.90**	**1320.84**	**1322.63**

RGGS_031-607-031_PLPR_R0.DWG	PROFILE EXHIBIT: SAP 031-607-031 EASEMENT	Date: 2021-10-04	PLAN & PROFILE STATIONS: 14+00 – 28+00	Sheet No. 02 of 04 Sheets

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

NO. 04

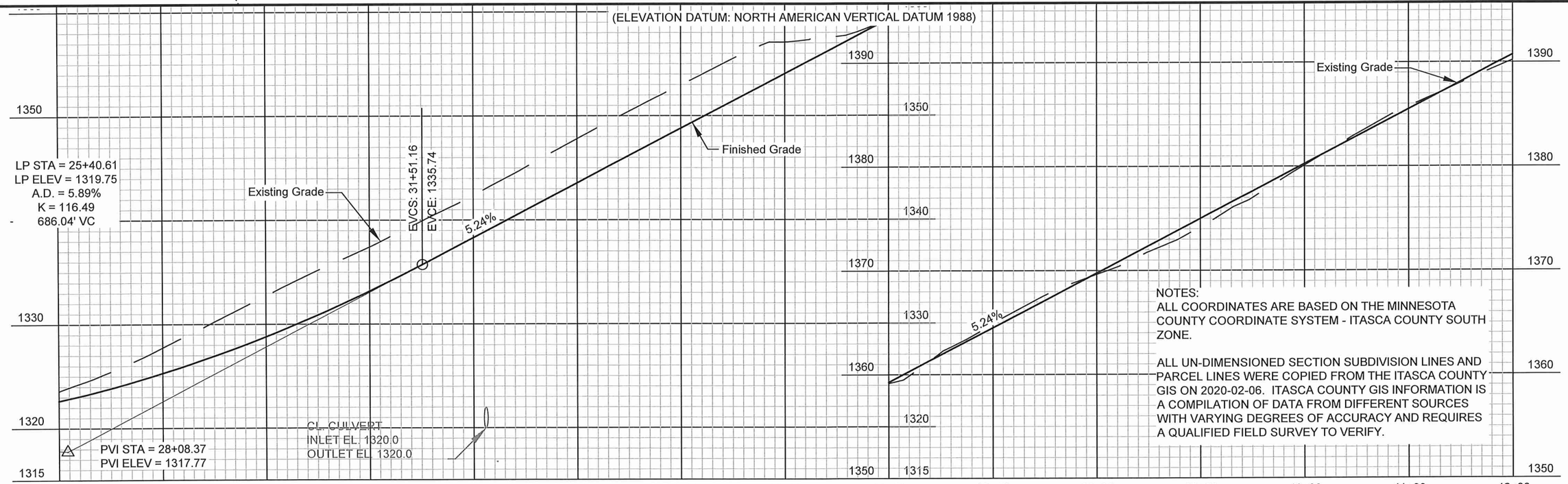
OWNER: RGGS LAND & MINERALS
TAX PARCEL: #97-022-1200



(SEE EASEMENT EXHIBITS FOR EASEMENT / ALIGNMENT LOCATION AND ADDITIONAL INFORMATION)

0 25' 50' 100'
PLAN SCALE

(ELEVATION DATUM: NORTH AMERICAN VERTICAL DATUM 1988)



NOTES:
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	28+00	29+00	30+00	31+00	32+00	33+00	34+00	35+00	36+00	37+00	38+00	39+00	40+00	41+00	42+00
Exist:	1323.56	1327.74	1332.74	1337.42	1342.36	1347.79	1352.95	1357.09	1359.18	1364.91	1369.64	1374.19	1380.09	1385.75	1390.20
Plan:	**1322.63**	**1325.29**	**1328.80**	**1333.17**	**1338.30**	**1343.54**	**1348.78**	**1354.03**	**1359.27**	**1364.51**	**1369.75**	**1374.99**	**1380.24**	**1385.48**	**1390.72**

RGGS_031-607-031_PLPR_R0.DWG	PROFILE EXHIBIT: SAP 031-607-031 EASEMENT	Date: 2021-10-04	PLAN & PROFILE STATIONS: 28+00 – 42+00	Sheet No. 03 of 04 Sheets

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

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

N

SW 1/4-SE 1/4
SECTION 15
T56N-R24W

NO. 07
OWNER: RGGS LAND & MINERALS
TAX PARCEL: #97-015-4300

Δ=41°25'00"
R=1070.75 L=774.00

45+00

48 ⊕ 64.00

50+00

N01°20'00"E 809.00

55+00

N01°20'00"E

ALIGNMENT D007-31
STATION: 56+73.00
N: 210820.04
E: 590906.50

NORTHERLY
EXTENSION TO
ALIGNMENT D007-31

NO. 06
OWNER: RGGS LAND & MINERALS
TAX PARCEL: #97-015-4400

SE 1/4-SE 1/4
SECTION 15
T56N-R24W

0 25' 50' 100'
PLAN SCALE

(SEE EASEMENT EXHIBITS FOR EASEMENT / ALIGNMENT LOCATION AND ADDITIONAL INFORMATION)

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

(ELEVATION DATUM: NORTH AMERICAN VERTICAL DATUM 1988)

NOTE:
PROFILE GRADE
CONTINUES NORTHERLY
AT 0.57% TO END OF
EASEMENT

1420
1410
1400
1390
1380

Existing Grade
Finished Grade
Existing Grade

EVCE: 1406.30
EVCS: 46+99.49

PVI STA = 44+72.39
PVI ELEV = 1405.00

BVCE: 1393.09
BVCS: 42+45.28

0.57%
0.57%
-3.24%

A.D. = -4.67%
K = 97.25
454.21' VC
HP STA = 46+99.49
HP ELEV = 1406.30

NOTES:
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	42+00	43+00	44+00	45+00	46+00	47+00	48+00	49+00	50+00	51+00	52+00	53+00	54+00	55+00	56+00	56+73
Exist:	1390.20	1394.39	1398.16	1400.83	1403.13	1404.94	1406.09	1406.27	1406.97	1407.79	1408.39	1408.88	1409.69	1410.39	1411.25	1411.86
Plan:	**1390.72**	**1395.81**	**1399.97**	**1403.11**	**1405.22**	**1406.30**	**1406.87**	**1407.44**	**1408.02**	**1408.59**	**1409.16**	**1409.73**	**1410.30**	**1410.87**	**1411.45**	**1411.86**

RGGS_031-607-031_PLPR_R0.DWG	PROFILE EXHIBIT: SAP 031-607-031 EASEMENT	Date: 2021-10-04	PLAN & PROFILE STATIONS: 42+00 – 56+73

EASEMENT

THIS INDENTURE is made and entered into this 30th day of December, 2021, between:

RGGS LAND & MINERALS, LTD., L.P., a Delaware Limited Partnership, with an office and place of business located at RGGS Lands & Minerals , 209 East 8th Street South, P.O. Box 1266, Virginia,Minnesota, 55792, hereinafter referred to as "RGGS or Grantor",

and

the **COUNTY OF ITASCA**, State of Minnesota, a Municipal Corporation, and road authority, hereinafter referred to as "Grantee".

WITNESSETH:

WHEREAS, said Grantor is the owner of real property situated in Itasca County, Minnesota, identified as **GRANTOR OWNED PROPERTY** on the attached EXHIBIT A,

AND WHEREAS, Grantee has requested an Easement for highway purposes from Grantor as identified herein and Grantor has agreed to grant Grantee such an easement across said property.

NOW, THEREFORE, in consideration of all the covenants, terms, and conditions herein contained, and intending to be legally bound thereby, the parties hereto do agree as follows:

Section 1 - Granting Clause

Grantor, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the COUNTY OF ITASCA, as Grantee, its successors and assigns, to the extent of the ownership of the Grantor, an Easement for public highway purposes, more particularly described by the attached exhibits:

"EXHIBIT T02", "EXHIBIT T03", "EXHIBIT T04", and "EXHIBIT T06+T07"

INCLUDING the rights of the COUNTY OF ITASCA, its contractors, agents, servants, and assigns, to enter upon the easement premises at all times to install, reinstall, inspect, repair, and maintain said public highway system over, across, on, under, and through the easement premises, together with the right to grade, level, fill, drain, pave, and excavate the easement premises, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction and

maintenance of the public highway system (hereinafter "Purpose"). Grantee shall have the right to use and remove all overburden surface materials lying above the Biwabic Iron Formation within the easement premises and additionally any part of said Biwabic Iron Formation within the easement premises lying above an elevation 25 feet beneath the Finished Grade profile defined on the attached PROFILE EXHIBIT, and the right to allow utilities over, under, and across said easement premises as allowed by Minnesota law. Election by the grantee to not exercise all or any part of its rights at any time shall not constitute forfeiture of any such rights.

GRANTOR makes no express or implied representations or warranties to GRANTEE concerning the safety or physical condition of the easement premises, which condition is hereby accepted by GRANTEE "AS IS." GRANTEE represents that it is familiar with, and that the GRANTOR has made no representations concerning the physical condition of the easement premises. GRANTEE agrees not to make any claim against GRANTOR for damages or injuries directly or indirectly due to the physical condition of any part of the easement premises as of the Effective Date.

It is understood that the right, privilege and Easement herein granted and the provisions hereof shall extend to and bind the heirs, personal representatives, successors and assigns of the respective parties hereto.

Section 2 - Indemnification

(A) Each party agrees that it shall be responsible for its own acts and omissions and the results thereof to the extent authorized by law and shall not be responsible for the acts and omissions of the other party and the results thereof. Grantor shall be held harmless for damages arising out of or resulting from the work of Grantee, its employees and contractors, in carrying out the activities described herein. The Grantee's liability shall be limited by the provisions of the Municipal tort Claim Act, Minn. Stat. Ch. 466, and other applicable law.

Section 3 - Title

(A) The granting of this easement is made subject to mining, oil, and gas rights heretofore conveyed or excepted and reserved in instruments of record. Grantor, RGGS Land & Minerals, LTD., L.P., for itself, its successors, and assigns, hereby reserves all minerals, including sand, gravel, and any other natural substance having sufficient value to be mined, quarried, or extracted for its own sake or for its specific use, together with right to enter on, explore for, dig, mine and recover the same.

(B) Grantor makes no warranty of title to the premises as described herein, and Grantee hereby accepts this Easement subject to any adverse interest of third parties therein, whether known or unknown, recorded or unrecorded. Further, it is understood and agreed that this agreement is subject to any and all highway, railroad, and other public or private rights or easements, existing in or across the premises or any part thereof, and to the rights of any person or other party who may have any interest in the premises, including minerals.

Section 4 -Termination/Relocation (Release/Relinquishment)

(A) In the event the Grantee, its successors or assigns, ceases to use the Easement granted herein, or any part thereof, for the purposes identified and discussed herein for a period of three years, all rights, title, and interest of Grantee therein will *pro tanto* cease and terminate, and Grantee will, at the request of the Grantor, its successors and assigns, execute a release running to the Grantor, its successors and assigns evidencing the Grantee's relinquishment of its interest in said Easement.

(B) Grantor and Grantee recognize and agree that this Easement controls between them over all prior highway easements for C.S.A.H. 7 (Scenic Highway) within the GRANTOR OWNED PROPERTY identified on attached EXHIBIT A and that Grantee explicitly retains all its prior rights and claims for C.S.A.H. 7 against parties other than the Grantor within the easement premises.

(C) It is further understood and agreed that in case the Grantor, its successors or assigns, and anyone having the right to mine and remove the iron ore or other minerals desire to mine and remove the same, and are about to do so, in such manner as to remove the surface and supports of the whole or certain portions of the land hereby granted for highway purposes, or that they desire to use said land in connection with said mining operations, the Grantor its successors or assigns, may relocate the highway crossing the land hereby granted for highway purposes at their cost and expense, including the cost of construction of the new substantially comparable highway, and of the right of way therefor; provided, that the parties so desiring to change the highway shall in such case have the right to select the new route for the highway subject to concurrence by the Grantee and to construct the same, either by their own employees or by contract or contracts to be made by them with others.

IN WITNESS WHEREOF, Grantor, RGGS Land and Minerals, LTD., L.P., has caused this instrument to be executed in its limited partnership name by Russell D. Gordy, President of Gordy Oil Company, as general partner to RGGS Land & Minerals, LTD., L.P., who is duly-authorized to execute this instrument on behalf of said corporation as of the date identified herein.

GRANTOR: RGGS Land & Minerals, Ltd., L.P.

By: Gordy Oil Company, a Texas Corporation

Its: General Partner

By: _____
Russell D. Gordy, President

STATE OF TEXAS)
:ss
COUNTY OF HARRIS)

On this, the 30th day of December, 2021, before me, a notary public for said County and State, personally appeared Russell D. Gordy, who acknowledged himself to be President of Gordy Oil Company, a Texas corporation, general partner of RGGS Land & Minerals, Ltd., L.P., a Delaware Limited Partnership, and, as such, he is duly-authorized to execute the foregoing Easement for the purposes therein contained by signing the name of the limited partnership by himself as such officer.

In Witness Thereof, I hereunder set my hand and official seal.

(Notarial Stamp or Seal)

BRIANNE GRAVATT
Notary Public, State of Texas
Comm. Expires 04-21-2025
Notary ID 126876745

_____
Signature of Person taking Acknowledgement

GRANTEE, County of Itasca, Minnesota, hereby accepts this instrument in accordance with the terms and conditions contained herein.

GRANTEE: Itasca County

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

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

STATE OF MINNESOTA)
:ss
COUNTY OF ITASCA)

On this, the 10th day of February, 2022, before me, a notary public for said County and State, personally appeared **Terry Snyder, Chair of the Itasca County Board of Commissioners and Brett Skyles, Clerk to the Itasca County Board of Commissioners**, who acknowledged that they executed the foregoing easement for the purposes therein contained.

In Witness Thereof, I hereunder set my hand and official seal.

(Notarial Stamp or Seal)

AMANDA JO SCHULTZ
Notary Public-Minnesota
My Commission Expires Jan 31, 2026

_____
Signature of Person taking Acknowledgement

This Instrument was drafted by:
RGGS Land & Minerals, LTD., L.P.
P.O. Box 1266
209 E. 8th Street South
Virginia, MN 55792

- EXHIBIT A -
- CSAH 7 HIGHWAY EASEMENT DESCRIPTION -
Itasca County Project: SAP 031-607-031
ITASCA COUNTY, MINNESOTA

GRANTOR OWNED PROPERTY

Tract #02 (Tax Parcel #97-022-4100)
(Description based on Certificate of Title #24661, Page 74, Book 80 of Titles)

That part of the Northeast Quarter of the Southeast Quarter, Section 22, Township 56 North, Range 24 West, Itasca County, Minnesota, lying outside of Trunk Highway No. 169 Right of Way platted as **Parcel 309**, **MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 31-164**, according to the recorded plat thereof, said County and State.

Tract #03 (Tax Parcel #97-022-1300)
(Description based on Certificate of Title #20933, Page 107, Book 55 of Titles)

The Southwest Quarter of the Northeast Quarter, Section 22, Township 56 North, Range 24 West, Itasca County, Minnesota.

Tract #04 (Tax Parcel #97-022-1200)
(Description based on Certificate of Title #20906, Page 80, Book 55 of Titles)

The Northwest Quarter of the Northeast Quarter, Section 22, Township 56 North, Range 24 West, Itasca County, Minnesota.

Tract #06 (Tax Parcel #97-015-4400)
(Description based on Certificate of Title #20933, Page 107, Book 55 of Titles)

The Southeast Quarter of the Southeast Quarter, Section 15, Township 56 North, Range 24 West, Itasca County, Minnesota.

Tract #07 (Tax Parcel #97-015-4300)
(Description based on Certificate of Title #20906, Page 80, Book 55 of Titles)

The Southwest Quarter of the Southeast Quarter, Section 15, Township 56 North, Range 24 West, Itasca County, Minnesota.

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

N

0 250' 500' 1000'
SCALE

● SURVEY MONUMENT

75 ◈ 04 ALIGNMENT E007-2021 STATION (1+00 = 100')

◈ CALCULATED POSITION ON ALIGNMENT E007-2021

Right of Way Tract Sheet Index

(02) = Tract #02 (TP #97-022-4100)
(03) = Tract #03 (TP #97-022-1300)
(04) = Tract #04 (TP #97-022-1200)
(06) = Tract #06 (TP #97-015-4400)
(07) = Tract #07 (TP #97-015-4300)

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

ALL DIMENSIONS ON THIS SHEET REFERENCE ALIGNMENT E007-2021.

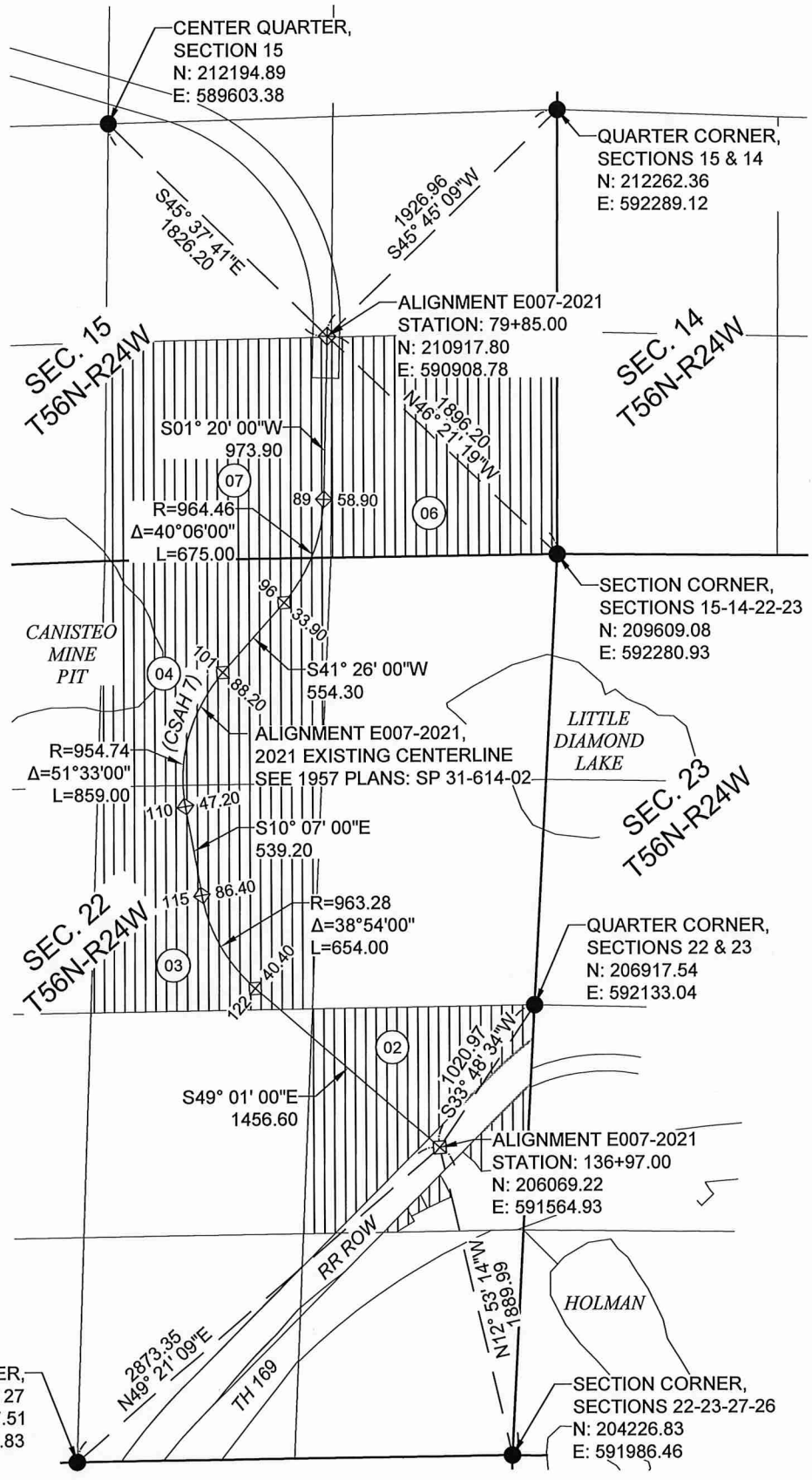
ALIGNMENT E007-2021 AS SHOWN CLOSELY APPROXIMATES THE EXISTING CENTERLINE OF CSAH 7.

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.

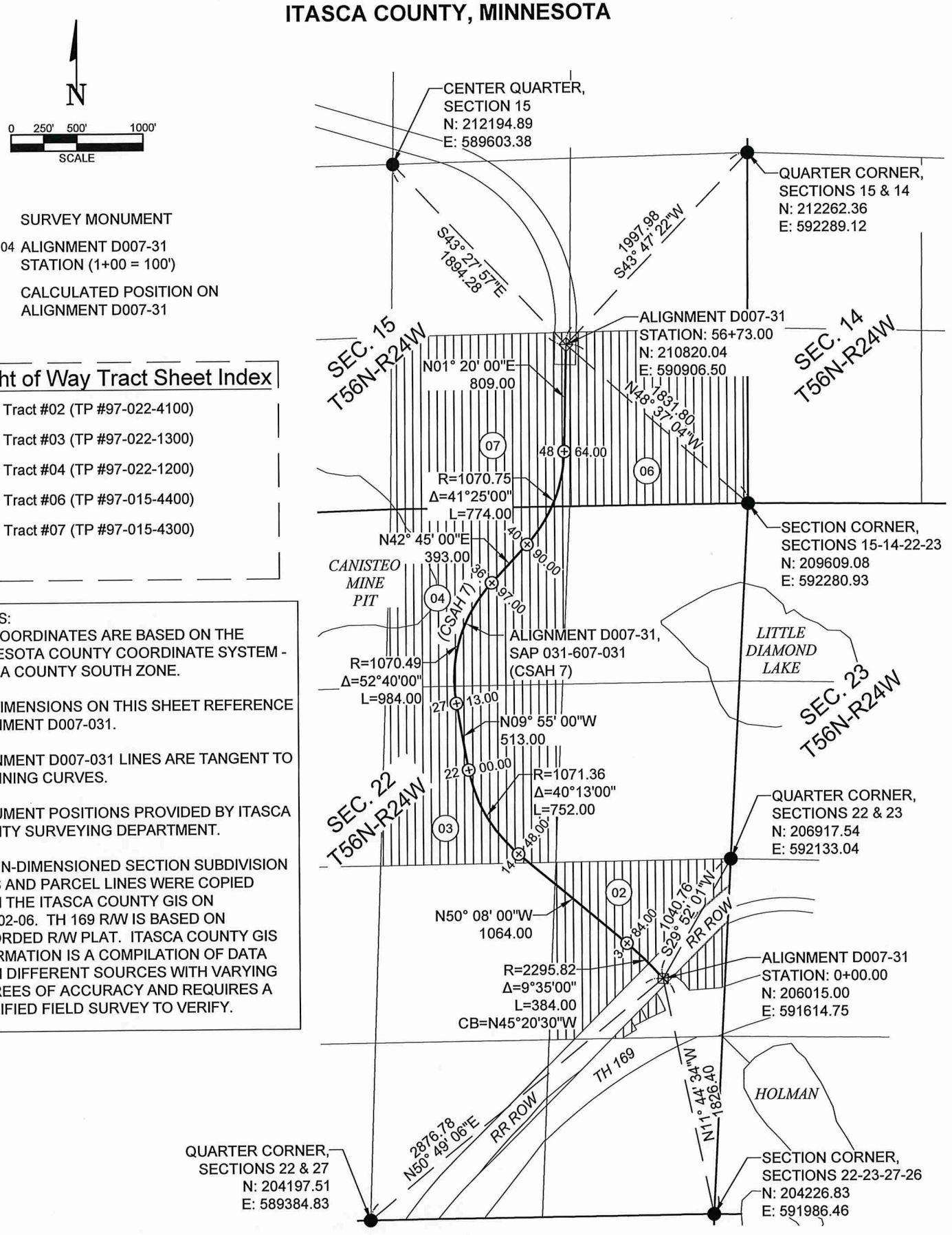
MONUMENT POSITIONS PROVIDED BY ITASCA COUNTY SURVEYING DEPARTMENT.

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.



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

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



Right of Way Tract Sheet Index

- (02) = Tract #02 (TP #97-022-4100)
- (03) = Tract #03 (TP #97-022-1300)
- (04) = Tract #04 (TP #97-022-1200)
- (06) = Tract #06 (TP #97-015-4400)
- (07) = Tract #07 (TP #97-015-4300)

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.

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

- EXHIBIT T02 -
- CSAH 7 HIGHWAY EASEMENT DESCRIPTION -
Itasca County Project: SAP 031-607-031
ITASCA COUNTY, MINNESOTA

GRANTOR OWNED PROPERTY

Tract #02 (Tax Parcel #97-022-4100)
(Description based on Certificate of Title #24661, Page 74, Book 80 of Titles)

That part of the Northeast Quarter of the Southeast Quarter, Section 22, Township 56 North, Range 24 West, Itasca County, Minnesota, lying outside of Trunk Highway No. 169 Right of Way platted as **Parcel 309**, **MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 31-164**, according to the recorded plat thereof, said County and State.

PERMANENT EASEMENT TO BE CONVEYED

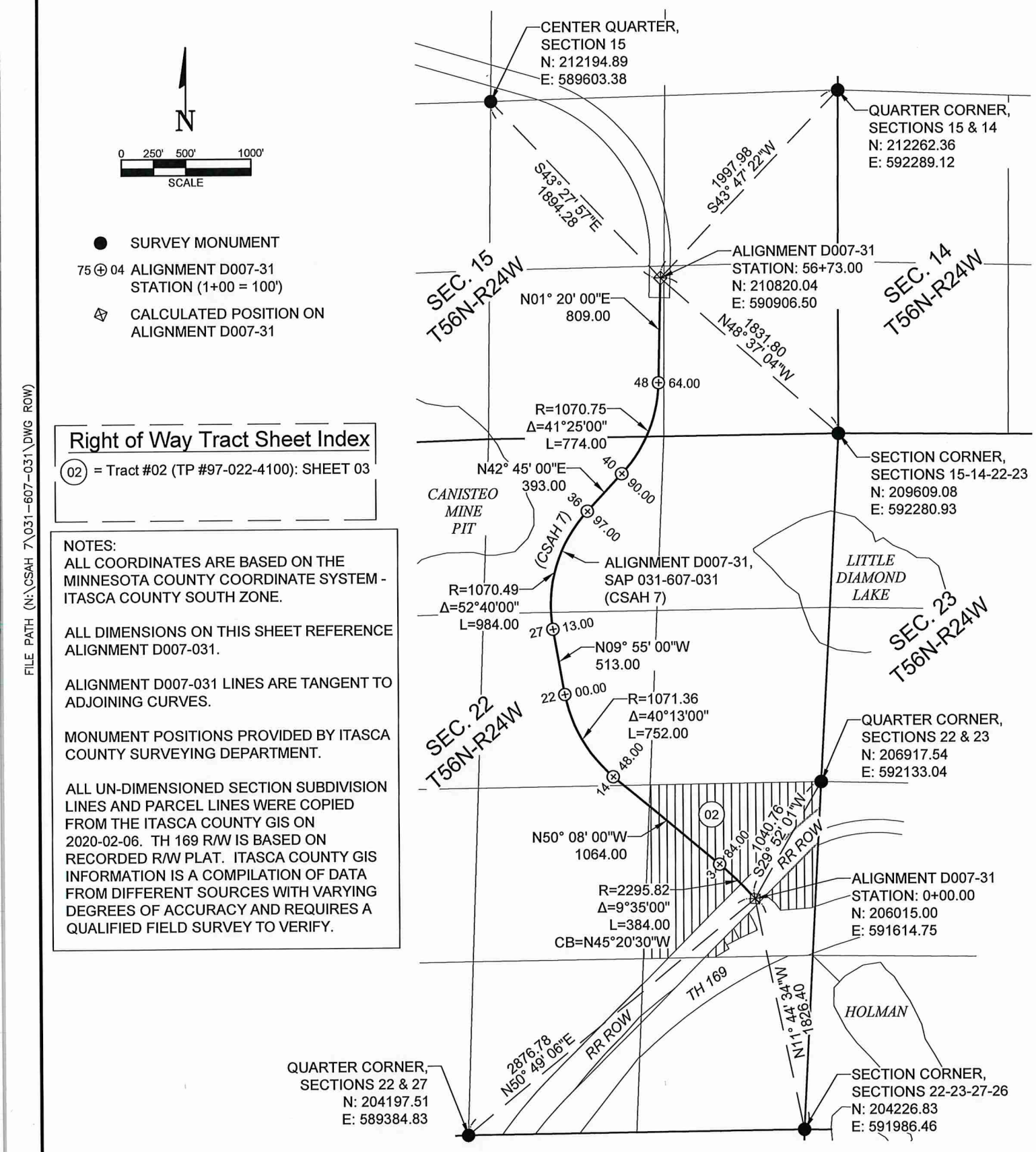
A permanent easement for highway purposes over, under, and across that part of **Tract #02** in the Northeast Quarter of the Southeast Quarter, Section 22, Township 56 North, Range 24 West, Itasca County, Minnesota, lying within 75.00 feet of **ALIGNMENT D007-31**, defined with stationing on SHEETS 02 and 03 of this **EXHIBIT T02**,

AND together with an additional 25.00 feet of permanent easement for highway purposes over, under, and across that part of said **Tract #02** in the Northeast Quarter of the Southeast Quarter lying within 100.00 feet and northeasterly of said **ALIGNMENT D007-31** between a line drawn perpendicular to said **ALIGNMENT D007-31** at **Station 7+35** and the west boundary of said **Tract #02**,

AND together with an additional 25.00 feet of permanent easement for highway purposes over, under, and across that part of said **Tract #02** in the Northeast Quarter of the Southeast Quarter lying within 100.00 feet and southwesterly of said **ALIGNMENT D007-31** between a line drawn perpendicular to said **ALIGNMENT D007-31** at **Station 10+20** and the west boundary of said **Tract #02**.

Containing 3.46 acres, more or less.

- EXHIBIT T02 -
- ALIGNMENT D007-31, SAP 031-607-031 -
CSAH 7, ITASCA COUNTY, MINNESOTA
STA. 0+00 TO STA. 56+73



Right of Way Tract Sheet Index

(02) = Tract #02 (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.

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

- EXHIBIT T02 -
- CSAH 7 EASEMENT DETAIL -
ITASCA COUNTY, MINNESOTA

● SURVEY MONUMENT

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

CALCULATED POSITION ON ALIGNMENT D007-31

REPRESENTS PERMANENT EASEMENT

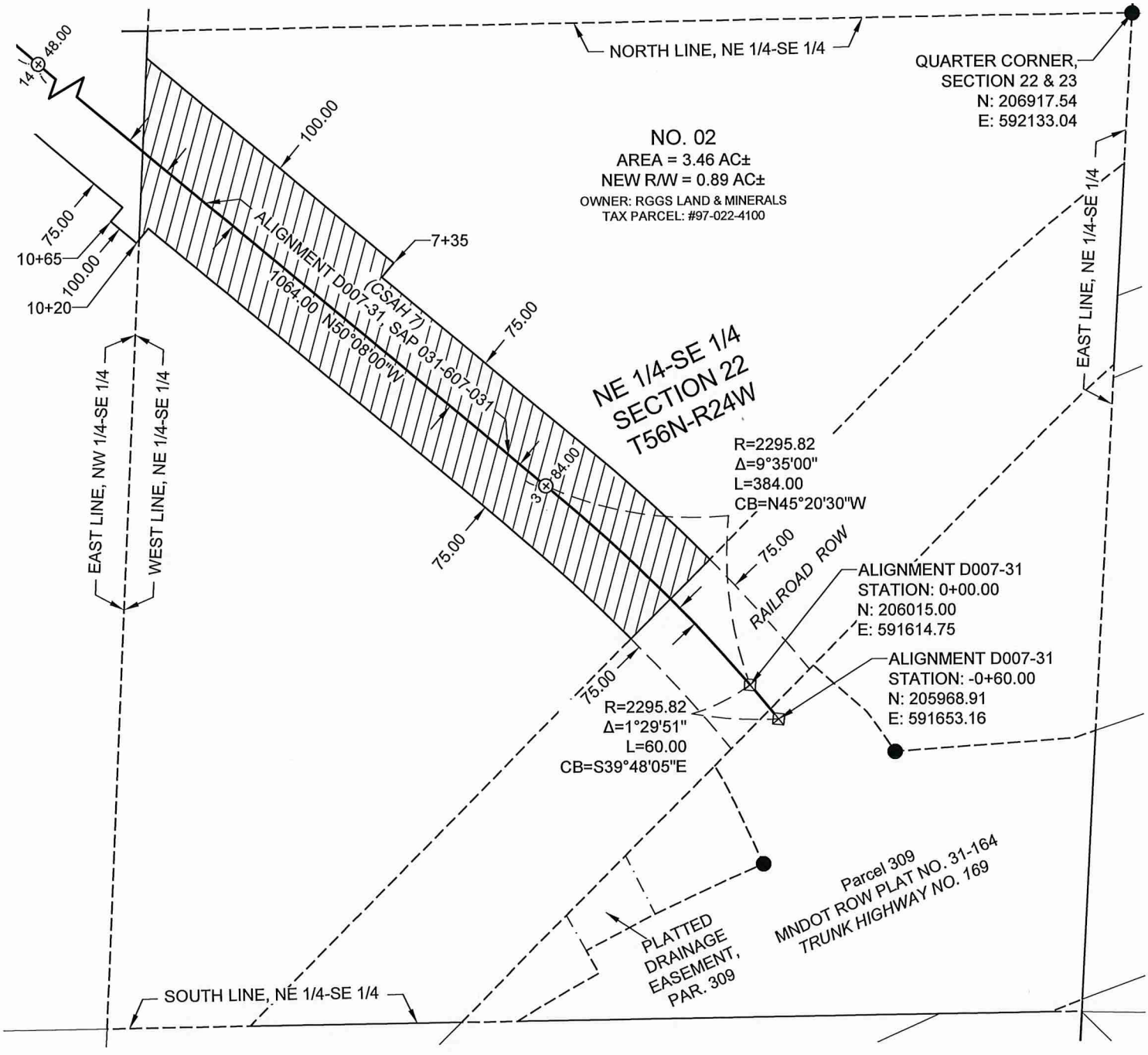
N

0 50' 100' 200'
SCALE

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.



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

RGGS_031-607-031_EX-T02_R0.DWG	DATE: 06-29-2021	SAP 031-607-031 EASEMENT	SHEET 03

- EXHIBIT T03 -
- CSAH 7 HIGHWAY EASEMENT DESCRIPTION -
Itasca County Project: SAP 031-607-031
ITASCA COUNTY, MINNESOTA

GRANTOR OWNED PROPERTY

Tract #03 (Tax Parcel #97-022-1300)
(Description based on Certificate of Title #20933, Page 107, Book 55 of Titles)
The Southwest Quarter of the Northeast 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 #03** in the Southwest Quarter of the Northeast Quarter, Section 22, Township 56 North, Range 24 West, Itasca County, Minnesota, lying within 75.00 feet of **ALIGNMENT D007-31**, defined with stationing on SHEETS 02 and 03 of this **EXHIBIT T03**,

AND together with an additional 30.00 feet of permanent easement for highway purposes over, under, and across that part of said **Tract #03** in the Southwest Quarter of the Northeast Quarter lying within 105.00 feet and northeasterly of said **ALIGNMENT D007-31** between the south line of said **Tract #03** and a line drawn perpendicular to said **ALIGNMENT D007-31** at **Station 20+00**,

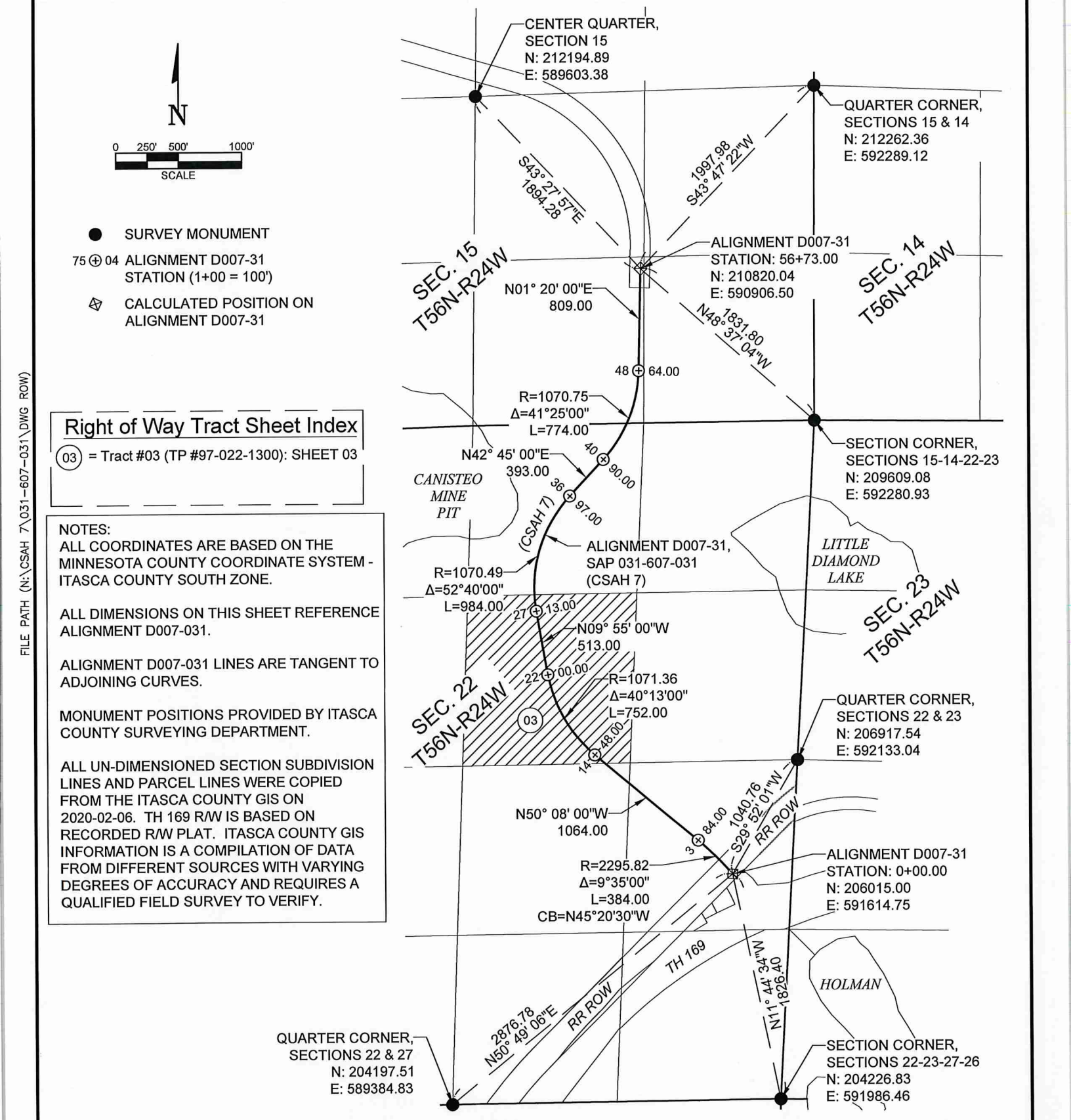
AND together with an additional 5.00 feet of permanent easement for highway purposes over, under, and across that part of said **Tract #03** in the Southwest Quarter of the Northeast Quarter lying within 80.00 feet and northeasterly of said **ALIGNMENT D007-31** between a line drawn perpendicular to said **ALIGNMENT D007-31** at **Station 27+50** and the north line of said **Tract #03**.

Containing 5.68 acres, more or less.

TEMPORARY CONSTRUCTION EASEMENT TO BE CONVEYED

AND a Temporary Construction Easement over, under, and across that part of said **Tract #03** more particularly defined on **ATTACHMENT "TE-T03"** to this **EXHIBIT T03**.

- EXHIBIT T03 -
- ALIGNMENT D007-31, SAP 031-607-031 -
CSAH 7, ITASCA COUNTY, MINNESOTA
STA. 0+00 TO STA. 56+73



Right of Way Tract Sheet Index

(03) = Tract #03 (TP #97-022-1300): 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.

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

- EXHIBIT T03 -
- CSAH 7 EASEMENT DETAIL -
ITASCA COUNTY, MINNESOTA

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

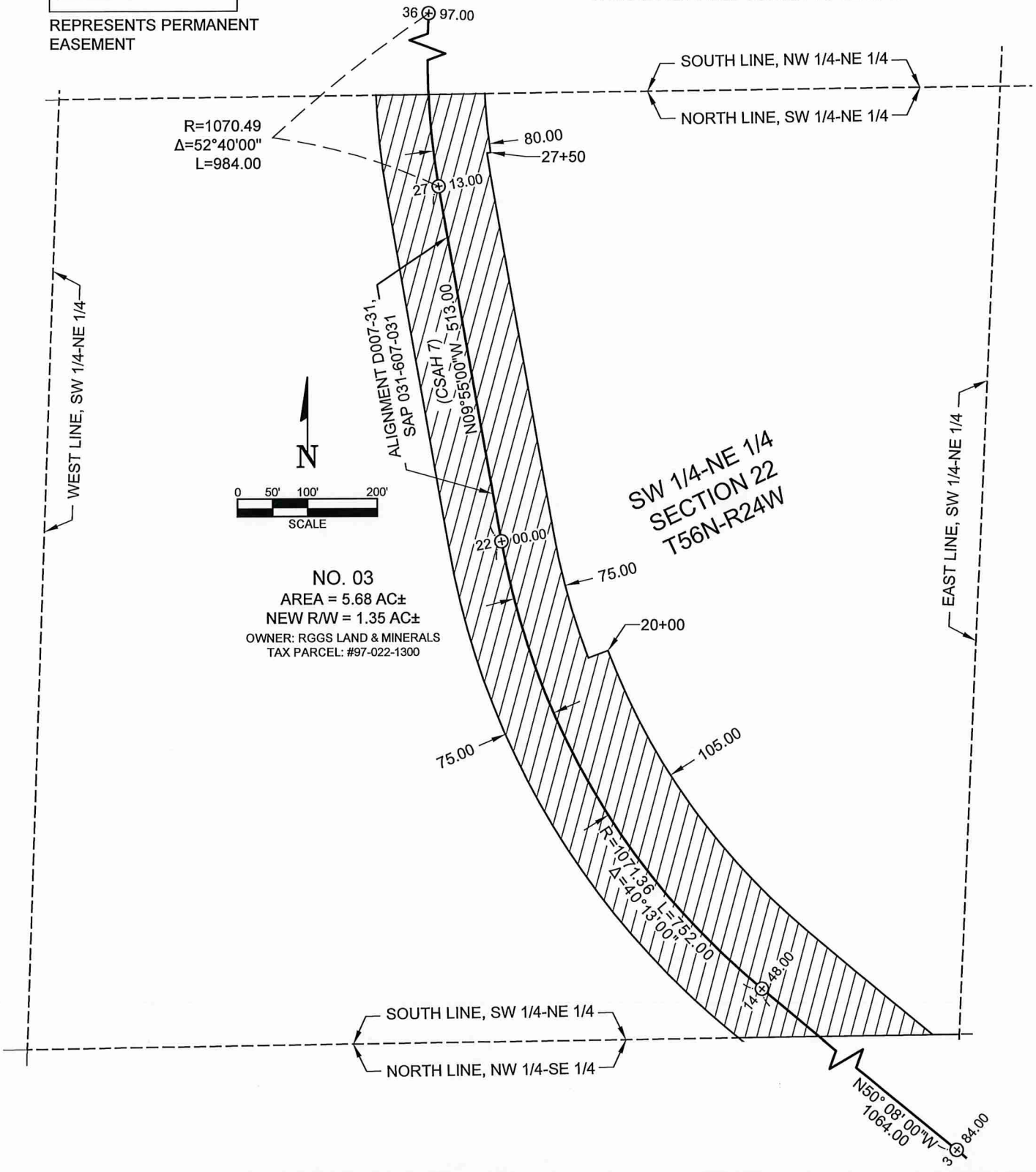
ALIGNMENT D007-31 LINES ARE TANGENT TO ADJOINING CURVES.

ALL UN-DIMENSIONED SECTION SUBDIVISION LINES AND PARCEL LINES WERE COPIED FROM THE ITASCA COUNTY GIS ON 2020-02-06. 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.

● SURVEY MONUMENT

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

REPRESENTS PERMANENT EASEMENT



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

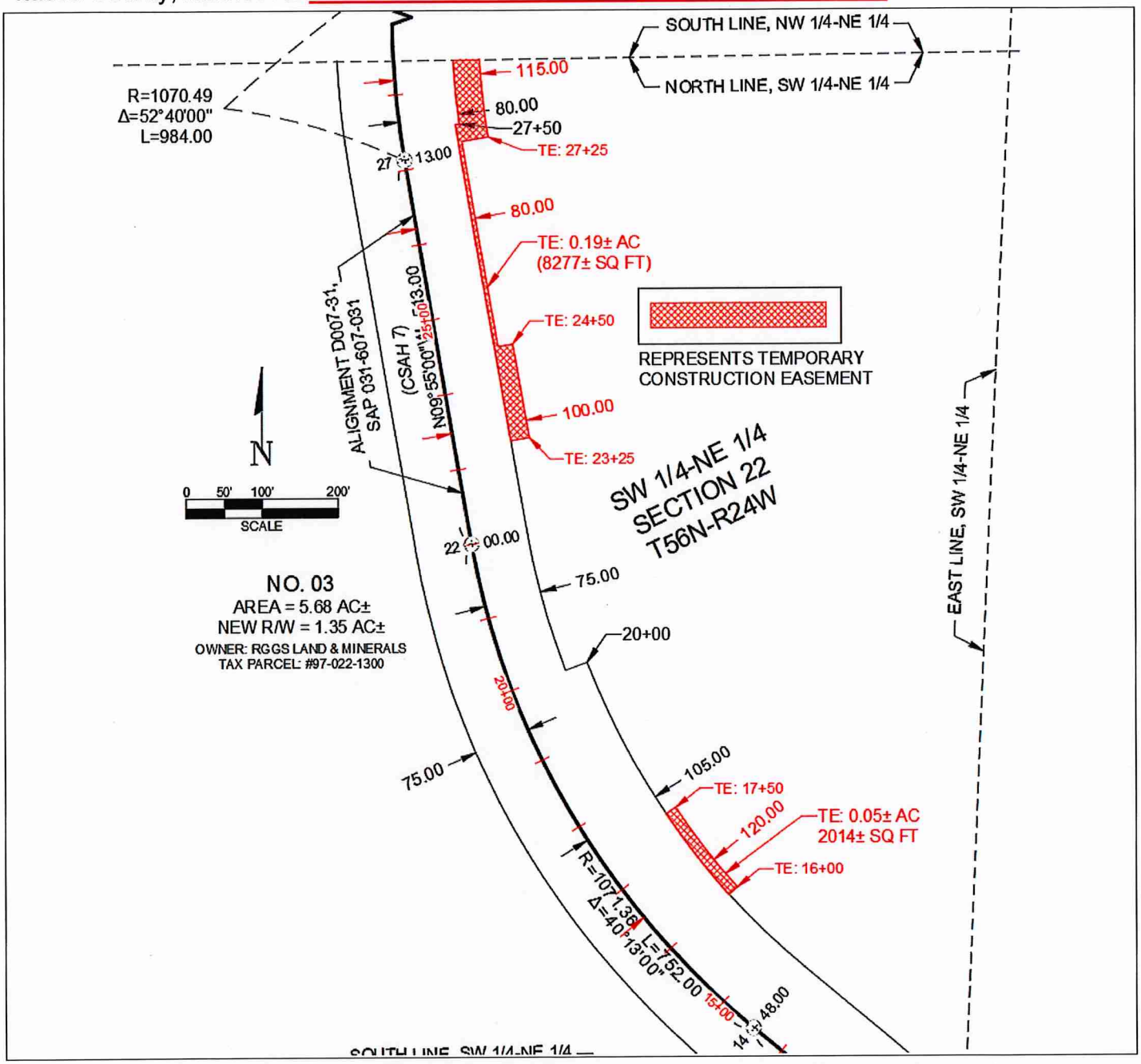
RGGS_031-607-031_EX-T03_R0.DWG	DATE: 06-29-2021	SAP 031-607-031 EASEMENT	SHEET 03

- ATTACHMENT "TE-T03" to EXHIBIT T03 -
- CSAH 7 TEMPORARY CONSTRUCTION EASEMENT -

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

Tract #03 (Tax Parcel #97-022-1300)

It is necessary that the County of Itasca use for highway purposes the real property situated in Itasca County, Minnesota **and cross hatched as shown on the map below:**



The duration of the occupancy will be temporary in nature and there will be no change in ownership of the land. The scope of work performed will include vegetation removal and slope grading for CSAH 7.

This Temporary Construction Easement shall terminate December 31st, 2022 or at the end of the project, whichever is later.

- EXHIBIT T04 -
- CSAH 7 HIGHWAY EASEMENT DESCRIPTION -
Itasca County Project: SAP 031-607-031
ITASCA COUNTY, MINNESOTA

GRANTOR OWNED PROPERTY

Tract #04 (Tax Parcel #97-022-1200)
(Description based on Certificate of Title #20906, Page 80, Book 55 of Titles)
The Northwest Quarter of the Northeast 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 #04** in the Northwest Quarter of the Northeast Quarter, Section 22, Township 56 North, Range 24 West, Itasca County, Minnesota, lying within 75.00 feet of **ALIGNMENT D007-31**, defined with stationing on SHEETS 02 and 03 of this **EXHIBIT T04**,

AND together with an additional 5.00 feet of permanent easement for highway purposes over, under, and across that part of said **Tract #04** in the Northwest Quarter of the Northeast Quarter lying within 80.00 feet and easterly of said **ALIGNMENT D007-31** between the south line of said **Tract #04** and a line drawn perpendicular to said **ALIGNMENT D007-31** at **Station 29+75**,

AND together with an additional 45.00 feet of permanent easement for highway purposes over, under, and across that part of said **Tract #04** in the Northwest Quarter of the Northeast Quarter lying within 120.00 feet and westerly of said **ALIGNMENT D007-31** between lines drawn perpendicular to said **ALIGNMENT D007-31** at **Station 31+40** and **Station 32+00**,

AND together with an additional 15.00 feet of permanent easement for highway purposes over, under, and across that part of said **Tract #04** in the Northwest Quarter of the Northeast Quarter lying within 90.00 feet and westerly of said **ALIGNMENT D007-31** between lines drawn perpendicular to said **ALIGNMENT D007-31** at **Station 32+00** and **Station 34+25**,

AND together with an additional 15.00 feet of permanent easement for highway purposes over, under, and across that part of said **Tract #04** in the Northwest Quarter of the Northeast Quarter lying within 90.00 feet and easterly of said **ALIGNMENT D007-31** between lines drawn perpendicular to said **ALIGNMENT D007-31** at **Station 31+50** and **Station 37+50**,

AND together with an additional 35.00 feet of permanent easement for highway purposes over, under, and across that part of said **Tract #04** in the Northwest Quarter of the Northeast Quarter lying within 110.00 feet and easterly of said **ALIGNMENT D007-31** between lines drawn perpendicular to said **ALIGNMENT D007-31** at **Station 37+50** and **Station 44+15**,

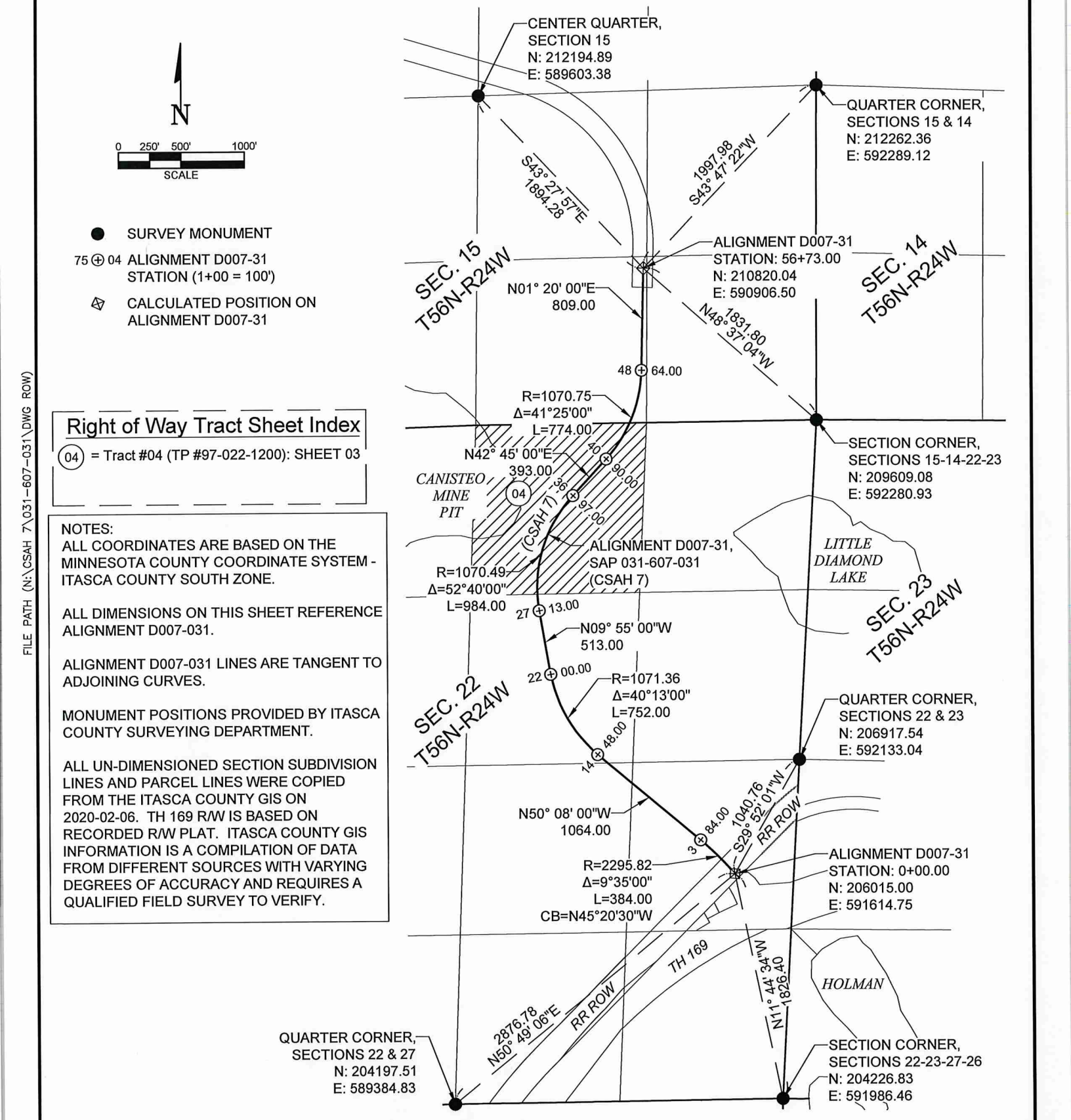
AND together with an additional area of permanent easement for highway purposes over, under, and across that part of said **Tract #04** in the Northwest Quarter of the Northeast Quarter lying easterly of said **ALIGNMENT D007-31** and lying northerly of a line drawn per perpendicular to said **ALIGNMENT D007-31** at **Station 44+15**.

Containing 6.49 acres, more or less.

TEMPORARY CONSTRUCTION EASEMENT TO BE CONVEYED

AND a Temporary Construction Easement over, under, and across that part of said **Tract #04** more particularly defined on **ATTACHMENT "TE-T04"** to this **EXHIBIT T04**.

- EXHIBIT T04 -
- ALIGNMENT D007-31, SAP 031-607-031 -
CSAH 7, ITASCA COUNTY, MINNESOTA
STA. 0+00 TO STA. 56+73



Right of Way Tract Sheet Index

(04) = Tract #04 (TP #97-022-1200): 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.

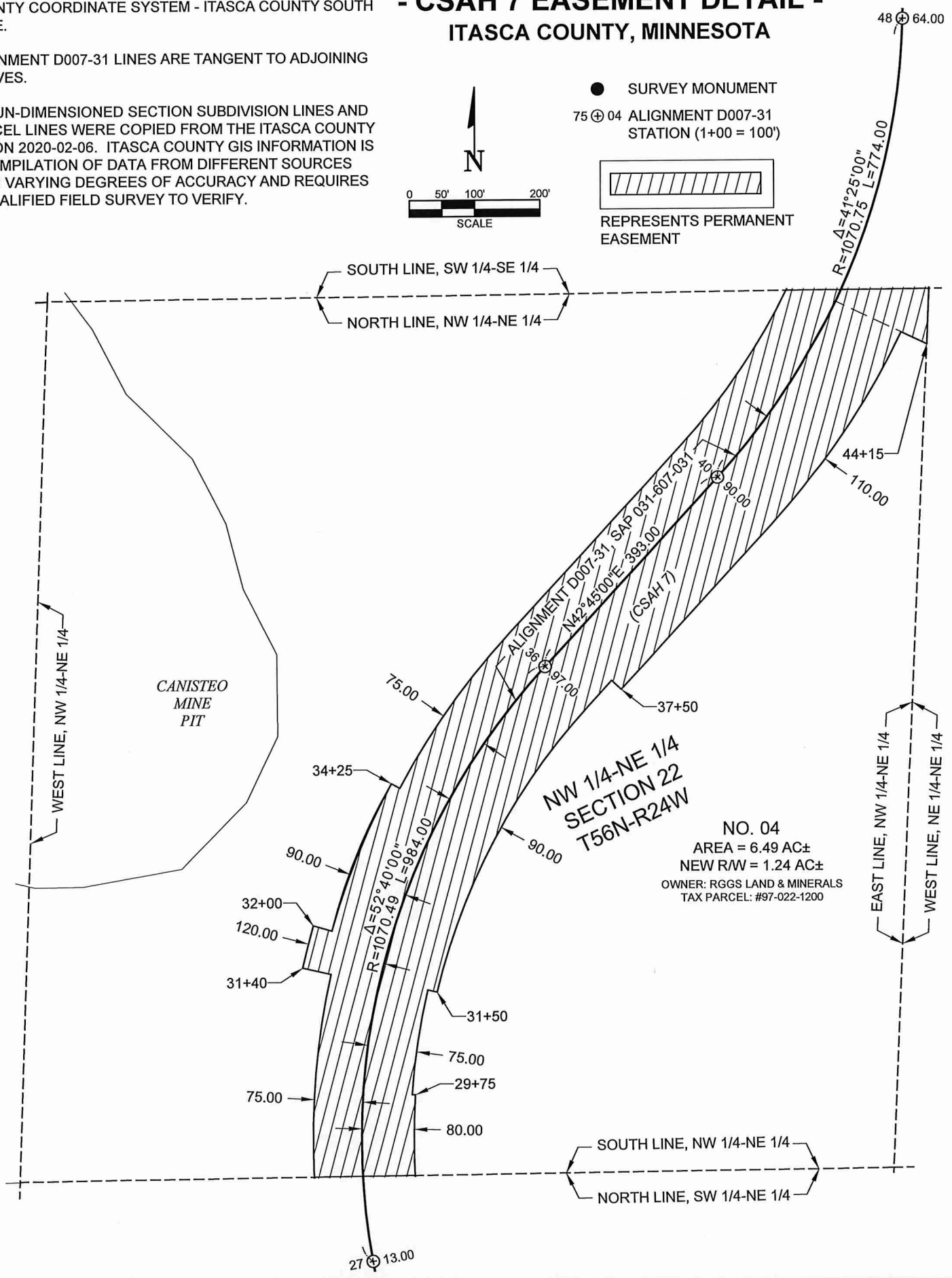
FILE PATH (N:\CSAH 7\031-607-031\DWG ROW)

- EXHIBIT T04 -
- CSAH 7 EASEMENT DETAIL -
ITASCA COUNTY, MINNESOTA

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. 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.



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

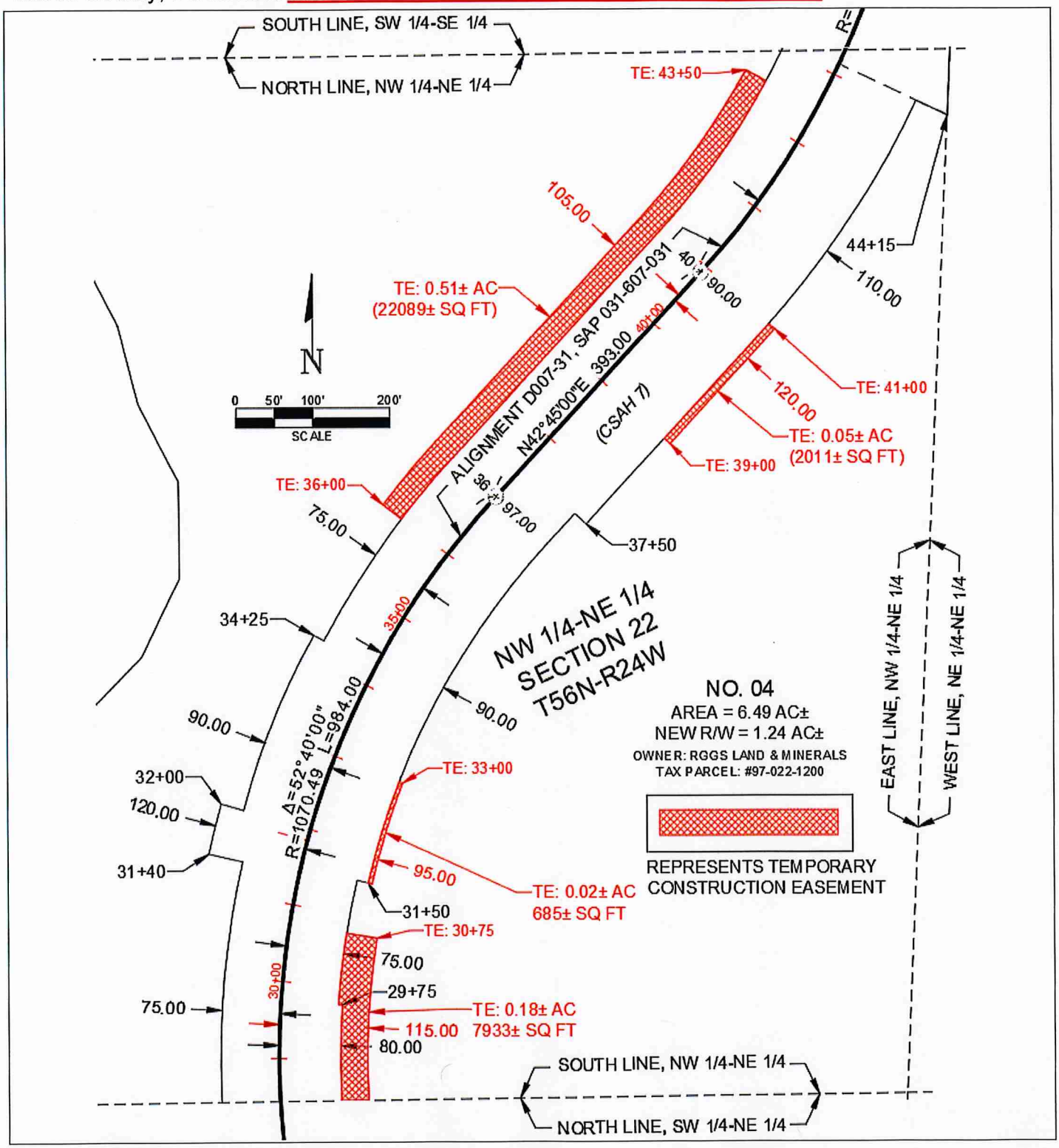
RGGS_031-607-031_EX-T04_R1.DWG	DATE: 12-16-2021	SAP 031-607-031 EASEMENT	SHEET 03

- ATTACHMENT "TE-T04" to EXHIBIT T04 -
- CSAH 7 TEMPORARY CONSTRUCTION EASEMENT -

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

Tract #04 (Tax Parcel #97-022-1200)

It is necessary that the County of Itasca use for highway purposes the real property situated in Itasca County, Minnesota **and cross hatched as shown on the map below:**



- ATTACHMENT "TE-T04" to EXHIBIT T04 -
- CSAH 7 TEMPORARY CONSTRUCTION EASEMENT -
Itasca County Project: SAP 031-607-031
ITASCA COUNTY, MINNESOTA

The duration of the occupancy will be temporary in nature and there will be no change in ownership of the land. The scope of work performed will include vegetation removal and slope grading for CSAH 7.

This Temporary Construction Easement shall terminate December 31st, 2022 or at the end of the project, whichever is later.

- EXHIBIT T06+T07 -
- CSAH 7 HIGHWAY EASEMENT DESCRIPTION -
Itasca County Project: SAP 031-607-031
ITASCA COUNTY, MINNESOTA

GRANTOR OWNED PROPERTY

Tract #06 (Tax Parcel #97-015-4400)
(Description based on Certificate of Title #20933, Page 107, Book 55 of Titles)
The Southeast Quarter of the Southeast Quarter, Section 15, Township 56 North, Range 24 West, Itasca County, Minnesota.

Tract #07 (Tax Parcel #97-015-4300)
(Description based on Certificate of Title #20906, Page 80, Book 55 of Titles)
The Southwest Quarter of the Southeast Quarter, Section 15, Township 56 North, Range 24 West, Itasca County, Minnesota.

PERMANENT EASEMENT TO BE CONVEYED

A permanent easement for highway purposes over, under, and across those parts of **Tract #06** in the Southeast Quarter of the Southeast Quarter and **Tract #07** in the Southwest Quarter of the Southeast Quarter, all in Section 15,Township 56 North, Range 24 West, Itasca County, Minnesota, lying within 75.00 feet of **ALIGNMENT D007-31** and its **NORTHERLY EXTENSION** as defined with stationing on SHEETS 02 and 03 of this **EXHIBIT T06+T07**,

AND together with an additional area of permanent easement for highway purposes over, under, and across that part of said **Tract #07** in the Southwest Quarter of the Southeast Quarter lying easterly of said **ALIGNMENT D007-31** and lying southerly of a line drawn per perpendicular to said **ALIGNMENT D007-31** at **Station 45+50**,

AND together with an additional 15.00 feet of permanent easement for highway purposes over, under, and across that part of said **Tract #07** in the Southwest Quarter of the Southeast Quarter lying within 90.00 feet and westerly of said **ALIGNMENT D007-31** and its **NORTHERLY EXTENSION** between a line drawn perpendicular to said **ALIGNMENT D007-31** at **Station 55+00** and the north line of said **Tract #07**,

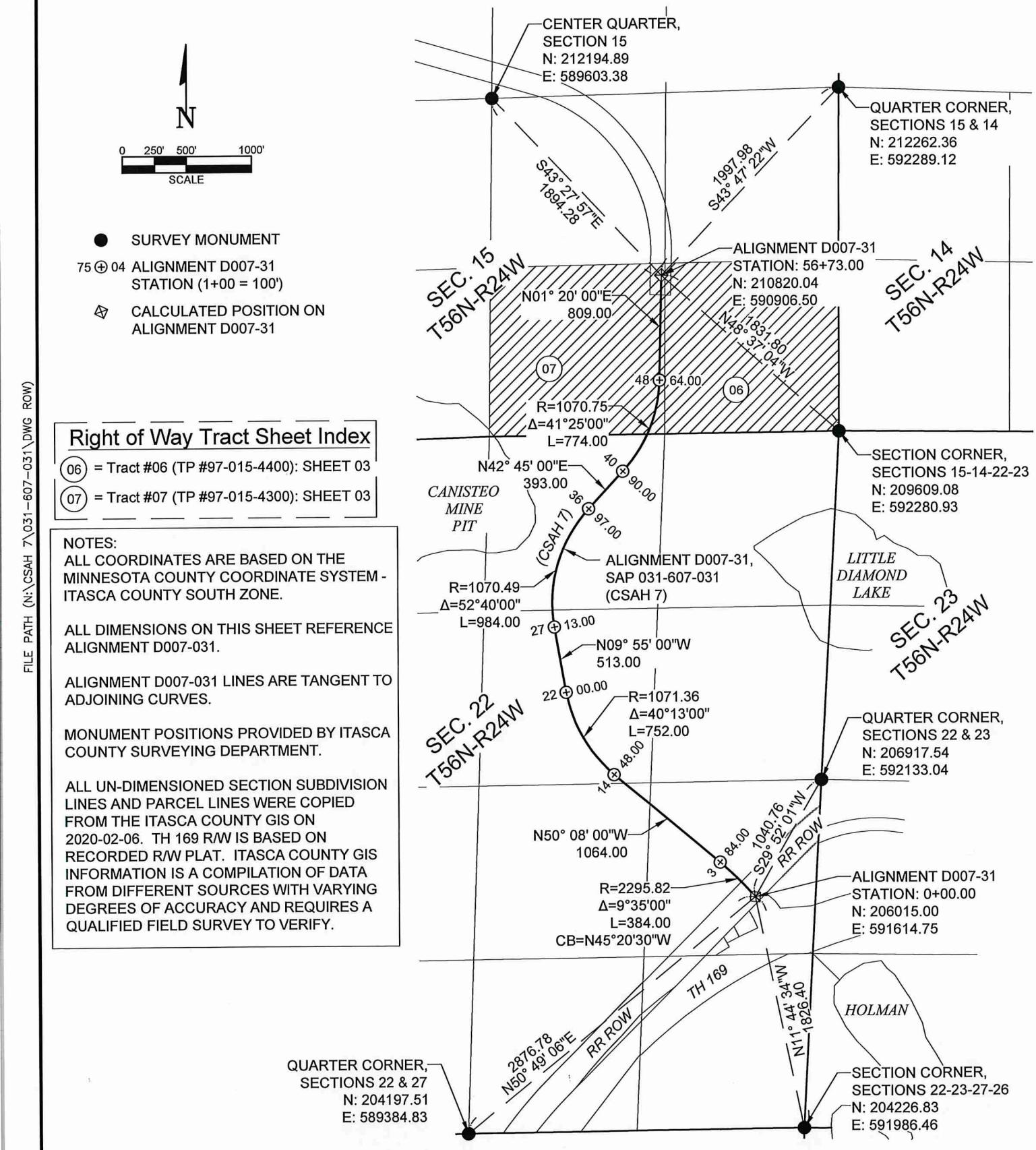
AND together with an additional 5.00 feet of permanent easement for highway purposes over, under, and across that part of said **Tract #06** in the Southeast Quarter of the Southeast Quarter lying within 80.00 feet and easterly of said **ALIGNMENT D007-31** and its **NORTHERLY EXTENSION** between a line drawn perpendicular to said **ALIGNMENT D007-31** at **Station 55+00** and the north line of said **Tract #06**.

Containing 0.97 acres, more or less, within said **Tract #06**.
Containing 3.80 acres, more or less, within said **Tract #07**.

TEMPORARY CONSTRUCTION EASEMENT TO BE CONVEYED

AND a Temporary Construction Easement over, under, and across those parts of said **Tracts #06** and **#07** more particularly defined on **ATTACHMENT "TE-T06+T07"** to this **EXHIBIT T06+T07**.

- EXHIBIT T06+T07 -
- ALIGNMENT D007-31, SAP 031-607-031 -
CSAH 7, ITASCA COUNTY, MINNESOTA
STA. 0+00 TO STA. 56+73



Right of Way Tract Sheet Index

(06) = Tract #06 (TP #97-015-4400): SHEET 03

(07) = Tract #07 (TP #97-015-4300): 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.

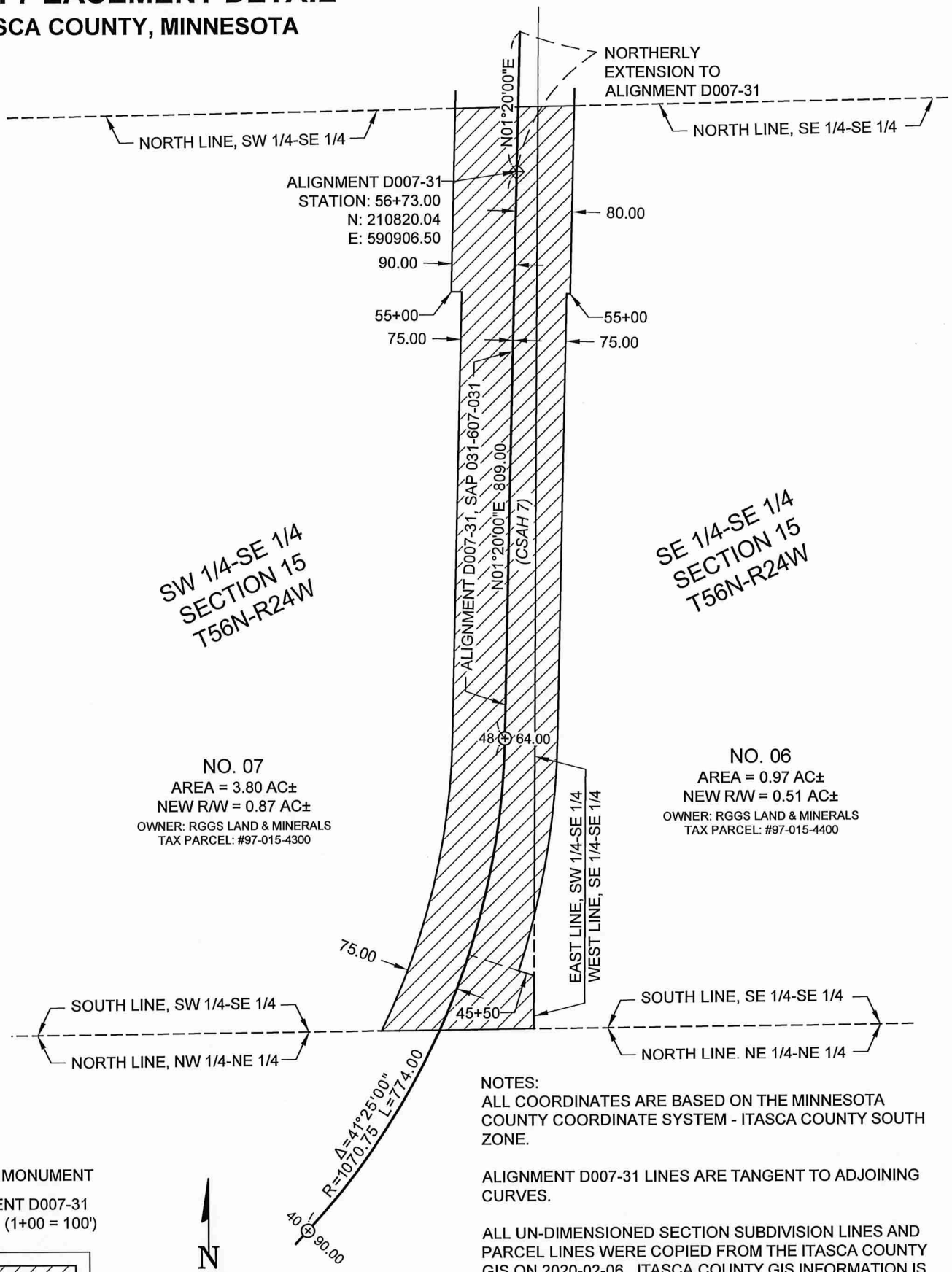
ALIGNMENT D007-031 LINES ARE TANGENT TO ADJOINING CURVES.

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.

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

- EXHIBIT T06+T07 -
- CSAH 7 EASEMENT DETAIL -
ITASCA COUNTY, MINNESOTA



NOTES:
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ALIGNMENT D007-31 LINES ARE TANGENT TO ADJOINING CURVES.

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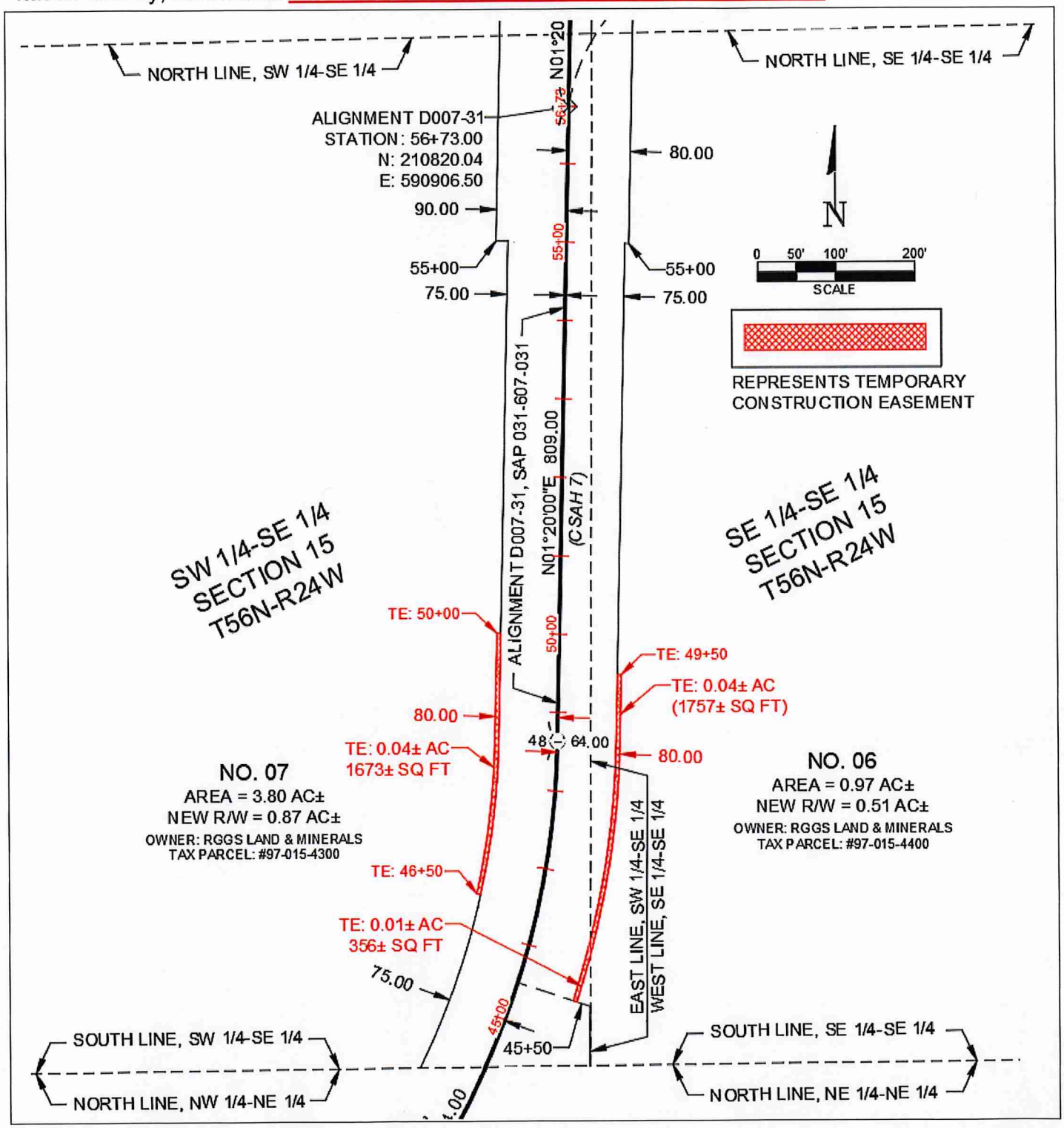
FILE PATH (N:\CSAH 7\031-607-031\DWG ROW)

- ATTACHMENT "TE-T06+T07" to EXHIBIT T06+T07 -
- CSAH 7 TEMPORARY CONSTRUCTION EASEMENT -

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

Tract #06 (Tax Parcel #97-015-4400)
Tract #07 (Tax Parcel #97-015-4300)

It is necessary that the County of Itasca use for highway purposes the real property situated in Itasca County, Minnesota **and cross hatched as shown on the map below:**



- ATTACHMENT "TE-T06+T07" to EXHIBIT T06+T07 -
- CSAH 7 TEMPORARY CONSTRUCTION EASEMENT -
Itasca County Project: SAP 031-607-031
ITASCA COUNTY, MINNESOTA

The duration of the occupancy will be temporary in nature and there will be no change in ownership of the land. The scope of work performed will include vegetation removal and slope grading for CSAH 7.

This Temporary Construction Easement shall terminate December 31st, 2022 or at the end of the project, whichever is later.

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

N

NO. 02
OWNER: RGGS LAND & MINERALS
TAX PARCEL: #97-022-4100

MNDOT ROW
TRUNK HIGHWAY NO. 169

RAILROAD ROW

ALIGNMENT D007-31
STATION: -0+60.00
N: 205968.91
E: 591653.16

Δ=9°35'00" L=384.00
CB=N45°20'30"W R=2295.82

ALIGNMENT D007-31
STATION: 0+00.00
N: 206015.00
E: 591614.75

R=2295.82
Δ=1°29'51"
L=60.00
CB=S39°48'05"E

3 ⊕ 84.00

5+00

N50°08'00"W 1064.00

10+00

14 ⊕ 48.00

15

NE 1/4-SE 1/4
SECTION 22
T56N-R24W

RAILROAD ROW

(SEE EASEMENT EXHIBITS FOR EASEMENT / ALIGNMENT LOCATION AND ADDITIONAL INFORMATION)

0 25' 50' 100'
PLAN SCALE

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

(ELEVATION DATUM: NORTH AMERICAN VERTICAL DATUM 1988)

1350
1340
1330
1320
1310

PVI STA = 0+66.98
PVI ELEV = 1333.36

NOTE:
PROFILE EXTENDS SOUTHEASTERLY TO STATION -0+60.00 AT AN ELEVATION OF 1334.45.

BVCE: 1334.28
BVCS: 0+10.86
EVCE: 1331.05
EVCS: 1+23.06
BVCS: 2+64.93
BVCE: 1325.20
EVCS: 5+73.19
EVCE: 1319.83

Finished Grade
-1.63%
Existing Grade
-4.13%

A.D. = -2.50%
K = 44.90
112.20' VC
HP STA = 0+10.86
HP ELEV = 1334.28

LP STA = 5+31.75
LP ELEV = 1319.70
A.D. = 4.77%
K = 64.68
308.27' VC

PVI STA = 4+19.00
PVI ELEV = 1318.84

0.64%
0.64%

Finished Grade
Existing Grade

CL. CULVERT
INLET EL. 1314.8
OUTLET EL. 1314.7

NOTES:
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	0+00	1+00	2+00	3+00	4+00	5+00	6+00	7+00	8+00	9+00	10+00	11+00	12+00	13+00	14+00
Exist:	1334.45	1330.42	1325.75	1321.64	1320.36	1319.11	1318.89	1319.33	1320.15	1321.14	1322.14	1322.72	1323.33	1323.84	1324.22
Plan:	**1334.45**	**1331.94**	**1327.88**	**1323.85**	**1321.04**	**1319.77**	**1320.00**	**1320.64**	**1321.28**	**1321.92**	**1322.56**	**1323.20**	**1323.84**	**1324.48**	**1325.12**

RGGS_031-607-031_PLPR_R0.DWG	PROFILE EXHIBIT: SAP 031-607-031 EASEMENT	Date: 2021-10-04	PLAN & PROFILE STATIONS: 0+00 – 14+00

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

NO. 03
OWNER: RGGS LAND & MINERALS
TAX PARCEL: #97-022-1300

Δ=40°13'00"
R=1071.36 L=752.00

15+00 20+00 25+00

14 ⊕ 48.00

22 ⊕ 00.00

N09°55'00"W 513.00

27 ⊕ 13.00

SW 1/4-NE 1/4
SECTION 22
T56N-R24W

N

0 25' 50' 100'
PLAN SCALE

(SEE EASEMENT EXHIBITS FOR EASEMENT / ALIGNMENT LOCATION AND ADDITIONAL INFORMATION)

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

(ELEVATION DATUM: NORTH AMERICAN VERTICAL DATUM 1988)

NOTES:
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1350
1340
1330
1320
1310

BVCE: 1325.27
BVCS: 14+22.70

EVCE: 1325.26
EVCS: 16+51.34

BVCS: 24+65.12
BVCE: 1319.99

PVI STA = 15+37.02
PVI ELEV = 1326.00

0.64%

-0.65%

-0.65%

-0.65%

A.D. = -1.29%
K = 177.58
228.65' VC
HP STA = 15+36.40
HP ELEV = 1325.63

Finished Grade

Existing Grade

CL. CULVERT
INLET EL. 1313.8
OUTLET EL. 1313.7

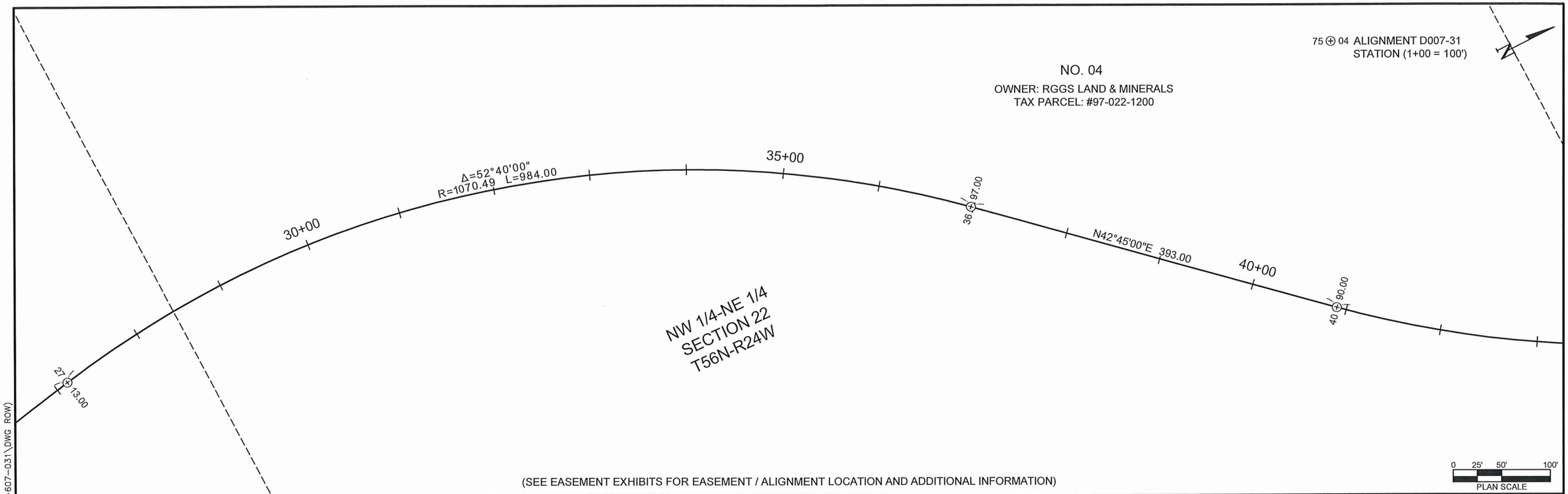
	14+00	15+00	16+00	17+00	18+00	19+00	20+00	21+00	22+00	23+00	24+00	25+00	26+00	27+00	28+00
Exist:	1324.22	1324.15	1324.31	1323.57	1322.98	1322.90	1321.85	1321.40	1321.00	1320.28	1320.20	1319.54	1319.42	1320.76	1323.56
Plan:	**1325.12**	**1325.59**	**1325.52**	**1324.95**	**1324.30**	**1323.65**	**1323.00**	**1322.36**	**1321.71**	**1321.06**	**1320.41**	**1319.82**	**1319.90**	**1320.84**	**1322.63**

RGGS_031-607-031_PLPR_R0.DWG	PROFILE EXHIBIT: SAP 031-607-031 EASEMENT	Date: 2021-10-04	PLAN & PROFILE STATIONS: 14+00 – 28+00	Sheet No. 02 of 04 Sheets

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

NO. 04

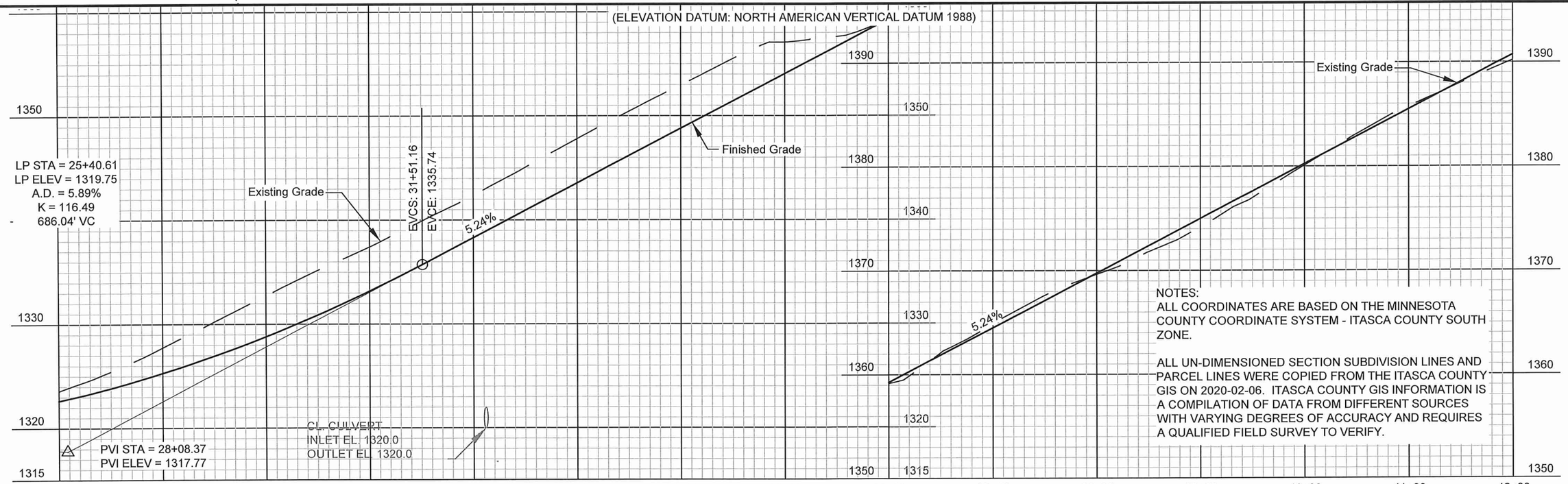
OWNER: RGGS LAND & MINERALS
TAX PARCEL: #97-022-1200



(SEE EASEMENT EXHIBITS FOR EASEMENT / ALIGNMENT LOCATION AND ADDITIONAL INFORMATION)

0 25' 50' 100'
PLAN SCALE

(ELEVATION DATUM: NORTH AMERICAN VERTICAL DATUM 1988)



NOTES:
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	28+00	29+00	30+00	31+00	32+00	33+00	34+00	35+00	36+00	37+00	38+00	39+00	40+00	41+00	42+00
Exist:	1323.56	1327.74	1332.74	1337.42	1342.36	1347.79	1352.95	1357.09	1359.18	1364.91	1369.64	1374.19	1380.09	1385.75	1390.20
Plan:	**1322.63**	**1325.29**	**1328.80**	**1333.17**	**1338.30**	**1343.54**	**1348.78**	**1354.03**	**1359.27**	**1364.51**	**1369.75**	**1374.99**	**1380.24**	**1385.48**	**1390.72**

RGGS_031-607-031_PLPR_R0.DWG	PROFILE EXHIBIT: SAP 031-607-031 EASEMENT	Date: 2021-10-04	PLAN & PROFILE STATIONS: 28+00 – 42+00	Sheet No. 03 of 04 Sheets

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

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

N

SW 1/4-SE 1/4
SECTION 15
T56N-R24W

NO. 07
OWNER: RGGS LAND & MINERALS
TAX PARCEL: #97-015-4300

Δ=41°25'00"
R=1070.75 L=774.00

45+00

48 ⊕ 64.00

50+00

N01°20'00"E 809.00

55+00

N01°20'00"E

ALIGNMENT D007-31
STATION: 56+73.00
N: 210820.04
E: 590906.50

NORTHERLY
EXTENSION TO
ALIGNMENT D007-31

NO. 06
OWNER: RGGS LAND & MINERALS
TAX PARCEL: #97-015-4400

SE 1/4-SE 1/4
SECTION 15
T56N-R24W

0 25' 50' 100'
PLAN SCALE

(SEE EASEMENT EXHIBITS FOR EASEMENT / ALIGNMENT LOCATION AND ADDITIONAL INFORMATION)

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

(ELEVATION DATUM: NORTH AMERICAN VERTICAL DATUM 1988)

NOTE:
PROFILE GRADE
CONTINUES NORTHERLY
AT 0.57% TO END OF
EASEMENT

1420
1410
1400
1390
1380

Existing Grade
Finished Grade
Existing Grade

EVCE: 1406.30
EVCS: 46+99.49

PVI STA = 44+72.39
PVI ELEV = 1405.00

BVCE: 1393.09
BVCS: 42+45.28

0.57%
0.57%
-3.24%

A.D. = -4.67%
K = 97.25
454.21' VC
HP STA = 46+99.49
HP ELEV = 1406.30

NOTES:
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	42+00	43+00	44+00	45+00	46+00	47+00	48+00	49+00	50+00	51+00	52+00	53+00	54+00	55+00	56+00	56+73
Exist:	1390.20	1394.39	1398.16	1400.83	1403.13	1404.94	1406.09	1406.27	1406.97	1407.79	1408.39	1408.88	1409.69	1410.39	1411.25	1411.86
Plan:	**1390.72**	**1395.81**	**1399.97**	**1403.11**	**1405.22**	**1406.30**	**1406.87**	**1407.44**	**1408.02**	**1408.59**	**1409.16**	**1409.73**	**1410.30**	**1410.87**	**1411.45**	**1411.86**

RGGS_031-607-031_PLPR_R0.DWG	PROFILE EXHIBIT: SAP 031-607-031 EASEMENT	Date: 2021-10-04	PLAN & PROFILE STATIONS: 42+00 – 56+73

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

Tuesday, February 8, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2165

DEPARTMENT: Transportation
PRESENTER: Karin Grandia

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Bridge Bonding Resolution

BOARD ACTION REQUESTED:
Adopt the Resolution Re: Bridge Bonding (Revised 1/20/2022).

BACKGROUND:
Periodically we must update the bridge bonding resolution for various reasons, such as the addition or completion of projects, change of year of construction, etc. The resolution is required by MnDOT as one of the first steps in obtaining bridge bonding funds from the State.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

02/01/2022

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/08/2022 2:30 PM**

02/08/2022

RESULT:	**PULLED FROM AGENDA**

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, February 8, 2022

RESOLUTION

RE: BRIDGE BONDING (REVISED 1/20/2022)

WHEREAS, Itasca County has reviewed the pertinent data on bridges requiring replacement, rehabilitation, or removal, supply by local citizenry and local units of government; and

WHEREAS, Itasca County has identified those bridges that are high priority and that require replacement, rehabilitation, or removal within the next five (5) years.

NOW THEREFORE BE IT RESOLVED, that the following bridges are high priority and Itasca County intends to replace, rehabilitate, or remove these bridges as soon as possible when funds are available:

Bridge Number	Route Number	Estimated Project Cost	Federal Funds	Local Funds	Bond Funds Needed	Construction Year
88201	CR 149	$565,000	-0-	$200,000	$365,000	2022
7108	CR 336	$1,000,000	-0-	$150,000	$850,000	2023
93290	CR 336	$1,000,000	-0-	$150,000	$850,000	2023
7109	CSAH 70	$600,000	-0-	$100,000	$500,000	2024
7110	CSAH 70	$400,000	-0-	$50,000	$350,000	2024
31513	CSAH 61	$1,000,000	-0-	$500,000	$500,000	2024
88167	Taconite Ave	$250,000	-0-	$50,000	$200,000	2025
7026	CR 439	$400,000	-0-	$50,000	$350,000	2025
7027	CSAH 68	$500,000	-0-	$100,000	$400,000	2025
7146	CSAH 17	$600,000	-0-	$100,000	$500,000	2026
88193	CR 140	$500,000	-0-	$100,000	$400,000	2026
88246	CSAH 80	$1,000,000	-0-	$200,000	$800,000	2027
31507	CSAH 71	750,000	-0-	$150,000	$600,000	2027

BE IT FURTHER RESOLVED, Itasca County does hereby request authorization to replace,

rehabilitate, or remove such bridges; and

BE IT FURTHER RESOLVED, Itasca County does hereby request financial assistance with eligible approach grading and engineering costs on township bridges, as provided by law.

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

Tuesday, February 8, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2177

DEPARTMENT: Transportation
PRESENTER: Karin Grandia

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Amendment 1 to MnDOT Detour Agreement No 1045892

BOARD ACTION REQUESTED:
Approve amendment Number 1 to the TH 2 Detour Agreement and authorize the necessary signatures.

BACKGROUND:
MnDOT performed grading, bituminous milling, bituminous reclamation and bituminous surfacing construction from 0.4 miles east of Bridge 31032 over the Prairie River to 1.97 miles east of TH 65, except the limits of the City of Warba in the summer of 2021. A detour route utilizing CSAH 3 was required for the duration of the project and approved by County Board action on February 8, 2021. There was an error in the maintenance payment language that must be corrected before the state will pay Itasca County. The payment amount is not changing. Itasca County will receive $78,839.53 for this detour.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. 1045892-1 Agr Itasca Co
2. 1045892 Detour Agr FULLY EXECUTED

02/01/2022

RESULT:	**RECOMMENDED FOR CONSENT NEXT: 02/08/2022 2:30 PM**

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

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
ITASCA COUNTY
AMENDMENT NO. 1

State Project Number (S.P.): 3104-60
State Project Number (S.P.): 3105-16
Trunk Highway Number (T.H.): 2=008

Original Amount Encumbered
$78,839.53

Amended Amount Encumbered
$0.00

Total Obligation
$78,839.53

This Amendment is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and Itasca County acting through its Board of Commissioners ("County").

Recitals

1. The State has a contract with the County identified as MnDOT Contract No. 1045892 ("Original Contract") to provide payment by the State to the County for the road life consumed by and maintenance of a detour required to carry Trunk Highway No. 2 traffic during construction performed under State Project No. 3104-60 (T.H. 2=008); and
2. This Agreement is amended to correct the Basis of State Maintenance Cost; and
3. The State and the County are willing to amend the Original Contract as stated below.

Contract Amendment

REVISION 1. Article 2.3.B is deleted in its entirety and replaced as follows:

B. Maintenance Costs. The State's detour maintenance cost will be computed by multiplying $500.00 times the county road length in miles times the detour duration in months. Fractional miles and fractional months will be used in computing the State's cost.

The terms of the Original Contract are expressly reaffirmed and are incorporated by reference. Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

[The remainder of this page has been intentionally left blank]

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15 and 16C.05.

Signed: _____

Date: _____

SWIFT Purchase Order: 3000571585

ITASCA COUNTY

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: _____

Title: County Board Chair

Date: _____

By: _____

Title: County Board Clerk

Date: _____

DEPARTMENT OF TRANSPORTATION

Approved:

By: _____
(District Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

INCLUDE COPY OF THE RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, February 9, 2021

RESOLUTION 2021-5

RE: MnDOT DETOUR AGREEMENT NO. 1045892

BE IT RESOLVED, that Itasca County enter into MnDOT Agreement No. 1045892 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the County for the use and maintenance of County State Aid Highway No. 3 as a detour route during the construction to be performed upon, along, and adjacent to Trunk Highway No. 2 from 0.4 miles east of Bridge #31032 over Prairie River to 1.97 miles east of Trunk Highway No. 65, except the limits of the City of Warba under State Project No. 3104-60 (T.H. 2=008).

BE IT FURTHER RESOLVED, that the County Board Chair and Clerk to the County Board are authorized to execute the Agreement and any amendments to the Agreement.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 9th day of February A.D. 2021 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 9th day of February A.D. 2021.

Administrator

MnDOT Contract No.: **1045892**

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
ITASCA COUNTY
DETOUR AGREEMENT
For Trunk Highway No. 2 Detour

State Project Number (S.P.): **3104-60**
State Project Number (S.P.): **3105-16**
Trunk Highway Number (T.H.): **2=008**

Original Amount Encumbered
$78,839.53

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and ITASCA COUNTY acting through its Board of Commissioners (County").

Recitals

1. The State is about to perform grading, bituminous milling, bituminous reclamation, and bituminous surfacing construction upon, along, and adjacent to Trunk Highway No.2 from 0.4 miles east of Bridge #31032 over Prairie River to 1.97 miles east of Trunk Highway No. 65, except the limits of the City of Warba under State Project No. 3104-60 (T.H. 2=008); and
2. The State requires a detour to carry T.H. 2 traffic on County State Aid Highway No. 3 during the construction; and
3. The County is willing to maintain the T.H. 2 detour; and
4. The State is willing to reimburse the County for the road life consumed by the detour and detour maintenance as hereinafter set forth; and
5. Minnesota Statutes § 471.59, subdivision 10, § 161.25, and § 161.20, subdivision 2(b), authorize the parties to enter into this Agreement.

Agreement

1. Term of Agreement;

1.1. ***Effective Date.*** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.

1.2. ***Expiration Date.*** This Agreement will expire when the State removes all detour signs, returns the temporary Trunk Highway detour to the County, and pays for the detour compensation.

2. Agreement Between the Parties

2.1. ***Detour.***

A. ***Location(s).*** The State will establish the T.H. 2 detour route on the following County road(s) as detailed in the project plans or Special Provisions:

County State Aid Highway (C.S.A.H.) No. 3 for a total distance of 18.2 miles.

B. ***Modification of the Detour Route.*** The State may modify the detour route or may add additional roadways to the official detour during construction. The State will request concurrence from the

County for changes to the detour route. If such change increases the State's total payment amount over the maximum obligation in Article 3.2, the Agreement will be amended.

A. ***Axle Loads and Over-Dimension Loads.*** The County will permit 9-ton axle loads on the detour route. Over-dimension loads will be allowed by MnDOT permit.

B. ***Traffic Control Devices.*** The State may install, maintain, and remove any traffic control devices it considers necessary to properly control the detoured traffic. The State may paint roadway markings, such as the centerline, edge lines, and necessary messages.

C. ***Duration.*** The State will provide the County with advance notice identifying the dates the State intends to place and remove the detour signing.

2.2. ***Maintenance.***

A. The County will maintain the portion of the detour that is on City streets/County roads, and furnish all necessary labor and materials, to the satisfaction of the State's District Maintenance Engineer at Duluth.

B. ***County's Failure to Adequately Maintain.*** If the County fails to adequately maintain the detour as provided in Section 2.2.A. of this Agreement, of which failure the State will be the sole judge, the State may perform such work or cause it to be performed, as the State's District Maintenance Engineer considers necessary, to properly and adequately maintain the T.H. 2 detour. The State may retain the cost of such maintenance from any moneys then due, or thereafter becoming due, to the County under this Agreement. This paragraph will not be construed to relinquish any rights of action that may accrue on behalf of the State against the County for any breach of agreement.

2.3. ***Basis of State Cost.***

A. ***Road Life Consumed.*** The State will reimburse the County for the road life consumed by the detour using the following methods, as set forth in the Detour Management Study Final Report dated January 1991, and updated by MnDOT's Policy on Cost Participation for Cooperative Construction Projects and Maintenance Responsibilities between MnDOT and Local Units of Government.

i. The "Gas Tax Method" formula, multiplies the Combined Tax Factor per mile times the Average Daily Traffic ("ADT") count of vehicles diverted from the Trunk Highway times the county road length in miles times the duration of the detour in days to determine the State's cost for the road life consumed by the detour. If an ADT changes, the parties will amend the Agreement.

ii. The County may, at its option, perform an "Equivalent Overlay Method" analysis. A State-approved firm, at no cost or expense to the State, must perform the testing and analysis. The County will keep records and accounts to verify any claim it might bring against the State for additional costs using the "Equivalent Overlay Method".

B. ***Maintenance Costs.*** The State's detour maintenance cost will be equal to the amount computed by using the "Gas Tax Method" formula under Section 2.3.A.

3. Payment

The State's payment consists of the sum of the road life consumed and maintenance amounts.

3.1. ***For Road Life Consumed.*** The State's total payment for the road life consumed by the detour is equal to the amount computed by using the "Gas Tax Method" formula plus any amount determined by using the "Equivalent Overlay Method" analysis that is in excess of twice the "Gas Tax Method" amount.

The State's estimated cost for the road life consumed by the detour is based on the data below:

Tax Factor	ADT	Road Length (Miles)	Duration (Days)	Cost
0.00513	4010	18.2	117	$43,804.53
			Road Life Consumed Amount:	$43,804.53

3.2. ***For Maintenance.*** **$35,035.00** is the State's estimated cost for detour maintenance based on $500.00 multiplied times a County road length of 18.2 miles times a detour duration of 3.85 months.

The State may retain the cost of State performed detour maintenance, as provided for in Section 2.2 of this Agreement, from any moneys then due, or thereafter becoming due, to the County under this Agreement.

3.3. ***Total Payment and Maximum Obligation.***

A. **$78,839.53** is the State's estimated payment for road life consumed (**$43,804.53**) and maintenance (**$35,035.00**).

B. **$120,000** is the maximum obligation of the State under this Agreement and must not be exceeded unless the maximum obligation is increased by execution of an amendment to this Agreement.

3.4. ***Conditions of Payment.*** The State will pay the County the State's total road life consumed and maintenance payment amount after performing the following conditions.

A. Execution of this Agreement and the County's receipt of the executed Agreement.

B. State's encumbrance of the State's total payment amount.

C. State's removal of all detour signs.

D. State notifies the County of the removal of the detour signs, and the number of days the detour was in effect.

E. State's receipt of a written request from the County for payment.

4. Release of Road Restoration Obligations

By accepting the State's road life consumed and maintenance payment plan and total payment amount, the County releases the State of its obligation, under Minnesota Statutes § 161.25, to restore the County roads used as a T.H. 2 detour to as good condition as they were before designation as temporary trunk highways.

5. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

5.1. The State's Authorized Representative will be:

Name, Title: Morris Luke, Assistant District Traffic Engineer (or successor)
Address: 1123 Mesaba Ave., Duluth, MN 55811
Telephone: (218) 725-2778
E-Mail: morris.luke@state.mn.us

5.2. The County's Authorized Representative will be:

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

6. Assignment; Amendments, Waiver; Contract Complete

6.1. ***Assignment.*** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

6.2. ***Amendments.*** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

6.3. ***Waiver.*** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.

6.4. ***Contract Complete.*** This Agreement contains all prior negotiations and agreements between the State and the County. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

7. Liability

The County and State will be responsible for their own acts and omissions, to the extent authorized by law. Minnesota Statutes § 3.736 governs the State's liability. Minnesota Statutes, Chapter 466 governs the liability of the County.

8. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the County's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

9. Government Data Practices

The County and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the County under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the County or the State.

10. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11. Termination; Suspension

11.1. ***By Mutual Agreement.*** This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.

11.2. ***Termination for Insufficient Funding.*** The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued

at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the County. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the County will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

11.3. ***Suspension.*** In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance, and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

12. Force Majeure

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

[The remainder of this page has been intentionally left blank]

MnDOT Contract No.: **1045892**

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15 and 16C.05.

Signed: Nicole Peszynski Digitally signed by Nicole Peszynski Date: 2021.02.22 10:07:42 -06'00'

Date:

SWIFT Purchase Order: 3000571585

ITASCA COUNTY

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: Burl ives (Feb 12, 2021 12:30 CST)

Title: County Board Chair

Date: Feb 12, 2021

By: Brett Skyles (Feb 12, 2021 13:21 CST)

Title: County Board Clerk

Date: Feb 12, 2021

DEPARTMENT OF TRANSPORTATION

Approved:

By: Duane Hill Digitally signed by Duane Hill Date: 2021.01.20 12:52:31 -06'00'

(District Engineer)

Date:

COMMISSIONER OF ADMINISTRATION

By: Ryan Gaulke Digitally signed by Ryan Gaulke Date: 2021.02.26 11:10:48 -06'00'

(With Delegated Authority)

Date:

INCLUDE COPY OF THE RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, February 9, 2021

RESOLUTION 2021-5

RE: MnDOT DETOUR AGREEMENT NO. 1045892

BE IT RESOLVED, that Itasca County enter into MnDOT Agreement No. 1045892 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the County for the use and maintenance of County State Aid Highway No. 3 as a detour route during the construction to be performed upon, along, and adjacent to Trunk Highway No. 2 from 0.4 miles east of Bridge #31032 over Prairie River to 1.97 miles east of Trunk Highway No. 65, except the limits of the City of Warba under State Project No. 3104-60 (T.H. 2=008).

BE IT FURTHER RESOLVED, that the County Board Chair and Clerk to the County Board are authorized to execute the Agreement and any amendments to the Agreement.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 9th day of February A.D. 2021 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 9th day of February A.D. 2021.

Administrator

PLEASE SIGN: MnDOT Detour Agreement No 1045892

Final Audit Report 2021-02-12

Created:	2021-02-12
By:	Amanda Schultz (amanda.schultz@co.itasca.mn.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsaseMsGrEFogCobAlbGUTpWg8Bglzpml

"PLEASE SIGN: MnDOT Detour Agreement No 1045892" History

Document created by Amanda Schultz (amanda.schultz@co.itasca.mn.us)
2021-02-12 - 4:10:15 PM GMT- IP address: 205.149.148.138

Document emailed to Burl ives (burl.ives@co.itasca.mn.us) for signature
2021-02-12 - 4:11:55 PM GMT

Email viewed by Burl ives (burl.ives@co.itasca.mn.us)
2021-02-12 - 6:29:40 PM GMT- IP address: 156.99.197.216

Document e-signed by Burl ives (burl.ives@co.itasca.mn.us)
Signature Date: 2021-02-12 - 6:30:37 PM GMT - Time Source: server- IP address: 156.99.197.216

Document emailed to Brett Skyles (brett.skyles@co.itasca.mn.us) for signature
2021-02-12 - 6:30:39 PM GMT

Email viewed by Brett Skyles (brett.skyles@co.itasca.mn.us)
2021-02-12 - 7:20:33 PM GMT- IP address: 205.149.148.138

Document e-signed by Brett Skyles (brett.skyles@co.itasca.mn.us)
Signature Date: 2021-02-12 - 7:21:00 PM GMT - Time Source: server- IP address: 205.149.148.138

Agreement completed.
2021-02-12 - 7:21:00 PM GMT

Adobe Sign

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

Tuesday, February 8, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2180

DEPARTMENT: Transportation
PRESENTER: Rachel Metelak

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Contract 59602 - City of Bigfork - Ash Street/Rajala Mill Rd. Reconstruction Final Payment Request

BOARD ACTION REQUESTED:
Approve final payment for the City of Bigfork - Ash Street/Rajala Mill Rd., a road reconstruction project, and authorize the County Board Chairperson and Clerk to the County Board to sign the necessary documents.

BACKGROUND:
Casper Construction, Inc. has completed the road reconstruction project on Ash Street and Rajala Mill Rd. in Bigfork and it is recommended that final payment be processed.

Bid Amount: $731,743.65
Final Amount: $682,145.30

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Contract 59602 - Closeout Packet for Board
2. Certificate for Final Payment - Contract 59602 FULLY EXECUTED

02/01/2022

RESULT:	**RECOMMENDED FOR CONSENT NEXT: 02/08/2022 2:30 PM**

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

CERTIFICATE FOR FINAL PAYMENT

State of Minnesota

Project No.: SAP 031-596-002

County of Itasca

Contract No.: 59602

The County Board of Itasca County hereby recognizes that the work done by Casper Construction, Inc. of Grand Rapids, MN, under contract with Itasca County, made and entered into on March 23, 2021, relating to the furnishing of materials, and/or, the construction of the above-named project has been completed.

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

Dated: _____, 2022

Signed: _____

Chairman, Itasca County Board

_____

Clerk to the County Board

CERTIFICATE OF PERFORMANCE FORM

County of Itasca

Project No.: SAP 031-596-002
City of Bigfork – Ash Street/Rajala Mill Rd. Reconstruction

Name of Contractor: Casper Construction, Inc.

Contract No.: 59602

Total Value of Work: $682,145.30

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

1-21-2022
Date

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

cc County Auditor
State Aid Engineer
County Highway Engineer

** Required for all State Aid and Federal Aid Projects

Contract Number: 031-596-002
Pay Request Number: 5

Project Number	Project Description
031-596-002	Bigfork - Ash Street/Rajala Mill Rd. - Reconstruction

Contractor:	Casper Construction, Inc. 212 SE 10th Street Grand Rapids, MN 55744	**Vendor Number:** **Up To Date:**	000107790 01/20/2022

Contract Amount		**Funds Encumbered**	
Original Contract	$731,743.65	Original	$731,743.65
Contract Changes	$19,957.85	Additional	N/A
Revised Contract	$751,701.50	Total	$731,743.65

Work Certified To Date	
Base Bid Items	$662,187.45
Contract Changes	$19,957.85
Material On Hand	$0.00
Total	$682,145.30

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
$0.00	$682,145.30	$0.00	$648,038.03	$34,107.27	$682,145.30
	Percent: Retained: 0%			Percent Complete: 90.75%	

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

Approved By
Rachel Metelak
County/City/Project Engineer

1/21/2022
Date

Approved By Casper Construction, Inc.
Tom Ahn
Contractor

01/20/2022
Date

Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2021-06-28	$285,511.90	$14,275.60	$271,236.30
2	2021-07-28	$138,300.10	$6,915.00	$131,385.10
3	2021-08-06	$234,271.65	$11,713.58	$222,558.07
4	2021-11-02	$24,061.65	$1,203.09	$22,858.56
5	2022-01-20	$0.00	($34,107.27)	$34,107.27

Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
Non-Participating		$54,707.85	$0.00	$51,972.46	$2,735.39	$54,707.85
Participating		$627,437.45	$0.00	$596,065.57	$31,371.88	$627,437.45

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
1	LRIP	$31,371.88			$627,437.45
2	IRRRB	$2,735.39			$54,707.85

Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	1	2021.501	MOBILIZATION	LS	$41,000.00	1	0	$0.00	1	$41,000.00
Base Bid	2	2104.502	SALVAGE SIGN	EACH	$40.00	5	0	$0.00	5	$200.00
Base Bid	3	2104.503	REMOVE CURB & GUTTER	LIN FT	$2.00	48	0	$0.00	15	$30.00
Base Bid	4	2104.503	REMOVE PIPE CULVERTS	LIN FT	$4.50	703	0	$0.00	686	$3,087.00
Base Bid	5	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	$2.00	630	0	$0.00	601	$1,202.00
Base Bid	6	2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	$1.00	6236	0	$0.00	6439	$6,439.00
Base Bid	7	2105.604	GEOGRID	SQ YD	$4.00	5700	0	$0.00	5700	$22,800.00
Base Bid	8	2106.507	COMMON EMBANKMENT (CV) (P)	CU YD	$3.00	663	0	$0.00	663	$1,989.00
Base Bid	9	2106.507	EXCAVATION - COMMON (P)	CU YD	$14.00	3296	0	$0.00	3296	$46,144.00
Base Bid	10	2112.519	SUBGRADE PREPARATION	RDST	$180.00	18	0	$0.00	18	$3,240.00
Base Bid	11	2118.509	AGGREGATE SURFACING CLASS 5	TON	$24.50	466	0	$0.00	386	$9,457.00
Base Bid	12	2123.51	MOTOR GRADER	HOUR	$200.00	10	0	$0.00	10	$2,000.00
Base Bid	13	2123.51	ROLLER	HOUR	$155.00	10	0	$0.00	10	$1,550.00

Contract Item Status

Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	14	2211.509	AGGREGATE BASE (CV) CLASS 5	TON	$19.25	5136	0	$0.00	5136	$98,868.00
Base Bid	15	2215.504	FULL DEPTH RECLAMATION - 6 inch	SQ YD	$1.10	4260	0	$0.00	4469	$4,915.90
Base Bid	16	2301.602	DRILL & GROUT DOWEL BAR (EPOXY COATED)	EACH	$18.00	12	0	$0.00	0	$0.00
Base Bid	17	2357.506	BITUMINOUS MATERIAL TACK COAT	GAL	$3.00	567	0	$0.00	567	$1,701.00
Base Bid	18	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)	TON	$88.00	2572	0	$0.00	2356.24	$207,349.12
Base Bid	19	2451.507	GRANULAR BACKFILL (CV)	CU YD	$36.50	70	0	$0.00	105	$3,832.50
Base Bid	20	2501.502	12" GS PIPE APRON	EACH	$175.00	18	0	$0.00	20	$3,500.00
Base Bid	21	2501.502	12" RC PIPE APRON	EACH	$1,015.00	4	0	$0.00	4	$4,060.00
Base Bid	22	2501.502	15" GS PIPE APRON	EACH	$200.00	4	0	$0.00	2	$400.00
Base Bid	23	2501.502	15" RC PIPE APRON	EACH	$1,180.00	6	0	$0.00	6	$7,080.00
Base Bid	24	2501.503	12" CS PIPE CULVERT	LIN FT	$33.00	324	0	$0.00	362	$11,946.00
Base Bid	25	2501.503	12" RC PIPE CULVERT	LIN FT	$57.25	58	0	$0.00	58	$3,320.50
Base Bid	26	2501.503	15" CS PIPE CULVERT	LIN FT	$47.75	38	0	$0.00	38	$1,814.50
Base Bid	27	2501.503	15" RC PIPE CULVERT	LIN FT	$53.25	108	0	$0.00	112	$5,964.00
Base Bid	28	2501.503	INSTALL 15" CS PIPE CULVERT	LIN FT	$22.00	58	0	$0.00	0	$0.00
Base Bid	29	2502.502	4" PRECAST CONCRETE HEAD WALL	EACH	$400.00	4	0	$0.00	3	$1,200.00
Base Bid	30	2502.503	4" PERF TP PIPE DRAIN	LIN FT	$13.00	1350	0	$0.00	1349	$17,537.00
Base Bid	31	2503.618	4" INSULATION	SQ FT	$8.75	352	0	$0.00	320	$2,800.00
Base Bid	32	2504.602	ADJUST GATE VALVE & BOX	EACH	$400.00	1	0	$0.00	4	$1,600.00
Base Bid	33	2504.602	ADJUST GATE VALVE & BOX	EACH	$400.00	4	0	$0.00	8	$3,200.00
Base Bid	34	2506.602	ADJUST FRAME AND RING CASTING	EACH	$775.00	6	0	$0.00	6	$4,650.00
Base Bid	35	2506.602	ADJUST FRAME AND RING CASTING	EACH	$775.00	1	0	$0.00	0	$0.00
Base Bid	36	2521.518	4" CONCRETE WALK	SQ FT	$5.40	3827	0	$0.00	4121	$22,253.40

Contract Item Status

Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	37	2521.518	6" CONCRETE WALK	SQ FT	$6.80	2695	0	$0.00	2365	$16,082.00
Base Bid	38	2521.518	8" CONCRETE WALK	SQ FT	$8.00	851	0	$0.00	1135	$9,080.00
Base Bid	39	2531.503	CONCRETE CURB & GUTTER DESIGN B418	LIN FT	$18.80	1992	0	$0.00	1991	$37,430.80
Base Bid	40	2531.503	CONCRETE CURB & GUTTER DESIGN B624	LIN FT	$26.00	48	0	$0.00	0	$0.00
Base Bid	41	2531.504	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	$74.00	32	0	$0.00	18.7	$1,383.80
Base Bid	42	2531.604	8" CONCRETE VALLEY GUTTER	SQ YD	$80.00	27	0	$0.00	27	$2,160.00
Base Bid	43	2531.604	CONCRETE DRAINAGE FLUME	SQ YD	$250.00	6	0	$0.00	6	$1,500.00
Base Bid	44	2531.618	TRUNCATED DOMES	SQ FT	$52.00	44	0	$0.00	44	$2,288.00
Base Bid	45	2563.601	TRAFFIC CONTROL	LUMP SUM	$2,400.00	1	0	$0.00	1	$2,400.00
Base Bid	46	2564.502	INSTALL SIGN	EACH	$140.00	5	0	$0.00	5	$700.00
Base Bid	47	2573.501	EROSION CONTROL SUPERVISOR	LUMP SUM	$500.00	1	0	$0.00	1	$500.00
Base Bid	48	2573.501	STABILIZED CONSTRUCTION EXIT	LUMP SUM	$2,500.00	1	0	$0.00	0	$0.00
Base Bid	49	2573.502	CULVERT END CONTROLS	EACH	$90.00	20	0	$0.00	16	$1,440.00
Base Bid	50	2573.502	STORM DRAIN INLET PROTECTION	EACH	$100.00	1	0	$0.00	0	$0.00
Base Bid	51	2573.503	SEDIMENT CONTROL LOG TYPE STRAW	LIN FT	$4.00	1973	0	$0.00	2039	$8,156.00
Base Bid	52	2574.507	COMMON TOPSOIL BORROW (CV)	CU YD	$50.00	160	0	$0.00	0	$0.00
Base Bid	53	2575.501	TURF ESTABLISHMENT	LUMP SUM	$5,000.00	1	0	$0.00	1	$5,000.00
Base Bid	54	2575.523	RAPID STABILIZATION METHOD 3	M GALL ON	$800.00	40	0	$0.00	0	$0.00
Base Bid	55	2575.604	ROLLED EROSION PREVENTION CATEGORY 25	SQ YD	$2.25	663	0	$0.00	712.5	$1,603.13
Base Bid	56	2575.604	ROLLED EROSION PREVENTION CATEGORY 74	SQ YD	$10.00	40	0	$0.00	0	$0.00
Base Bid	57	2582.503	4" DASHED LINE multi comp	LIN FT	$0.60	674	0	$0.00	675	$405.00

Contract Item Status

Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	58	2582.503	4" SOLID LINE multi comp	LIN FT	$0.40	6714	0	$0.00	6072	$2,428.80
Base Bid	69	2465.601	RELOCATE UTILITY	LS	$30,000.00	1	0	$0.00	0.75	$22,500.00
Base Bid Totals:								**$0.00**		**$662,187.45**

Project Category Totals

Project	Category	Amount This Request	Amount To Date
031-596-002	Participating	$0.00	$627,437.45
031-596-002	Non Participating	$0.00	$34,750.00

Contract Change Item Status

Project	CC	CC#	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
031-596-002	CO	1	70	2504.603	INSTALL WATERMAIN	L F	$397.93	21.5	0	$0.00	21.5	$8,555.50
031-596-002	CO	2	71	2105.607	STOCKPILE CONTAMINATED SOIL (LV) (SpecBook 16 item used only for bid-history pricing)	C Y	$33.24	343	0	$0.00	343	$11,402.35
Contract Change Totals:										**$0.00**		**$19,957.85**

Contract Total	**$682,145.30**

Contract Change Totals

Number	Description	Amount This Request	Amount To Date
2	Casper Const does extra work related to excavating, loading, transporting and handling appx 343 CY of contaminated soils from watermain and sanitary sewer work at Ash St sta 100+70. Soils assumed to be contaminated were hauled to nearby stockpile location at Rajala Mill. Majority of Work was done on 6/24 and 6/25. MPCA was notified on 6/24. Material testing/sampling was completed on site on 6/25.	$0.00	$11,402.35
1	Casper Const does extra work on city watermain at Ash St appx sta 101+35; city tried to isolate watermain repair area (appx sta 100+70) and found that GV for north leg (river crossing) was missing, and there was no GV at the hydrant at sta 101+40. City asked Casper to repair 8" pvc watermain, install 8x8x8 tee, install GV and box, 8x6 reducer, blocking, etc. Work was done on June 24, 2021.	$0.00	$8,555.50

Material On Hand Additions					
Line	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line	Item	Description	Date	Added	Used	Remaining

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

Tuesday, February 8, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2204

DEPARTMENT: Transportation
PRESENTER: Rachel Metelak

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Bid Award for Contract 66010 - CSAH 60, CSAH 7, & Shamrock Drive - Road Reconstruction Projects

BOARD ACTION REQUESTED:
Award Contract 66010 for CSAH 60 - Grading, Aggregate Base & Bituminous Surfacing, CSAH 60 - Bituminous Paving & Aggregate Shouldering, CSAH 7 - Grading, Aggregate Base & Bituminous Surfacing, and City of Taconite - Shamrock Drive - Street Improvements to William J. Schwartz and Sons, Inc. in the amount of $4,140,647.19 and authorize the required signatures on the contract documents.

BACKGROUND:
Bids were opened on January 25, 2022 at 11:00 a.m. Results of that bid opening are provided below:

Engineer's Estimate	4,010,011.99
William J. Schwartz and Sons, Inc.	4,125,650.79
Casper Construction, Inc.	4,454,000.00
Ulland Brothers, Inc.	4,477,893.30
TNT CONSTRUCTION GROUP LLC	4,478,900.00
KGM Contractors, Inc.	4,922,663.85
Shamrock Drive - Alternate 1	14,996.40

The City of Taconite would like to proceed with awarding Alternate 1 along with the base bid, totaling $4,140,647.19 for Contrat 66010

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. CONTRACT 66010 - unsigned

02/01/2022

RESULT:	**RECOMMENDED FOR CONSENT NEXT: 02/08/2022 2:30 PM**

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

CONTRACT 66010
CSAH 7 – GRADING, AGGREGATE BASE & BITUMINOUS SURFACING
CSAH 60 - GRADING, AGGREGATE BASE & BITUMINOUS SURFACING
CSAH 60 – BITUMINOUS PAVING & AGGREGATE SHOULDERING
CITY OF TACONITE – SHAMROCK DRIVE – STREET IMPROVEMENTS

S T A T E OF M I N N E S O T A

C O U N T Y O F I T A S C A

CONTRACT
HIGHWAY CONSTRUCTION

This agreement, made this 8th day of February, 2022 between the County of Itasca in the State of Minnesota, party of the first part, hereinafter called the County, and William J. Schwartz and Sons, Inc. of Bovey MN, party of the second part, hereinafter called the Contractor. Witnesseth, that the Contractor, for and in consideration of the payment or payments herein specified by the County to be made, hereby covenants and agrees to furnish all materials (except such as are specified to be furnished by the County), all necessary tools and equipment and to do and perform all the work and labor in the construction of the CSAH 60, CSAH 7 and Shamrock Drive road reconstruction projects, as shown on approved plans. The price and compensation set forth and specified in the proposal signed by the Contractor and hereto attached are hereby made a part of this agreement. Said work to be done and performed in accordance with the Plans, Specifications, and Special Provisions therefore on file in the office of the County Auditor of said County, which Plans, Specifications, and Special Provisions are hereby made a part of this agreement.

The Contractor further covenants and agrees that he will commence work on or after April 4, 2022, and will have same completed in every respect to the satisfaction and approval of the County, by the following date:

June 15, 2023

IN WITNESS WHEREOF, The County has caused these presents to be executed and the Contractor has hereunto subscribed his name.

Dated at 4:00 P.M. , this 8th , day of February , 2022

County of Itasca

By: _____

Terry Snyder, Chairperson County Board

_____

Jeffrey Walker, County Auditor / Treasurer

Contractor

By: _____

William J. Schwartz and Sons, Inc. Contractor

Approved as to form and execution this _____ Day of _____ , 2022

_____

Matti Adam, County Attorney

_____

Brett Skyles, Clerk of County Board

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

Tuesday, February 8, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2162

DEPARTMENT: Land Department
PRESENTER: Cindy Shevich

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Sale of Tax-Forfeited Land to the City of Calumet

BOARD ACTION REQUESTED:
Adopt the Resolution Re: Sale of Tax-forfeited Land to the City of Calumet, which approves sale of Lots 22-27, Block 3 ORIGINAL TOWNSITE OF THE VILLAGE OF CALUMET under the terms provided in Minnesota Statute 282.01, Subd. 1a para. (d) for a price of $250.00 plus all associated costs.

BACKGROUND:
The City of Calumet has requested purchase of tax-forfeited land legally described as Lots 22-27, Block 3, ORIGINAL TOWNSITE OF THE VILLAGE OF CALUMET for the amount of $250.00. Minnesota Statute 282.01, Subd. 1a (d) allows sale of non-conservation tax-forfeited land to an incorporated governmental subdivision for less than the market value if the county board determines that
(1) a reduced price will lead to the development of affordable housing,
(2) the governmental subdivision has documented its specific plans for developing affordable housing and the specific law that empowers it to acquire real property in furtherance of the plans.
The Itasca County Board of Commissioners has classified the above described property as non-conservation land. The City of Calumet has submitted a plan for developing affordable housing (see attached MOU).

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. MOU Habit for Humanity
2. Resolution City

02/01/2022

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/08/2022 2:30 PM**

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

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, February 8, 2022

RESOLUTION 2022-12

RE: SALE OF TAX-FORFEITED LAND TO THE CITY OF CALUMET

WHEREAS, the City of Calumet has requested purchase of tax-forfeited land legally described as Lots 22-27, Block 3 ORIGINAL TOWNSITE OF THE VILLAGE OF CALUMET for the amount of $250.00 and,

WHEREAS, Minnesota Statute 282.01, Subd. 1a (d) allows sale of non-conservation tax-forfeited land to an incorporated governmental subdivision for less than the market value if the county board determines that

(1) that a reduced price will lead to the development of affordable housing,

(2) that the governmental subdivision has documented its specific plans for developing affordable housing and the specific law that empower it to acquire real property in furtherance of the plans; and

WHEREAS, the City of Calumet has submitted a plan for developing affordable housing (see Attached MOU), and the specific law that empower it to acquire real property in furtherance of the plans (see Attached Resolution); and

WHEREAS, the Itasca County Board of Commissioners has classified the above described property as non-conservation land, and has determined that a reduced price will lead to development of affordable housing; and

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. (d) for a price of $250.00 plus all associated costs.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 8th day of February A.D. 2022 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 8th day of February A.D. 2022.

Administrator

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CALUMET AND ITASCA COUNTY HABITAT FOR HUMANITY

I. PURPOSE

This Memorandum of Understanding ("MOU") is entered into by and between the City of Calumet, Minnesota (hereinafter "City") and the Itasca County Habitat for Humanity (hereinafter "Habitat") for the purpose of setting forth an agreement whereby the City will acquire five vacant, tax-forfeited lots within the Calumet city limits which will in turn be sold to Habitat to be used by Habitat for affordable housing.

II. TERMS OF AGREEMENT

This agreement covers the period from the date of this agreement through Habitat building on and selling to a Partner Family.

A. The City agrees to:

1. Sponsor and submit to the Itasca County Board of Commissioners and Application and Use Plan, prepared by Habitat and signed by the City, requesting the transfer of State Deeds to the City of Calumet, an authority specifically granted to the City pursuant to Minn. Stat. Sec. 282.01, Subd. 1a, of the following tax-forfeited parcel:

Parcel No.	Proposed Price
87-410-0330 (Lots 22-27 Block 3)	$ 250.00

2. Upon approval by the Itasca County Board, the City will purchase the tax-forfeited lots at the proposed price.
3. Once the City receives the deed from the State of Minnesota, the City will deed the parcels to Habitat at the City's cost (approximately $500).

B. Habitat agrees to:

1. Prepare an Application and Use Plan for the City to submit to the Itasca County Board of Commissioners.

2. Upon approval of the Application and Use Plan and subsequent to purchase of the tax-forfeited lots by the City, Habitat agrees to purchase the lots from the City at the City's cost and create affordable housing to be sold to low-income families.

III. GENERAL PROVISIONS

A. **Licenses, Permits and Laws.** Habitat represents and warrants to the City that it has and will maintain throughout the life of this Agreement all appropriate licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Habitat to perform under this agreement. Failure of Habitat to comply with this provision shall

authorize the City to immediately terminate this Agreement. Habitat shall comply with any and all applicable federal, state and local laws, regulations, order and resolutions affecting the services covered by this agreement, including, but not limited to, the Americans with Disabilities Act.

B. **Time**. Neither party shall be considered to be in default of this agreement to the extent performance or delayed by any cause, present or future, which is beyond the reasonable control of the party.

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

D. **Relationship of the Parties.** The parties agree that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties or as constituting either party as the agent, representative or employee of the other for any purposes or in any manner whatsoever. The personnel of the parties, engaged in the performance of the Agreement, shall not be considered employees of the other party for purposes of unemployment compensation, workers' compensation, or any other employment-related matters.

E. **Termination.** Notwithstanding anything contained herein to the contrary, each party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party prior to the date it wishes to terminate this Agreement.

Dated: 1/20/2022

CITY OF CALUMET

By: April Sericke

Its: City Clerk

Dated: 1/18/2022

ITASCA COUNTY HABITAT FOR HUMANITY

By: [signature]

Its: Executive Director

CITY OF CALUMET
RESOLUTION NUMBER 21-10-19

STATE OF MINNESOTA
COUNTY OF ITASCA
CITY OF CALUMET

A RESOLUTION REQUESTING CONVEYANCE OF TAX-FORFEITED TRUST PARCEL #87-410-0330 FOR AN AUTHORIZED PUBLIC USE

WHEREAS, the City of Calumet has requested purchase of the following described tax-forfeited land for the sum of $250.00:
Lots 22-27 Block 3 of the original town site of the Village of Calumet, Itasca County, Minnesota for the purpose of creating affordable housing; and

WHEREAS, Minnesota Statute 282.01 Subd. 1a. (d) allows sale of non-conservation tax-forfeited land to a governmental subdivision for less than the market value if the County Board determines that a reduced price will lead to development of the affordable housing, the governmental subdivision has documented its specific plans for developing affordable housing and the specific law that empower it to acquire real property in furtherance of the plans (see attached); and

WHEREAS, the City of Calumet is a governmental subdivision which is authorized to purchase and sell real or personal property under Minnesota Statute 469.012. The City is eligible, with the approval of the County Board, to purchase non-conservation tax-forfeited lands for less than their market value for the purpose of developing affordable housing by Minnesota Statute 282.01, Subd. 1a, para (d) (1).

WHEREAS, the City of Calumet has entered into an agreement with the Itasca County Habitat for Humanity whereby the City of Calumet will pursue the purchase of the tax-forfeited parcels, which subsequently Itasca County Habitat for Humanity will construct affordable housing to income qualified Itasca County families (see attached plan); and

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF CALUMET respectfully requests that Itasca County withhold the property from sale. The City of Calumet also requests, that the Itasca County Board consider approving conveyance of said tax-forfeited trust parcel #87-410-0330 to the City of Calumet for $250.00, as provided for under Minnesota Statute 282.01 Subd. 1a. (d), for the authorized public use of creating affordable housing.

Upon vote taken, the following voted: For: Mayor Tuorila, Councilmembers Zaren, Strand, Pitts and Vaudrin. Against: none

Whereupon, said Resolution Number 21-10-19 was declared duly passed and adopted this 19th day of October, 2021.

By: John Tuorila, Mayor

Attest: April Serich, City Clerk

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

Tuesday, February 8, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2203

DEPARTMENT: Sheriff
PRESENTER: Vic Williams

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Snowmobile Safety Enforcement Grant Agreement FY21-23

BOARD ACTION REQUESTED:
Authorize the Itasca County Board Chair Terry Snyder and Itasca County Administrator Brett Skyles to sign the Snowmobile Safety Enforcement Grant Agreement between Itasca County and the State of MN DNR for the grant cycle of FY2022 & FY2023.

BACKGROUND:
This is a two year grant agreement that will compensate up to $8,868.00 each year for the next two years (total grant $17,736.00). This grant helps cover the extra costs associated with snowmobile patrol and conducting educational programs in Itasca County.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. ITASCA COUNTY - SSE GRANT CONTRACT

02/01/2022

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/08/2022 2:30 PM**

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

Itasca County Sheriff's Office

Encumbrance Form

GENERAL INFORMATION:

Requestor:	**Chuck Niska**
Description:	**SNOWMOBILE SAFETY ENFORCEMENT GRANT**

CONTRACT INFORMATION:

anna.cass@co.itasca.mn.us

Total Contract Amount:	**$ 17,736.00**
Effective Date:	**July 1, 2021**
Expiration Date:	**June 30, 2023**
Vendor Name:	**Itasca County Sheriff's Office**
Vendor Address:	**440 NE 1st Avenue, Grand Rapids, MN 55744**
Vendor #	**0000197296 001**
Contract #:	206580
PO #:	**FY2022:** 3-203161 **FY2023:**

FUNDING INFORMATION:

Fiscal Year	Speedchart	Fund	FinDeptID	AppropID	Account	CC1	CC2	Amount
2022		**2101**	**R2937714**	**R297404**	**441302**	**27822**		**$ 8,868.00**
2023		**2101**	**R2937714**	**R297404**	**441302**	**27822**		**$ 8,868.00**
INCOMING GRANTS OR PROJECT COSTING *(IF APPLICABLE)*		**PC Bus Unit**	**Project**	**Activity**	**Source Type**	**Category**	**Sub Category**	
Line 1						**84101501**		**$ 8,868.00**
Line 2								
Line 3								

STATE OF MINNESOTA
GRANT CONTRACT

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources ("STATE") and Itasca County Sheriff's Office, 440 NE 1st Avenue, Grand Rapids, MN 55744 ("GRANTEE").

Recitals Section

1. Under Minn. Stat. 84.024, the State is empowered to enter into this grant.
2. The State, under Laws of Minnesota 2021, First Special Session, Article 1, Section 3, Subdivision 7(d), is authorized to provide reimbursement grants to counties to cover costs related to labor and equipment in the enforcement of snowmobile enforcement laws, rules and regulations, as well as holding staff training in the same, and providing local youth training classes, in the manner described in the Grantee's Proposed Budget.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minn.Stat.§16B.98, Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract

1 Term of Grant Contract

1.1 ***Effective date:***
July 1, 2021. Per Minn.Stat.§16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract is fully executed.

1.2 ***Expiration date:***
June 30, 2023 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 ***Survival of Terms.***
The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

1.4 Notwithstanding Minn.Stat.§ 16A.41, expenditures made on or after July 1, 2021 are eligible for reimbursement unless otherwise provided.

2 Grantee's Duties

The Grantee, who is not a state employee, will:
Comply with required grants management policies and procedures set forth through Minn.Stat.§16B.97, Subd. 4(a)(1). The Grantee will be reimbursed once annually, for only eligible **Snowmobile Safety Enforcement (SSE) Safety Grant** activities, including one or more of the following:

- Grantee staff time to participate in SSE activities, including attendance at training classes, also holding local safety training education programs for local participants. Training of Grantee staff working to enforce any SSE related law, rule or regulation is **MANDATORY.**
- Purchase of snowmobiles for use in patrolling;
- Snowmobile maintenance, fuel and enforcement related costs;
- Trailers, trailer maintenance and repair (**not** costs related to towing vehicle repair)
- Helmets and other related protective gear (no standard uniforms or equipment);
- Purchase other equipment dedicated **SOLELY** to Snowmobile Safety Enforcement work.

- Submit **ANNUAL** Performance Reports and Reimbursement Requests for each year of participation in this Program. All needed documents to accomplish this are posted on the DNR website. The Grantee will be responsible for the administration, supervision, management, record keeping and program oversight required for the work performed under this grant contract. Further, the Grantee is responsible for maintaining an adequate conflict of interest policy. Throughout the term of this grant contract, the Grantee shall monitor and report any actual, potential or perceived conflicts of interest to the State's Authorized Representative.
- **POST on the Grantee's website, a copy of the two-page performance report, in accordance with 2009 Laws of Minnesota, Chapter 37, Article 1, Section 4, Subdivision 1.**

3 Time

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

4 Consideration and Payment

4.1 ***Consideration.***

The State will pay for all services performed by the Grantee under this grant contract as follows:

(a) Compensation

The Grantee will be reimbursed up to **$ 8,868.00** in state fiscal year 2022, for expenses incurred between July 1, 2021 (the effective date of the grant) and June 30, 2022, and **$ 8,868.00** in fiscal year 2023, for expenses incurred between July 1, 2022, and June 30, 2023, as determined by the grant funding formula.

(b) Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed **$ 17,736.00**

4.2 ***Payment***

(a) Invoices

The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:

Invoices for state fiscal year 2022 must be submitted **before June 30, 2023**.
Invoices for state fiscal year 2023 must be submitted **before June 30, 2024**.

Only submit **ONE** invoice for the total expenses incurred during each state fiscal year.

5 Conditions of Payment

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

Eligible reimbursement costs may not exceed **$ 8,868.00** prior to July 1, 2023.
Eligible reimbursement costs may not exceed **$ 8,868.00** prior to July 1, 2024.

6 Authorized Representative

The State's Authorized Representative is Adam Block, Boating Law Administrator, MN DNR Division of Enforcement, 500 Lafayette Road, St. Paul, MN, 55155-4047, adam.block@state.mn.us, or his successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Anna Cass, Itasca County Sheriff's Office, 440 NE 1st Avenue, Grand Rapids, MN 55744 218-327-7421, anna.cass@co.itasca.mn.us. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Contract Complete

7.1 ***Assignment***

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

7.2 ***Amendments***

Any amendments to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

7.3 ***Waiver***

If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

7.4 ***Grant Contract Complete***

This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10 Government Data Practices and Intellectual Property Rights

10.1 ***Government Data Practices***

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in

this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

11 Workers Compensation

The Grantee certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 Publicity and Endorsement

12.1 ***Publicity***

Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

12.2 ***Endorsement***

The Grantee must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination

14.1 ***Termination by the State***

The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 ***Termination for Cause***

The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 ***Termination for Insufficient Funding***

The State may immediately terminate this grant contract if:

(a) It does not obtain funding from the Minnesota Legislature.

(b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

14.4 ***Additional alternate termination language may be negotiated on a case by case basis after the state agency has consulted with their legal and finance teams.***

15 Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. '' 16A.15 and 16C.05

Signed: Tara Rose Digitally signed by Tara Rose Date: 2022.01.20 16:37:02 -06'00'

Date:

SWIFT Contract/PO No(s). 206580/3-203161

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By:

Title:

Date:

By:

Title:

Date:

3. STATE AGENCY

By:

(with delegated authority)

Title:

Date:

Distribution:
Agency
Grantee
State's Authorized Representative

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

Tuesday, February 8, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2205

DEPARTMENT: Sheriff
PRESENTER: Vic Williams

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Off Highway Vehicle Enforcement Grant Agreement FY21-23

BOARD ACTION REQUESTED:
Authorize Board Chair Terry Snyder and Administrator Brett Skyles to sign the Off Highway Vehicle Enforcement Grant between Itasca County and the Minnesota Department of Natural Resources (DNR).

BACKGROUND:
This grant agreement will compensate for up to $20,423.00 each year for the next two years (total grant $40,846.00). This grant helps cover the extra costs associated with OHV patrol in Itasca County.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. ITASCA COUNTY - OHV GRANT CONTRACT

02/01/2022

RESULT:	**RECOMMENDED FOR CONSENT NEXT: 02/08/2022 2:30 PM**

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

Encumbrance Form

GENERAL INFORMATION:

Requestor: Chuck Niska
Description: Off Highway Vehicle Safety Grant

CONTRACT INFORMATION:

Vic.Williams@co.itasca.mn.us

Total Contract Amount:	**$40,846.00**
Effective Date:	**July 1, 2021**
Expiration Date:	**June 30, 2023**
Vendor Name:	**Itasca County Sheriff's Office**
Vendor Address:	**123 NE 4TH ST, Grand Rapids, MN 55744**
Vendor #	**0000197296 001**
Contract #:	206869
PO #:	**FY2022:** 3-203381 **FY2023:**

FUNDING INFORMATION:

Fiscal Year	Speedchart	Fund	FinDeptID	ApproplD	Account	CC1	CC2	Amount
2022		**2102**	**R2937714**	**R297401**	**441302**	**27842**		**$ 20,423.00**
2023		**2102**	**R2937714**	**R297401**	**441302**	**27842**		**$ 20,423.00**

INCOMING GRANTS OR PROJECT COSTING *(IF APPLICABLE)*		PC Bus Unit	Project	Activity	Source Type	Category	Sub Category	
Line 1						**84101501**		**$ 20,423.00**
Line 2								
Line 3								
Line 4								
Line 5								
Line 6								
Line 7								

STATE OF MINNESOTA
GRANT CONTRACT

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources ("STATE") and Itasca County Sheriff's Office, 123 NE 4TH ST, Grand Rapids, MN 55744 ("GRANTEE").

Recitals Section

1. Under Minn. Stat. 84.026, (84.794, 84.803, and 84.927- For OHV only), and (84.83 for snowmobile safety only) the State is empowered to enter into this grant.
2. The State, under Laws of Minnesota 2021, First Special Session, Chapter 6,Section 3, Subdivision 7(f) (for OHV only) or Minnesota 2021, First Special Session, Chapter 6, Section 3, Subdivision 7(d) (for snowmobile safety only) is authorized to provide reimbursement grants to counties to cover costs related to labor and equipment in the enforcement of off highway vehicle laws, rules and regulations, as well as holding staff training in the same, and providing local youth training classes, in the manner described in the Grantee's Proposed Budget.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minn.Stat.§16B.98, Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract

1 Term of Grant Contract

1.1 ***Effective date:***
July 1, 2021. As per Statute 84.026 Subd. 4, work may begin prior to execution. Per Minn. §Stat. 16B.98 Subd. 7, no payments will be made to the Grantee until this contract is fully executed.

1.2 ***Expiration date:***
June 30, 2023 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 ***Survival of Terms.***
The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

1.4 ***Incur Expenses.***
Notwithstanding Minnesota Statutes, section 16A.41, expenditures made on or after July 1, 2021, whichever is later, are eligible for reimbursement unless otherwise provided in under Laws of Minnesota 2021, First Special Session, Chapter 6, Section 3, Subdivision 7(f).

2 Grantee's Duties

The Grantee, who is not a state employee, will:
Comply with required grants management policies and procedures set forth through Minn.Stat.§16B.97, Subd. 4 (a) (1). The Grantee will be reimbursed once annually, for only eligible OHV Safety Grant activities, including one or more of the following:

- Grantee staff time to participate in OHV/ATV activities, including attendance at training classes, also holding local safety training education programs for local participants. Training of Grantee staff working to enforce any OHV related law, rule or regulation is **MANDATORY.**
- Purchase of ATV's for use in patrolling;
- ATV maintenance, fuel and enforcement related costs;
- Trailers, trailer maintenance and repair (**not** costs related to towing vehicle repair)
- Helmets and other related protective gear (no standard uniforms or equipment);
- Purchase other equipment dedicated **SOLELY** to Off Highway Vehicle Enforcement work

- Submit **ANNUAL** Performance Reports and Reimbursement Requests for each year of participation in this Program. All needed documents to accomplish this are posted on the DNR website. The Grantee will be responsible for the administration, supervision, management, record keeping and program oversight required for the work performed under this grant contract. Further, the Grantee is responsible for maintaining an adequate conflict of interest policy. Throughout the term of this grant contract, the Grantee shall monitor and report any actual, potential or perceived conflicts of interest to the State's Authorized Representative.
- **POST on the Grantee's website, a copy of the two-page performance report, in accordance with 2009 Laws of Minnesota, Chapter 37, Article 1, Section 4, Subdivision 1.**

3 Time

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

4 Consideration and Payment

4.1 ***Consideration.***

The State will pay for all services performed by the Grantee under this grant contract as follows:

(a) Compensation

The Grantee will be reimbursed up to **$ 20,423.00** in state fiscal year 2022, for expenses incurred between July 1, 2021 and June 30, 2022, and **$ 20,423.00** in fiscal year 2023, for expenses incurred between July 1, 2022, and June 30, 2023, as determined by the grant funding formula.

(b) Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed **$ 40,846.00.**

4.2 ***Payment***

(a) Invoices

The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:

Invoices for state fiscal year 2022 must be submitted **before June 30, 2023**. Invoices for state fiscal year 2023 must be submitted **before June 30, 2024**. Only submit **ONE** invoice for the total expenses incurred during each state fiscal year.

5 Conditions of Payment

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

Eligible reimbursement costs may not exceed **$ 20,423.00** prior to July 1, 2022.

Eligible reimbursement costs may not exceed **$ 20,423.00** prior to July 1, 2023.

6 Authorized Representative

The State's Authorized Representative is **Adam Block, Boating Law Administrator, MN DNR Division of Enforcement, 500 Lafayette Road, St. Paul, MN, 55155-4047, adam.block@state.mn.us**, or his successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is **Sheriff Victor Williams, 123 NE 4TH ST, Grand Rapids, MN 55744, (218) 326-3477, vic.williams@co.itasca.mn.us.** If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Contract Complete

7.1 ***Assignment***

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

7.2 ***Amendments***

Any amendments to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

7.3 ***Waiver***

If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

7.4 ***Grant Contract Complete***

This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10 Government Data Practices and Intellectual Property Rights

10.1 ***Government Data Practices***

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to

in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

11 Workers Compensation

The Grantee certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 Publicity and Endorsement

12.1 ***Publicity***

Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

12.2 ***Endorsement***

The Grantee must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination

14.1 ***Termination by the State***

The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 ***Termination for Cause***

The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 ***Termination for Insufficient Funding***

The State may immediately terminate this grant contract if:

(a) It does not obtain funding from the Minnesota Legislature.

(b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not

obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

14.4 ***Additional alternate termination language may be negotiated on a case by case basis after the state agency has consulted with their legal and finance teams.***

15 Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. '' 16A.15 and 16C.05

Signed: Tara Rose Digitally signed by Tara Rose Date: 2022.01.26 08:46:57 -06'00'

Date:

SWIFT Contract/PO No(s). 206869/3-203381

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By:

Title:

Date:

By:

Title:

Date:

3. STATE AGENCY

By:

(with delegated authority)

Title:

Date:

Distribution:
Agency
Grantee
State's Authorized Representative

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

Tuesday, February 8, 2022

REQUEST FOR BOARD ACTION: RBA-2022-1960

DEPARTMENT: Administrative Services
TIME REQUESTED: 10 Minutes
PRESENTER: Chair

AGENDA ITEM:
Citizen Input

BOARD ACTION REQUESTED:
Receive Citizen Input

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

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

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

Tuesday, February 8, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2218

DEPARTMENT: Human Resources
TIME REQUESTED: < 5 Minutes
PRESENTER: Brett Skyles

AGENDA ITEM:
Recognition of County Employees

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

BACKGROUND:

- Congratulations to Greg Wyatt who accepted a promotion from Parks Maintenance Worker, Land Department to Highway Maintenance Worker, Road & Bridge Division, Transportation Department effective February 6, 2022.
- Farewell to Lee Huffman whose last day as Deputy Sheriff/Road Deputy, Sheriff Department will be February 19, 2022 after 16+ years of service.
- Congratulations to Robin Jackson who accepted a job change from Assessor/Appraiser I, Assessor Department to Clerk Treasurer, Auditor/Treasurer Department effective February 6, 2022.
- Farewell to Dakota Flohaug whose last day as Public Health Nurse, Health & Human Services Department will be February 11, 2022 after 5 months of service.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

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

Tuesday, February 8, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2139

DEPARTMENT: Auditor / Treasurer
TIME REQUESTED: < 5 Minutes
PRESENTER: Gail Guck

AGENDA ITEM:
Commissioner Warrants

BOARD ACTION REQUESTED:
Approve Commissioner Warrants with a check date of February 11, 2022, in the amount of $841,452.59.

BACKGROUND:
N/A

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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

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

Tuesday, February 8, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2103

DEPARTMENT: Health & Human Services
TIME REQUESTED: 10 Minutes
PRESENTER: Kelly Chandler

AGENDA ITEM:
COVID-19 Update

BOARD ACTION REQUESTED:
Receive informational update regarding COVID-19.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. COVID report 2-8-2022

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

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

Tuesday, February 8, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2107

DEPARTMENT: Health & Human Services
TIME REQUESTED: 15 Minutes
PRESENTER: Becky Lauer, Jason Johnson

AGENDA ITEM:
Family Services Division Update/Presentation

BOARD ACTION REQUESTED:
Receive Family Services Division Update/Presentation.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. 2021 Year End Report to Board
2. Financial Monthly Application Volume

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

ITASCA COUNTY HEALTH AND HUMAN SERVICES
ITASCA RESOURCE CENTER
1209 SE 2nd Avenue, Grand Rapids, Minnesota 55744-3983
Hearing Impaired Number TDD: 218-327-5549
(218) 327-2941
Visit us at: www.co.itasca.mn.us

February 8, 2022

CHILD PROTECTION REPORT TO BOARD- 2021 Year end

Year	Total intakes	Child Protection Intakes	Child Protection Allegations	Cases opened
2018	2895	1054	2185	534
2019	3883	850	1762	497
2020	2963	619	1234	379
2021	3012	624	1282	452

COVID restrictions and remote learning lead to a decrease in the number of reports for 2020/2021 school year. Children and families were isolated, doing remote learning and not connected with supports at school or in the community.

TYPES OF CPS CASES OPENED

Jan-Dec	Family Assessment	Investigation	Facility Investigation	PSOP/CW	Total	Average/month
2018	**254**	**158**	**31**	**91**	**534**	**44.5**
2019	**209**	**155**	**23**	**110**	**497**	**41.3**
2020	**196**	**96**	**14**	**73**	**379**	**31.6**
2021	**212**	**127**	**14**	**99**	**452**	**37.7**

2021 summary

- 452 new cases were opened in 2021 and included 863 children.
- Out of home placement occurred in 51 of the 452 cases (11% of total cases) and included 76 children. Probation arranged for 15 children to be placed in shelter care.
- 66 Total new placements in 2021: (14 were placed with relatives, 17 in non-relative foster care. 21 in shelter care, 7 in 35-day evaluation programs and 7 in Residential treatment or group homes.).
- 36% of the children were placed due to parental drug use
- 33% of the children were placed due to their own behaviors/delinquency
- 20% of the children were placed due to their own mental health concerns
- 8% of the children were placed due to physical abuse, neglect, abandonment
- 3% of the children were placed in extended foster care upon reaching the age of 18

The Family First Prevention Services Act (FFPSA) requires residential programs for children to meet specific requirements if a county uses Title IV-E funds to pay for the child being in the

program. Residential programs include both children's residential facilities (CRF) and foster residence settings (FRS). These federal requirements became effective in Minnesota on September, 30, 2021. Residential settings required to follow FFPSA regulations include:

- **Residential Treatment programs, Qualified Residential Treatment Programs (QRTP) for youth with serious emotional or behavioral disorders or disturbances**
- **Residential settings for youth who have been or are at risk of becoming victims of sex trafficking or commercial sexual exploitation**
- **Residential settings specializing in providing prenatal, postpartum, or parenting supports for youth**
- **Supervised independent living settings for youth 18 years of age or older**

This new process involves a screening by the Juvenile Screening Team, referral to a QI (Qualified Individual) and review by the courts. We are in the process of recruiting a local QI and will be bringing a contract forward for this service.

	Adult Protection Cases opened	Commitment Cases opened
2018	64	63
2019	71	56
2020	69	50
2021	66	77

7/1/15 Centralized reporting system (MAARC) was implemented for Adult Protection, reports are accepted through a central reporting system operated by the State of MN. Reports cannot be directly given to county agencies.

Licensed Facilities in Itasca County
24 licensed child foster homes
64 licensed childcare facilities
16 licensed adult foster care facilities

In August our agency received donations from local businesses, civic clubs and individuals of school supplies that were distributed to children in care and all the local schools.

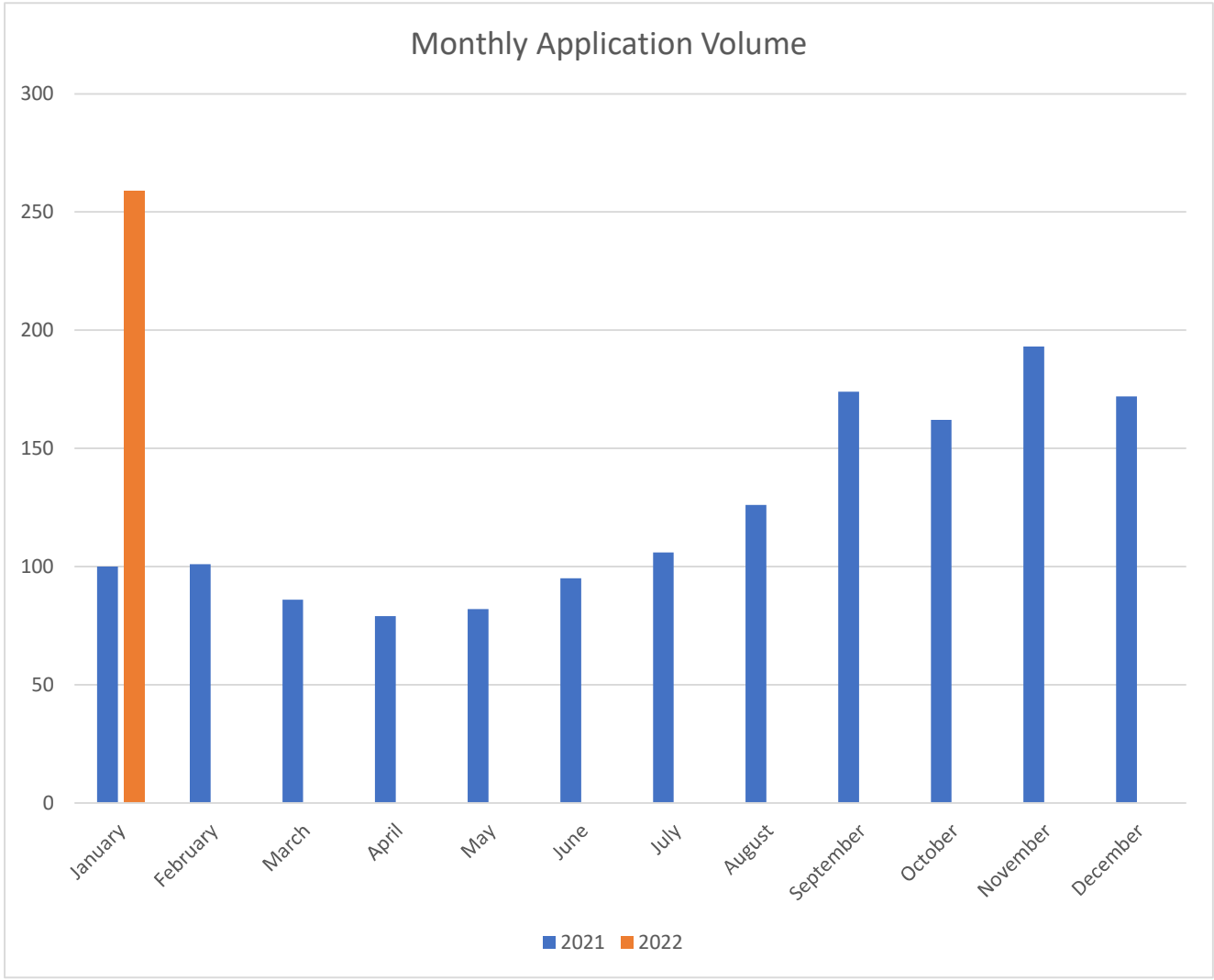
In December, our agency received donations from area churches, civic clubs and individuals to assist families with Christmas gifts. The GRHS basketball teams also did a project called Hoops for Hope and gathered donations for teens in placement during the Christmas season.

Respectfully submitted,

Becky Lauer

Family & Child Services Division Manager

	2021	2022
January	100	259
February	101	
March	86	
April	79	
May	82	
June	95	
July	106	
August	126	
September	174	
October	162	
November	193	
December	172	



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

Tuesday, February 8, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2212

DEPARTMENT: Administrative Services **TIME REQUESTED:** 15 Minutes
PRESENTER: Leo Trunt, Ben DeNucci, Shane Zahrt

AGENDA ITEM:
Highway 169 Cross Range Expressway

BOARD ACTION REQUESTED:
Receive proposal from Shane Zahrt, Flaherty & Hood, regarding consultation and legislative services to promote the Highway 169 cross range expressway.

BACKGROUND:
Completing the double lane on Highway 169 between Grand Rapids and Nashwauk has been a legislative priority in Itasca County for many years. Seeing the success of the Highway 14 coalition in southern MN, supported by the efforts of Flaherty & Hood, lends credibility to the coalition process. Igniting the organizational and legislative action it will take to complete the crossway is being examined and the proposal outlines that process.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. Updated 1.26.2022 - Itasca-Cross Range Expressway Draft Proposal
2. Cross Range Expressway Proposal EXECUTED

02/01/2022

RESULT:	**RECOMMENDED FOR REGULAR NEXT: 02/08/2022 2:30 PM**

Motion To: Accept the proposal from Shane Zahrt, Flaherty & Hood, regarding consultation and legislative services to promote the Highway 169 cross range expressway with the use of American Rescue Plan (ARP) funds, authorize necessary signatures, and direct staff to work with the vendor on a second year contract.

RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Ben DeNucci

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

FLAHERTY | HOOD P.A.

Meeting the government relations needs of

Itasca County

Contact Information:
Bradley Peterson, Shareholder/Lobbyist

525 Park Street, Suite 470
Saint Paul, MN 55103
Phone: 651-225-8840
Email: bmpeterson@flaherty-hood.com

January 26, 2022

January 26, 2022

Brett Skyles
County Administrator
123 NE 4th Street
Grand Rapids, MN 55744

Dear Mr. Skyles,

Flaherty & Hood, P.A. ("the Firm') is pleased to submit this proposal to express our sincere interest in representing Itasca County ("the County") in its efforts to advocate for improvements to the Highway 169 corridor.

Based on our discussions, this agreement contemplates a structure in which the Firm will provide government relations, lobbying, and research services designed to advance the County's legislative priority of safety and freight movement improvements to the sections of Highway 169 that connect numerous Iron Range communities. Meanwhile, the Firm will also assist and advise the County in continuing to evaluate options to assemble a coalition or partnership of public and private entities to advocate collectively for this project, following the successful model employed by other corridor coalitions.

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Conclusion

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FLAHERTY & HOOD, P.A.

By:

Bradley Peterson, Shareholder Attorney

Accepted By: _____

[Name], [Title]

_____

[Name], [Title]

_____

[Name], [Title]

References

Highway 14 Partnership
Contact: Kevin Raney, Owatonna City Council Member
540 West Hills Circle
Owatonna, MN 55060
(507) 456-3116
kevin.raney@ci.owatonna.mn.us

Wright County
Contact: Darek Vetsch, County Commissioner
10 2nd St. NW
Buffalo, MN 55313
(612) 384-6886
darek.vetsch@co.wright.mn.us

City of Red Wing/Coalition of Utility Cities
Contact: Marshall Hallock, Administrative Business Director
315 West 4th St.
Red Wing, MN 55066
(651) 385-3602
marshall.hallock@ci.red-wing.mn.us

FLAHERTY | HOOD P.A.

Meeting the government relations needs of

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FLAHERTY & HOOD, P.A.

By: _____

Bradley Peterson, Shareholder Attorney

Accepted By: _____

[Name], [Title] Terry Snyder, Chair

_____

[Name], [Title] Brett Skyles, Clerk

_____

[Name], [Title]

References

Highway 14 Partnership
Contact: Kevin Raney, Owatonna City Council Member
540 West Hills Circle
Owatonna, MN 55060
(507) 456-3116
kevin.raney@ci.owatonna.mn.us

Wright County
Contact: Darek Vetsch, County Commissioner
10 2nd St. NW
Buffalo, MN 55313
(612) 384-6886
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Contact: Marshall Hallock, Administrative Business Director
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ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, February 8, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2219

DEPARTMENT: Administrative Services
TIME REQUESTED: 5 Minutes
PRESENTER: Sarah Carling, Chris Gastner

AGENDA ITEM:
CEDA Announcement

BOARD ACTION REQUESTED:
Receive update and announcement from CEDA.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

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

Tuesday, February 8, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2220

DEPARTMENT: Administrative Services
TIME REQUESTED: 5 Minutes
PRESENTER: Terry Snyder

AGENDA ITEM:
Support for Canisteo Pit Funding

BOARD ACTION REQUESTED:
Discuss proposed legislative files supporting Canisteo Pit funding.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. HF2322
2. SF2286

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

This Document can be made available in alternative formats upon request

State of Minnesota

HOUSE OF REPRESENTATIVES

NINETY-SECOND SESSION

H. F. No. 2322

03/18/2021 Authored by Sandstede and Igo
The bill was read for the first time and referred to the Committee on Capital Investment

A bill for an act

relating to capital investment; appropriating money for the Canisteo Flood Mitigation Project to mitigate threats to public safety, property, and regional water quality; authorizing the sale and issuance of state bonds.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

Section 1. **CANISTEO OPEN PIT MINE COMPLEX.**

Subdivision 1. **Appropriation.** (a) $5,500,000 is appropriated from the bond proceeds fund to the commissioner of natural resources for the acquisition of land or easements and for permitting and construction of publicly owned infrastructure to mitigate the imminent threat to public safety, property, and regional water quality from the rising water at the Canisteo open pit mine complex.

(b) The commissioner may enter into a lease for this project for a term that is consistent with meeting project needs and Minnesota Statutes, section 16A.695. A lease entered into under this subdivision must include a provision that provides for the amendment or termination of the lease when (1) the commissioner of natural resources determines that the project is no longer needed to serve the intended purpose or identifies a more effective alternative to the constructed project; or (2) mining operations are fully permitted to resume in all or part of the property acquired or improved with state bond proceeds, consistent with Minnesota Statutes, section 16A.695.

(c) Upon substantial completion of the project authorized in this section and after written notice to the commissioner of management and budget, the commissioner of natural resources may use any money remaining in this appropriation to engineer, design, and construct water mitigation infrastructure at the Hill Annex open pit mining complex.

Subd. 2. **Bond sale.** To provide the money appropriated in this section from the bond proceeds fund, the commissioner of management and budget shall sell and issue bonds of the state in an amount up to $5,500,000 in the manner, upon the terms, and with the effect prescribed by Minnesota Statutes, sections 16A.631 to 16A.675, and by the Minnesota Constitution, article XI, sections 4 to 7.

EFFECTIVE DATE. This section is effective the day following final enactment.

Sec. 2. **LEGACY MINE MANAGEMENT ACCOUNT.**

Subdivision 1. **Creation.** The Legacy Mine Management account is established in the state treasury. The account consists of any money credited or transferred to it by law and any income earned on money in the account.

Subd. 2. **Appropriation; purpose.** Money in the account is appropriated to the commissioner of natural resources and may only be spent for the operation and maintenance of the water mitigation infrastructure constructed in section 1, to mitigate the threat to public safety, property, and regional water quality, from the rising water at the Canisteo open pit mine complex. Any money remaining in the account, not needed for operation and maintenance of water mitigation infrastructure at the Canisteo open pit mine complex, may be used by the commissioner to maintain and operate water mitigation infrastructure at the Hill Annex open pit mining complex.

Sec. 3. **TRANSFER.**

$850,000 is transferred from the general fund in fiscal year 2022 to the Legacy Mine Management account, created in section 2.

SENATE
STATE OF MINNESOTA
NINETY-SECOND SESSION

S.F. No. 2286

(SENATE AUTHORS: TOMASSONI)

DATE	D-PG	OFFICIAL STATUS
03/24/2021	1155	Introduction and first reading Referred to Capital Investment

A bill for an act

relating to capital investment; appropriating money for the Canisteo Flood Mitigation Project to mitigate threats to public safety, property, and regional water quality; authorizing the sale and issuance of state bonds.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

Section 1. **CANISTEO OPEN PIT MINE COMPLEX.**

Subdivision 1. **Appropriation.** (a) $5,500,000 is appropriated from the bond proceeds fund to the commissioner of natural resources for the acquisition of land or easements and for permitting and construction of publicly owned infrastructure to mitigate the imminent threat to public safety, property, and regional water quality from the rising water at the Canisteo open pit mine complex.

(b) The commissioner may enter into a lease for this project for a term that is consistent with meeting project needs and Minnesota Statutes, section 16A.695. A lease entered into under this subdivision must include a provision that provides for the amendment or termination of the lease when (1) the commissioner of natural resources determines that the project is no longer needed to serve the intended purpose or identifies a more effective alternative to the constructed project; or (2) mining operations are fully permitted to resume in all or part of the property acquired or improved with state bond proceeds, consistent with Minnesota Statutes, section 16A.695.

(c) Upon substantial completion of the project authorized in this section and after written notice to the commissioner of management and budget, the commissioner of natural resources may use any money remaining in this appropriation to engineer, design, and construct water mitigation infrastructure at the Hill Annex open pit mining complex.

Subd. 2. **Bond sale.** To provide the money appropriated in this section from the bond proceeds fund, the commissioner of management and budget shall sell and issue bonds of the state in an amount up to $5,500,000 in the manner, upon the terms, and with the effect prescribed by Minnesota Statutes, sections 16A.631 to 16A.675, and by the Minnesota Constitution, article XI, sections 4 to 7.

EFFECTIVE DATE. This section is effective the day following final enactment.

Sec. 2. **LEGACY MINE MANAGEMENT ACCOUNT.**

Subdivision 1. **Creation.** The Legacy Mine Management account is established in the state treasury. The account consists of any money credited or transferred to it by law and any income earned on money in the account.

Subd. 2. **Appropriation; purpose.** Money in the account is appropriated to the commissioner of natural resources and may only be spent for the operation and maintenance of the water mitigation infrastructure constructed in section 1, to mitigate the threat to public safety, property, and regional water quality, from the rising water at the Canisteo open pit mine complex. Any money remaining in the account, not needed for operation and maintenance of water mitigation infrastructure at the Canisteo open pit mine complex, may be used by the commissioner to maintain and operate water mitigation infrastructure at the Hill Annex open pit mining complex.

Sec. 3. **TRANSFER.**

$850,000 is transferred from the general fund in fiscal year 2022 to the Legacy Mine Management account, created in section 2.

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

Tuesday, February 8, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2225

DEPARTMENT: Environmental Services
TIME REQUESTED: 15 Minutes
PRESENTER: Bill Grantges

AGENDA ITEM:
2021 Itasca SWCD AIS Program Report

BOARD ACTION REQUESTED:
Receive the Itasca County Soil & Water Conservation District (SWCD) Aquatic Invasive Species (AIS) Program 2021 Season Report.

BACKGROUND:
See attached.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. 2021-Itasca SWCD AIS Program Report

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

Itasca County SWCD AIS Program:

A Snapshot of Accomplishments in 2021

	Category	Metrics
	AIS Prevention Aid Used	**$ 642,676** AIS Prevention Aid used in calendar year 2021 **$ 100,000** saved in a contingency fund since June 2016
	People Doing AIS Work	**2** full-time staff with **100** % of their time dedicated to AIS work **5** part-time and seasonal staff with **100** % of their time dedicated to AIS work *(Staff other than inspectors that work less than 40 hours a week or seasonally.* **25** Level 1 Watercraft Inspectors **9** Level 2 Watercraft Inspectors **75 %** of aid used in 2021 for seasonal staff wages **41+** volunteers conducting AIS work **800+** volunteer hours served (800+)
	Partnerships	Local organizations engaged and/or actively conducting aid-funded AIS work: **18** lake associations **4** conservation nonprofits and/or outdoor groups **1** high school **27** businesses **5** local governments Our county has an AIS Technical Advisory Committee: **Yes**
	Funds Distributed, Contributed and Leveraged	**$ 41,877** in grants awarded (aid to other organizations) **9** organizations awarded grants **$ 32,768** in funds contributed by other organizations to directly support aid-funded work **9** organizations contributing additional funds
	Communities Engaged	**12** events held about AIS or that included AIS topics **7,000** residents and visitors directly contacted/engaged about AIS during events **$ 9,739** spent on paid advertisements (billboards, TV, radio, newspaper, social media, etc.) **1,560** children taught about AIS
	Watercraft Inspected	**$ 510,000** spent on watercraft inspection **37,021** inspections performed **21,938.25** hours of inspections performed **47** accesses covered by inspectors **27** water bodies covered by inspectors **98.88 %** of watercraft recorded as arriving with drain plugs out **5** decontamination units (**4** mobile, **1** stationary) in operation by Level 2 inspectors **489** decontaminations performed

Snapshot of Accomplishments in 2021 continued

	Category	Metrics
	Monitoring Conducted	**77** total lakes and rivers surveyed for AIS. Surveys included: **77** early detection searches on **77** water bodies **59** zebra mussel settling plates deployed on **40** water bodies **124** veliger tows taken on **11** water bodies **77** aquatic plant surveys conducted on **77** water bodies **6** new detections in the county *(new AIS discovered in a water body)* **14** people participated in the University of Minnesota Extension and Minnesota AIS Research Center's "Starry Trek" event List of species monitored: **Purple Loosestrife, Eurasian Milfoil, Curly Leaf Pondweed, Starry Stonewort, Flowering Rush, Zebra/Quagga Mussels, Faucet Snails, Spiny Water Fleas, and Zebra Mussel Veligers**
	New Infestation Response Planning	**5** new infestation response(s) coordinated Our county has a new infestation response plan: **Yes**
	Invasive Aquatic Plant Management (IAPM)	**$ 49,984.01** spent on IAPM **58** water bodies with aid-funded IAPM activities **8** groups involved or conducting aid-funded IAPM work **$ 5,000** in other funds leveraged for IAPM work from matching grants List of species controlled: **Purple Loosestrife, Eurasian Milfoil, Flowering Rush, Curly Leaf Pondweed**

Itasca SWCD AIS: Control & Monitoring Program Summary

Over 3200 staff hours were spent in the field conducting early detection surveys and implementing AIS management plans in 2021

Early Detection Efforts

- Zebra Mussel Veliger Settlement Samplers
  - Deployed 59 veliger settlement samplers among 40 highest risk lakes for Zebra Mussel infestation.
- Veliger Sampling
  - Analyzed 124 plankton samples from 11 high-risk lakes for Zebra Mussel Veligers. (Up from 35 samples on 9 lakes in 2020)
- Early Detection Surveys
  - 74 lakes totaling over 600 miles of lakeshore
  - 9 miles of river (Mississippi, Bigfork, and Prairie Rivers)

New AIS Discoveries

- 1 new Zebra Mussel population was discovered in Little Jessie Lake in the Talmoon area. *2 adult mussels, no evidence of reproduction as of 10/15/21.
- Flowering Rush was discovered among 3 separate locations on Highland Lake totaling about 200 yards of infested shoreline.
- 1 new location of Flowering Rush was located 1.2 miles south of the boat access of Spider Lake
- Purple Loosestrife populations were newly discovered on Prairie Lake, Cedar/ Barwise Lake, Spider Lake, and the LaRue Mine Pit.

Control Efforts Overall, 54 Lakes and 3 Rivers with Invasive Aquatic Plant Management Projects

- **Mechanical Control**
  - Hand-pulled approximately 25 individual plants of Flowering Rush near the boat ramp of Spider Lake (down from 40 plants in 2020). A 2nd Flowering rush patch about 3 sq ft in size was found about 1 mile south of the boat access. This patch was also hand-pulled.
  - Hand-pulled approximately 5100 sq ft of Curly Leaf Pondweed from 2 separate locations on Deer Lake (Deer River Area). The CLP density and area was very similar to what was there in the 2020 season. We may want to consider other treatment options in collaboration with the DLA.
  - Cleaned up the Starry Stonewort that was washed up on the West Winnie boat ramp during 2 separate events to prevent trailers from transporting it to other bodies of water.
- **Chemical Control**
  - Purple Loosestrife control efforts were implemented on 50 lakes, 4 miles of river, and numerous roadside wetlands.
- **Biological Control**
  - 14,355 Purple Loosestrife Defoliating Beetles were collected from known populations and dispersed throughout 16 sites with dense Loosestrife infestations. (Down from 56,798 Beetles and 17 sites in 2020. Insect populations struggled likely due to drought)

Collaboration with Other Agencies, Lake Associations, and Private Landowners

- Teamed up with DNR to survey and map a newly discovered Zebra Mussel population on Little Jessie Lake
- Released 950 Purple Loosestrife Defoliating Beetles near the Wabigama Duck Camp on Bowstring Lake by request of the members of the hunting club.
- 1,157 Purple Loosestrife Defoliating Beetles were donated to the MN DNR to be released at a site near the North shore of Lake Superior.
- Worked with DNR AIS Specialist Rich Rezanka to map out Eurasian Watermilfoil on Crystal / Ice Lake to prepare for chemical control efforts.
- Established a working relationship with the Leech Lake Band of Ojibwe to increase the biological control efforts for Purple Loosestrife within the Leech Lake Reservation.

Aquatic Invasive Species (AIS) In Itasca County, MN Lakes as of 1/1/2022

Lake Name/ID Number	Zebra Mussels	Faucet Snails	Eurasian Milfoil	Curly Leaf Pondweed	Purple Loosestrife	Flowering Rush	Starry Stonewort
Bass - 31057600					X		
Ball Club - 31081200							
Barwise - 31027800					X		
Biauswah - 31086200					X		
Bigfork River	X						
Bird's Eye - 31083400	X						
Blackwater - 31056100	X	X		X			
Blandin Reservoir - 31053300	X			X	X		
Blind - 31041800					X		
Bower - 31005200					X		
Bowstring - 31081300	X	X			X		
Bray - 31014700					X		
Clubhouse - 31054000					X		
Connors - 31071000					X		
Coon/Sandwick - 31052400			X				
Crooked - 31019300					X		
Crystal/Ice - 31037200			X		X		
Cut Foot Sioux - 31085700	X	X			X		X
Deer - 31071900				X	X		
Deer River					X		
Dora - 31088200	X						
Dunbar - 31090400					X		
Eagle - 31045400					X		
East Smith - 31061600					X		
Egg - 31081700	X	X					
First River Lake - 31081800	X	X					
Forest - 31037400					X		
Hale - 31037300			X		X		
Hart - 31002000						X	
Hartley - 31015400					X		
Highland - 31048100						X	
Holman - 31022700					X	X	
Jay Gould - 31056500	X			X			
Johnson - 31058600					X		
Larue Mine Pit					X		
Leighton - 31073900					X		
Lily - 31037500					X		
Little Cutfoot - 31085200	X	X			X		
Little Drum - 31074100					X		
Little Jay Gould - 31056600	X			X			
Little Jessie - 31078400	X						
Little Long - 31061300					X		

Lake Name/ID Number	Zebra Mussels	Faucet Snails	Eurasian Milfoil	Curly Leaf Pondweed	Purple Loosestrife	Flowering Rush	Starry Stonewort
Little Northstar - 31066500	X						
Little Sand - 31085300	X						
Little Sturgeon - 69129000					X		
Little Turtle - 31077900					X		
Little White Oak - 31074000					X		
Little Winnibigoshish -31085000	X	X					
Long - 31057000					X		
Loon - 31057100					X		
Lower Balsam - 31024700					X		
Lower Lawrence - 31023800					X		
Maple - 31077300					X		
McKinney - 31037000			X		X		
Mike's - 31096600					X		
Mississippi River	X	X	X	X	X		
Moose - 31072200				X	X		
Napoleon - 31029000					X		
Northstar - 31065300	X						
O'brien / Blue - 31003200					X		
Pokegama - 31053200	X			X	X		
Portage - 31082400	X				X		
Prairie - 31038400				X	X		
Prairie River					X		
Rabbit's - 31092300	X	X					
Raven - 31092500	X	X					
Round - 31089600					X		
Rice - 31087600	X						
Sand - 31082600	X				X		
Sand - 31043800					X		
Smith - 31065000				X	X		
Snaptail - 31025500					X		
South Sturgeon - 31000300							
South Sugar - 31055500					X		
Spider - 31053800					X	X	
Sugar - 31092600	X	X					
Swan - 31006700				X	X		
Trout - 31021600					X		
Trout - 31041000					X	X	
Turtle - 31072500					X		
Twin - 31002600					X		
Twin - 31019000/31019100			X		X	X	
Wasson - 31028100					X		
Winnibigoshish - 11014700	X	X			X		X

Itasca County SWCD AIS Program 2021 AIS Watercraft Inspections Inspections & Hours Per Landing

			Inspections		Man Hrs		Coverage Hrs		Insp/CovHrs		Base Hrs	CAP Hrs		Alloterd Hrs		Landing Hrs Above Alloted		Lake Hrs above alloted	
Lake Name	Access Name	ID #	2020	2021	2020	2021	2020	2021	2020	2021	Base Hrs	2020	2021	2020	2021	2020	2021	2020	2021
Bass	South	31057602	10	na	8	na	8	na	1.25	na	-	-	-	-	-	8	na	8	na
Bass	Pincherry	31057603	6	26	6	24	6	24	1.00	1.08	-	-	-	-	-	6	24		
Bowstring	NE	31081201	1,747	687	874	354	800	297	2.18	2.31	300	-	-	300	300	574	54	667	328
Bowstring	NW	31081303	65	29	44	na	44	na	1.48	na	300	-	-	300	300	(256)	na		
Bowstring	S	31081302	1,146	1,358	649	574	634	556	1.81	2.44	300	-	-	300	300	349	274		
Deer	Deer	31071901	4,955	3,911	2,584	2,510	1,952	1,708	2.54	2.29	300	700	1,000	1,000	1,300	1,584	1,210	1,584	1,210
Grave	Grave	31062400	154	-	133	8	133	8	1.16	-	300	-	-	300	300	(167)	(292)	(167)	(292)
Island	Island	31091301	1,105	1,255	834	832	834	832	1.32	1.51	300	-	-	300	300	534	532	534	532
Jay Gould	Clay Boswell	31010200	38	73	15	28	15	28	2.53	2.61	-	-	-	-	-	15	28	15	28
Jessie	Jessie	31057603	243	484	144	345	144	345	1.69	1.40	300	-	-	300	300	(156)	45	(156)	45
Mississippi	Izaak Walton	31010300	12	-	3	-	3	-	4.00	-	300	-	-	-	300	3	(300)	3	(300)
Mississippi	Sylvan Bay	31010100	3	-	1	-	1	-	3.00	na	300	-	-	-	300	1	(300)	1	(300)
Moose	Moose	31072201	151	108	243	116	243	116	0.62	0.93	-	-	-	-	-	243	116	243	116
Northstar	North Star	31065301	506	737	596	647	429	606	1.18	1.22	300	-	-	300	300	296	347	296	347
Pokegama	Tioga	31053201	3,289	3,554	1,429	1,853	1,068	1,568	3.08	2.27	300	-	-	300	300	1,129	1,553	2,722	3,265
Pokegama	Mishawaka	31053203	1,782	1,994	845	986	803	932	2.22	2.14	300	-	-	300	300	545	686		
Pokegama	Kings	31053202	1,746	1,596	904	929	894	914	1.95	1.75	300	-	-	300	300	604	629		
Pokegama	Trooptown	31053205	442	2	234	na	234	na	1.89	na	300	-	-	-	300	234	na		
Pokegama	Sherry's Arm	31053207	1,366	1,335	764	788	734	766	1.86	1.74	300	-	-	300	300	464	488		
Pokegama	LaPlant	31053204	23	237	46	209	46	209	0.50	1.13	300	-	-	300	300	(254)	(91)		
Round	Round East	31089601	1,361	1,229	743	577	743	557	1.83	2.21	600	-	-	600	600	143	(23)	143	(23)
Sand	Sand	31082601	130	786	54	529	54	507	2.43	1.55	300	223	223	523	523	(470)	6	(470)	6
Shallow	Shallow	31008400	na	26	na	24	na	24	na	1.08	-	-	-	-	-	-	24	-	na
Siseebakwe	Siseebakwet	31055401	358	283	84	186	84	186	4.26	1.52	-	128	44	128	44	(44)	142	(44)	142
Spider	Spider	31053801	890	514	614	365	604	365	1.47	1.41	300	-	-	300	300	314	65	314	65
Split Hand	Split Hand	31035301	1,740	1,542	848	1,167	743	920	2.34	1.68	300	-	-	300	300	548	867	548	867
Swan	Swan	31006701	2,682	2,790	1,014	1,214	919	984	2.92	2.84	300	-	100	300	400	714	814	714	814
Turtle	Turtle	31072501	945	1,637	663	1,161	655	1,081	1.44	1.52	300	200	800	500	1,100	163	61	163	61
Trout	North	31021601	1,440	1,154	831	1,012	800	1,012	1.80	1.14	600	-	-	600	600	231	412	231	412
Wabana	Wabana NW	31039202	1,849	1,550	985	1,042	948	1,015	1.95	1.53	300	375	375	675	675	310	367	368	340
Wabana	Wabana SE	31039201	1,187	1,172	733	648	723	630	1.64	1.86	300	375	375	675	675	58	(27)		
Winni	Plug Hat	11014701	346	1,865	97	1,136	97	968	3.57	1.93	300	-	-	300	300	(203)	836	1,031	2,341
Cut Foot So	Mosomo	31085703	3,775	5,055	1,534	1,805	1,249	1,345	3.02	3.76	300	-	-	300	300	1,234	1,505	-	
Totals			35,492	36,989	18,554	21,066	16,642	18,500			8,700	2,001	2,917	9,801	11,617	8,753	10,049	8,748	10,004

+Total Hrs = Man Hours. If two inspectors worked from 6:00 AM to 4:00 PM that would be 20 man hours and10 Coverage hrs

+ Coverage hrs = # of hrs by at least one inspector. If two inspectors worked from 6:00 AM to 4:00 PM that would be 10 Coveraga hrs and 20 total (man) Hrs

+ CAP Grant Hours = extra hours of inspection coverage paid for by a matching CAP grant.

2021 Itasca FiveStar Service Providers

FiveStar is our strategy to create trust-based relationships with Itasca area businesses and to **raise AIS awareness and the quality of AIS Safeguards** practiced by those businesses **Please move your business to an Itasca FiveStar service provider**. FiveStar providers are DNR-certified, sign a contract agreeing to apply additional specified AIS best-practices and safeguards when moving from one lake or river to another, and agree to help identify and disseminate AIS best practices and safeguards throughout Itasca County. See description of services below.

FiveStar Firms Who Install/Remove Docks/Lifts Seasonally in Itasca County:

See brief description below for service area restrictions and services offered

- **Grand Rapids Marine** 218-326-0351
- **Thousand Lakes Dock & Lift** 218-398-7553
- **JJ's Barge Service** 218-244-5194
- **Matt Almquist/38 Outpost** 218-259-9997
- **Northland Lake Services/Chad Schumacher** 218-256-9691
- **Grooms Property Service** 218-326-9709
- **Fish Lake Dock and Lift** 651-674-8581
- **Jessie Lake Services** 218-259-2482
- **Huju Docks** 218-256-8783

FiveStar Marine Dealers

- **Grand Rapids Marine** 218-326-0351
- **Ray's Marine** 218-326-0353

FiveStar Resorts, Lodges, Campgrounds, Camps

- **Camp Hiawatha** 218-246-8604
- **Southwood Resort** 218-259-8886
- **Britton's Trout Lake Resort** 218-326-3333
- **Cedar Hill** 218-766-9717
- **Rising Eagle Resort** 218-832-3955

FiveStar Landscaping Firms

- **Lange Nursery & Landscape** 218-380-6939
- **McNeil Excavating** 218-259-6364
- **J.V. Tree and Landscaping** 866-232-5183 or 612-987-9992

FiveStar Firms Offering Other Services and Products in Itasca County

- **R&R Rental** 218-999-7368
- **Paddle Hoppers** 218-326-5853
- **Cross Country Boat Transport** 651-437-2454
- **RMB Labs** 218-322-2304
- **PLM Lake and Land Management** 866-687-5253

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

Tuesday, February 8, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2228

DEPARTMENT: Administrative Services
TIME REQUESTED: 5 Minutes
PRESENTER: Terry Snyder

AGENDA ITEM:
Legislative Priorities Update

BOARD ACTION REQUESTED:
Receive an update regarding 2022 Legislative Priorities.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**