



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, May 3, 2022

2:30 PM

Itasca County Boardroom

FINAL

WORK SESSION MINUTES

I. CALL TO ORDER

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

Attendee Name	Title	Status	Arrived
Davin Tinquist	District #1	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: Approve the agenda, as presented.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, April 26, 2022 County Board Regular Session.

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

V. RECOMMENDED FOR CONSENT AGENDA

1. Accept the resignation of Lee Ringdahl from the Itasca County Housing & Redevelopment Authority, effective Tuesday, May 10, 2022.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/10/2022 2:30 PM
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2. Accept the resignation of Amy Blomquist from the Itasca County Housing & Redevelopment Authority as a Representative for Residents of Public Housing, effective Tuesday, May 10, 2022.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/10/2022 2:30 PM
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3. Approve Application to Conduct Off-Site Gambling, as requested by the Nashwauk Volunteer Firemen's Relief Association.

RESULT: RECOMMENDED FOR CONSENT NEXT: 05/10/2022 2:30 PM

4. Approve new On-Sale, Off-Sale, and Sunday Liquor Licenses for SGWild Corporation dba Sure Game Wilderness Resort located at 52385 County Road 31, Wirt MN 56688.

RESULT: RECOMMENDED FOR CONSENT NEXT: 05/10/2022 2:30 PM

5. Approve the Addendum to the Lease Agreement between Itasca County and Kootasca Community Action, Inc extending the current lease for the time period of 07/01/2022 - 06/30/2023 and authorize the County Board Chair to sign the lease agreement.

RESULT: RECOMMENDED FOR CONSENT NEXT: 05/10/2022 2:30 PM

6. Approve the Addendum to the Lease Agreement between Itasca County and Independent School District #318 extending the current lease for the time period of 07/01/22 - 06/30/2023 and authorize the County Board Chair to sign the lease agreement.

RESULT: RECOMMENDED FOR CONSENT NEXT: 05/10/2022 2:30 PM

7. Adopt the Resolution Re: Request for Proposals to Provide Health Care Services to Recipients of Minnesota Senior Health Options and Minnesota Senior Care Plus Programs in Itasca County, which ranks Itasca Medical Care (IMCare) as number one and being our choice as a Managed Care Organization for Minnesota Senior Health Options and Minnesota Senior Care Plus Programs.

RESULT: RECOMMENDED FOR CONSENT NEXT: 05/10/2022 2:30 PM

8. Adopt the Resolution Re: Request for Proposals to Provide Health Care Services to Recipients of Special Needs BasicCare and Integrated Special Needs BasicCare in Itasca County, which ranks Medica as number one and being our choice as a Managed Care Organization for Special Needs BasicCare and Integrated Special Needs BasicCare.

RESULT: RECOMMENDED FOR CONSENT NEXT: 05/10/2022 2:30 PM

9. Adopt the Resolution Re: Repurchase of the North Half (N1/2) of the Southeast Quarter of the Northeast Quarter (SE NE), Section Seven (7), Township Sixty (60), Range Twenty-three (23) by Todd and Colleen Clusiau.

RESULT: RECOMMENDED FOR CONSENT NEXT: 05/10/2022 2:30 PM

10. Award County Project 2022-04 for 2022 Pavement Markings to the lowest responsible bidder, Sir Lines-A-Lot, LLC, in the amount of \$184,128.00 and authorize the necessary signatures to execute the contract documents.

RESULT: RECOMMENDED FOR CONSENT NEXT: 05/10/2022 2:30 PM

11. Approve utility easement for construction, maintenance and operation of an overhead electric telecommunication line over and across tax-forfeited trust lands in Section 4, Township 61, Range 22 and Section 33, Township 62, Range 22 and authorize necessary signatures.

RESULT: RECOMMENDED FOR CONSENT NEXT: 05/10/2022 2:30 PM

12. Approve utility easement for construction, maintenance and operation of an overhead electric telecommunication line over and across tax-forfeited trust lands in Section 1, Township 55, Range 23 and authorize necessary signatures.

RESULT: RECOMMENDED FOR CONSENT NEXT: 05/10/2022 2:30 PM

13. Approve Road easement exchange between Tax-Forfeited Trust and private land owned by Alvwood COS, LLC in Sections 3 and 10, Twp 149, Rge 29 under the terms set forth in the attached easements and authorize signature of the County Auditor.

RESULT: RECOMMENDED FOR CONSENT NEXT: 05/10/2022 2:30 PM

VI. DISCUSSION / INFORMATIONAL

1. Citizen Input

Robert Agle provided citizen input regarding ongoing blight concerns for property located at 30591 Wabana Road, Grand Rapids, MN.

RESULT: INFORMATIONAL - NO ACTION TAKEN

2. Local Option Sales Tax Presentation

County Administrator Brett Skyles provided a presentation regarding the Local Option Sales Tax (LOST), which would authorize a county-wide 1% sales and use tax if passed by voters this fall to finance the \$75 million Correctional Facility/Courts construction project. To learn more about this option, please visit: <https://itascacountyjusticecenter.org/>.

RESULT: INFORMATIONAL - NO ACTION TAKEN

VII. COMMITTEE REPORTS

Commissioner DeNucci reported on his attendance at recent Arrowhead Economic Opportunity Agency (AEOA), Grand Village, and Kootasca Community Action (KCA) meetings, as well as an EMS Conference hosted by Range Association of Municipalities and Schools (RAMS) and a Community Meeting at Camp Hiawatha regarding property valuations.

Commissioner Trunt reported on his attendance at recent Arrowhead Counties Association (ACA) and Arrowhead Regional Development Corporation (ARDC) meetings, as well as an EMS Conference hosted by Range Association of Municipalities and Schools (RAMS).

Commissioner Snyder reported on his attendance at recent ItasCAP, Intergovernmental Affairs, and Grand Village meetings, as well as a Community Meeting at Camp Hiawatha regarding property valuations, a meeting with RAPP Strategies, an Enbridge Line 3 Removal meeting, a Minnesota Pollution Control Agency (MPCA) meeting regarding Huber, and a budget process meeting.

VIII. ADMINISTRATOR UPDATE

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

IX. COMMISSIONER COMMENTS

Commissioner Ives provided comment regarding interest of looking into a county-wide blight ordinance and encouraged people to visit <https://minnbid.org/> where Itasca County has listed wood processing equipment.

Commissioner DeNucci provided comment regarding the Itasca County Traffic Safety Summit.

Commissioner Snyder provided comment in recognition of National Correctional Officers Week.

X. CLOSED SESSIONS

XI. ADJOURN

Chair Snyder adjourned the meeting at 3:03 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
(218) 327-2847

Tuesday, April 26, 2022

2:30 PM

Itasca County Boardroom

DRAFT

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

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Add Item #6.9 (Recognition of County Employees) and approved the agenda, as amended.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Ben DeNucci
AYES:	Terry Snyder, Burl Ives, Ben DeNucci
ABSENT:	Davin Tinquist, Leo Trunt

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, April 19, 2022 County Board Work Session.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Ben DeNucci
SECONDER:	Commissioner Burl Ives
AYES:	Terry Snyder, Burl Ives, Ben DeNucci
ABSENT:	Davin Tinquist, Leo Trunt

V. CONSENT AGENDA

Motion To: Approve the Consent Agenda.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Ben DeNucci
AYES:	Terry Snyder, Burl Ives, Ben DeNucci
ABSENT:	Davin Tinquist, Leo Trunt

1. Approve the IMCare Quality Program documents.

2. Approve the 2022/2023 Annual Road Maintenance Agreements and authorize the County Board Chairperson and the Clerk to the County Board to sign Agreements and authorize the County Engineer to modify the Attachment "A" to Agreements as needed and upon mutual agreement with the Township or City.
3. Approve the 2022 Lease Agreement between Itasca County and the Northern Minnesota Swap Meet and Car Show, and authorize necessary signatures.
4. Approve the 2022 Fairgrounds Race Track Agreement between Itasca County and Grand Rapids Speedway Inc. and authorize necessary signatures.
5. Authorize the notice of intermediate and regular oral bid auction of timber to be given by publication in the official newspaper of the County as provided by law, and that Land Commissioner offers such tracts of timber in order in which they appear in said notice of sale, and that sale shall commence at 10:00 AM on Wednesday June 8, 2022 at Cohasset Community Center.
6. Approve 2022 Firewise grant application, accept the grant and authorize necessary signatures if awarded.
7. Initiate 2018 and 2019 Secure Rural Schools Act (SRS) Title III county funds and obligate 100% of the funds for the purposes to: (1) carry out activities under the Firewise Communities program and/or (2) develop/carry out the Itasca County Community Wildfire Protection Plan. The funds can be used for these allowable Title III purposes after a 45 day public comment period and after submission of said proposal to the Itasca County SRS Resource Advisory Committee (RAC). 2018 SRS Title III funds total \$27,506.49 and 2019 SRS Title III funds total \$24,192.99.
8. Upon successfully being awarded the 2022 Itasca County Firewise grant, approve 2022 Itasca County Firewise Coordinator service contract to Moore Outdoor Services, LLC for \$31,360.00 and authorize necessary signatures.

VI. REGULAR AGENDA

1. Citizen Input
No citizen input provided.
3. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of April 29, 2022, in the amount of \$3,014,721.38.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Ben DeNucci
SECONDER:	Commissioner Burl Ives
AYES:	Terry Snyder, Burl Ives, Ben DeNucci
ABSENT:	Davin Tinquist, Leo Trunt

4. ICHHS Warrants

Motion To: Approve the Itasca County Health and Human Services (ICHHS) Department Warrants for April 2022, in the amount of \$2,153,083.61.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Ben DeNucci
AYES:	Terry Snyder, Burl Ives, Ben DeNucci
ABSENT:	Davin Tinquist, Leo Trunt

5. 2022-2024 AEA Labor Agreement

Motion To: Approve and authorize necessary signatures for the 2022-2024 Labor Agreement for Itasca County Attorney Employees Association (AEA).

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Ben DeNucci
AYES:	Terry Snyder, Burl Ives, Ben DeNucci
ABSENT:	Davin Tinquist, Leo Trunt

6. COVID-19 Update

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

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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7. PILT Resolution

Motion To: Adopt the Resolution Re: Support for Increase in Payment in Lieu of Taxes (PILT) Payments to Itasca County.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Ben DeNucci
SECONDER:	Commissioner Burl Ives
AYES:	Terry Snyder, Burl Ives, Ben DeNucci
ABSENT:	Davin Tinquist, Leo Trunt

8. County Government Appreciation Day

Motion To: Adopt the Resolution Re: County Government Appreciation Day.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Ben DeNucci
AYES:	Terry Snyder, Burl Ives, Ben DeNucci
ABSENT:	Davin Tinquist, Leo Trunt

9. Recognition of County Employees

The following employees were recognized:

Welcome new employee, Nevada Childs, Corrections Agent, Probation Department effective April 18, 2022.

Farewell to Ryan Dowell whose last day as a Highway Maintenance Worker will be April 28, 2022 after 4 months of service.

Congratulations to Walker Maasch in taking a new job assignment from an Assessment Technician to Assessor/Appraiser I, Assessor Department effective May 1, 2022.

Welcome new employee, Matthew Grossell, Deputy Sheriff/Road Deputy, Sheriff's Department effective April 25, 2022.

Farewell to Tanya Elich whose last day as an Assessment Technician, Assessor's Office, will be April 29, 2022 after 4 years of service.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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RECESS

Motion To: Go into Recess at 2:49 PM.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Ben DeNucci
AYES:	Terry Snyder, Burl Ives, Ben DeNucci
ABSENT:	Davin Tinquist, Leo Trunt

RECOVENE

Chair Snyder reconvened the meeting at 3:10 PM, with all members present, except Tinquist and Trunt absent.

2. Legislative Conference Call

A Legislative Conference Call was provided by Representative Matt Bliss and Itasca County Lobbyist Loren Solberg.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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VII. COMMISSIONER COMMENTS

County Attorney Matti Adam provided comment regarding the upcoming Itasca County Traffic Safety Summit hosted by the Itasca County Toward Zero Deaths (TZD) Safe Roads Coalition.

Commissioner Ives provided comment regarding the many calls he has received regarding valuations as well as upcoming meetings regarding Short Term Rental properties.

Commissioners DeNucci and Snyder provided comment regarding the obligation of the State of Minnesota to reimburse Probation Officer salary costs per M.S. 244.19.

Commissioner Snyder provided comment regarding a presentation he provided, along with County Administrator Brett Skyles, at a recent ItasCAP meeting regarding the Itasca County Justice Center and Referendum.

VIII. CLOSED SESSIONS**IX. ADJOURN**

Chair Snyder adjourned the meeting at 3:54 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, May 3, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2362

DEPARTMENT: Administrative Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Amanda Schultz

AGENDA ITEM:

Resignation of Appointment

BOARD ACTION REQUESTED:

Accept the resignation of Lee Ringdahl from the Itasca County Housing & Redevelopment Authority, effective Tuesday, May 10, 2022.

BACKGROUND:

Resignation was provided to Diane Larson on or about March 9, 2022. As there are no current applications on file, we will need to advertise to fill the created vacancy.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

05/03/2022

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/10/2022 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 3, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2363

DEPARTMENT: Administrative Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Amanda Schultz

AGENDA ITEM:

Resignation of Appointment

BOARD ACTION REQUESTED:

Accept the resignation of Amy Blomquist from the Itasca County Housing & Redevelopment Authority as a Representative for Residents of Public Housing, effective Tuesday, May 10, 2022.

BACKGROUND:

Resignation was provided to Diane Larson on or about March 9, 2022. The process to fill this vacancy has already started.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

05/03/2022

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/10/2022 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 3, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2356

DEPARTMENT: Auditor / Treasurer

TIME REQUESTED: < 5 Minutes

PRESENTER: Deb Davis

AGENDA ITEM:

Gambling Permit

BOARD ACTION REQUESTED:

Approve Application to Conduct Off-Site Gambling, as requested by the Nashwauk Volunteer Firemen's Relief Association.

BACKGROUND:

Nashwauk Volunteer Firemen's Relief Association will be holding a raffle on 6/25/2022 at MJ's Bar & Grill located at 28179 East Shore Drive, Pengilly MN 55775.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

05/03/2022

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/10/2022 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 3, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2357

DEPARTMENT: Auditor / Treasurer

TIME REQUESTED: < 5 Minutes

PRESENTER: Deb Davis

AGENDA ITEM:

Liquor License

BOARD ACTION REQUESTED:

Approve new On-Sale, Off-Sale, and Sunday Liquor Licenses for SGWild Corporation dba Sure Game Wilderness Resort located at 52385 County Road 31, Wirt MN 56688.

BACKGROUND:

SGWild will be purchasing the Sure Game Wilderness Resort from Jeffrey & Debra Schanno on June 1, 2022.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

05/03/2022

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/10/2022 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 3, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2358

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Eric Villeneuve

AGENDA ITEM:

Lease Addendum Between Itasca County and Kootasca Community Action

BOARD ACTION REQUESTED:

Approve the Addendum to the Lease Agreement between Itasca County and Kootasca Community Action, Inc extending the current lease for the time period of 07/01/2022 - 06/30/2023 and authorize the County Board Chair to sign the lease agreement.

BACKGROUND:

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

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Kootasca Addendum 2022-2023

05/03/2022

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/10/2022 2:30 PM
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ADDENDUM
to
Lease Agreement
Between Itasca County
and
Kootasca Community Action, Inc.

WE THE PARTIES HERETO, AGREE THAT THE TERMS AND AGREEMENT OF THE CURRENT LEASE AGREEMENT FOR SPACE AT THE ITASCA RESOURCE CENTER, CURRENTLY IN PLACE FOR THE TERM OF MAY 1, 2018 THROUGH JUNE 30, 2022 BE EXTENDED JULY 1, 2022 THROUGH JUNE 30, 2023:

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

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

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

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

All other descriptions remain unchanged in the 2018 Lease Agreement.

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

APPROVED:

Chairperson, Itasca County Board

Date

Director of Lessee Agency

Date

Director, Itasca County Health & Human Services

Date



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 3, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2359

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Eric Villeneuve

AGENDA ITEM:

Lease Addendum Between Itasca County and Independent School District #318

BOARD ACTION REQUESTED:

Approve the Addendum to the Lease Agreement between Itasca County and Independent School District #318 extending the current lease for the time period of 07/01/22 - 06/30/2023 and authorize the County Board Chair to sign the lease agreement.

BACKGROUND:

Independent School District #318 will be leasing 4,444 total square feet of space within the Itasca Resource Center. They will pay \$13.00 a square foot, the lease dollars will go into the IRC Building Fund. ICHHS recommends approval.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. ISD 318 Addendum 2022-2023

05/03/2022

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/10/2022 2:30 PM
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ADDENDUM
to
Lease Agreement
Between Itasca County
and
Independent School District #318

WE THE PARTIES HERETO, AGREE THAT THE TERMS AND AGREEMENT OF THE CURRENT LEASE AGREEMENT FOR SPACE AT THE ITASCA RESOURCE CENTER, CURRENTLY IN PLACE FOR THE TERM OF APRIL 1, 2018 THROUGH JUNE 30, 2022 BE EXTENDED JULY 1, 2022 THROUGH JUNE 30, 2023:

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

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

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

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

All other descriptions remain unchanged in the 2018 Lease Agreement.

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

APPROVED:

Chairperson, Itasca County Board

Date

Director of Lessee Agency

Date

Director, Itasca County Health & Human Services

Date



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 3, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2360

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Eric Villeneuve

AGENDA ITEM:

Resolution Regarding the RFP for Minnesota Senior Health Options and Minnesota Senior Care Plus Programs

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Request for Proposals to Provide Health Care Services to Recipients of Minnesota Senior Health Options and Minnesota Senior Care Plus Programs in Itasca County, which ranks Itasca Medical Care (IMCare) as number one and being our choice as a Managed Care Organization for Minnesota Senior Health Options and Minnesota Senior Care Plus Programs.

BACKGROUND:

It is the request of HHS Director Eric Villeneuve to take action on this item at the May 10, 2022 Regular Session.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

05/03/2022

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/10/2022 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 3, 2022

RESOLUTION

RE: REQUEST FOR PROPOSALS TO PROVIDE HEALTH CARE SERVICES TO RECIPIENTS OF MINNESOTA SENIOR HEALTH OPTIONS AND MINNESOTA SENIOR CARE PLUS PROGRAMS IN ITASCA COUNTY

WHEREAS, the Minnesota Department of Human Services has published a Request for Proposals to provide health care services to recipients of Minnesota Senior Health Options and Minnesota Senior Care Plus Programs in eighty seven (87) Minnesota counties, including Itasca County; and

WHEREAS, the Minnesota Department of Human Services has requested county evaluations and recommendations regarding the RFP proposals from each respective county; and

WHEREAS, Itasca Medical Care, HMO Minnesota d/b/a Blue Plus, Medica, UCare and United Healthcare submitted proposals to provide managed health care services in Itasca County; and

WHEREAS, representatives of Itasca County Health and Human Services have reviewed and evaluated the proposals; and

WHEREAS, Itasca Medical Care was ranked number one and submitted a proposal that will meet all of our needs for health care services of Minnesota Senior Health Options and Minnesota Senior Care Plus Programs because of their long standing relationship with Itasca County, their robust provider network in Itasca County and their excellent service to Itasca County clients;

NOW THEREFORE BE IT RESOLVED that the Itasca County Board of Commissioners supports the recommendation of Itasca County Health and Human Services approving Itasca Medical Care as a Managed Care Organization (MCO) providing health care services to recipients of Minnesota Senior Health Options and Minnesota Senior Care Plus Programs in Itasca County.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 3, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2361

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Eric Villeneuve

AGENDA ITEM:

Resolution Regarding the RFP for Special Needs BasicCare and Integrated Special Needs BasicCare

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Request for Proposals to Provide Health Care Services to Recipients of Special Needs BasicCare and Integrated Special Needs BasicCare in Itasca County, which ranks Medica as number one and being our choice as a Managed Care Organization for Special Needs BasicCare and Integrated Special Needs BasicCare.

BACKGROUND:

It is the request of HHS Director Eric Villeneuve to take action on this item at the May 10, 2022 Regular Session.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

05/03/2022

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/10/2022 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 3, 2022

RESOLUTION

**RE: REQUEST FOR PROPOSALS TO PROVIDE HEALTH CARE SERVICES TO RECIPIENTS OF
SPECIAL NEEDS BASICCARE AND INTEGRATED SPECIAL NEEDS BASICCARE IN ITASCA
COUNTY**

WHEREAS, the Minnesota Department of Human Services has published a Request for Proposals to provide health care services to recipients of Special Needs BasicCare and Integrated Special Needs BasicCare in eighty seven (87) Minnesota counties, including Itasca County; and

WHEREAS, the Minnesota Department of Human Services has requested county evaluations and recommendations regarding the RFP proposals from each respective county; and

WHEREAS, Medica, UCare and United Healthcare submitted proposals to provide managed health care services in Itasca County; and

WHEREAS, representatives of Itasca County Health and Human Services have reviewed and evaluated the proposals; and

WHEREAS, Medica was ranked number one and submitted a proposal that will meet the needs for health care services of Special Needs BasicCare and Integrated Special Needs BasicCare;

NOW THEREFORE BE IT RESOLVED, that the Itasca County Board of Commissioners supports the recommendation of Itasca County Health and Human Services approving Medica as a Managed Care Organization (MCO) providing health care services to recipients of Special Needs BasicCare and Integrated Special Needs BasicCare in Itasca County.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 3, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2348

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Cindy Shevich

AGENDA ITEM:

Application for Repurchase of Tax-Forfeited Parcel by Todd and Colleen Clusiau

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Repurchase of the North Half (N1/2) of the Southeast Quarter of the Northeast Quarter (SE NE), Section Seven (7), Township Sixty (60), Range Twenty-three (23) by Todd and Colleen Clusiau.

BACKGROUND:

This property forfeited on October 31, 2021 for non-payment of property taxes. Itasca County has received payment for all delinquent taxes, penalties, interest and associated costs.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. App Clusiau
2. Location_Map 53-007-1400

05/03/2022

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/10/2022 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 3, 2022

RESOLUTION

**RE: REPURCHASE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE
NORTHEAST QUARTER, SECTION 7, TOWNSHIP 60, RANGE 23**

WHEREAS, Minn. Stat. 282.241 provides that the State of Minnesota held in trust for the taxing districts may be repurchased by the owner at the time of forfeiture, or the owner's heir, devisee, or representative, or any person to whom the right to pay taxes was given by statute, mortgage, or other agreement, subject to adoption of a resolution by the County board and payment of the sum of all delinquent taxes, penalties, interest and associated costs, and

WHEREAS, the applicant, Todd and Colleen Clusiau, has applied to repurchase State of Minnesota land held in trust for the taxing districts legally described as:

North Half (N1/2) of the Southeast Quarter of the Northeast Quarter (SE NE), Section Seven (7), Township Sixty (60), Range Twenty-three (23) and

WHEREAS, the applicant is eligible to repurchase the property, and

WHEREAS, approving the repurchase will promote the use of lands that will best serve the public interest.

NOW THEREFORE BE IT RESOLVED, the Itasca County Board approves the repurchase application by Todd and Colleen Clusiau, subject to payment including taxes, penalties and interest of \$2,495.29; deed tax \$1.65; deed fee \$25.00; recording fee \$46.00; repurchase application fee \$300.00 for a total of \$2,867.94.

APPLICATION FOR REPURCHASE OF FORFEITED LANDS

Pursuant to Minnesota, Statutes Section 282.241

To The Board of County Commissioners and The County Auditor of **Itasca** County, Minnesota:

The undersigned **Todd Clusiau and Colleen Clusiau, husband and wife** hereby makes application to repurchase from the State of Minnesota the following described land, pursuant to Minnesota Statutes, Section 282.241, Said land is situated in said **Itasca** County, Minnesota, and more particularly described as follows:

North Half (N1/2) of the Southeast Quarter of the Northeast Quarter (SE NE)
located in Itasca County
SECTION 7, TOWNSHIP 60, RANGE 23

Applicant states and shows that at the time of the forfeiture to the State of the said land for taxes hereinafter set out, they were the owners and taxpayers.

That said land forfeited to the State on the 31st day of October, 2021

That such taxes became delinquent 2017 and remained delinquent
and unpaid for the subsequent years of 2018-2022.

That the aggregate of all delinquent taxes and assessments, with penalties, costs and interest, exclusive of taxes and assessments to be reinstated as provided by Minnesota Statutes, Section 282.

251, is the sum of Two Thousand eight hundred sixty-seven and 94/100th Dollars (\$2,867.94), which includes (taxes, penalties & interest \$2,495.29; plus deed tax \$1.65; deed issuance fee \$25.00; recording fee \$46.00; application fee \$300.00)

That permission to repurchase said land is hereby requested for the reasons stated as follows:

Because I don't want to lose it, it's been in the family for 60 years.

This applicant offers to pay upon such repurchase not less than one-tenth of the aggregate sum of said delinquent taxes and assessments together with penalties and costs, with interest at the rate fixed by law for the respective years computed to the date of repurchase from the time such taxes and assessments became delinquent, and also the sum of taxes and assessments with penalties and costs, with interest at the rate fixed by law for the respective years to the date of repurchase from the time such taxes and assessments would have been delinquent that would have been levied and assessed against such parcel between the date of forfeiture and the date of repurchase, all due and to be computed as set out in the Minnesota Statutes, Section 282.251, and to pay the remaining portion of repurchase price in ten equal annual installments, with the privilege of paying the unpaid balance in full at any time with interest at four percent per annum on the balance remaining unpaid each year.

Dated 7-12, 2022

Todd Clusiau
Applicant

Applicant

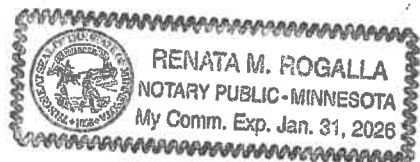
State of Minnesota, } ss.
County of Itasca

Todd Clusiau and Colleen Clusiau, husband and wife being duly sworn, deposes and says: that they are the applicants and petitioners in the forgoing petition; that they have read said petition and knows the contents thereof; that the same is true of their own knowledge save as to the matters therein stated on information and belief and as to those matters they believe it to be true.

Subscribed and sworn to before me this

12th day of April, 2022

Renata Rogalla



Continuation of Application for Repurchase of Forfeited Lands

Colleen Clusiau
Colleen Clusiau

State of Minnesota

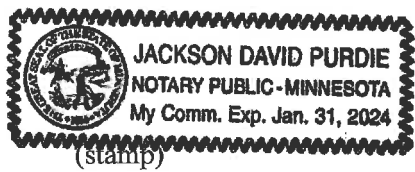
County of Itasca

Colleen Clusiau, spouse of Todd Clusiau, being duly sworn, deposes and says: that she is the applicant and petitioner in the forgoing petition; that she has read said petition and knows the contents thereof; that the same is true of their own knowledge save as to the matters therein stated on information and belief and as to those matters she believes it to be true.

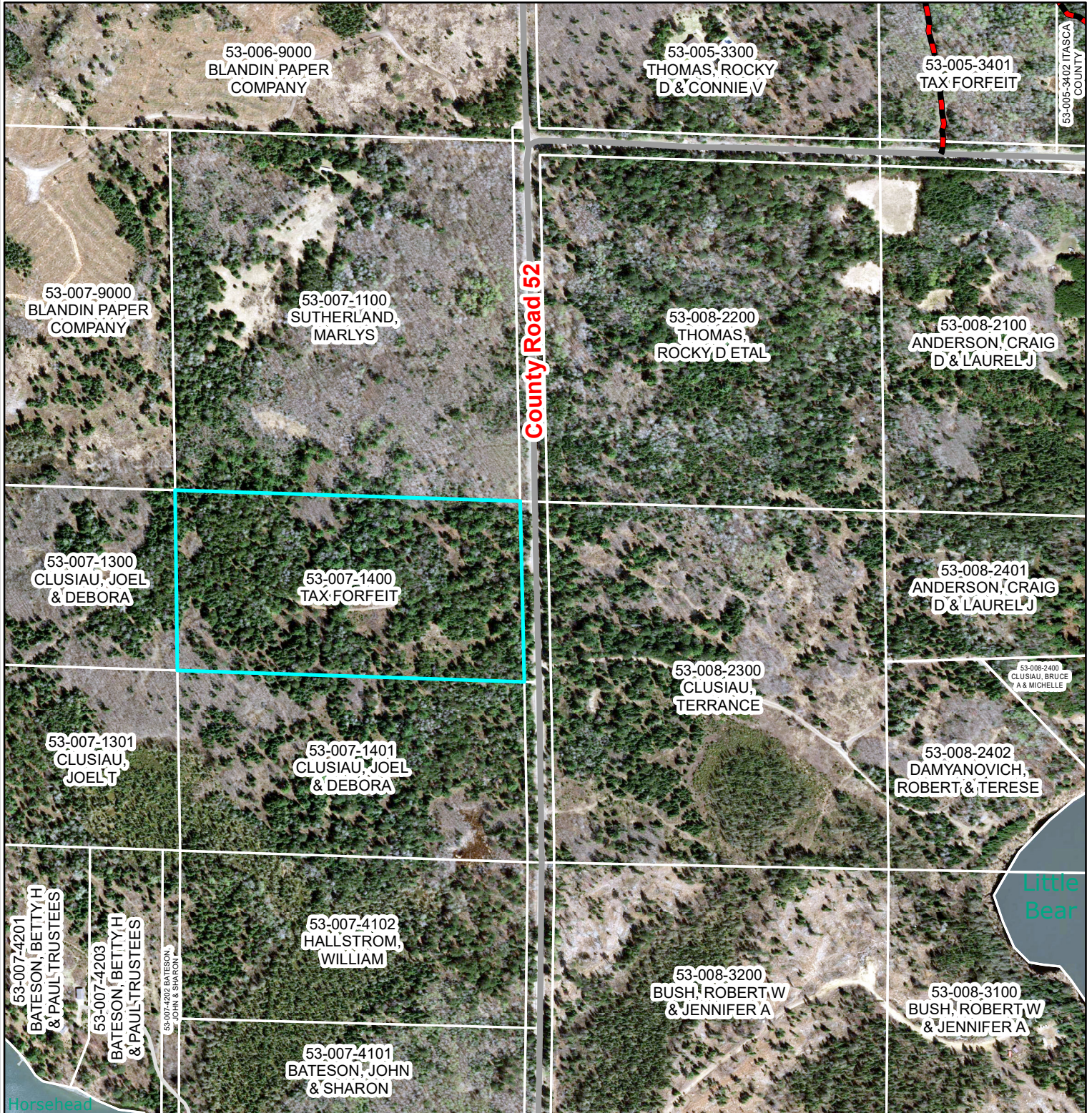
Subscribed and sworn to before me this

19th day of April, 2022.

Jackson David Purdie
Notary Signature



Application for Repurchase of 53-007-1400
N1/2 SE NE, Section 7, Twp 60, Rge 23



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



25000

Feet



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 3, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2353

DEPARTMENT: Transportation
PRESENTER: Ryan Sutherland

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
2022 Pavement Markings

BOARD ACTION REQUESTED:

Award County Project 2022-04 for 2022 Pavement Markings to the lowest responsible bidder, Sir Lines-A-Lot, LLC, in the amount of \$184,128.00 and authorize the necessary signatures to execute the contract documents.

BACKGROUND:

Bids were opened for the 2022 Pavement Marking Services on April 19, 2022. Two bids were received.

Sir Lines-A-Lot, LLC	\$184,128.00
Traffic Marking Service	\$186,738.00

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION: None

05/03/2022

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/10/2022 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 3, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2349

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Cindy Shevich

AGENDA ITEM:

Utility Easement for Lake Country Power on Tax-Forfeited Trust Land on Sec 4, Twp 61, Rge 22

BOARD ACTION REQUESTED:

Approve utility easement for construction, maintenance and operation of an overhead electric telecommunication line over and across tax-forfeited trust lands in Section 4, Township 61, Range 22 and Section 33, Township 62, Range 22 and authorize necessary signatures.

BACKGROUND:

This easement is for construction of overhead power lines for electric service to benefit an adjacent land owner.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Easement 4-61-22 NE
2. Easement 33-62-22 SE NE
3. Location_Map 33-62-22
4. Location_Map 4-61-22

05/03/2022

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/10/2022 2:30 PM
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ITASCA COUNTY UTILITY EASEMENT

This easement is granted this ____ day of _____, 2022, by Itasca County on behalf of the State of Minnesota in trust for the taxing districts, hereinafter referred to as the Grantor, to Lake Country Power of 26039 Bear Ridge Drive, Cohasset, MN 55721, hereinafter referred to as the Grantee.

The address of the Grantee for purposes of any notification required herein shall be 26039 Bear Ridge Drive, Cohasset, MN 55721.

RECITALS

1. This easement is granted pursuant to the provisions of Minnesota Statutes Section 282.04, Subd. 4, which authorizes the County Auditor to grant easements upon unsold, tax-forfeited lands.
2. The Grantee desires to obtain an easement for overhead power line purposes and the Grantor desires to grant such an easement upon the property below described.
3. The Itasca County Board of Commissioners, by Board Action dated the ____ day of _____, 2022, have prescribed the terms set forth below.

NOW, THEREFORE, in consideration of the premises and terms hereinafter set forth, the Grantor hereby grants unto the Grantee its heirs, successors and assigns, until terminated as hereinafter provided, full right and authority to enter at any time upon, across and under a strip of land 40 feet in width on the parcels hereinafter described, and from time to time to erect, maintain, repair, upgrade, rebuild, relocate, operate and patrol power lines, including the right to erect poles and other power line structures, wires, cables, pipes and any necessary appurtenances, the right to clear said strip and keep it clear from brush, trees, buildings and fire hazards and the right to remove dangerous trees, if any, located beyond the limits of said strip.

TERMS

I.

Said easement is granted upon the following described parcels of unsold, tax-forfeited lands situated in Itasca County, Minnesota:

Over and across the West 40.00 feet of the East 55.00 feet of the Southeast Quarter of the Northeast Quarter (SE NE) and the West 40.00 feet of the East 55.00 feet of Government Lot One (1), all in Section Four (4), Township Sixty-one (61), Range Twenty-two (22), as shown in the attached Survey Exhibit.

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

II.

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

III.

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

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

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

IV.

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

V.

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

VI.

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

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

VII.

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

VIII.

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

IX.

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

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

X.

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

XI

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

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

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

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

Limits

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

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

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

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

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

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

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

a. Workers' Compensation: (Statutory Limits)

Employer's Liability Insurance:

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

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

b. Commercial General and Automobile Liability Insurance:

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

Coverages above shall also include:

Premises - Operations
Contractual Liability (including oral and written contracts)
Explosion, Collapse, Underground Property Damage (XCU)

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

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

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

XII.

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

XIII.

Additional construction and maintenance specifications:

- A. Right-of-way construction, maintenance and associated activities must be confined to the stated right-of-way. Grantor agrees to grant temporary easements as are reasonably necessary for the purposes of construction and maintenance. No damage or improvements to access roads and other areas may be done outside of the right-of-way without permission from the Land Commissioner. The Land Commissioner must be notified before motor vehicles are used off traveled roadways or on vehicle restricted County trails, or before heavy equipment is moved across this easement or County lands not described herein. Prior approval and notification is not required during emergencies. However, the Land Commissioner must be notified within five (5) days of such use, damage or improvement to permit timely assessment of the extent of damage, if any, and to ensure proper reparations and repairs.
- B. All timber, slash, rocks and similar debris left on County land must be disposed of in a manner acceptable to the Land Commissioner.
- C. Organic soil material and mineral soil must be left in place on the right-of-way unless approved by the Land Commissioner.
- D. On utilities whose presence is not readily visible on the ground surface, such as on underground service lines with narrow, unmaintained right-of-ways, the utility line location must be signed at all angle points and at other locations as needed so that the distance between signs does not exceed 5 chains or 330 feet.
- E. Upon completion of the right-of-way construction and utility installation, the Grantee shall restore the right-of-way to an environmentally sound condition. This may include, but is not limited to, eliminating any erosion problems and re-establishing stable vegetative cover as acceptable to the Land Commissioner.
- F. Construction and maintenance of the utility easement and system will be performed by the Grantee without any cost to the Grantor.

- G. Grantee must mark all survey markers within the easement prior to right of way construction and maintenance. Grantee shall restore at Grantee's expense all survey markers damaged by Grantee or Grantee's contractors.

XIV

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

XV

If at any time the road easement holder shall deem it necessary to make any improvements or changes on all or any part of the road right of way on which this utility is located, then and in such event, the Grantee shall within 15 days after written notice from the easement holder, or its authorized agent, proceed to alter, change, vacate or remove said utility from the road right of way so as to conform to said road changes and as directed by the easement holder. Such work shall be done without any cost whatsoever to the road easement holder and shall be completed within the date specified in said written notice. The utility shall assume all liability and save the easement holder harmless from any and all claims of damage of any nature whatsoever occasioned by reason of not having removed said utility within the time specified in said notice.

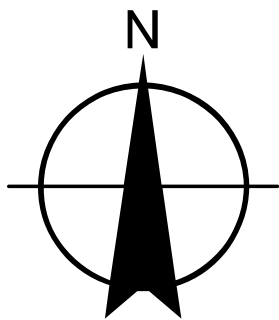
IN TESTIMONY WHEREOF, the County Auditor of the County of Itasca, State of Minnesota, has affixed his hand and seal this _____ day of _____, 20 ____.

by _____
Itasca County Chief Deputy Auditor

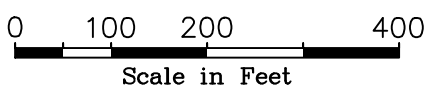
Page 11 of 11

SURVEY EXHIBIT

Utility Easement across Itasca County Administered Tax Forfeit land
The East Half of the Northeast Quarter, Section 4,
T 61 N, R 22 W, Itasca County, Minnesota



The orientation of this survey is based on Grid North, Itasca County Coordinate System, North Zone



Legend

- Denotes section corner monument of record
- ⊗ Denotes calculated position
- × Denotes easement dimension point

- Denotes described centerline of utility easement
- - - - - Denotes overhead power line
- ==== Denotes gravel surface of road

Surveyor's Affidavit

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

Jeffrey P. Major
Jeffrey P. Major

Date: 3/18/22 Registration No. 44902

Government Lot 1, Section 4

Parcel 06-004-1100
County Administered Tax Forfeit

Total area of 40' wide utility easement
= 2.28 Acres (99,285± Sq. ft.)

Easement area outside of road R/W
= 1.37± Acres (59,516± Sq. ft.)

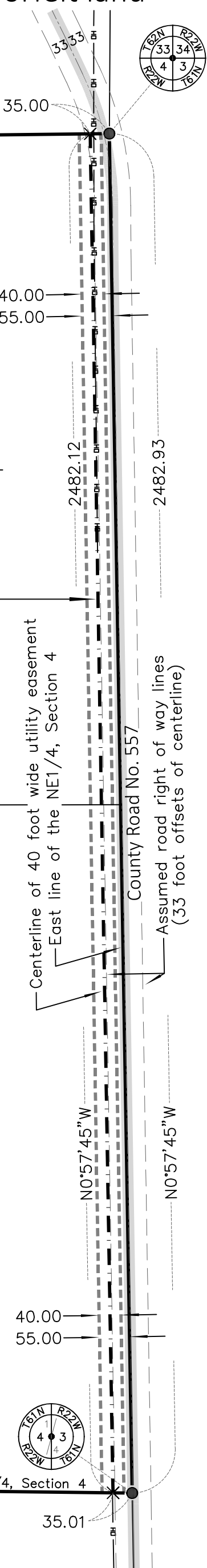
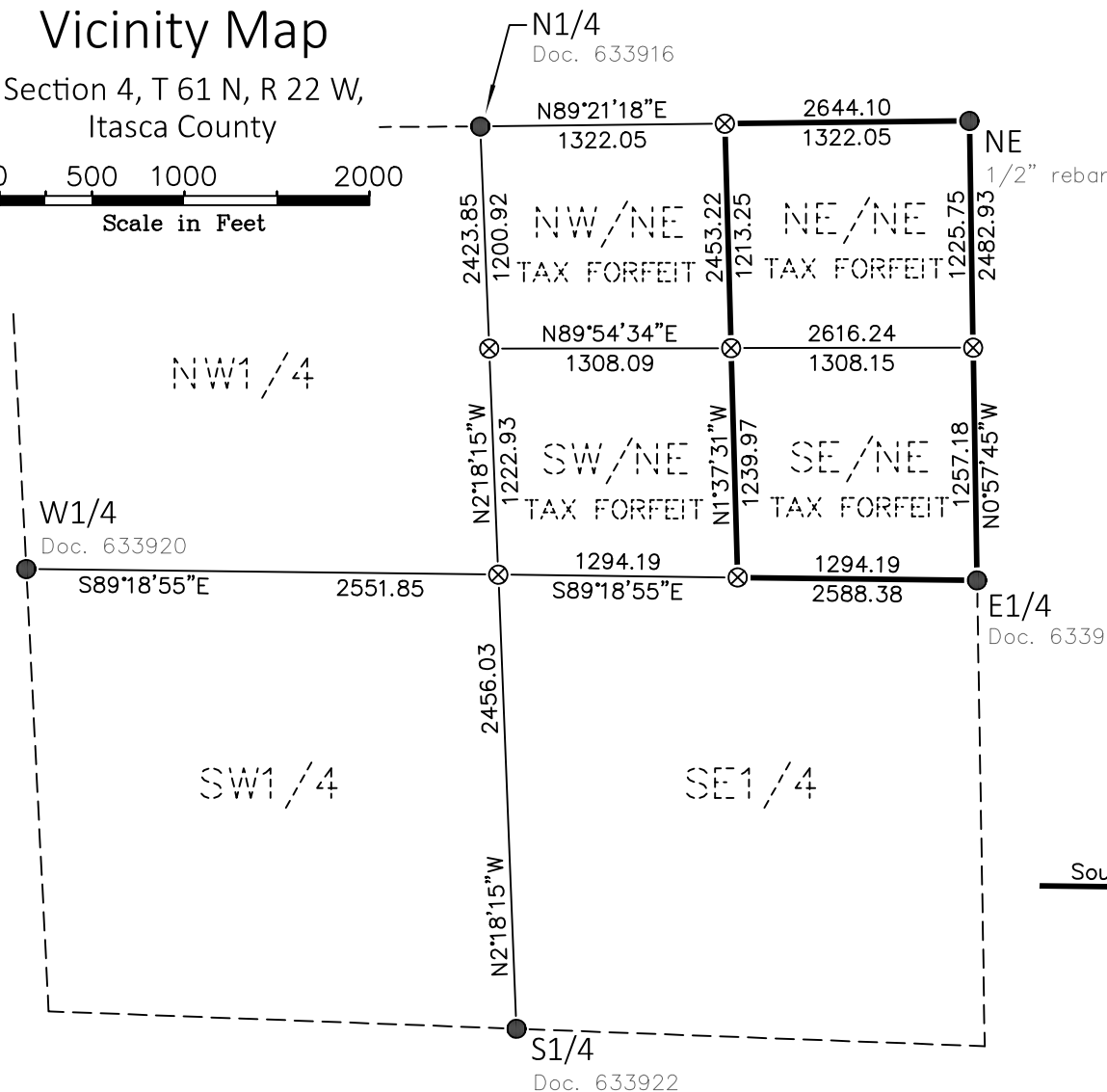
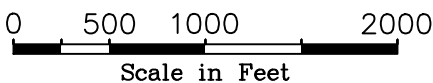
Total length of easement centerline
= 2482.12 feet

SE1/4--NE1/4, Section 4

Parcel 06-004-1400
County Administered Tax Forfeit

Vicinity Map

Section 4, T 61 N, R 22 W,
Itasca County



LAKE COUNTRY POWER

ITASCA COUNTY UTILITY EASEMENT

This easement is granted this ____ day of _____, 2022, by Itasca County on behalf of the State of Minnesota in trust for the taxing districts, hereinafter referred to as the Grantor, to Lake Country Power of 26039 Bear Ridge Drive, Cohasset, MN 55721, hereinafter referred to as the Grantee. The address of the Grantee for purposes of any notification required herein shall be 26039 Bear Ridge Drive, Cohasset, MN 55721.

RECITALS

1. This easement is granted pursuant to the provisions of Minnesota Statutes Section 282.04, Subd. 4, which authorizes the County Auditor to grant easements upon unsold, tax-forfeited lands.
2. The Grantee desires to obtain an easement for overhead power line purposes and the Grantor desires to grant such an easement upon the property below described.
3. The Itasca County Board of Commissioners, by Board Action dated the ____ day of _____, 2022, have prescribed the terms set forth below.

NOW, THEREFORE, in consideration of the premises and terms hereinafter set forth, the Grantor hereby grants unto the Grantee its heirs, successors and assigns, until terminated as hereinafter provided, full right and authority to enter at any time upon, across and under a strip of land 40 feet in width on the parcels hereinafter described, and from time to time to erect, maintain, repair, upgrade, rebuild, relocate, operate and patrol power lines, including the right to erect poles and other power line structures, wires, cables, pipes and any necessary appurtenances, the right to clear said strip and keep it clear from brush, trees, buildings and fire hazards and the right to remove dangerous trees, if any, located beyond the limits of said strip.

TERMS

I.

Said easement is granted upon the following described parcels of unsold, tax-forfeited lands situated in Itasca County, Minnesota:

Over and across the West 40.00 feet of the East 54.00 feet of the Southeast Quarter of the Northeast Quarter (SE NE), Section 33, Township 62, Range 22, as shown in the attached Survey Exhibit.

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

II.

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

III.

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

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

IV.

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

V.

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

VI.

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

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

VII.

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

VIII.

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

IX.

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

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

X.

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

XI

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

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

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

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

Limits

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

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

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

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

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

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

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

- a. Workers' Compensation: (Statutory Limits)

Employer's Liability Insurance:

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

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

- b. Commercial General and Automobile Liability Insurance:

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

Coverages above shall also include:

Premises - Operations
Contractual Liability (including oral and written contracts)
Explosion, Collapse, Underground Property Damage (XCU)

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

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

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

XII.

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

XIII.

Additional construction and maintenance specifications:

- A. Right-of-way construction, maintenance and associated activities must be confined to the stated right-of-way. Grantor agrees to grant temporary easements as are reasonably necessary for the purposes of construction and maintenance. No damage or improvements to access roads and other areas may be done outside of the right-of-way without permission from the Land Commissioner. The Land Commissioner must be notified before motor vehicles are used off traveled roadways or on vehicle restricted County trails, or before heavy equipment is moved across this easement or County lands not described herein. Prior approval and notification is not required during emergencies. However, the Land Commissioner must be notified within five (5) days of such use, damage or improvement to permit timely assessment of the extent of damage, if any, and to ensure proper reparations and repairs.
- B. All timber, slash, rocks and similar debris left on County land must be disposed of in a manner acceptable to the Land Commissioner.
- C. Organic soil material and mineral soil must be left in place on the right-of-way unless approved by the Land Commissioner.
- D. On utilities whose presence is not readily visible on the ground surface, such as on underground service lines with narrow, unmaintained right-of-ways, the utility line location must be signed at all angle points and at other locations as needed so that the distance between signs does not exceed 5 chains or 330 feet.
- E. Upon completion of the right-of-way construction and utility installation, the Grantee shall restore the right-of-way to an environmentally sound condition. This may include, but is not limited to, eliminating any erosion problems and re-establishing stable vegetative cover as acceptable to the Land Commissioner.
- F. Construction and maintenance of the utility easement and system will be performed by the Grantee without any cost to the Grantor.

- G. Grantee must mark all survey markers within the easement prior to right of way construction and maintenance. Grantee shall restore at Grantee's expense all survey markers damaged by Grantee or Grantee's contractors.

XIV

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

XV

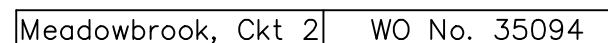
If at any time the road easement holder shall deem it necessary to make any improvements or changes on all or any part of the road right of way on which this utility is located, then and in such event, the Grantee shall within 15 days after written notice from the easement holder, or its authorized agent, proceed to alter, change, vacate or remove said utility from the road right of way so as to conform to said road changes and as directed by the easement holder. Such work shall be done without any cost whatsoever to the road easement holder and shall be completed within the date specified in said written notice. The utility shall assume all liability and save the easement holder harmless from any and all claims of damage of any nature whatsoever occasioned by reason of not having removed said utility within the time specified in said notice.

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

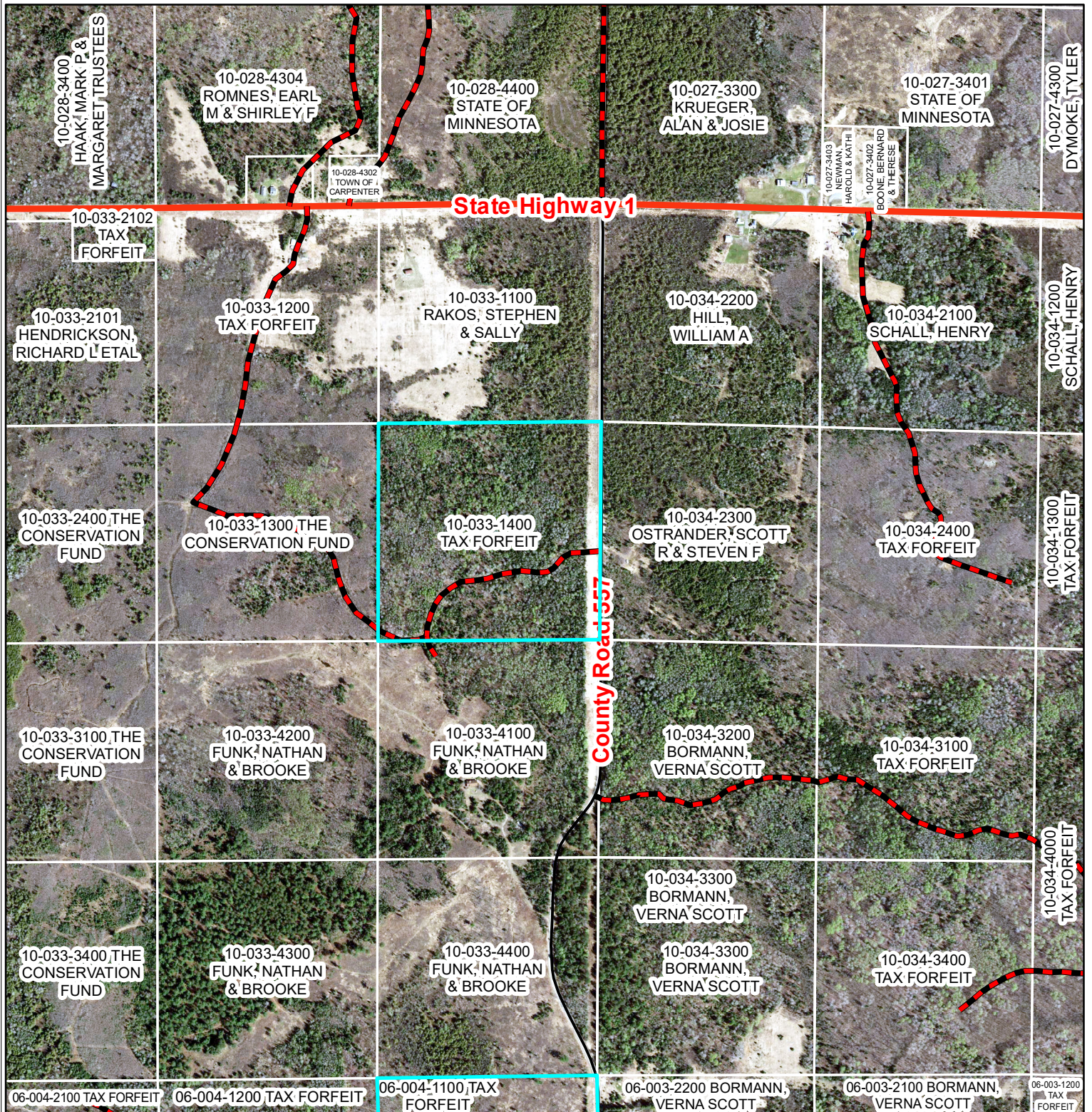
by _____
Itasca County Chief Deputy Auditor

Page 11 of 11

Utility Easement across Itasca County Administered Tax Forfeit land
The Southeast Quarter of the Northeast Quarter, Section 33,
T 62 N, R 22 W, Itasca County, Minnesota



SE NE, Sec 33-62-22
Parcel 10-033-1400



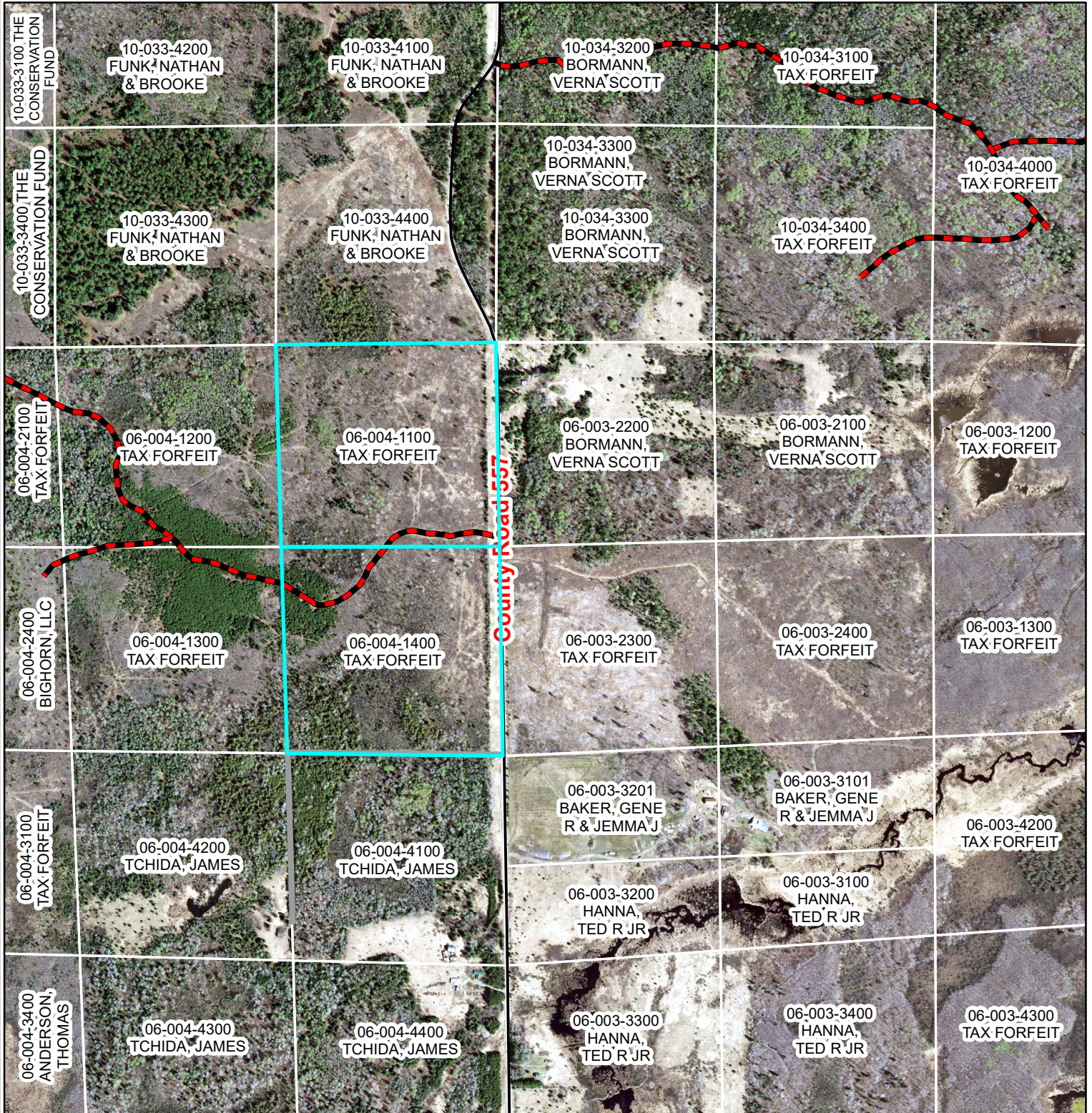
The Data is provided "as is" without warranty or any representation of accuracy, timeliness or completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the requester. The County makes no warranties, express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



500

Feet

Gov't Lot 1 & SE NE, Sec 4-61-22
Parcel #06-004-1100 & 1400



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



500

Feet



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 3, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2352

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Cindy Shevich

AGENDA ITEM:

Utility Easement for Lake Country Power on Tax-Forfeited Trust Land Section 1, Twp 55, Rge 23

BOARD ACTION REQUESTED:

Approve utility easement for construction, maintenance and operation of an overhead electric telecommunication line over and across tax-forfeited trust lands in Section 1, Township 55, Range 23 and authorize necessary signatures.

BACKGROUND:

This easement is for construction of overhead power lines for electric service to benefit an adjacent land owner.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Easement 1-55-23
2. Location_Map 1-55-23

05/03/2022

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/10/2022 2:30 PM
----------------	--------------------------------	---------------------------------

ITASCA COUNTY UTILITY EASEMENT

This easement is granted this ____ day of _____, 2022, by Itasca County on behalf of the State of Minnesota in trust for the taxing districts, hereinafter referred to as the Grantor, to Lake Country Power, hereinafter referred to as the Grantee. The address of the Grantee for purposes of any notification required herein shall be 26039 Bear Ridge Drive, Cohasset, MN 55721.

RECITALS

1. This easement is granted pursuant to the provisions of Minnesota Statutes Section 282.04, Subd. 4, which authorizes the County Auditor to grant easements upon unsold, tax-forfeited lands.
2. The Grantee desires to obtain an easement for Overhead power line purposes and the Grantor desires to grant such an easement upon the property below described.
3. The Itasca County Board of Commissioners, by Board Action dated the _____ day of _____, 2022, have prescribed the terms set forth below.

NOW, THEREFORE, in consideration of the premises and terms hereinafter set forth, the Grantor hereby grants unto the Grantee its heirs, successors and assigns, until terminated as hereinafter provided, full right and authority to enter at any time upon, across and under a strip of land 40 feet in width on the parcels hereinafter described, and from time to time to erect, maintain, repair, upgrade, rebuild, relocate, operate and patrol power lines, including the right to erect poles and other power line structures, wires, cables, pipes and any necessary appurtenances, the right to clear said strip and keep it clear from brush, trees, buildings and fire hazards and the right to remove dangerous trees, if any, located beyond the limits of said strip.

TERMS

I.

The 40 foot wide easement for utility purposes lies over, under and across Government Lot 2, Section 1, Township 55 North, Range 23 West, of the Fourth Principal Meridian, Itasca County, Minnesota, more particularly described as follows:

Said 40 foot wide easement lies 20 feet on each side of the following described centerline:
Commencing at the East Quarter Corner of Section 1, Township 55 North, Range 23 West, of the Fourth Principal Meridian; thence South 89 degrees 30 minutes 36 seconds West, assumed bearing along the east-west quarter line of said Section 1, a distance of 1600.00 feet to the point of beginning of the centerline to be described; thence North 2 degrees 46 minutes 00 seconds West 174.00 feet; thence North 33 degrees 55 minutes 00 seconds West 143.00 feet; thence North 16 degrees 51 minutes 00 seconds West 343.00 feet; thence North 3 degrees 58 minutes 00 seconds West 706.00 feet; thence North 40 degrees 00 minutes 00 seconds East 581.50 feet; thence North 35 degrees 50 minutes 00 seconds East 318.00 feet; thence North 21 degrees 55 minutes 00 seconds East 642.62 feet, more or less, to the north line of said Section 1 and there terminating.

The sidelines of said 40 foot wide easement are to be lengthened or shorted to terminate on the boundaries of said Government Lot 2.

SEE ATTACHED SURVEY

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

II.

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

III.

The Grantee, before entering upon the premises for construction purposes, shall pay to the Grantor the sum equal to the current market value of the easement. This amount is consideration for the granting of this easement. This fee is to be determined in accordance with the fee policy that is established by the Itasca County Board of Commissioners.

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

IV.

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

V.

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

VI.

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

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

VII.

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

VIII.

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

IX.

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

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

X.

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

XI

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

- A. GRANTEE agrees to defend, indemnify and hold harmless ITASCA COUNTY, its elected officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney fees resulting directly or indirectly from any act or omission of GRANTEE, anyone directly or indirectly employed by them and/or anyone for whose acts and/or omissions they may be liable in the performance of the use and presence required by this Easement and against all loss by reason of failure of said GRANTEE to perform fully, in any respect, all obligations under this Easement.

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

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

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

- b. Automobile Liability - Combined single limit each occurrence for bodily injury and property damage covering owned, non-owned and hired automobiles
- | | |
|--|---------------|
| | <u>Limits</u> |
| | \$1,500,000 |

- c. Workers' Compensation and Employer's Liability:
- Statutory Limits
- If the Contractor is based outside the State of Minnesota, coverage must apply to Minnesota laws

- d. Employer's Liability
- | | |
|--------------------------|-----------|
| Bodily injury by: | |
| Accident - Each Accident | \$500,000 |
| Disease - Policy Limit | \$500,000 |
| Disease - Each Employee | \$500,000 |

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

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

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

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

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

a. Workers' Compensation: (Statutory Limits)

Employer's Liability Insurance:

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

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

b. Commercial General and Automobile Liability Insurance:

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

Coverages above shall also include:

Premises - Operations

Contractual Liability (including oral and written contracts)

Explosion, Collapse, Underground Property Damage (XCU)

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

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

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

XII.

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

XIII.

Additional construction and maintenance specifications:

- A. Right-of-way construction, maintenance and associated activities must be confined to the stated right-of-way. Grantor agrees to grant temporary easements as are reasonably necessary for the purposes of construction and maintenance. No damage or improvements to access roads and other areas may be done outside of the right-of-way without permission from the Land Commissioner. The Land Commissioner must be notified before motor vehicles are used off traveled roadways or on vehicle restricted County trails, or before heavy equipment is moved across this easement or County lands not described herein. Prior approval and notification is not required during emergencies. However, the Land Commissioner must be notified within five (5) days of such use, damage or improvement to permit timely assessment of the extent of damage, if any, and to ensure proper reparations and repairs.
- B. All timber, slash, rocks and similar debris left on County land must be disposed of in a manner acceptable to the Land Commissioner.
- C. Organic soil material and mineral soil must be left in place on the right-of-way unless approved by the Land Commissioner.
- D. On utilities whose presence is not readily visible on the ground surface, such as on underground service lines with narrow, unmaintained right-of-ways, the utility line location must be signed at all angle points and at other locations as needed so that the distance between signs does not exceed 5 chains or 330 feet.
- E. Upon completion of the right-of-way construction and utility installation, the Grantee shall restore the right-of-way to an environmentally sound condition. This may include, but is not limited to, eliminating any erosion problems and re-establishing stable vegetative cover as acceptable to the Land Commissioner.
- F. Construction and maintenance of the utility easement and system will be performed by the Grantee without any cost to the Grantor.
- G. Grantee must mark all survey markers within the easement prior to right of way construction and maintenance. Grantee shall restore at Grantee's expense all survey markers damaged by Grantee or Grantee's contractors.

XIV

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

IN TESTIMONY WHEREOF, the County Auditor of the County of Itasca, State of Minnesota,
has affixed his hand and seal this day of , 2022.

COUNTY OF ITASCA
STATE OF MINNESOTA

by _____
Itasca County Chief Deputy Auditor

[illegible]

On this _____ day of _____, 2022, before me, a notary within and for said County, personally appeared Debra Davis, Chief Deputy Auditor of said County, to me personally known to be the person who executed the foregoing instrument on behalf of said County and acknowledged that she executed the same in his official capacity as her free act and deed pursuant to statutes in such case made and provided and pursuant to authority of the Itasca County Board of Commissioners.

(Notary Seal)

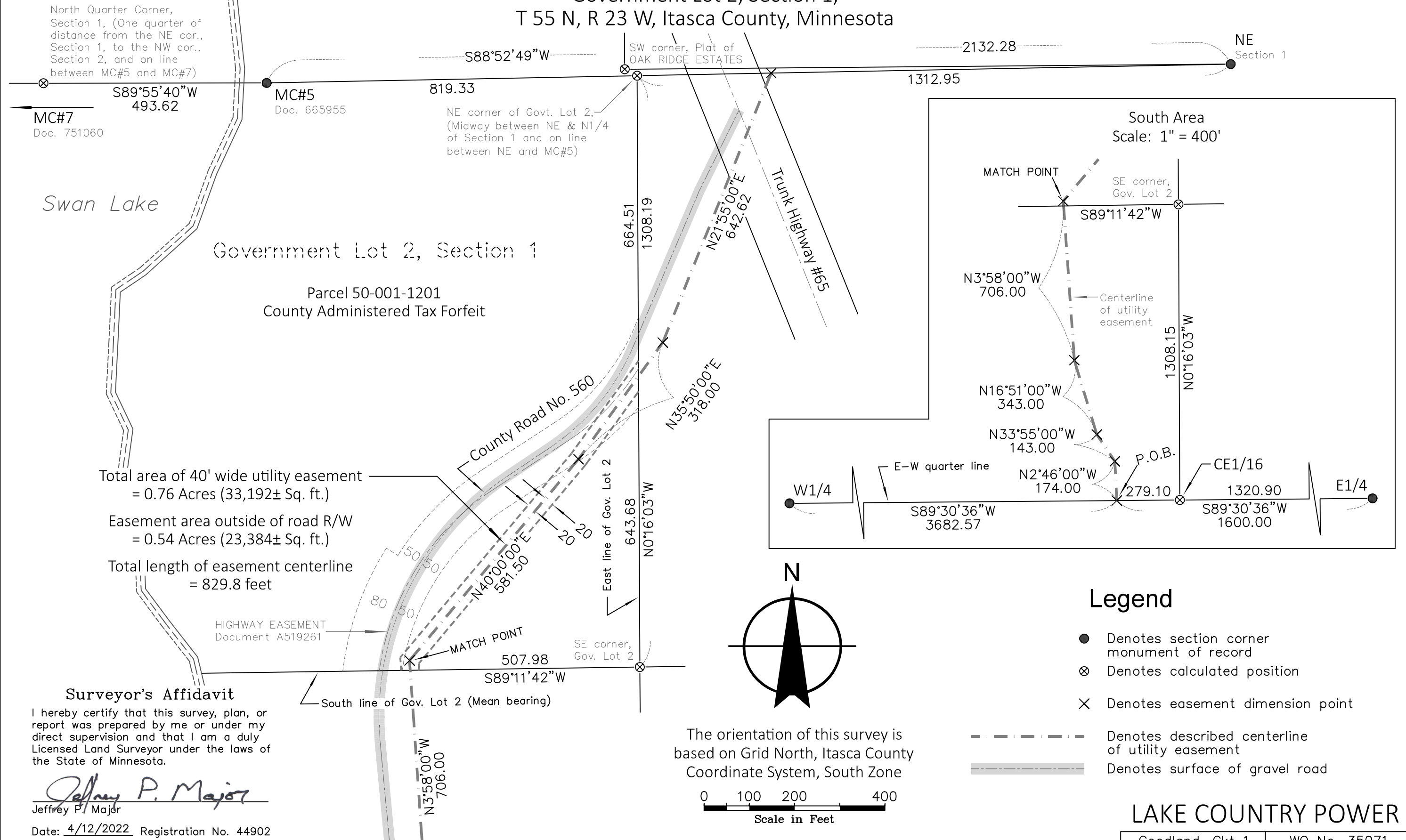
Notary Public

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

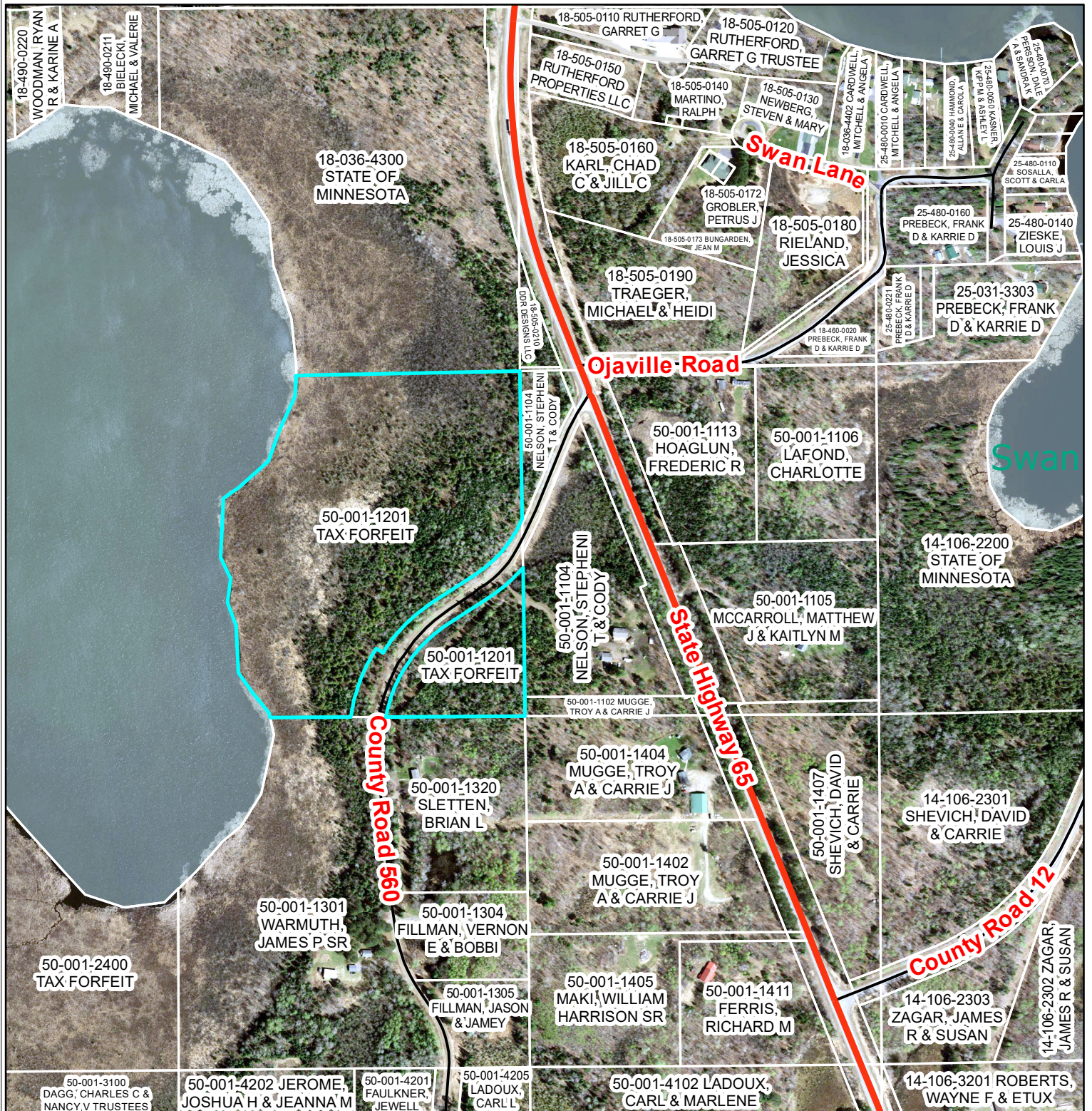
SURVEY EXHIBIT

Utility Easement across Itasca County Administered Tax Forfeit land

Government Lot 2, Section 1,
T 55 N, R 23 W, Itasca County, Minnesota



Gov't Lot 2, Sec 1-55-23
50-001-1201



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



25000
Feet



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 3, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2355

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Cindy Shevich

AGENDA ITEM:

Road Easement Exchange in Sections 3 & 10, Twp 149, Rge 29

BOARD ACTION REQUESTED:

Approve Road easement exchange between Tax-Forfeited Trust and private land owned by Alvwood COS, LLC in Sections 3 and 10, Twp 149, Rge 29 under the terms set forth in the attached easements and authorize signature of the County Auditor.

BACKGROUND:

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

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Esmt Alvwood to County
2. Esmt Cty to Alvwood Cos 3-149-29
3. Esmt Cty to Alvwood Cos 10-149-29

05/03/2022

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/10/2022 2:30 PM
----------------	--------------------------------	---------------------------------

ROAD EASEMENT

In consideration of payment of the sum of **One Dollar (\$1.00) and other valuable consideration (timber damages to be paid when incurred)**, the receipt of which is hereby acknowledged, Alvwood COS, LLC, a Limited Liability Company under the laws of Minnesota, whose address is 32522 Southwood Road, Grand Rapids, MN 55744, herein called "**Grantor**", on _____, 20__, there is hereby granted to **the State of Minnesota in trust for the taxing districts**, whose address is **c/o Itasca County Land Commissioner, 1177 LaPrairie Avenue, Grand Rapids, MN 55744**, its successors and assigns, herein called "**Grantee**", an easement for the purpose of ingress and egress over a roadway no more than 33 feet in width to travel by vehicle or other means on, over, through and across the following land, to-wit:

The Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4) and the Southeast Quarter of the Southwest Quarter (SE1/4 SW1/4), Section Three (3), Township One Hundred Forty-nine (149), Range Twenty-nine (29), lying within 16.5 feet of each side of the centerline of the road as described on the **Attached Sketch and Description**.

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

1. This easement is granted pursuant to the provisions of Minnesota Statutes Section 282.04, Subd. 5, which states that a county is not a road authority with respect to a road acquired for the purpose of managing tax-forfeited lands; and is subject to payment of the easement fee stated above.
2. Road construction and maintenance activities under such easement shall not exceed 33 feet in width without written approval by **Grantor**.
3. All roadway construction and maintenance desired by the **Grantee** shall be the responsibility of the **Grantee** without any cost to the **Grantor**. Any merchantable timber cut by the **Grantee** on the above mentioned right-of-way will be paid for by the **Grantee** at prevailing timber prices.

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

Grantor
Alvwood COS, LLC

By: _____
Title: _____

This instrument was acknowledged before me this _____ day of _____, 20__ by _____, the _____ and by _____, the _____ of Alvwood COS, LLC, a Limited Liability Company under the laws of Minnesota, Grantors.

Page 2 of 2

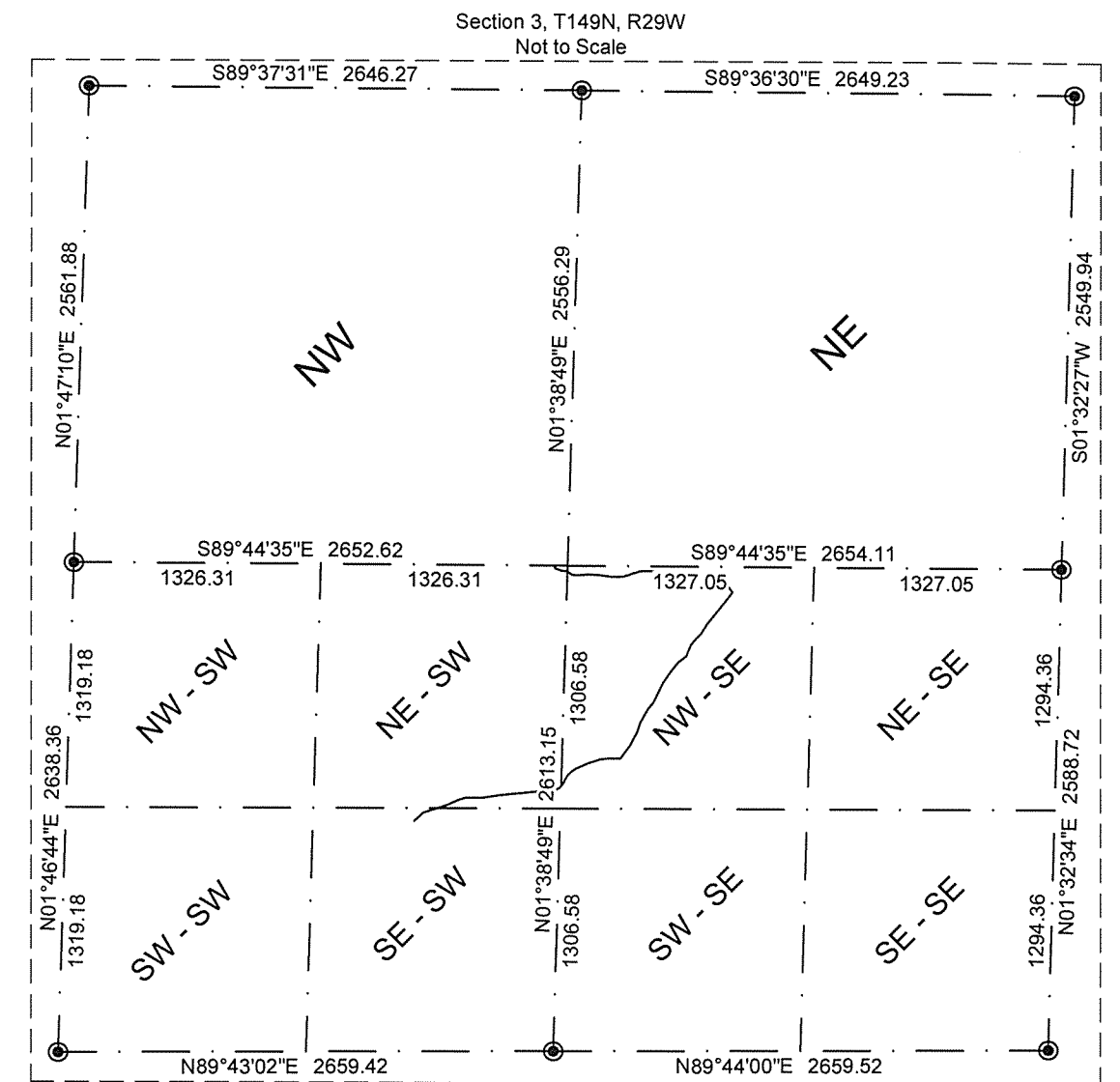
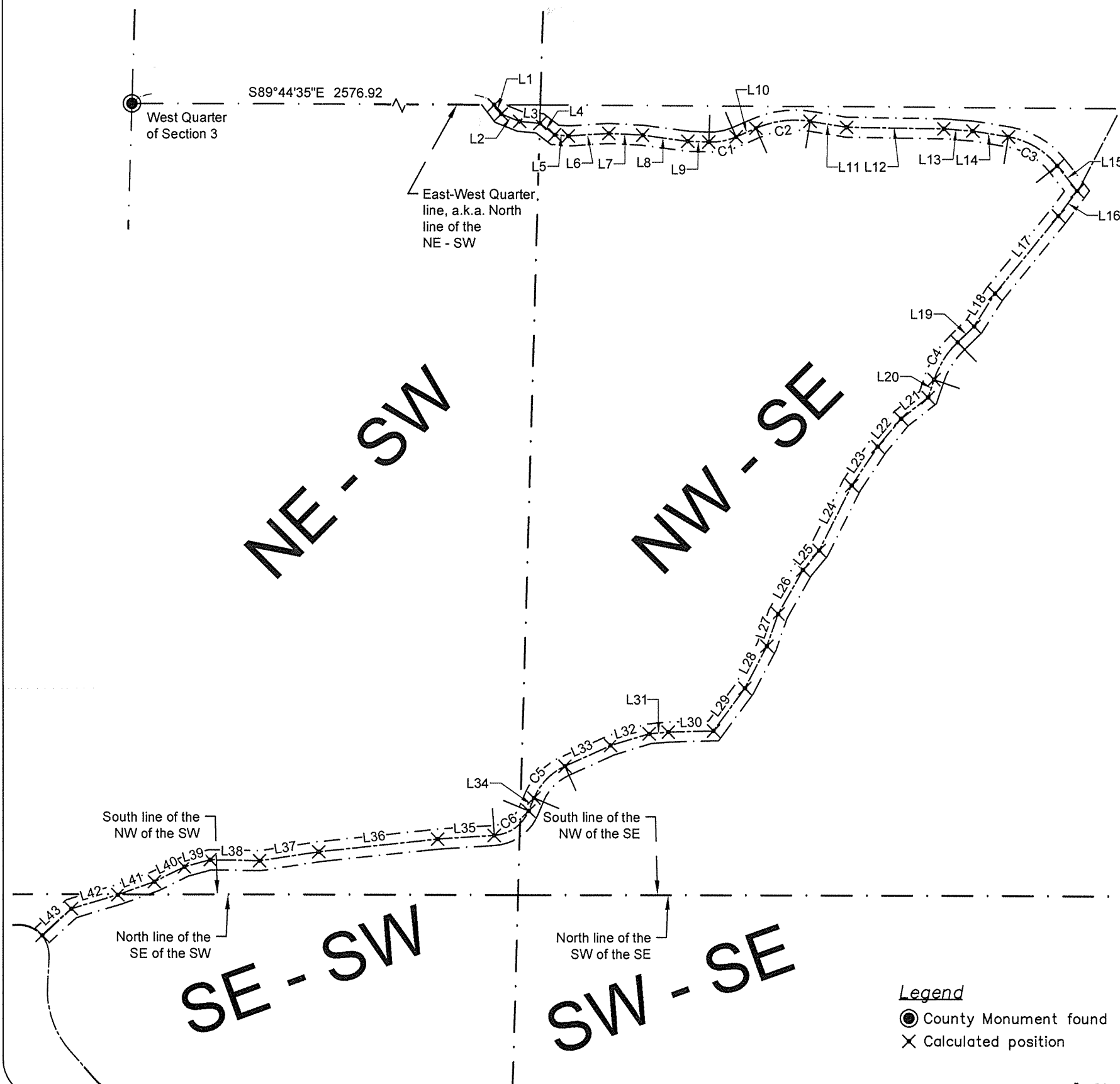
EASEMENT DESCRIPTION:

A 33.00 foot wide easement for Forest Management Road purposes, across that part of Section 3, Township 149 North, Range 29 West of the Fifth Principal Meridian, Itasca County, Minnesota. The centerline of said easement is described as follows:

Commencing at the West Quarter corner of said Section 3, thence South 89 degrees 44 minutes 35 seconds East, bearing assigned, along the east - west quarter line of said Section 3, a distance of 2576.92 feet, to the point of beginning; thence South 37 degrees 09 minutes 12 seconds East 19.04 feet; thence South 67 degrees 57 minutes 21 seconds East 32.45 feet; thence South 84 degrees 18 minutes 56 seconds East 33.41 feet; thence South 45 degrees 00 minutes 00 seconds East 28.64 feet; thence South 84 degrees 50 minutes 01 seconds East 22.41 feet; thence North 86 degrees 23 minutes 37 seconds East 67.13 feet; thence South 87 degrees 10 minutes 04 seconds East 56.10 feet; thence South 82 degrees 33 minutes 25 seconds East 75.73 feet; thence South 88 degrees 00 minutes 03 seconds East 34.90 feet; thence easterly 25.44 feet, along a tangential curve, concave to the north, with a central angle of 25 degrees 26 minutes 12 seconds, and a radius of 105.00 feet; thence North 66 degrees 33 minutes 45 seconds East, tangent to said curve, a distance of 35.72 feet; thence easterly 32.68 feet, along a tangential curve, concave to the south, with a central angle of 32 degrees 41 minutes 01 seconds, and a radius of 160.00 feet; thence South 80 degrees 45 minutes 14 seconds East, tangent to said curve, a distance of 60.96 feet; thence South 89 degrees 22 minutes 22 seconds East 160.92 feet; thence South 85 degrees 47 minutes 40 seconds East 48.00 feet; thence South 80 degrees 50 minutes 05 seconds East 59.64 feet; thence southeasterly 42.34 feet, along a tangential curve, concave to the south, with a central angle of 42 degrees 20 minutes 16 seconds, and a radius of 130.00 feet; thence South 38 degrees 29 minutes 49 seconds East, tangent to said curve, a distance of 52.76 feet; thence South 36 degrees 46 minutes 18 seconds West 51.80 feet; thence South 39 degrees 10 minutes 40 seconds West 165.89 feet; thence South 32 degrees 18 minutes 41 seconds West 64.71 feet; thence 45 degrees 54 minutes 13 seconds West 37.80 feet; thence southerly 27.36 feet, along a tangential curve, concave to the southeast, with a central angle of 27 degrees 21 minutes 30 seconds, and a radius of 155.00 feet; thence South 18 degrees 32 minutes 43 seconds West, tangent to said curve, a distance of 31.20 feet; thence South 51 degrees 42 minutes 05 seconds West 56.70 feet; thence South 40 degrees 03 minutes 11 seconds West 60.44 feet; thence South 33 degrees 43 minutes 44 seconds West 77.30 feet; thence South 26 degrees 31 minutes 35 seconds West 120.11 feet; thence South 39 degrees 29 minutes 14 seconds West 41.91 feet; thence South 29 degrees 27 minutes 28 seconds West 83.80 feet; thence South 19 degrees 07 minutes 38 seconds West 56.54 feet; thence South 27 degrees 31 minutes 28 seconds West 78.80 feet; thence South 36 degrees 26 minutes 41 seconds West 87.79 feet; thence South 88 degrees 30 minutes 37 seconds West 75.44 feet; thence South 84 degrees 56 minutes 16 seconds West 31.95 feet; thence South 65 degrees 39 minutes 53 seconds West 83.14 feet; thence southerly 43.01 feet, along a tangential curve, concave to the southeast, with a central angle of 43 degrees 00 minutes 54 seconds, and a radius of 100.00 feet; thence South 22 degrees 38 minutes 59 seconds West, tangent to said curve, a distance of 23.07 feet; thence westerly 63.47 feet, along a tangential curve, concave to the northwest, with a central angle of 63 degrees 28 minutes 28 seconds, and a radius of 66.00 feet; thence South 86

degrees 07 minutes 27 seconds West, tangent to said curve, a distance of 93.68 feet; thence South 83 degrees 48 minutes 47 seconds West 197.14 feet; thence South 81 degrees 19 minutes 33 seconds West 99.21 feet; thence South 88 degrees 53 minutes 19 seconds West 82.07 feet; thence South 74 degrees 35 minutes 37 seconds West 44.36 feet; thence South 63 degrees 49 minutes 12 seconds West 55.46 feet; thence South 70 degrees 05 minutes 57 seconds West 64.47 feet; thence South 73 degrees 00 minutes 21 seconds West 79.84 feet; thence South 47 degrees 22 minutes 09 seconds West 65.10 feet, to the point of termination of said centerline.

SKETCH AND DESCRIPTION
FOR ITASCA COUNTY LAND DEPARTMENT
PARTS OF SECTION 3, TOWNSHIP 149 NORTH, RANGE 29 WEST,
ITASCA COUNTY, MINNESOTA



Basis of Bearings:

Itasca County
North Zone Coordinate System
NAD 1983 (1996)



ITASCA  COUNTY

Department of Surveying and Mapping

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

218-327-2854

8:00 AM to 4:30 PM, Monday – Friday

Legend

- County Monument found
 ✕ Calculated position

1 inch = 200 feet

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

H: //4PM/RGE29/14929GPS/Section 3-9Easements.dwg

Page 1 of 2

ROAD EASEMENT

In consideration of payment of the sum of **ONE DOLLARS (\$1.00 for land value; timber damages to be paid when incurred)**, receipt of which is hereby acknowledged, and pursuant to authority of the County Board of Commissioners of said County, herein called "**Grantor**", on _____, there is hereby granted to Alvwood COS, LLC, a Limited Liability Company under the laws of Minnesota, whose address is 32522 Southwood Road, Grand Rapids, MN 55744, their heirs and assigns, herein called "**Grantee**", an easement over tax-forfeited land for the purpose of ingress and egress over a roadway no more than 33 feet in width to travel by vehicle or other means on, over, through and across the following described land, to-wit:

The Northwest Quarter of the Southeast Quarter (NW1/4 SE1/4), Section Three (3), Township One Hundred Forty-nine (149), Range Twenty-nine (29), lying within 16.5 feet of each side of the centerline of the road as described on the **Attached Sketch and Description**.

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

1. Easement is granted pursuant to the provisions of Minnesota Statutes Section 282.04, Subd. 4a.
2. Easement shall be non-exclusive and appurtenant to and for the benefit of the parcel of land described as: Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4), Section Three (3), Township One Hundred Forty-nine (149), Range Twenty-nine (29).
3. The Itasca County Board of Commissioners, by resolution dated ____ day of _____, 20____, has prescribed the terms set forth below.
4. Road construction and maintenance activities under such easement shall not exceed 33 feet in width without written approval by the Land Commissioner.
5. Road must be constructed and maintained in a manner that complies with forest management guidelines and County policy as followed by the Itasca County Land Department on similar tax-forfeited lands. Current road construction and maintenance guidelines should be obtained from the Land Department prior to planning such activities. All plans for road construction and significant maintenance must be pre-approved by the Land Commissioner prior to implementation to assure compliance with current requirements.

6. All roadway construction and maintenance desired by the **Grantee** or required by the **Grantor** pursuant to the terms of this easement, shall be the responsibility of the **Grantee** without any cost to the **Grantor** except that road damage caused by the **Grantor**, its agents or contractors (the general public does not constitute an agent of the **Grantor**), shall be the responsibility of the **Grantor** without any cost to the **Grantee**. **Any merchantable timber cut and forest regeneration damaged on the above mentioned right-of-way by the Grantee will be paid for by the Grantee at prevailing timber prices prior to being incurred. Upon completion of the road construction, all timber rights revert back to the Grantor.**
7. The roadway which is the subject of this easement shall be open for public use.
8. The map attached to this easement agreement is intended to show the approximate location of the road under easement. The **Grantor** does not guarantee the accuracy of this map, and the **Grantee** relies upon the same at their own peril.
9. Prior to consideration of this roadway for establishment as a public road by Itasca County or any Township, the roadway must be constructed to standards as set forth in the Itasca County Subdivision Ordinance as in effect as of the day of consideration for establishment.
10. The **Grantee** shall indemnify and hold the **Grantor** harmless from any and all liability for injury to, or death of, the **Grantee**, its agents, guests or invitees or destruction of, or damage to, the property of the **Grantee**, its agents, guests or invitees in any manner arising from or out of the existence, condition, operation or use of the roadway by the **Grantee**, its agents, guests or invitees. Further, the **Grantee** shall indemnify and hold the **Grantor** harmless from any and all liability for injury to, or death of, persons; or loss or destruction to or damage to property intentionally caused by the **Grantee**, its agents, guests or invitees. Intentionally means the actor either has a purpose to do the thing or cause the result specified or believes the act performed by the actor, if successful, will cause that result.
11. This easement shall revert to the State in trust for the taxing district in the event of nonuse.
12. The **Grantee's** address for the purpose of giving any notice of this agreement is as follows:
Name: Alvwood Cos, LLC
Address: 32522 Southwood Road
Grand Rapids, MN 55744
13. This easement shall enure to the benefit of, and be binding upon, the heirs and assigns of the Parties hereto, if any.

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

County of Itasca, State of Minnesota

by Debra Davis
Itasca County Chief Deputy Auditor
Itasca County, Minnesota

STATE OF MINNESOTA)
) ss.
COUNTY OF ITASCA)

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

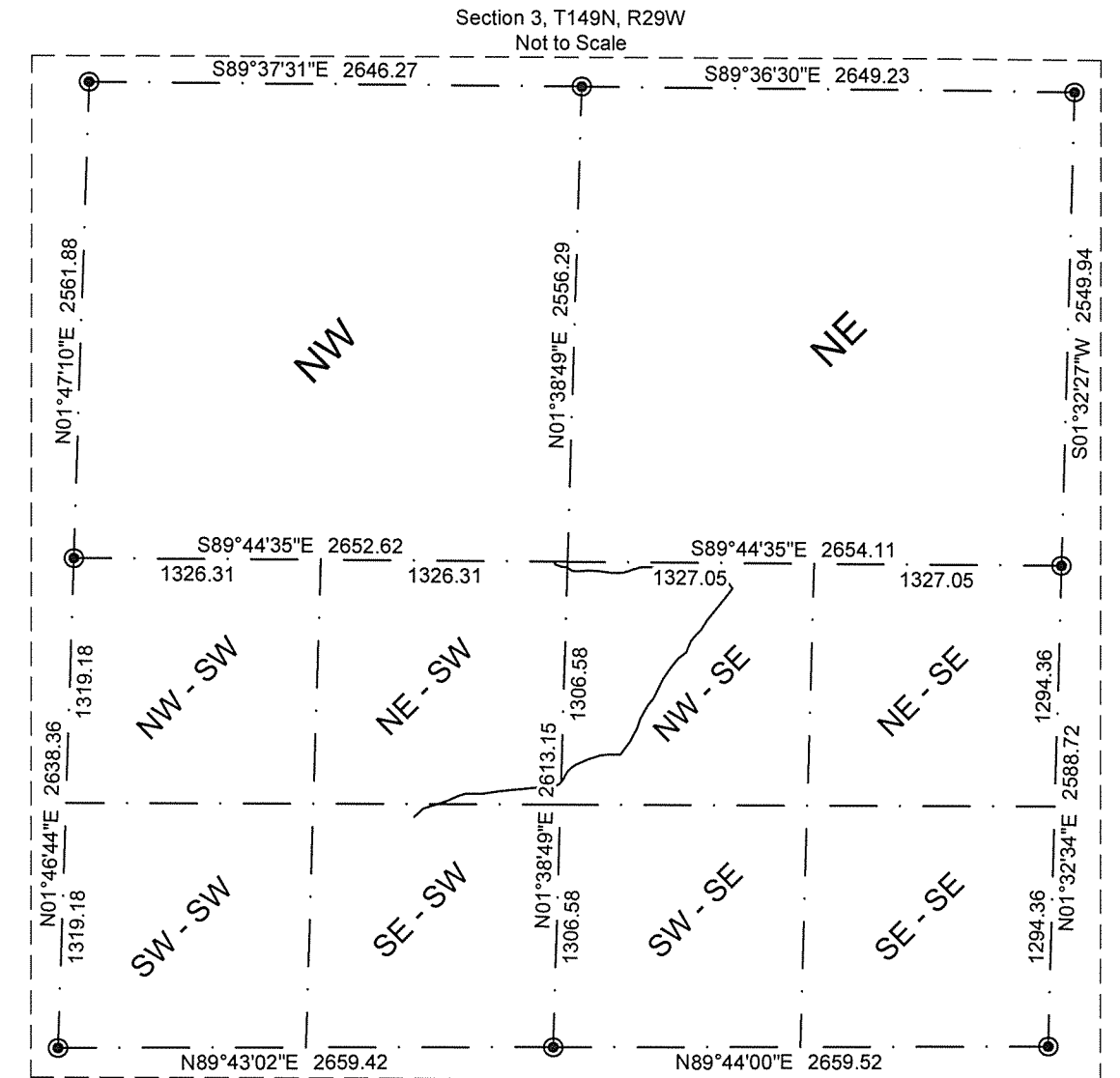
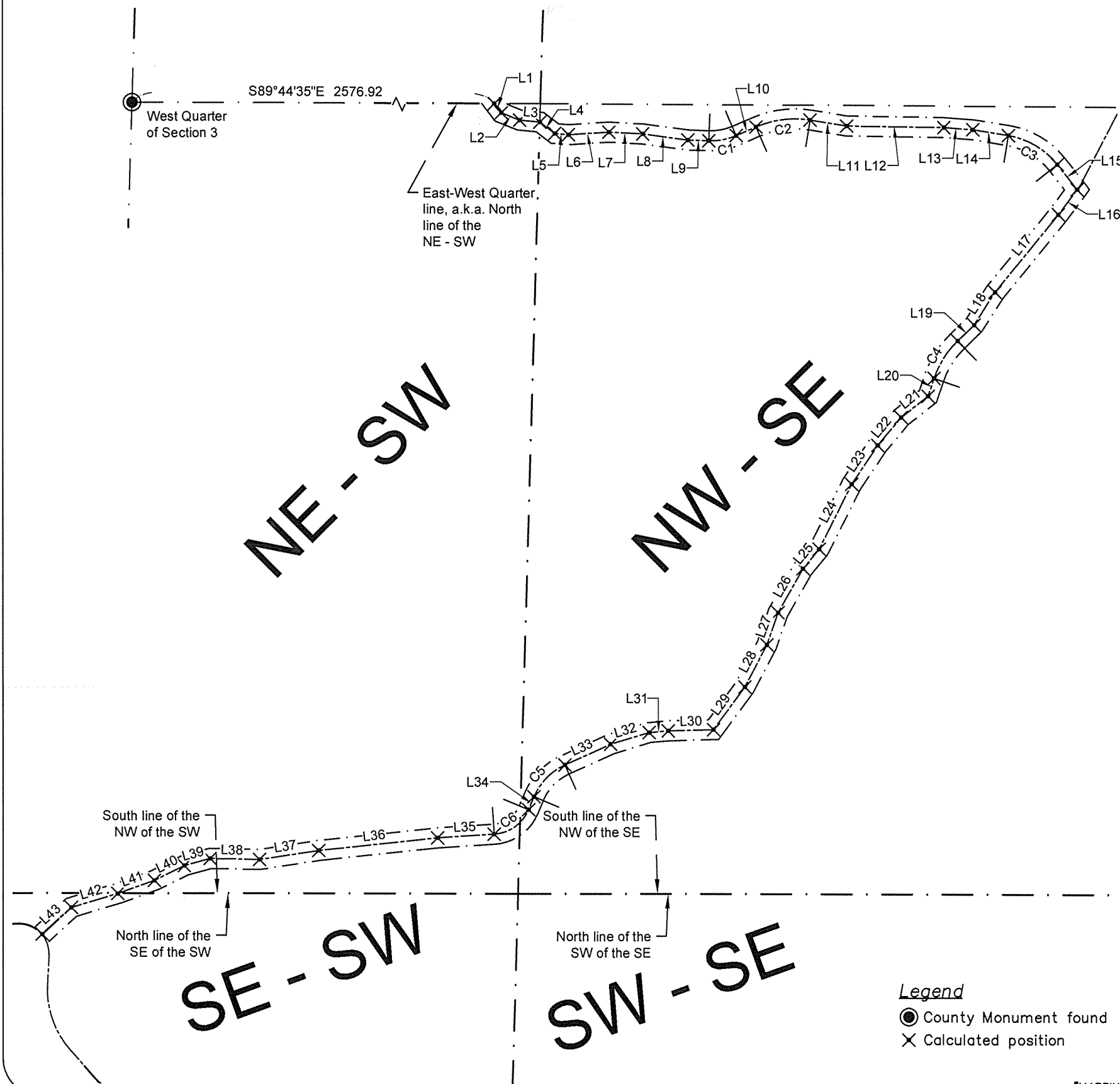
Notary

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

SKETCH AND DESCRIPTION

FOR ITASCA COUNTY LAND DEPARTMENT

PARTS OF SECTION 3, TOWNSHIP 149 NORTH, RANGE 29 WEST, ITASCA COUNTY, MINNESOTA



Basis of Bearings:

Itasca County
North Zone Coordinate System
NAD 1983 (1996)

N

100 200
1 inch = 200 feet

Legend

- County Monument found
- × Calculated position

ITASCA



COUNTY

Department of Surveying and Mapping

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

218-327-2854

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

Line Table		
Line #	Direction	Length
L1	S37°09'12"E	19.04
L2	S67°57'21"E	32.45
L3	S84°18'56"E	33.41
L4	S45°00'00"E	28.64
L5	S84°50'01"E	22.41
L6	N86°23'37"E	67.13
L7	S87°10'04"E	56.10
L8	S82°33'25"E	75.73
L9	S88°00'03"E	34.90
L10	N66°33'45"E	35.72
L11	S80°45'14"E	60.96
L12	S89°22'22"E	160.92
L13	S85°47'40"E	48.00
L14	S80°50'05"E	59.64
L15	S38°29'49"E	52.76
L16	S36°46'18"W	51.80
L17	S39°10'40"W	165.89
L18	S32°18'41"W	64.71
L19	S45°54'13"W	37.80
L20	S18°32'43"W	31.20

Line Table		
Line #	Direction	Length
L21	S51°42'05"W	56.70
L22	S40°03'11"W	60.44
L23	S33°43'44"W	77.30
L24	S26°31'35"W	120.11
L25	S39°29'14"W	41.91
L26	S29°27'28"W	83.80
L27	S19°07'38"W	56.54
L28	S27°31'28"W	78.80
L29	S36°26'41"W	87.79
L30	S88°30'37"W	75.44
L31	S84°56'16"W	31.95
L32	S73°14'47"W	66.94
L33	S65°39'53"W	83.14
L34	S22°38'59"W	23.07
L35	S86°07'27"W	93.68
L36	S83°48'47"W	197.14
L37	S81°19'33"W	99.21
L38	N88°53'19"W	82.07
L39	S74°35'37"W	44.36
L40	S63°49'12"W	55.46

Line Table		
Line #	Direction	Length
L41	S70°05'57"W	64.47
L42	S73°00'21"W	79.84
L43	S47°22'09"W	65.10

SKETCH AND DESCRIPTION

FOR ITASCA COUNTY LAND DEPARTMENT

PARTS OF SECTION 3, TOWNSHIP 149 NORTH, RANGE 29 WEST,

ITASCA COUNTY, MINNESOTA

PROPOSED EASEMENT DESCRIPTION:
A 33.00 foot wide easement for Forest Management Road purposes, across that part of Section 3, Township 149 North, Range 29 West of the Fifth Principal Meridian, Itasca County, Minnesota. The centerline of said easement is described as follows:

Commencing at the West Quarter corner of said Section 3, thence South 89 degrees 44 minutes 35 seconds East, bearing assigned, along the east – west quarter line of said Section 3, a distance of 2576.92 feet, to the point of beginning; thence South 37 degrees 09 minutes 12 seconds East 19.04 feet; thence South 67 degrees 57 minutes 21 seconds East 32.45 feet; thence South 84 degrees 18 minutes 56 seconds East 33.41 feet; thence South 45 degrees 00 minutes 00 seconds East 28.64 feet; thence South 84 degrees 50 minutes 01 seconds East 22.41 feet; thence North 86 degrees 23 minutes 37 seconds East 67.13 feet; thence South 87 degrees 10 minutes 04 seconds East 56.10 feet; thence South 82 degrees 33 minutes 25 seconds East 75.73 feet; thence South 88 degrees 00 minutes 03 seconds East 34.90 feet; thence easterly 25.44 feet, along a tangential curve, concave to the north, with a central angle of 25 degrees 26 minutes 12 seconds, and a radius of 105.00 feet; thence North 66 degrees 33 minutes 45 seconds East, tangent to said curve, a distance of 35.72 feet; thence easterly 32.68 feet, along a tangential curve, concave to the south, with a central angle of 32 degrees 41 minutes 01 seconds, and a radius of 160.00 feet; thence South 80 degrees 45 minutes 14 seconds East, tangent to said curve, a distance of 60.96 feet; thence South 89 degrees 22 minutes 22 seconds East 160.92 feet; thence South 85 degrees 47 minutes 40 seconds East 48.00 feet; thence South 80 degrees 50 minutes 05 seconds East 59.64 feet; thence southeasterly 42.34 feet, along a tangential curve, concave to the south, with a central angle of 42 degrees 20 minutes 16 seconds, and a radius of 130.00 feet; thence South 38 degrees 29 minutes 49 seconds East, tangent to said curve, a distance of 52.76 feet; thence South 36 degrees 46 minutes 18 seconds West 51.80 feet; thence South 39 degrees 10 minutes 40 seconds West 165.89 feet; thence South 32 degrees 18 minutes 41 seconds West 64.71 feet; thence 45 degrees 54 minutes 13 seconds West 37.80 feet; thence southerly 27.36 feet, along a tangential curve, concave to the southeast, with a central angle of 27 degrees 21 minutes 30 seconds, and a radius of 155.00 feet; thence South 18 degrees 32 minutes 43 seconds West, tangent to said curve, a distance of 31.20 feet; thence South 51 degrees 42 minutes 05 seconds West 56.70 feet; thence South 40 degrees 03 minutes 11 seconds West 60.44 feet; thence South 33 degrees 43 minutes 44 seconds West 77.30 feet; thence South 26 degrees 31 minutes 35 seconds West 120.11 feet; thence South 39 degrees 29 minutes 14 seconds West 41.91 feet; thence South 29 degrees 27 minutes 28 seconds West 83.80 feet; thence South 19 degrees 07 minutes 38 seconds West 56.54 feet; thence South 27 degrees 31 minutes 28 seconds West 78.80 feet; thence South 36 degrees 26 minutes 41 seconds West 87.79 feet; thence South 88 degrees 30 minutes 37 seconds West 75.44 feet; thence South 84 degrees 56 minutes 16 seconds West 31.95 feet; thence South 65 degrees 39 minutes 53 seconds West 83.14 feet; thence southerly 43.01 feet, along a tangential curve, concave to the southeast, with a central angle of 43 degrees 00 minutes 54 seconds, and a radius of 100.00 feet; thence South 22 degrees 38 minutes 59 seconds West, tangent to said curve, a distance of 23.07 feet; thence westerly 63.47 feet, along a tangential curve, concave to the northwest, with a central angle of 63 degrees 28 minutes 28 seconds, and a radius of 66.00 feet; thence South 86 degrees 07 minutes 27 seconds West, tangent to said curve, a distance of 93.68 feet; thence South 83 degrees 48 minutes 47 seconds West 197.14 feet; thence South 81 degrees 19 minutes 33 seconds West 99.21 feet; thence South 88 degrees 53 minutes 19 seconds West 82.07 feet; thence South 74 degrees 35 minutes 37 seconds West 44.36 feet; thence South 63 degrees 49 minutes 12 seconds West 55.46 feet; thence South 70 degrees 05 minutes 57 seconds West 64.47 feet; thence South 73 degrees 00 minutes 21 seconds West 79.84 feet; thence South 47 degrees 22 minutes 09 seconds West 65.10 feet, to the point of termination of said centerline.

Curve Table			
Curve #	Delta	Radius	Length
C1	25°26'12"	105.00	25.44
C2	32°41'01"	160.00	32.68
C3	42°20'16"	130.00	42.34
C4	27°21'30"	155.00	27.36
C5	43°00'54"	100.00	43.01
C6	63°28'28"	66.00	63.47

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

ITASCACOUNTY

Department of Surveying and Mapping

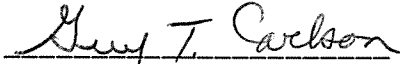
123 N.E. 4th Street, Courthouse Room 156,
Grand Rapids, Minnesota, 55744

218-327-2854

8:00 AM to 4:30 PM, Monday – Friday

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

October 7, 2021


Guy T. Carlson
MN License No. 40991

ROAD EASEMENT

In consideration of payment of the sum of **ONE DOLLARS (\$1.00 for land value; timber damages to be paid when incurred)**, receipt of which is hereby acknowledged, and pursuant to authority of the County Board of Commissioners of said County, herein called "**Grantor**", on _____, there is hereby granted to Alvwood COS, LLC, a Limited Liability Company under the laws of Minnesota, whose address is 32522 Southwood Road, Grand Rapids, MN 55744, their heirs and assigns, herein called "**Grantee**", an easement over tax-forfeited land for the purpose of ingress and egress over a roadway no more than 33 feet in width to travel by vehicle or other means on, over, through and across the following described land, to-wit:

That part of the Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4) of Section 10, Township 149 North, Range 29 West of the Fifth Principal Meridian, the centerline of said 33.00 foot wide easement described as follows: Commencing at the East Quarter corner of said Section 10, thence North 00 degrees 42 minutes 43 seconds East, assigned bearing, along the East line of said Southeast Quarter of the Northeast Quarter, a distance of 36.00 feet, to the point of beginning of said centerline; thence South 49 degrees 28 minutes 57 seconds West 55.84 feet, more or less, to the South line of said Southeast Quarter of the Northeast Quarter, then said centerline terminates.

The side lines of said 33.00 foot wide easement shall be prolonged or shortened at the East and South line of the Southeast Quarter of the Northeast Quarter of said Section 10. Survey attached.

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

1. Easement is granted pursuant to the provisions of Minnesota Statutes Section 282.04, Subd. 4a.
2. Easement shall be non-exclusive and appurtenant to and for the benefit of the parcel of land described as: the Northeast Quarter of the Southeast Quarter, Section 10, Township 149, Range 29.
3. The Itasca County Board of Commissioners, by resolution dated ____ day of _____, 20____, has prescribed the terms set forth below.

4. Road construction and maintenance activities under such easement shall not exceed 33 feet in width without written approval by the Land Commissioner.
5. Road must be constructed and maintained in a manner that complies with forest management guidelines and County policy as followed by the Itasca County Land Department on similar tax-forfeited lands. Current road construction and maintenance guidelines should be obtained from the Land Department prior to planning such activities. All plans for road construction and significant maintenance must be pre-approved by the Land Commissioner prior to implementation to assure compliance with current requirements.
6. All roadway construction and maintenance desired by the **Grantee** or required by the **Grantor** pursuant to the terms of this easement, shall be the responsibility of the **Grantee** without any cost to the **Grantor** except that road damage caused by the **Grantor**, its agents or contractors (the general public does not constitute an agent of the **Grantor**), shall be the responsibility of the **Grantor** without any cost to the **Grantee**. **Any merchantable timber cut and forest regeneration damaged on the above mentioned right-of-way by the Grantee will be paid for by the Grantee at prevailing timber prices prior to being incurred. Upon completion of the road construction, all timber rights revert back to the Grantor.**
7. The roadway which is the subject of this easement shall be open for public use.
8. The map attached to this easement agreement is intended to show the approximate location of the road under easement. The **Grantor** does not guarantee the accuracy of this map, and the **Grantee** relies upon the same at their own peril.
9. Prior to consideration of this roadway for establishment as a public road by Itasca County or any Township, the roadway must be constructed to standards as set forth in the Itasca County Subdivision Ordinance as in effect as of the day of consideration for establishment.
10. The **Grantee** shall indemnify and hold the **Grantor** harmless from any and all liability for injury to, or death of, the **Grantee**, its agents, guests or invitees or destruction of, or damage to, the property of the **Grantee**, its agents, guests or invitees in any manner arising from or out of the existence, condition, operation or use of the roadway by the **Grantee**, its agents, guests or invitees. Further, the **Grantee** shall indemnify and hold the **Grantor** harmless from any and all liability for injury to, or death of, persons; or loss or destruction to or damage to property intentionally caused by the **Grantee**, its agents, guests or invitees.

Intentionally means the actor either has a purpose to do the thing or cause the result specified or believes the act performed by the actor, if successful, will cause that result.

11. This easement shall revert to the State in trust for the taxing district in the event of nonuse.

12. The **Grantee's** address for the purpose of giving any notice of this agreement is as follows:

Name: Alvwood Cos, LLC

Address: 32522 Southwood Road

Grand Rapids, MN 55744

13. This easement shall enure to the benefit of, and be binding upon, the heirs and assigns of the Parties hereto, if any.

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

County of Itasca, State of Minnesota

by Debra Davis
Itasca County Auditor
Itasca County, Minnesota

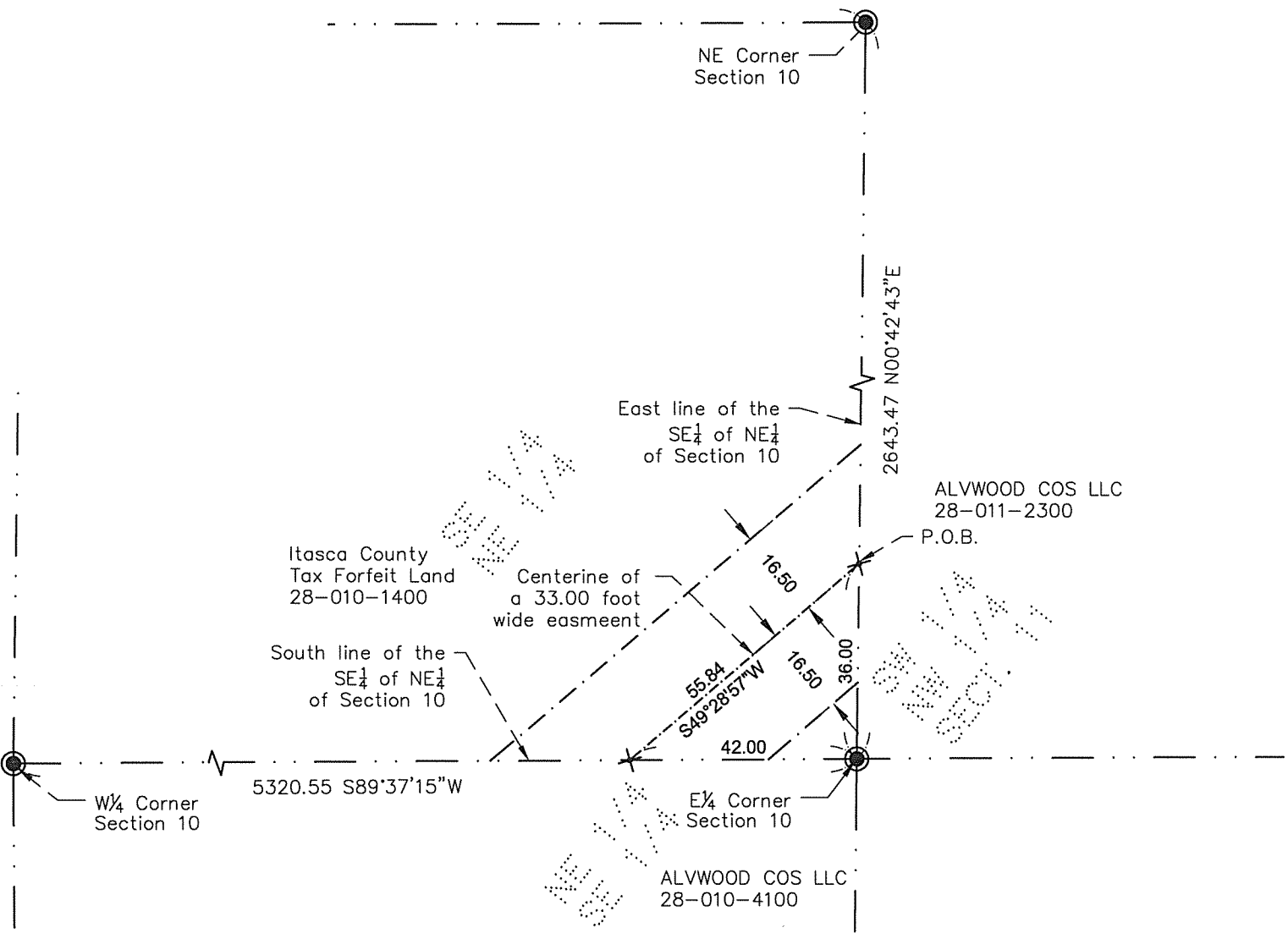
STATE OF MINNESOTA)
) ss.
COUNTY OF ITASCA)

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

Notary

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

SKETCH AND DESCRIPTION
FOR ITASCA COUNTY LAND DEPARTMENT
PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER,
SECTION 10, TOWNSHIP 149 NORTH, RANGE 29 WEST,
ITASCA COUNTY, MINNESOTA

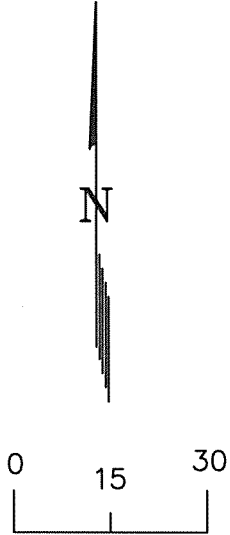


PROPOSED EASEMENT:

EASEMENT (Itasca County to ALVWOOD COS LLC)

A 33.00 foot wide easement for ingress and egress purposed, over, and across that part of the Southeast Quarter of the Northeast Quarter of Section 10, Township 149 North, Range 29 West of the Fifth Principal Meridian, Itasca County, Minnesota, the centerline of said 33.00 foot wide easement described as follows: Commencing at the East Quarter corner of said Section 10, thence North 00 degrees 42 minutes 43 seconds East, assigned bearing, along the East line of said Southeast Quarter of the Northeast Quarter, a distance of 36.00 feet, to the point of beginning of said centerline; thence South 49 degrees 28 minutes 57 seconds West 55.84 feet, more or less, to the South line of said Southeast Quarter of the Northeast Quarter, then said centerline terminates.

The side lines of said 33.00 foot wide easement shall be prolonged or shortened at the East and South line of the Southeast Quarter of the Northeast Quarter of said Section 10.



1 inch = 30 feet

Basis of Bearings:

Itasca County
North Zone Coordinate System
NAD 1983 (1996)

Legend

● Itasca County Monument
X Calculated position

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



Department of Surveying and Mapping

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

218-327-2854

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

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

February 22, 2022

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 3, 2022

REQUEST FOR BOARD ACTION: RBA-2022-1988

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:

1. Citizen Input

RESULT:

INFORMATIONAL - NO ACTION TAKEN

CITIZEN INPUT SIGN-UP SHEET

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.

By signing, you agree that you have read and agree to the terms set forth above.

Robert Ayle



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 3, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2364

DEPARTMENT: Administrative Services

TIME REQUESTED: 15 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Local Option Sales Tax Presentation

BOARD ACTION REQUESTED:

Receive presentation on the Local Option Sales Tax.

BACKGROUND:

As there will be a question on the ballot this fall regarding financing options for the Itasca County Justice Center, the County will conduct many different educational sessions regarding these options across our communities and organizations.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Slide Deck_Itasca_FINAL

RESULT:

INFORMATIONAL - NO ACTION TAKEN



ITASCA COUNTY **Justice Center & Referendum**

Terry Snyder, County Commissioner

Brett Skyles, County Administrator

4/26/2022



Itasca County
Minnesota

An investment to make justice safer and more efficient for all

Itasca County is renovating and expanding its jail and courthouse to address overcrowding, improve operations and enhance security.

A modernized Justice Center will include 74,000 square feet of new space for the county jail and courts as well as major renovations of existing facilities.

- Project cost: \$75 million

On Nov. 8, 2022, voters will decide whether to pay for the project with a local one-percent sales tax.

If the referendum isn't approved, property taxes will be raised approximately 10% to cover the cost of the center.



Itasca County
Minnesota

Why are we building?

- **In 2018, the Minnesota Department of Corrections ordered Itasca County to sunset operations of the jail due to outdated design and failing infrastructure.**
 - The Ninth Judicial District issued its own letter regarding infrastructure and efficiency challenges at the adjacent courthouse.
 - Deadline to cease use of the jail – May 1, 2023
- **Construction is already underway to meet deadlines set by the state.**
- **The project is currently on schedule and within budget.**

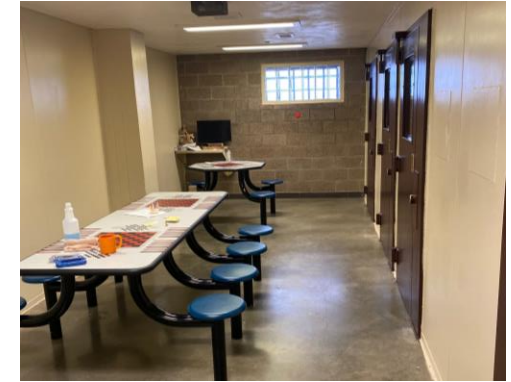


Why are we building?

Itasca County is working to provide a healthy, safe and secure environment for jail and courthouse operations.

Challenges at the jail building

- 60-year-old design does not meet today's standards for managing and classifying inmates.
- Overcrowding – Itasca County is paying hundreds of thousands of dollars each year to house inmates elsewhere.
- Inmate population is projected to increase.
- HVAC systems, boiler, plumbing and roofing are failing and beyond their useful life.



Challenges at the courthouse

- Outdated security design poses a safety risk to judges, court staff, police and the public.
- Courtrooms and private meeting areas are severely undersized.
- Health hazards include water intrusion, poor plumbing, mold and asbestos.
- Court caseload is projected to increase.



County residents helped shape the project

Itasca County has been working with community stakeholders and residents to develop a plan to improve the jail and courthouse facilities.

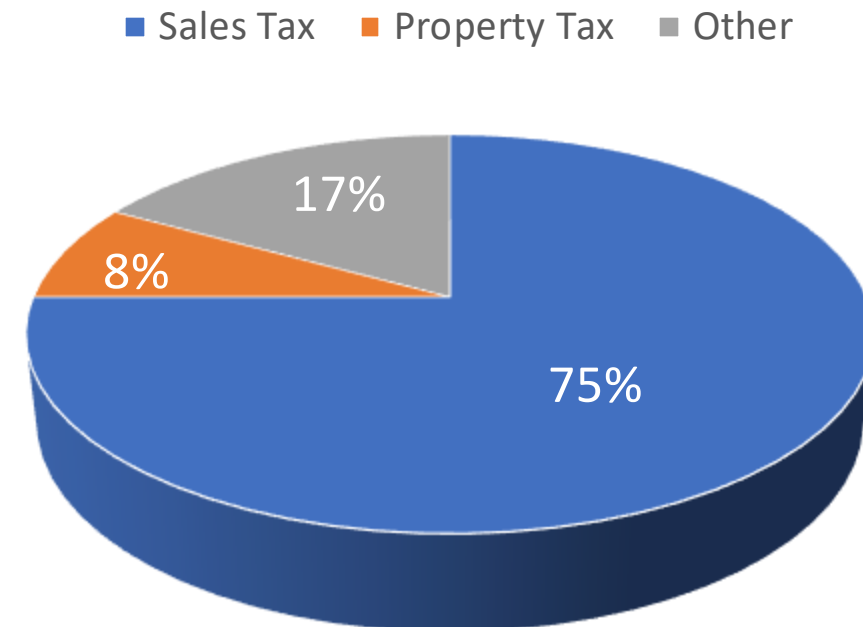
- The county conducted an audit of its criminal justice system to identify key areas for improvement.
- The Jail Task Force developed several options for a new or expanded jail and courts facility that meets state requirements.
- County Commissioners held over 35 town hall meetings to receive public input on the different options.
- Guided by community feedback, a plan to expand and renovate the jail and courthouse was completed and approved by commissioners.

County residents helped shape the project

In a 2020 community survey, county residents were asked how they thought the project should be financed. Of the survey's 1,266 participants, three-quarters preferred a sales tax.

In 2021, the State Legislature reviewed the justice center plan and authorized the county to propose a 1% sales and use tax to pay for it.

Preferred Mode of Financing



Survey conducted via SurveyMonkey – February-June 2020

Critical improvements at the jail



Inmate capacity increases 43% - from 107 to 187 beds

- New design will allow more inmates to be safely housed and classified.
- Security improvements, including comprehensive camera monitoring, to provide a safe environment for law enforcement, public and staff
- Additional space to provide medical treatment and support programs for mental health, chemical dependency and reintegration



Critical improvements at the courthouse

- Security improvements to ensure the safety of judges, court staff, and the public
- One renovated courtroom and three new courtrooms to help manage rising caseloads
- Technology upgrades to support the work of juries, counsels, judges and staff
- Secure storage spaces for law enforcement and the courts
- Dedicated holding spaces for inmates before appearing before the court



The Decision: How to pay for the project

**On Nov. 8, voters will
decide whether to
authorize a county-wide 1%
sales and use tax to finance
the \$75 million project.**

- If approved, the sales tax would apply to the sale of the same goods and services within the county as the state's general sales tax.
- The 1% sales tax amounts to 1 cent for every \$1 spent.
 - For example, a \$10 purchase would cost an additional 10 cents if the 1% sales tax is approved.
- Non-residents would pay a portion of the project cost through the sales tax.
- Maximum 30-year term – or until the bonds are retired



**The University of Minnesota has been
commissioned to estimate how much
nonresidents would contribute through a
sales tax as well as its cost per resident.**



Itasca County
Minnesota

If the referendum is not approved ...

If voters decline the sales tax option, the project will be paid for with an increase in property taxes (approximately 10%).



Market Value/ Classification	Projected Annual Property Tax Impact
Residential home valued at \$100K	\$50/year
Residential home valued at \$250K	\$125/year
Commercial/industrial valued at \$250K	\$248/year
Commercial/industrial valued at \$500K	\$495/year
Seasonal/recreational valued at \$300K	\$186/year



Make your voice heard!

All Itasca County residents who are eligible to vote will have an opportunity to help decide the sales tax referendum on Nov. 8, 2022.



Early voting will begin Friday, Sept. 23 and will be available in person and by absentee ballot.



Coming soon: Ballot language and precinct information



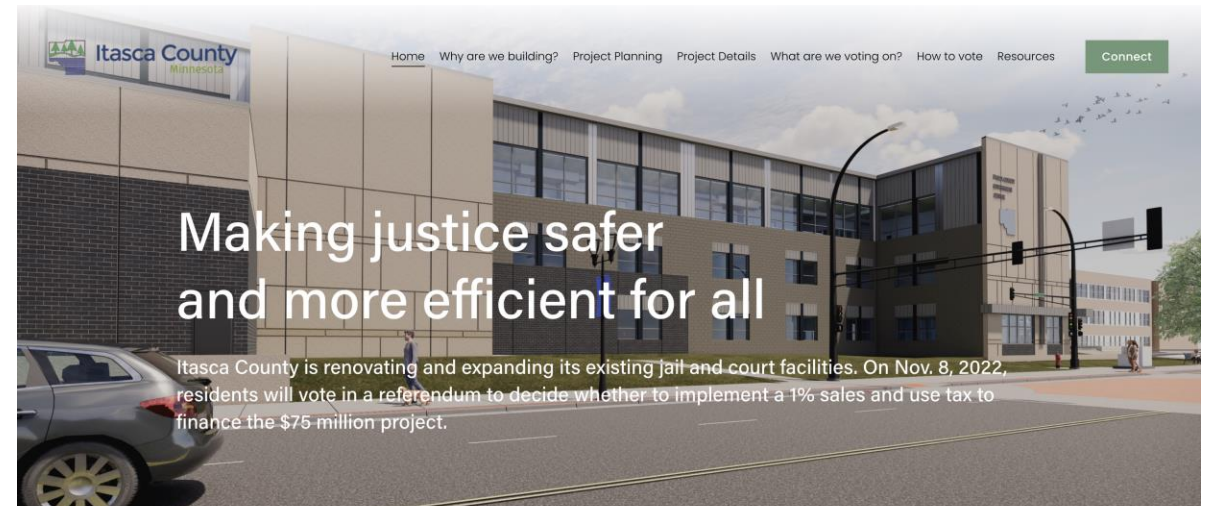
Itasca County
Minnesota

Where can I learn more?



itascacountyjusticecenter.org

Contact Brett Skyles at
brett.skyles@co.itasca.mn.us
with additional questions.



Why is Itasca County investing in a new Justice Center?

Due to aging infrastructure and its outdated design, the Itasca County Jail is no longer able to meet several standards for health and safety set by the Minnesota Department of Corrections (DOC). As a result, the DOC issued a Notice of Deficiency to the Itasca County Sheriff in 2018 and ordered the county to develop a plan to provide a compliant jail facility by Fall of 2023.

In addition, the county's court facilities - which are attached to the jail - have been deemed unsafe and deficient by Itasca County judges and the Ninth Judicial District. The courts face similar challenges to the jail, including inadequate security, failing infrastructure, and courtrooms that are too small to handle increased caseloads.

After studying ways to address the current facility deficiencies and gathering community input, Itasca County commissioners developed and approved a plan to build a new jail and court facility. Construction has already begun, and is on schedule to be completed by Fall 2024.



Rendering courtesy of Klein McCarthy Architects

The official project website will be updated regularly to keep residents informed about the project, its cost and how to vote.

Questions?



Itasca County
Minnesota