



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, May 10, 2022

2:30 PM

Itasca County Boardroom

FINAL

REGULAR SESSION MINUTES

I. CALL TO ORDER

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

Attendee Name	Title	Status	Arrived
Davin Tinquist	District #1	Present	2:30 PM
Terry Snyder	District #2	Present	2:30 PM
Leo Trunt	District #3	Present	2:30 PM
Burl Ives	District #4	Present	2:30 PM
Ben DeNucci	District #5	Present	2:30 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Pull Item #6.8 (Order to Abate a Public Health Nuisance), add Items #6.11 (Budget Session Schedule) and #6.12 (Peace Officer Memorial Week), and approve the agenda, as amended.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, April 19, 2022 County Board Special Session and the Tuesday, May 3, 2022 County Board Work Session.

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

V. CONSENT AGENDA

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

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

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

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.
3. Appoint Leah Griffen to the vacant, unexpired Resident Commissioner position on the Itasca County Housing and Redevelopment Authority (HRA), effective May 10, 2022, with an expiration date of December 31, 2025.
4. Approve Application to Conduct Off-Site Gambling, as requested by the Nashwauk Volunteer Firemen's Relief Association.
5. 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.
6. Adopt the Resolution Re: Authorization for Grant Application, which authorizes the Elections Division of the Auditor/Treasurer's office to apply for a Drop Box Grant through the Office of the Minnesota Secretary of State in an amount up to \$15,000.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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.

16. Adopt the Resolution Re: Adoption of the Itasca County Multi-Hazard Mitigation Plan.
17. Approve and authorize signatures necessary to execute the Federal Supplemental Boating Safety Patrol Grant Agreement and Conflict of Interest Statement between the State of Minnesota (DNR) and the Itasca County Sheriff's Office.

VI. REGULAR AGENDA

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

Farewell to Rachel Evenson whose last day as Assistant County Attorney - Entry, Attorney Department will be May 20, 2022 after 2 + years of service.

Farewell to Ron Giffen whose last day as a Highway Maintenance Worker, Transportation Department will be May 12, 2022 after 32+ years of service.

Welcome to new employee, Tiffani Ott, Legal Support Specialist, Health & Human Services, effective May 9, 2022.

Becky Koch will be transitioning from Child Support Officer to Eligibility Investigator, Health and Human Services effective May 15, 2022.

Welcome to new employee, Riley Savolainen, Deputy Sheriff/Road Deputy, Sheriff's Department, effective May 9, 2022.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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3. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of May 13, 2022, in the amount of \$1,221,934.33.

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

4. Legislative Conference Call

A Legislative Conference Call was provided by Itasca County Lobbyist Loren Solberg.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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5. Reappointment of County Engineer

Motion To: Approve the reappointment of Karin Grandia as the Itasca County Engineer, effective May 16, 2022 through May 15, 2026, pursuant to M.S. 163.07.

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

6. Local 580 MOU – Post Health Care Savings Plan

Motion To: Approve and authorize necessary signatures for the Local 580 MOU regarding the Post Health Care Savings Plan contributions.

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

7. County Based Purchasing (IMCare) Division Update/Presentation

Health Plan Division Manager Sarah Anderson provided a County Based Purchasing (IMCare) Division Update, including information regarding the annual financial audit process.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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9. Resolution of Support for a Rural Surface Transportation Grant Application by MnDOT

Motion To: Adopt the Resolution Re: Support for Rural Surface Transportation Grant Application.

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

10. Schedule County Facilities Tour

Motion To: Schedule the County Facilities Tour, as follows: Wednesday, June 1, 2022 - 7:10 AM at Cohasset Garage, 8:45 AM at Deer River Garage, 10:30 AM at Max Garage, 12:20 PM at Bigfork Garage, and 2:45 PM at Arbo Garage; Thursday, June 2, 2022 - 7:30 AM at Swan River Garage, 9:05 AM at Nashwauk Garage, 10:55 AM at Togo Garage, and 12:45 PM at Balsam Garage; and Thursday, June 9, 2022 - 9:00 AM at the Land Department, 10:00 AM at the Emergency Operations Center (EOC), 10:30 AM at the Itasca Resource Center (IRC), and 11:30 AM at the Sheriff's Department Northside Property.

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

11. Budget Session Schedule

Discussion took place regarding the schedule for upcoming budget sessions. It was the consensus of the County Board to direct staff to plan for Budget Sessions to start in August.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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12. Peace Officer Memorial Week

Commissioner Snyder recognized May 11-17, 2022 as National Peace Officer Memorial Week in Itasca County.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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VII. COMMISSIONER COMMENTS

Commissioner Ives provided comment regarding recent Itasca Economic Development Corporation (IEDC) and Grand Rapids Chamber of Commerce meetings.

Commissioners Ives and Snyder and County Administrator Brett Skyles provided comment regarding recent meetings held regarding Short Term Rental properties.

VIII. CLOSED SESSIONS

IX. ADJOURN

Chair Snyder adjourned the meeting at 3:29 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 10, 2022

RESOLUTION 2022-29

RE: AUTHORIZATION FOR GRANT APPLICATION

BE IT RESOLVED that the Itasca County Board of Commissioners hereby authorize the Elections Division of the Auditor/Treasurer's office to apply for a Drop Box Grant through the Office of the Minnesota Secretary of State to be used to implement the provisions of Minnesota Statutes, section 203B.082, which specifies the minimum security requirements and standards to establish a 24 hour ballot drop box.

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

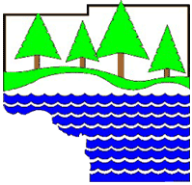
RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Burl Ives
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 10th day of May A.D. 2022 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 10th day of May A.D. 2022.

Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 10, 2022

RESOLUTION 2022-30

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.

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

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Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 10, 2022

RESOLUTION 2022-31

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.

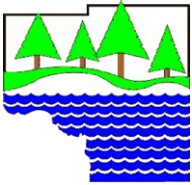
RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Burl Ives
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

STATE OF MINNESOTA
Office of County Administrator
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WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 10th day of May A.D. 2022.

Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, May 10, 2022

RESOLUTION 2022-32

**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.

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

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

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Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 10, 2022

RESOLUTION 2022-33

RE: ADOPTION OF THE ITASCA COUNTY ALL-HAZARD MITIGATION PLAN

WHEREAS, Itasca County has participated in the hazard mitigation planning process as established under the Disaster Mitigation Act of 2000, and

WHEREAS, the Act establishes a framework for the development of a County Hazard Mitigation Plan; and

WHEREAS, the Act as part of the planning process requires public involvement and local coordination among neighboring local units of government and businesses; and

WHEREAS, the Itasca County Plan includes a risk assessment including past hazards, hazards that threaten the County, an estimate of structures at risk, a general description of land uses and development trends; and

WHEREAS, the Itasca County Plan includes a mitigation strategy including goals and objectives and an action plan identifying specific mitigation projects and costs; and

WHEREAS, the Itasca County Plan includes a maintenance or implementation process including plan updates, integration of the plan into other planning documents and how Itasca County will maintain public participation and coordination; and

WHEREAS, the Plan has been shared with the Minnesota Division of Homeland Security and Emergency Management and the Federal Emergency Management Agency for review and comment; and

WHEREAS, the Itasca County All-Hazard Mitigation Plan will make the county and participating jurisdictions eligible to receive FEMA hazard mitigation assistance grants; and

WHEREAS, this is a multi-jurisdictional Plan and cities that participated in the planning process may choose to also adopt the County Plan.

NOW THEREFORE BE IT RESOLVED, that Itasca County supports the hazard mitigation planning effort and wishes to adopt the Itasca County All-Hazard Mitigation Plan.

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

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

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WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 10th day of May A.D. 2022.

Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 10, 2022

RESOLUTION 2022-34

**RE: SUPPORT FOR A RURAL SURFACE TRANSPORTATION GRANT APPLICATION BY
MNDOT**

WHEREAS, US Highway 169 in Aitkin County is part of the National Highway System (NHS) and is an important regional, statewide and national freight corridor serving the agricultural, forestry, mining, manufacturing, retail, and tourism industries, and

WHEREAS, the 24-mile segment of US Highway 169 from the Mississippi River bridge to Minnesota Trunk Highway 200 does not meet geometric safety standards for shoulder width and slopes within the recovery area, and

WHEREAS, the lack of paved standard-width shoulders on the 24-mile segment of US Highway 169 from the Mississippi River bridge to Minnesota Trunk Highway 200 represents a severe freight safety gap in the US Highway 169 corridor, as the entire remainder of this NHS corridor has wide paved shoulders in place, or is programmed to receive such improvements, and

WHEREAS, the 24-mile segment of US Highway 169 from the Mississippi River bridge to Minnesota Trunk Highway 200, based on available crash and traffic data, has a fatal crash rate of over 2.1 per 100 million vehicle miles traveled over the past ten years, which is one of the highest rates of any NHS highway segment in the northern region of Minnesota and over 250 percent above the median crash rate for NHS routes in the northern region of Minnesota, and

WHEREAS, the 24-mile segment of US Highway 169 from the Mississippi River bridge to Minnesota Trunk Highway 200 was identified in the 2019 District 1 Freight Plan as one of only four segments in District 1 with an overlap between stakeholder-identified safety needs and data-identified safety needs, and

WHEREAS, the 24-mile segment of US Highway 169 from the Mississippi River bridge to Minnesota Trunk Highway 200 was identified in the 1998 Trunk Highway 169/210 Corridor Study prepared by MnDOT District 3 as needing wider shoulders to address freight movement and safety concerns, and

WHEREAS, the 24-mile segment of US Highway 169 from the Mississippi River bridge to Minnesota Trunk Highway 200 is currently scheduled to be programmed for resurfacing and shoulder widening improvements in 2027, and

WHEREAS, the Rural Surface Transportation Grant (RSTG) Program within the Multimodal Project Discretionary Grant Opportunity exists to provide funding to construction projects with significant national or regional impact or to improve or expand the surface transportation infrastructure in rural areas, and

WHEREAS, an application for the RSTG Program is being submitted by MnDOT Districts 1 and 3 for resurfacing and shoulder widening on the 24-mile segment of US Highway 169 from the Mississippi River bridge to Minnesota Trunk Highway 200.

NOW THEREFORE, BE IT RESOLVED, that the Itasca County Board of Commissioners strongly supports the RSTG application being submitted for the 24-mile segment of US Highway 169 from the Mississippi River bridge to Minnesota Trunk Highway 200.

BE IT FURTHER RESOLVED, in the event that the RSTG application is not successful, the Itasca County Board of Commissioners strongly supports the continuing efforts of MnDOT Districts 1 and 3 to construct the long overdue shoulder widening improvements on the 24-mile segment of US Highway 169 from the Mississippi River bridge to Minnesota Trunk Highway 200 in 2027.

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

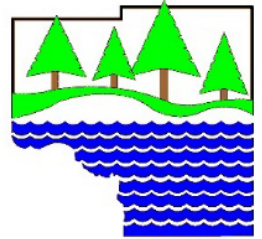
STATE OF MINNESOTA
Office of County Administrator
ss. County of Itasca

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 10th day of May A.D. 2022 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 10th day of May A.D. 2022.



Administrator



May 10, 2022

Chair:

PULL:

1. Item #6.8 (Order to Abate a Public Health Nuisance)

ADDITIONS:

1. Budget Session Schedule – Item #6.11
2. Peace Officer Memorial Week – Item #6.12

CHANGES: None

INFORMATIONAL: None

Amanda



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, April 19, 2022

10:00 AM

Itasca County Boardroom

DRAFT

SPECIAL SESSION MINUTES

I. CALL TO ORDER

Chair Snyder called the meeting to order at 10:00 AM.

Attendee Name	Title	Status	Arrived
Davin Tinquist	District #1	Present	10:00 AM
Terry Snyder	District #2	Present	10:00 AM
Leo Trunt	District #3	Present	10:00 AM
Burl Ives	District #4	Present	10:00 AM
Ben DeNucci	District #5	Present	10:00 AM

II. REGULAR AGENDA

1. American Rescue Plan (ARP) Fund Update

Accounting Manager Gail Guck and County Administrator Brett Skyles provided information regarding the American Rescue Plan (ARP), which will deliver \$8,765,973 in Coronavirus State and Local Fiscal Recovery Funds to Itasca County for use in response to the COVID-19 emergency through 2024. The Board has already approved the use of \$5,316,006.90.

RESULT: INFORMATIONAL - NO ACTION TAKEN

2. American Rescue Plan (ARP) Fund Requests

Motion To: Direct staff to release the \$125,000 payment to Taconite Fire Department, as previously approved, contingent upon completion of the project by June 2025.

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

Motion To: Approve the use of \$108,916.38 in ARP Funds from the Cities/Townships and Non-Profits allocation for the Fire Contract/Protection requests from Harris (\$50,000), Splithand (\$7,910), Wildwood (\$6,700), Blackberry (\$20,000), Spang (\$10,267), and Arbo (\$62,824.94) Townships.

RESULT: FAILED DUE TO LACK OF A SECOND
MOVER: Commissioner Burl Ives

Motion To: Approve the use of \$88,885.38 in ARP Funds from the Cities/Townships and Non-Profits allocation for the Fire Contract/Protection requests from Harris (\$29,969), Splithand (\$7,910), Wildwood (\$6,700), Blackberry (\$20,000), Spang (\$10,267), and Arbo (\$14,039.38) Townships, as amended.

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

Commissioner Ives exited the meeting at 10:30 AM.

Commissioner Ives returned to the meeting at 10:31 AM.

Motion To: Match Beltrami County's contribution to Blackduck Ambulance up to \$10,000 for equipment requests.

RESULT:	APPROVED (4 TO 1)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Ben Denucci
ABSENT:	Burl Ives

Motion To: Add the City of Bovey request in the amount of \$50,000 for business park site prep and infrastructure, previously listed under Community Projects, back to the spreadsheet.

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

Motion To: Approve the use of \$918,650 in ARP Funds from the Cities/Townships and Non-Profits allocation for up to \$95,000 for the following requests: City of Warba (\$80,000), City of Bigfork (\$95,000), City of Nashwauk (\$95,000), City of Calumet (\$12,500), City of Taconite (\$95,000), City of Deer River (\$95,000), City of Effie (\$35,000), City of Marble (\$86,250), City of Effie (\$3,000), City of Nashwauk/City of Keewatin (\$95,000), City of Marble (\$50,000), City of Keewatin (\$95,000), Boys & Girls Clubs of Grand Rapids and Greenway (\$10,000), Let's Go Fishing Itasca (\$20,000), Itasca County 4-H (\$1,900), and City of Bovey (\$50,000).

RESULT:	APPROVED (4 TO 1)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Ben DeNucci
NAYS:	Burl Ives

Motion To: Approve the use of up to \$629,642 in ARP Funds from the Broadband allocation for the Zone N project with Paul Bunyan Communications and direct County Administrator Brett Skyles to negotiate with the vendor.

RESULT:	APPROVED (4 TO 1)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Ben DeNucci
NAYS:	Burl Ives

Motion To: Approve the use of \$350,000 in ARP Funds from the Other allocation for the Greenway ISD 316 request.

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

Motion To: Approve the use of \$50,000 in ARP Funds (\$20,000 from the Cities/Townships and Non-Profits allocation and \$30,000 from the Other allocation) for the Grand Rapids ISD 318 to be used for the Community & School Enhancement Project in Bigfork.

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

There is \$23,350 remaining in the Cities/Townships and Non-Profits allocation.

Motion To: Approve the use of \$500 in ARP Funds from the Other allocation for the Warba Feeley Youth Baseball Program request.

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

Motion To: Approve the use of \$80,000 in ARP Funds from the Other allocation for the IEDC Tourism request.

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

Motion To: Approve the use of \$200,000 in ARP Funds from the Other allocation for the IEDC e2ip Building request.

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

Motion To: Approve the use of \$50,000 in ARP Funds from the Other allocation for the Itasca County Family YMCA request, to be used for pavilion, fire alarm, and temperature control projects.

RESULT:	APPROVED (4 TO 1)
MOVER:	Commissioner Ben DeNucci
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Ben Denucci
NAYS:	Burl Ives

Motion To: Earmark \$600,000 in ARP Funds from the County allocation for the I.T. Related Costs request.

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

Motion To: Approve the use of \$60,281.90 in ARP Funds from the County allocation for the Itasca County Search & Rescue request.

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

Motion To: Earmark an additional amount up to \$36,500 from the County allocation for the Highway 169 Cross Range Expressway.

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

3. Schedule Special Session

Motion To: Schedule a Special Session Re: American Rescue Plan (ARP) Funding on Tuesday, June 7, 2022 beginning at 10 AM in the Boardroom of the Itasca County Courthouse.

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

III. ADJOURN

Chair Snyder adjourned the meeting at 11:27 AM.

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, May 3, 2022

2:30 PM

Itasca County Boardroom

DRAFT

WORK SESSION MINUTES

I. CALL TO ORDER

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

Attendee Name	Title	Status	Arrived
Davin Tinquist	District #1	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

Tuesday, May 10, 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:

1. Housing & Redevelopment Authority-Resignation-Ringdahl

05/03/2022

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/10/2022 2:30 PM
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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Burl Ives
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 10, 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:

1. Housing & Redevelopment Authority-Resignation-Blomquist

05/03/2022

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/10/2022 2:30 PM
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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Burl Ives
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 10, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2369

DEPARTMENT: Administrative Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Amanda Schultz, Diane Larson

AGENDA ITEM:

Housing and Redevelopment Authority Appointment

BOARD ACTION REQUESTED:

Appoint Leah Griffen to the vacant, unexpired Resident Commissioner position on the Itasca County Housing and Redevelopment Authority (HRA), effective May 10, 2022, with an expiration date of December 31, 2025.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Recommendation for Appointment to County Board 4.2022
2. Resident Commissioner Information
3. APPT Housing & Redevelopment Authority - Griffin

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



April 29, 2022

Mr. Terry Snyder, Chair
Itasca County Board of Commissioners
123 NE 4th Street
Grand Rapids, MN 55744

SUBJECT: Resident Board Member – Itasca County HRA Board

Dear Mr. Snyder and Members of the Board:

In accordance with 24 CFR Part 964, Itasca County HRA is required to solicit board membership of not less than 1 member who is a direct recipient of our public housing or Section 8 tenant-based rental assistance program to be a “resident board member”. The regular term of appointment, in accordance with MN State Law, is five (5) years. Our current resident commissioner moved out of Public Housing and therefore no longer qualifies to fill the position. We are requesting that the County Board appoint a resident commissioner to the HRA Board to fill the remainder of her term, which expires December 31, 2025.

A mailing was sent to all public housing residents and those persons currently receiving rental assistance through the Section 8 Housing Choice Voucher (HCV) program. This mailing went to approximately 430 households. A subcommittee of our board reviewed the five letters of interest received in response to the mailing and made a recommendation to the HRA board. The Itasca County HRA Board recommends the appointment of Ms. Leah Griffin, a resident of the City of Keewatin, to the Itasca County HRA Board of Commissioners to fill the “Resident Commissioner” position.

I have enclosed a one-page summary of the federal and state requirements relating to a resident board member for your reference.

I request that the County Board formally appoint Ms. Griffin to the Itasca County HRA Board effective as soon as possible to fill the unexpired term. Please do not hesitate to call me at the ICHRA offices at 326-7978 ext. 111 or email me at diane@itascacountyhra.org if you have any questions or concerns.

Sincerely,

A handwritten signature in black ink that reads "Diane R. Larson".

Diane R. Larson
Executive Director

cc: Amanda Schultz, Deputy Clerk to the County Board
Pat Casey, ICHRA Board Chair

CREATING AFFORDABLE HOUSING OPPORTUNITIES

PHONE: (218)326-7978
FAX: (218)326-8031

1115 NW 4TH STREET
GRAND RAPIDS, MN 55744

WEB: WWW.ITASCACOUNTYHRA.ORG

Resident Commissioner Information

Federal – related information:

- ❖ Federal register (24 CFR Part 964) “Required Resident Membership on Board of Directors or Similar Governing Body”
- ❖ Final rule effective November 22, 1999
- ❖ Requires membership on the board of each public housing agency of not less than 1 member who is directly assisted by the public housing agency
- ❖ Rule applies to any PHA that has a public housing annual contributions contract with HUD or that administers Section 8 tenant-based rental assistance.
- ❖ Small PHA exception: a) must have less than 300 public housing units b) provide reasonable (not less than 30 days) notice to the resident advisory board of the opportunity for residents to serve on the governing board c) must not be notified of the intention of any resident to participate on the governing board within a reasonable time and d) must do this process annually

State – related information:

- ❖ State of MN addressed new federal mandate in their 2000 legislative session
- ❖ State law changed – effective 8/01/00
- ❖ Previous wording of “5 members...” changed to read “five up to seven commissioners”.
- ❖ If any additional commissioners are appointed, one of the commissioners must be appointed in accordance with the requirements of 24 CFR 964.

Itasca County HRA Process:

- ❖ Memo sent to all persons 1) living in public housing and 2) participating in the Section 8 rental assistance program
- ❖ Bylaws revised to reflect new board membership
- ❖ HRA board and Executive Director review all letters of interest or nominations received
- ❖ Recommendation made to the County Board for appointment
- ❖ Actual appointment made by the County Board



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 10, 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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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Burl Ives
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 10, 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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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Burl Ives
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 10, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2374

DEPARTMENT: Auditor / Treasurer

TIME REQUESTED: < 5 Minutes

PRESENTER: Carolyn Randall

AGENDA ITEM:

Grant Application

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Authorization for Grant Application, which authorizes the Elections Division of the Auditor/Treasurer's office to apply for a Drop Box Grant through the Office of the Minnesota Secretary of State in an amount up to \$15,000.

BACKGROUND:

Grants are available for up to \$15,000 per drop box, and cover the cost of purchasing the drop box, installation of the drop box, installation of video monitoring, and associated out-of-pocket costs with video monitoring such as license contracts, contracts for data storage, or other costs associated with data storage. During its 2021 1st Special Session, the Minnesota Legislature, via Chapter 12, Article 1, Section 6, appropriated \$2 million to the Office of the Minnesota Secretary of State for grants to local units of government to implement the provisions of Minnesota Statutes, section 203B.082 (attached). Minnesota Statutes, section 203B.082, specifies the minimum security requirements and standards to establish a 24 hour ballot drop box. The Ballot Drop Box Grant Program does not require counties to match any amount of funding to be eligible to receive a grant award amount, but instead provides for reimbursement of actual costs for up to \$15,000 per drop box.

Itasca County will be responsible for selecting a contractor, vendor, and/or staff to establish the drop box and ensure compliance with Minnesota Statutes, section 203B.082. The political subdivision will report the expenditures for the establishment of the drop box to the OSS in order to receive reimbursements up to the amount awarded. Itasca County will also be required to fully cooperate in any and all state audits of the grant funds. Applications to the Drop Box Grant Program will be accepted until the funds are exhausted or returned to the State General Fund. Currently, the OSS is required to return any unused funds by July 1, 2023. Priority will be given to those applications received by May 16, 2022, and applications will be considered on a rolling basis until the grant funds are exhausted. If on May 16, 2022, the amount of applications exceed the amount of funds available, the OSS will prioritize one box per county, city, township, or tribal jurisdiction covered by the application. Funds are expected to be used for the purposes described above.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Drop Box Grant Application
2. M.S.203B.082

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 10, 2022

RESOLUTION 2022-29

RE: AUTHORIZATION FOR GRANT APPLICATION

BE IT RESOLVED that the Itasca County Board of Commissioners hereby authorize the Elections Division of the Auditor/Treasurer's office to apply for a Drop Box Grant through the Office of the Minnesota Secretary of State to be used to implement the provisions of Minnesota Statutes, section 203B.082, which specifies the minimum security requirements and standards to establish a 24 hour ballot drop box.

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

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 10th day of May A.D. 2022 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 10th day of May A.D. 2022.

Administrator

2022 Application for Drop Box Grant Program for Minnesota Counties and Municipalities

In accordance with the requirements of
Laws 2021, First Special Session, Chapter 12, Article 1, Section 6

Minnesota Secretary of State Steve Simon

Contents

- A. Overview / General Information
- B. Contact Information
- C. Application Amount Worksheet
- D. Certification

Section A. Overview - General Information

The State of Minnesota Office of the Secretary of State (OSS) is currently soliciting grant proposals from cities, townships, and counties for the establishment of Ballot Drop Boxes pursuant to Laws 2021, First Special Session,

During its 2021 1st Special Session, the Minnesota Legislature, via Chapter 12, Article 1, Section 6, appropriated \$2 million to the Office of the Minnesota Secretary of State for grants to local units of government to implement the provisions of Minnesota Statutes, section 203B.082. Minnesota Statutes, section 203B.082, specifies the minimum security requirements and standards to establish a 24 hour ballot drop box.

Grants are available for up to \$15,000 per drop box, and cover the cost of purchasing the drop box, installation of the drop box, installation of video monitoring, and associated out-of-pocket costs with video monitoring such as license contracts, contracts for data storage, or other costs associated with data storage.

The Ballot Drop Box Grant Program **does not require** counties to match any amount of funding to be eligible to receive a grant award amount, but instead provides for **reimbursement of actual costs** for up to \$15,000 per drop box.

Political subdivisions will be responsible for selecting a contractor, vendor, and/or staff to establish the drop box and ensure compliance with Minnesota Statutes, section 203B.082. The political subdivision will report the expenditures for the establishment of the drop box to the OSS in order to receive reimbursements up to the amount awarded. Political subdivisions will also be required to fully cooperate in any and all state audits of the grant funds.

Applications to the Drop Box Grant Program will be accepted until the funds are exhausted or returned to the State General Fund. Currently, the OSS is required to return any unused funds by July 1, 2023. Priority will be given to those applications received by May 16, 2022, and applications will be considered on a rolling basis until the grant funds are exhausted. If on May 16, 2022, the amount of applications exceed the amount of funds available, the OSS will prioritize one box per county, city, township, or tribal jurisdiction covered by the application. Funds are expected to be

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

Section B. Contact Information	
Jurisdiction: (Political Subdivision)	County
Name of Individual Submitting Application:	Carolyn Randall
Title of Individual Submitting Application:	Elections/License Specialist
Mailing Address of Individual Submitting Application: (Street/P.O. Box)	123 NE 4th St
City	Grand Rapids
State	MN
Zip Code	55744
E-Mail Address of Individual Submitting Application:	carolyn.randall@co.itasca.mn.us
Phone:	218-327-2849
FAX:	218-327-2846
Federal Tax ID # of Jurisdiction:	

Section C. Application Amount Worksheet

1. Number Of Drop Boxes Intended	
2. Estimated Cost to Purchase Each Drop Box	
3. Estimated Cost for Drop Box Installation Per Drop Box	
4. Total Estimated Drop Box Cost Per Drop Box:	
5. Estimated Cost for Monitoring Hardware Per Drop Box	
6. Estimated Cost for Monitoring Installation Per Drop Box	
7. Total Estimated Monitoring Cost Per Drop Box:	
8. TOTAL COST FOR DROP BOXES (Lines 4+7, then multiplied by Line 1)	
9. Estimated TOTAL Cost for Monitoring Licensing	
10. Estimated TOTAL Cost for Data Storage	
11. TOTAL COST FOR LICENSING AND STORAGE (Line 8 + Line 9)	
TOTAL Application Amount (Lines 8 +11):	

Section D. Certification

I certify that the Drop Box Grant funds will be used only to cover the costs of purchasing the drop box, installation of the drop box, installation of video monitoring, and associated out-of-pocket costs with video monitoring such as license contracts, contracts for data storage, or other costs associated with data storage for the purposes of establishing a drop box under section 203B.082. I further certify that all information provided in this application is true and accurate.

Name of Jurisdiction:

Printed Name of Individual Submitting the Application:

Title of Applicant

Signature:

Date:

Please check one:

☒

For County application, see attached county board resolution approving the application for these funds.

☐

For municipality or school district application, see attached resolution from the city council, town board or school district board approving the application for these funds; and see attached letter from the county auditor(s) agreeing to assist the municipality/school district in use of the equipment.

Prior to signing, please print off this Certification page, sign it, scan it and E-mail it with the completed Excel version of the application to **elections.dept@state.mn.us**. There is no requirement to physically mail in a hard-copy of this application. If you have any questions, please e-mail Bill Ekblad at bill.ekblad@state.mn.us, or call the Elections Division at (651) 215-1440.

Deadline: Priority will be given to those applications received by May 16, 2022, and applications will be considered on a rolling basis until the grant funds are exhausted.

203B.082 ABSENTEE BALLOT DROP BOXES; SECURITY AND INTEGRITY.

Subdivision 1. **Definition.** As used in this section, "drop box" means a secure receptacle or container established to receive completed absentee ballots 24 hours per day. Drop box does not include a receptacle or container maintained by the United States Postal Service, or a location at which a voter or an agent may return a completed absentee ballot by providing it directly to an employee of the county auditor or municipal clerk.

Subd. 2. **Minimum security and integrity standards.** The county auditor or municipal clerk may provide locations at which a voter may deposit a completed absentee ballot enclosed in the completed signature envelope in a secure drop box, consistent with the following security and integrity standards:

- (1) each drop box must be continually recorded during the absentee voting period;
- (2) each drop box must be designed to prevent an unauthorized person from moving, removing, or tampering with the drop box;
- (3) each drop box placed in an outdoor location must be fastened to a building, bolted to a concrete pad, or otherwise attached to a similarly secure structure;
- (4) ballots deposited in a drop box must be secured against access by any unauthorized person, and in the case of a drop box located in an outdoor location, the drop box must be secured against damage due to weather or other natural conditions;
- (5) each drop box must contain signage or markings that:
 - (i) clearly identifies the drop box as an official absentee ballot return location; and
 - (ii) include the location and hours where an agent may return an absentee ballot;
- (6) deposited ballots must be collected at least once per business day during the absentee voting period by the county auditor, municipal clerk, or an elections official trained by the county auditor or municipal clerk in the proper maintenance and handling of absentee ballots and absentee ballot drop boxes, and in the security measures used to protect absentee ballots; and
- (7) ballots collected from each drop box must be properly date-stamped and stored in a locked ballot container or other secured and locked space consistent with any applicable laws governing the collection and storage of absentee ballots.

Subd. 3. **Publication of locations required.** (a) The county auditor or municipal clerk must provide a list of designated absentee ballot drop box locations to the secretary of state no later than 40 days prior to the start of the absentee voting period at every regularly scheduled primary or general election. The list must be published on the website of the county or municipality and on the website of the secretary of state at least 35 days prior to the start of the absentee voting period.

(b) The county auditor or municipal clerk must provide an updated list of designated absentee ballot drop box locations to the secretary of state no later than 20 days prior to the start of the absentee voting period at every regularly scheduled primary or general election, if any locations have changed or been added since submission of the list under paragraph (a). The list must be published on the website of the county or municipality and on the website of the secretary of state at least 15 days prior to the start of the absentee voting period.

Subd. 4. **Electioneering prohibited.** Section 211B.11 applies to conduct within 100 feet of an absentee ballot drop box established under this section.

History: *1Sp2021 c 12 art 4 s 5*



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 10, 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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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Burl Ives
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

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

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 10, 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.

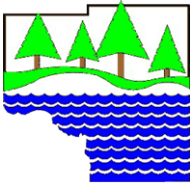
COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

05/03/2022

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 05/10/2022 2:30 PM
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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Burl Ives
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 10, 2022

RESOLUTION 2022-30

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.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 10th day of May A.D. 2022 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 10th day of May A.D. 2022.

Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 10, 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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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Burl Ives
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 10, 2022

RESOLUTION 2022-31

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.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 10th day of May A.D. 2022 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 10th day of May A.D. 2022.

Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 10, 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

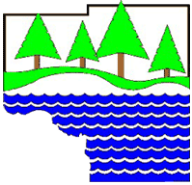
SUPPORTING DOCUMENTATION:

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 10, 2022

RESOLUTION 2022-32

**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.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 10th day of May A.D. 2022 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 10th day of May A.D. 2022.

Administrator

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

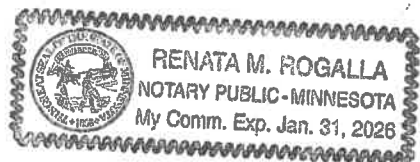
State of Minnesota, } ss.
County of Itasca

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

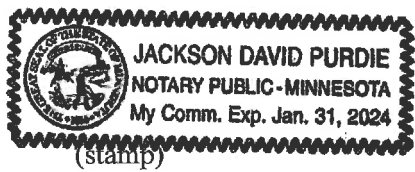
County of Itasca

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.

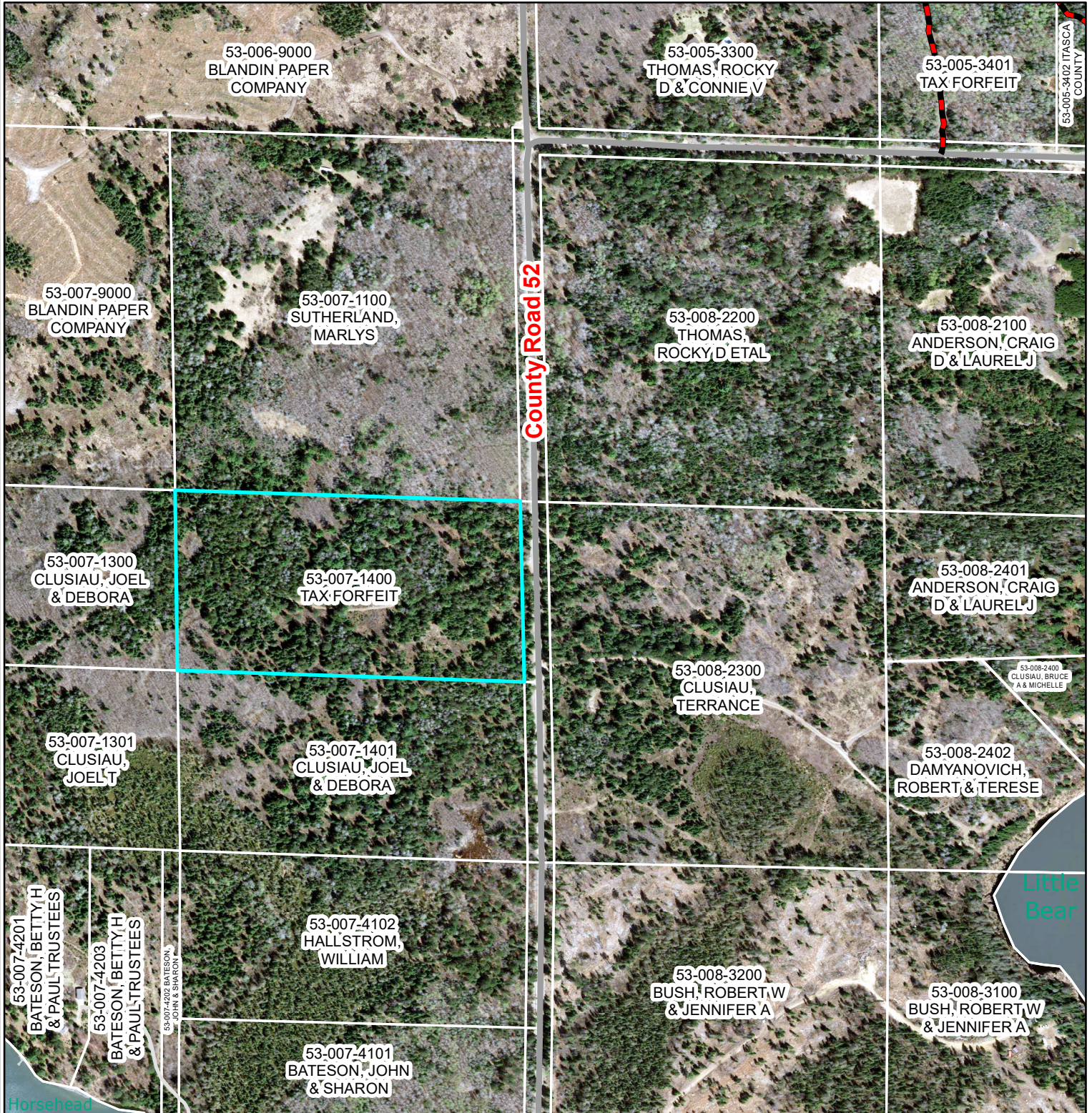
Subscribed and sworn to before me this

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.



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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 10, 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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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Burl Ives
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 10, 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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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Burl Ives
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

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.

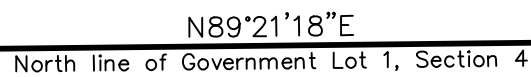
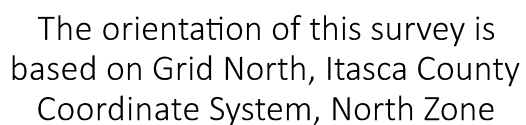
IN TESTIMONY WHEREOF, the County Auditor of the County of Itasca, State of Minnesota, has affixed his hand and seal this _____ day of _____, 20 ____.

by _____
Itasca County Chief Deputy Auditor

Page 11 of 11

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



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

Date: 3/18/22 Registration No. 44902

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

- 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.)

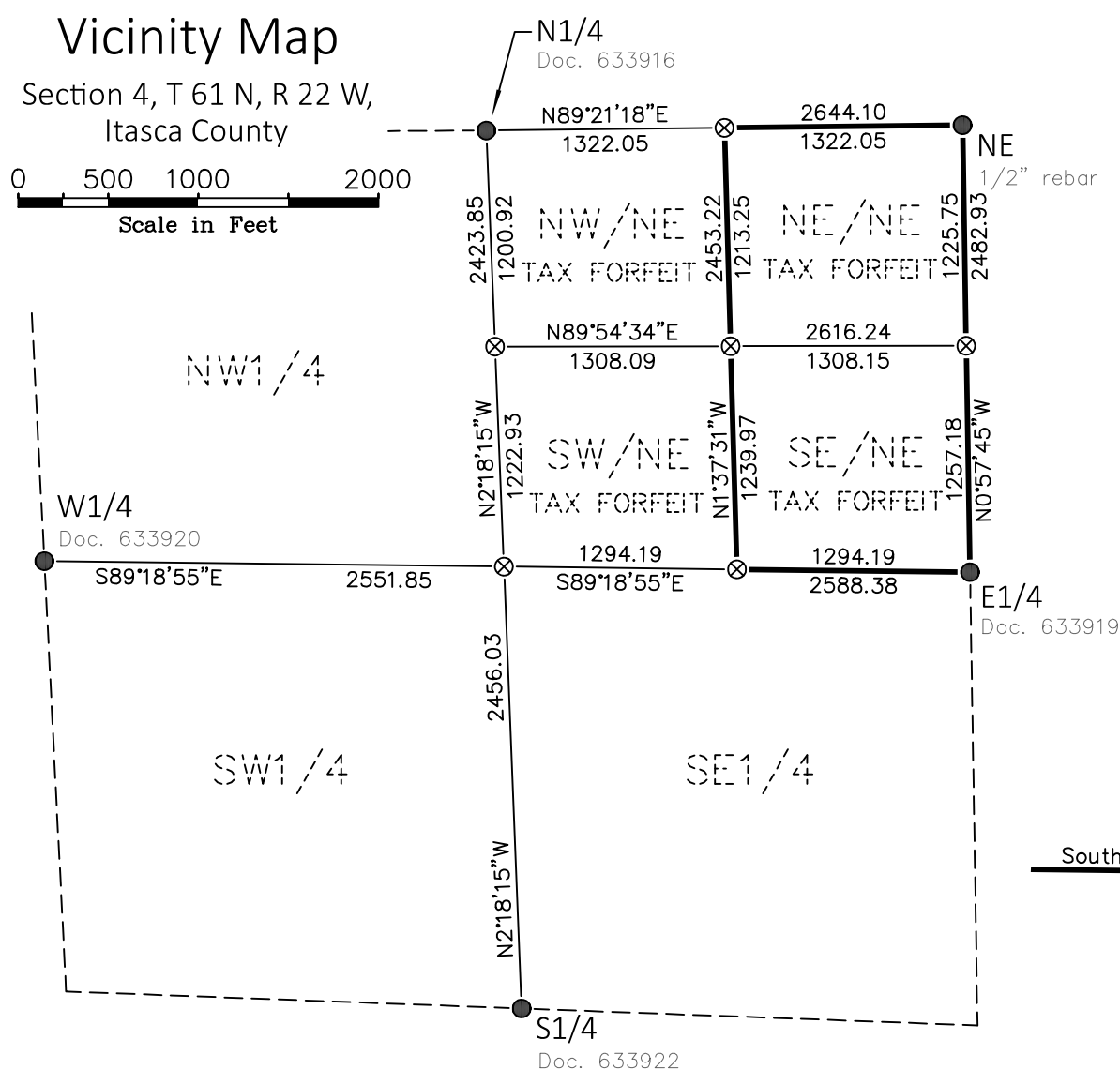
Easement area outside of road R/W
= 1.37± Acres (59,516± Sq. ft.)

Total length of easement centerline
= 2482.12 feet

SE1/4--NE1/4, Section 4

Parcel 06-004-1400
County Administered Tax Forfeit

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



South line of the SE1/4-NE1/4, Section 4
S89°18'55"E

35.01

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, it's 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 | |

Limits

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

An umbrella or excess policy over primary liability 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 ____.

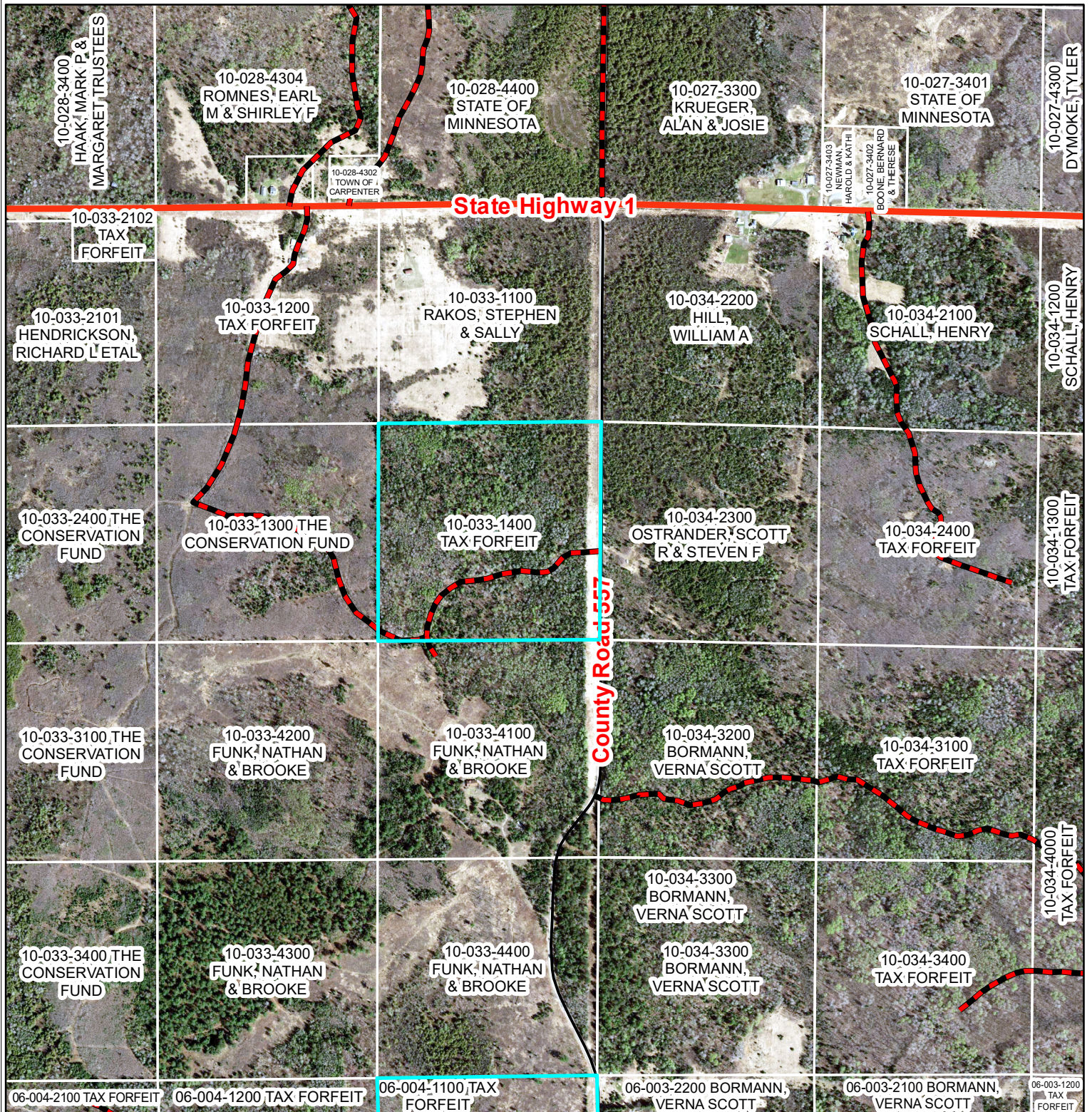
by _____
Itasca County Chief Deputy Auditor

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



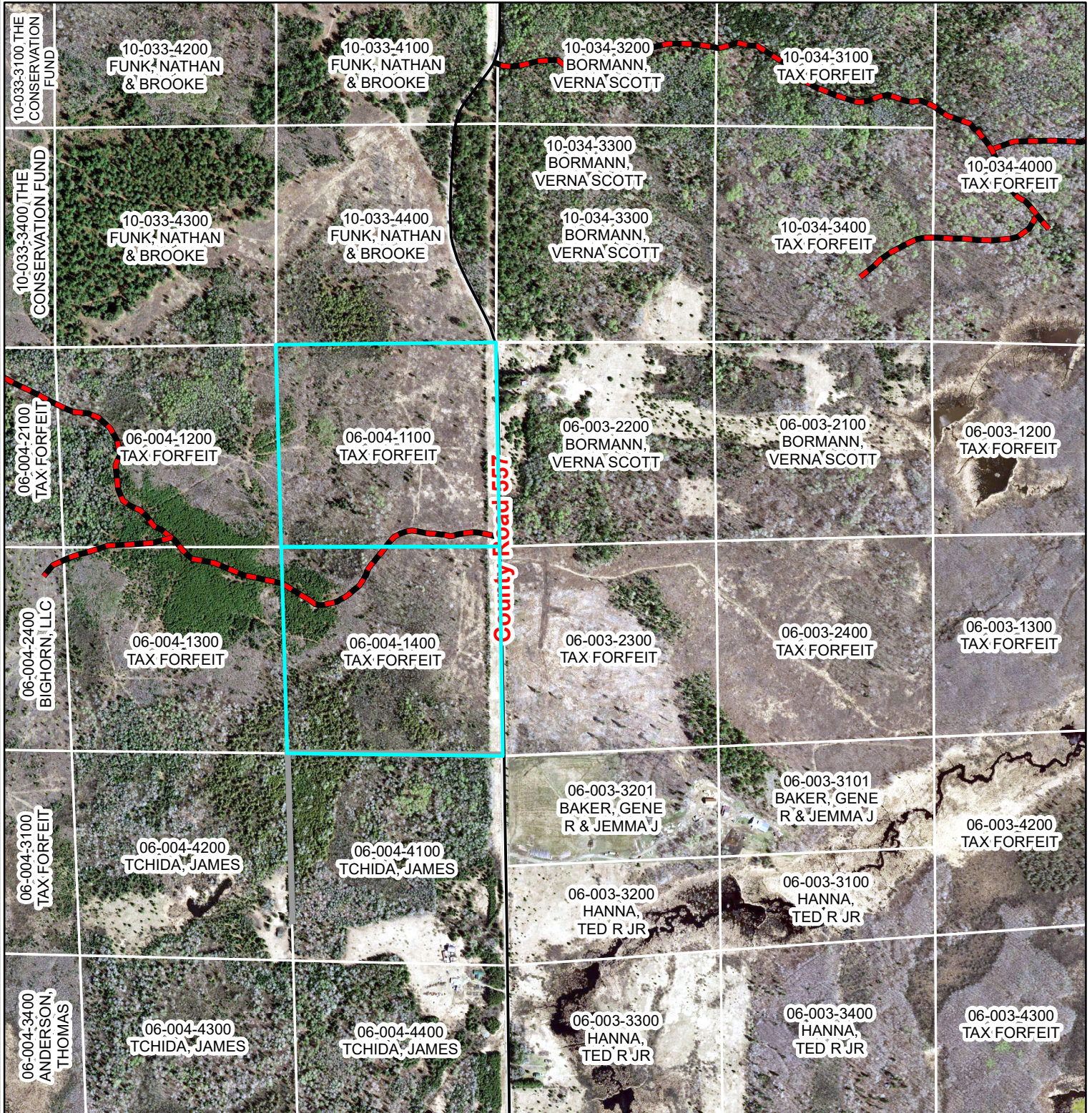
The Data is provided "as is" without warranty or any representation of accuracy, timeliness or completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the requester. The County makes no warranties, express 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 10, 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
----------------	--------------------------------	---------------------------------

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

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)

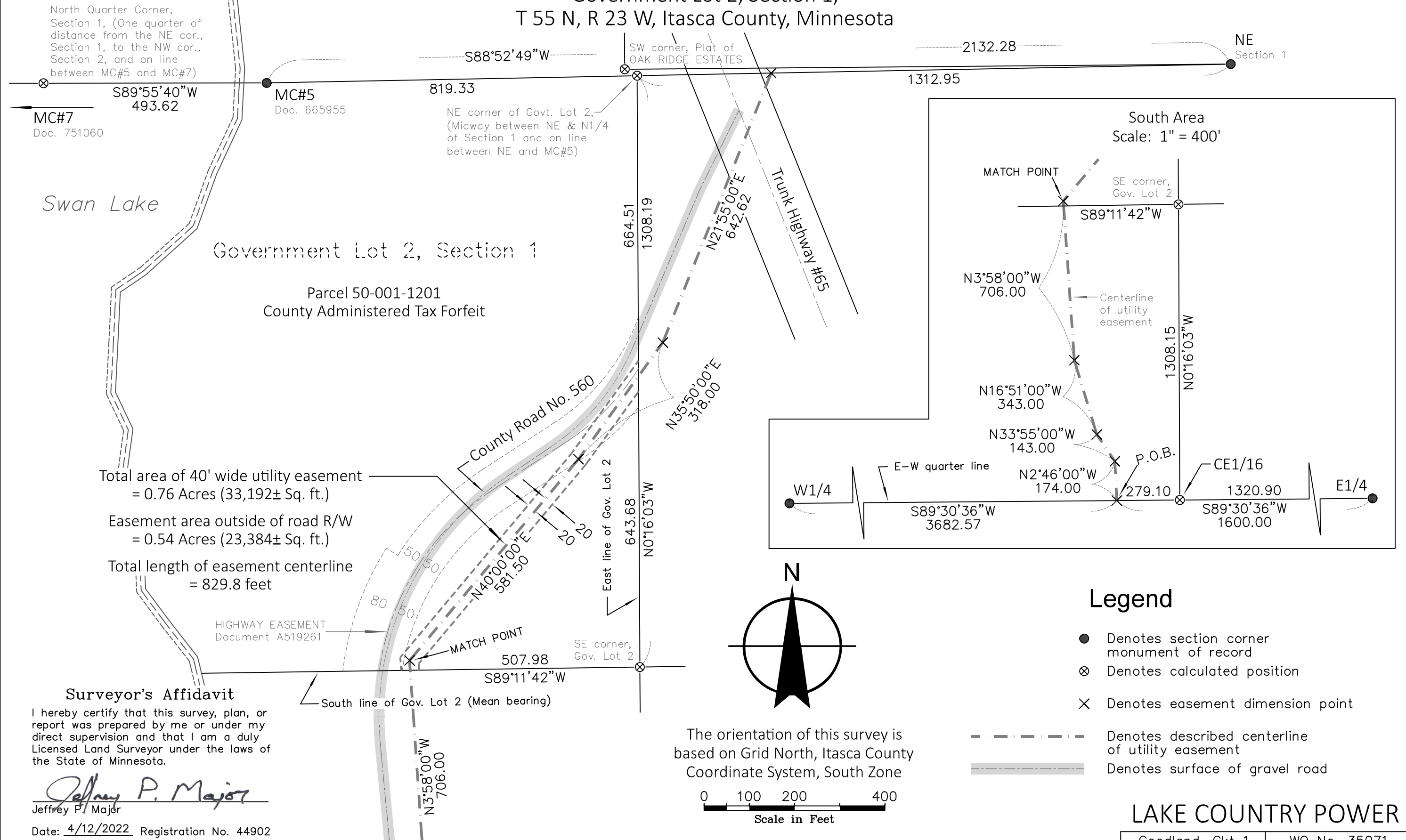
Notary Public

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



Total area of 40' wide utility easement
= 0.76 Acres (33,192± Sq. ft.)

Easement area outside of road R/W
= 0.54 Acres (23,384± Sq. ft.)

Total length of easement centerline
= 829.8 feet

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: 4/12/2022 Registration No. 44902

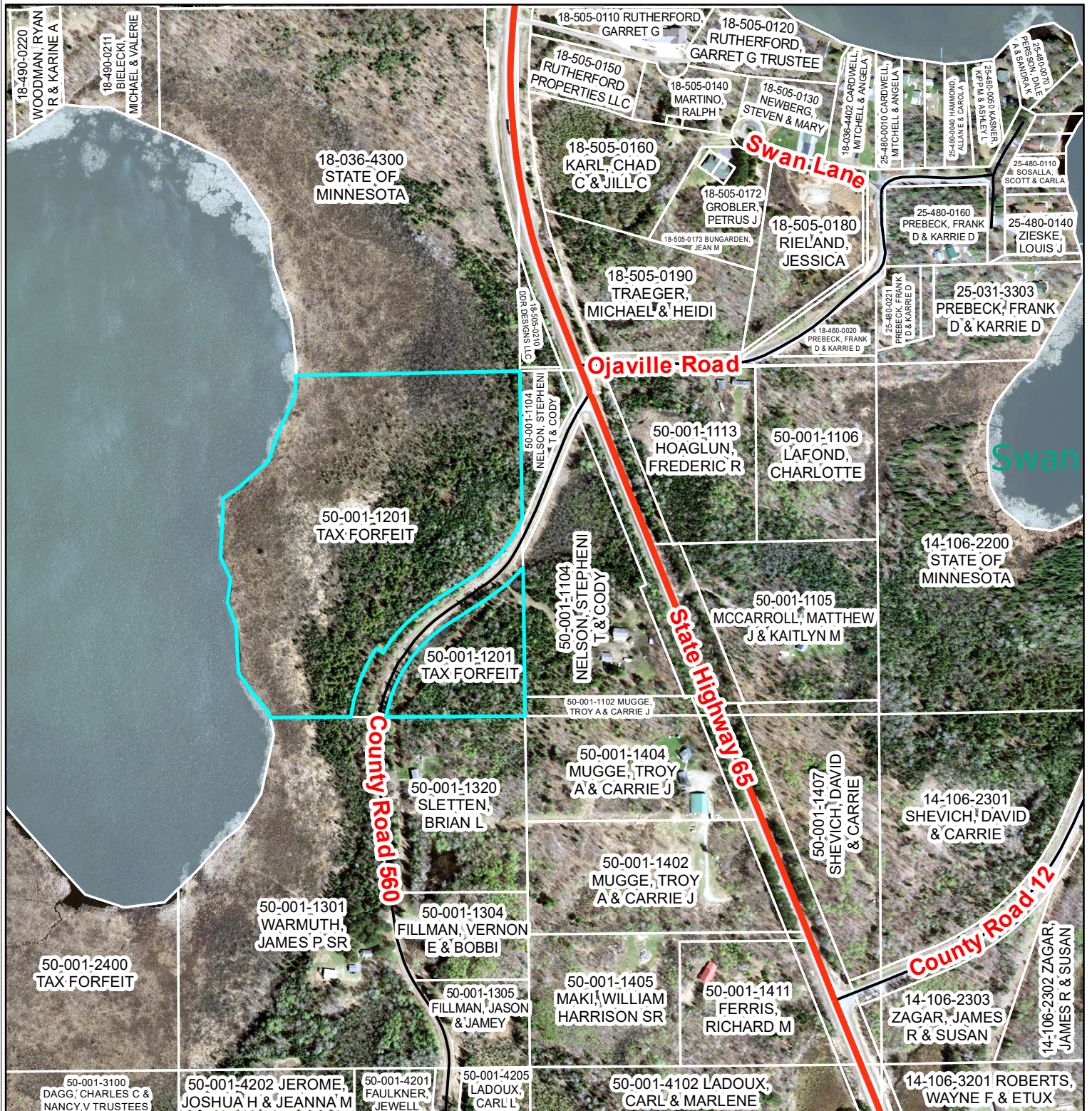
Legend

- Denotes section corner monument of record
- ⊗ Denotes calculated position
- × Denotes easement dimension point
- Denotes described centerline of utility easement
- Denotes surface of gravel road

LAKE COUNTRY POWER

Goodland, Ckt 1 | WO No. 35071

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 10, 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
----------------	--------------------------------	---------------------------------

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

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.

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

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:

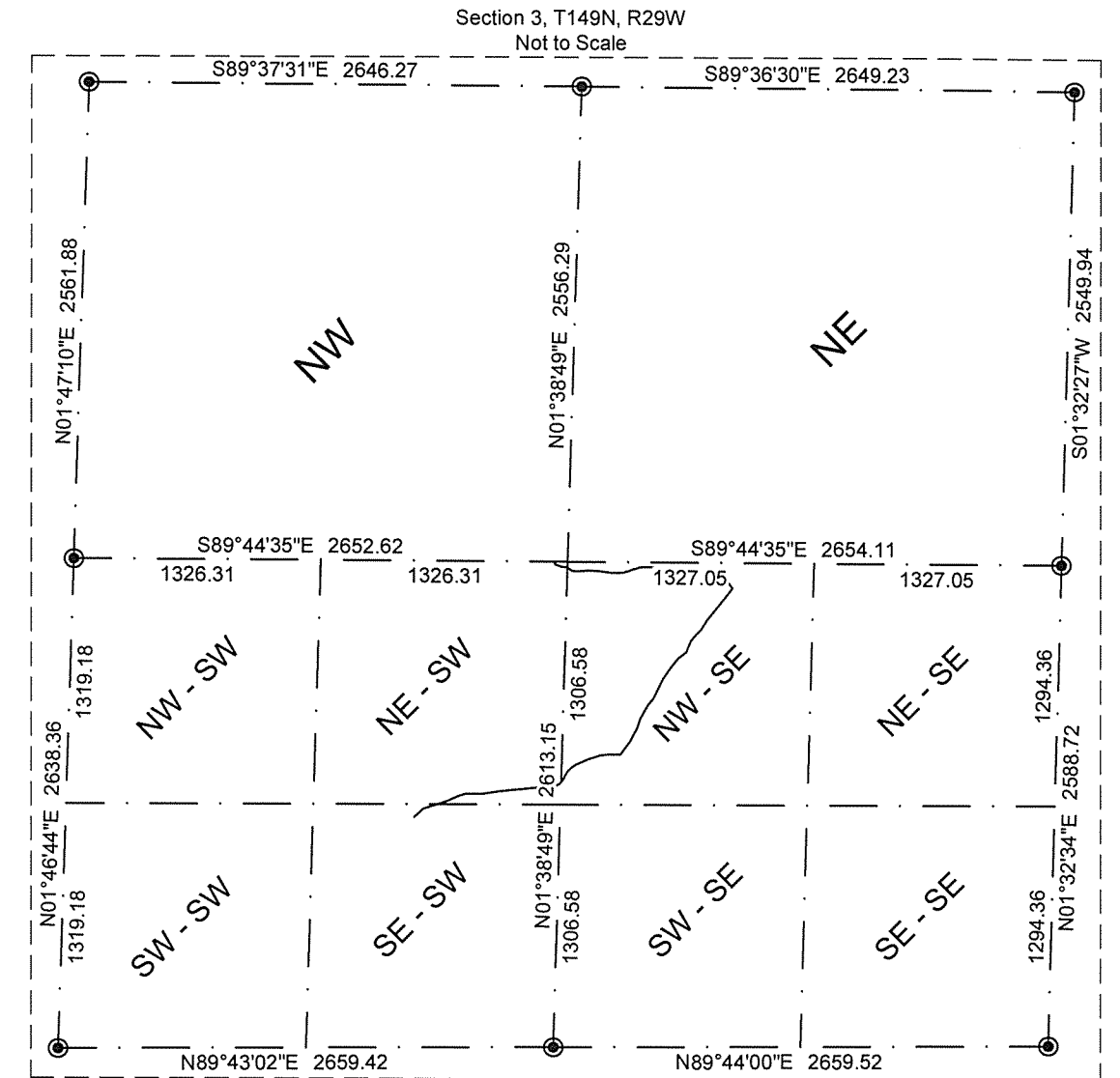
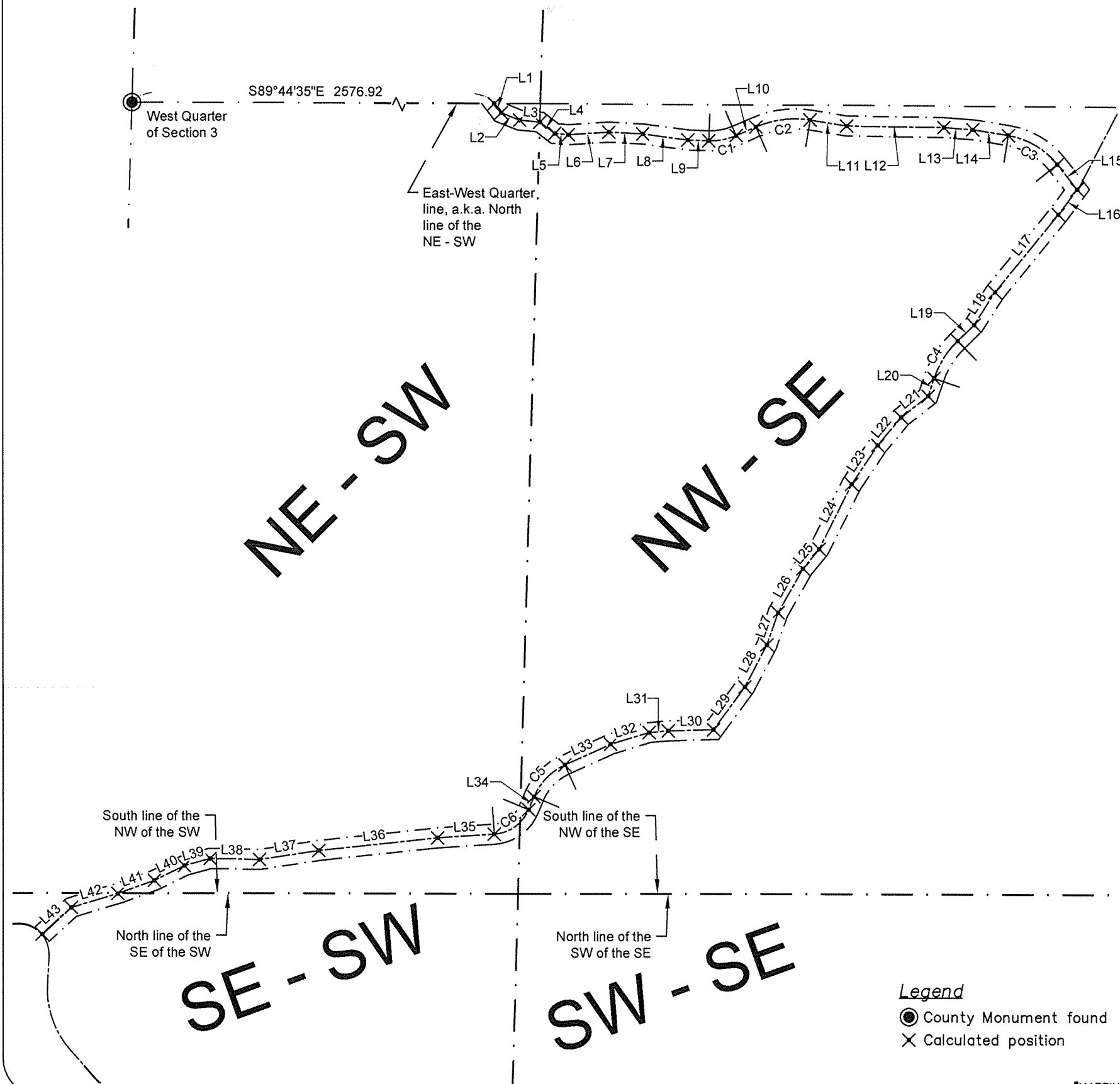
Commencing at the West Quarter corner of said Section 3, thence South 89 degrees 44 minutes 35 seconds East, bearing assigned, along the east - west quarter line of said Section 3, a distance of 2576.92 feet, to the point of beginning; thence South 37 degrees 09 minutes 12 seconds East 19.04 feet; thence 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)

N

100 200
1 inch = 200 feet

Legend

- County Monument found
- X 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

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

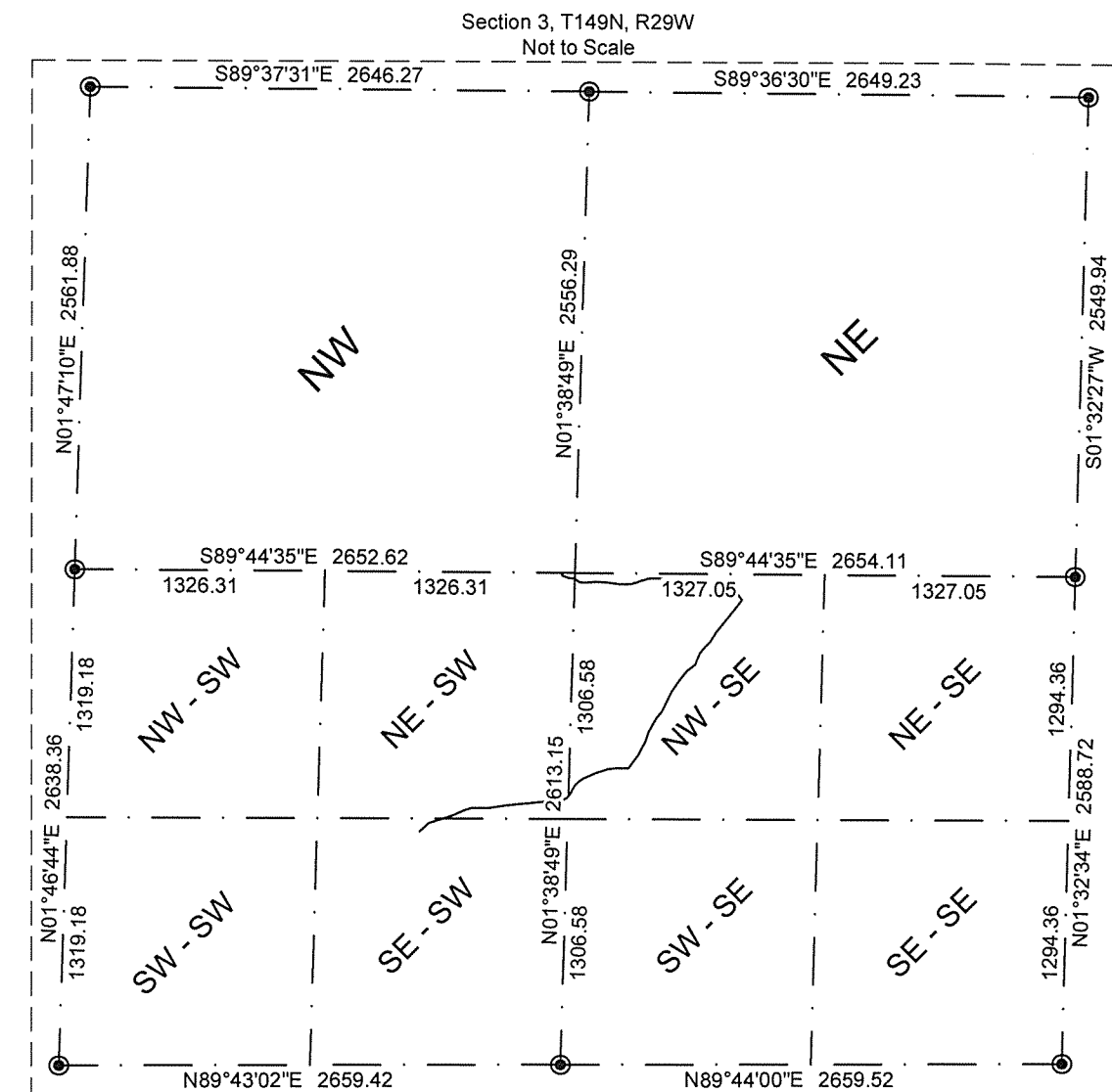
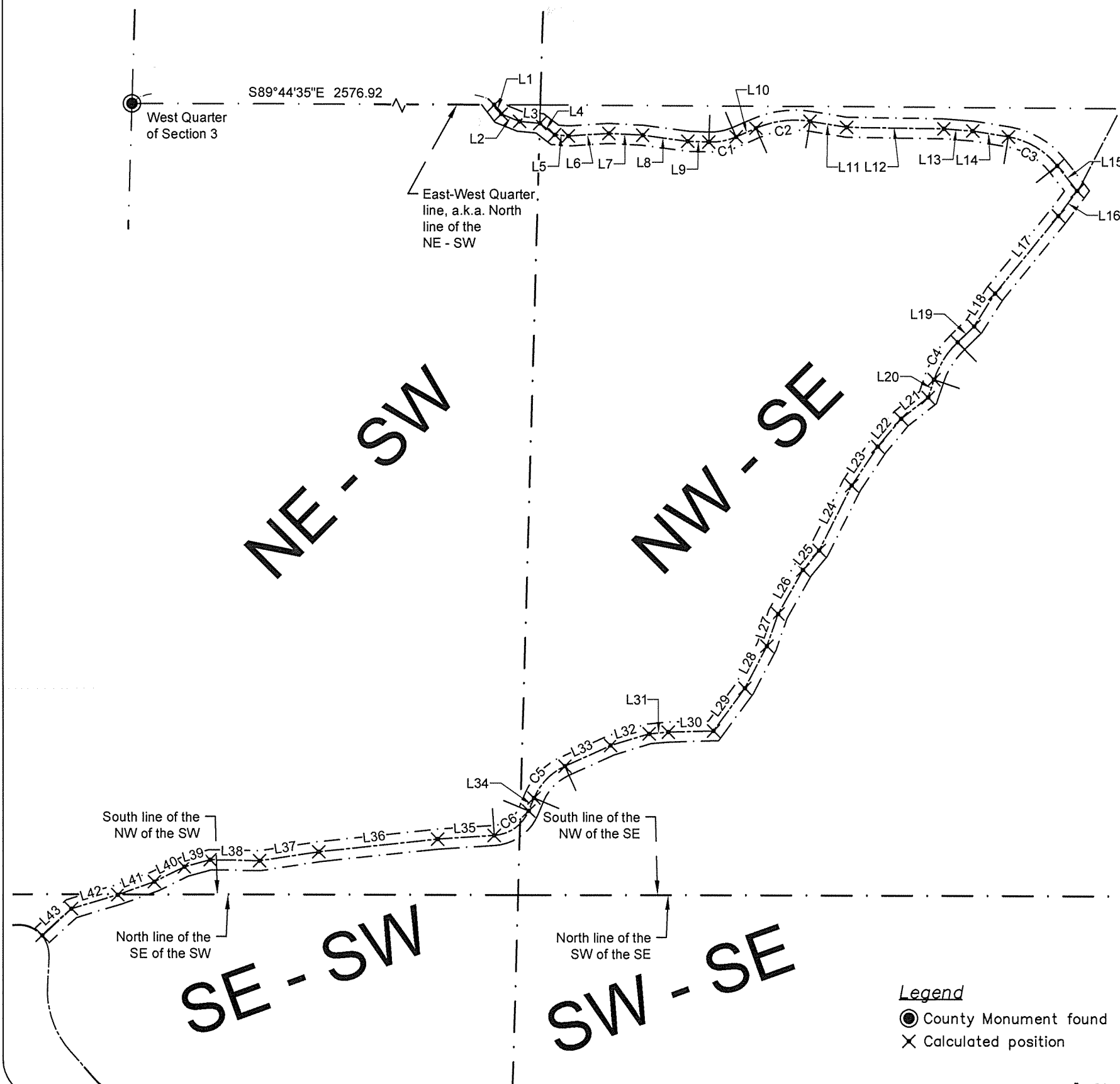
STATE OF MINNESOTA)
) ss.
COUNTY OF ITASCA)

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)



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

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

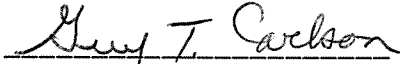
123 N.E. 4th Street, Courthouse Room 156,
Grand Rapids, Minnesota, 55744

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

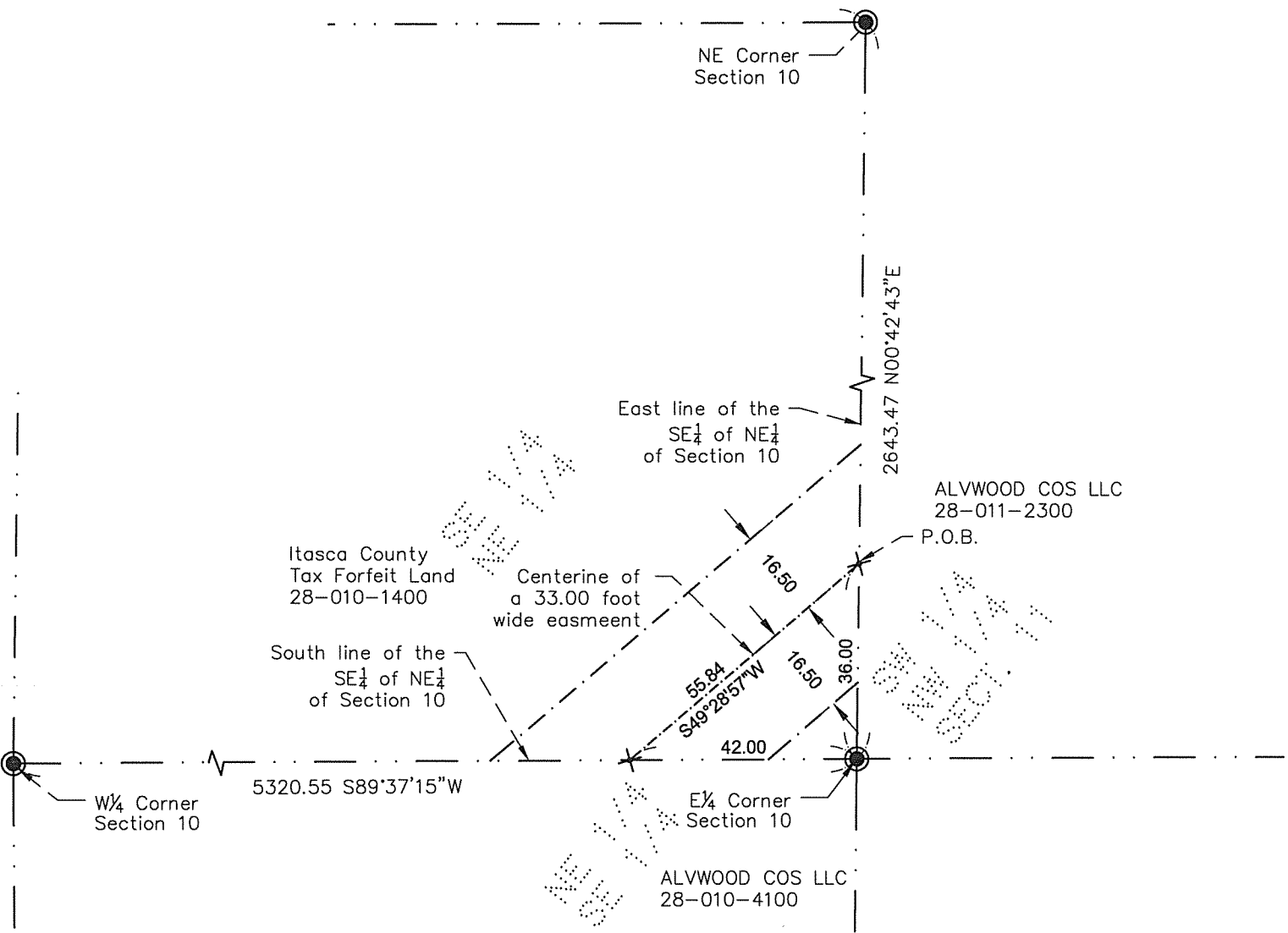
STATE OF MINNESOTA)
) ss.
COUNTY OF ITASCA)

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

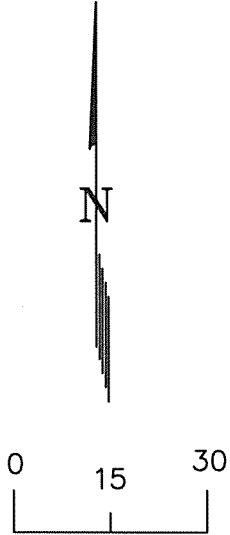


PROPOSED EASEMENT:

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 10, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2371

DEPARTMENT: Sheriff
PRESENTER: John Linder

TIME REQUESTED: 5 Minutes

AGENDA ITEM:
Itasca County Multi-Hazard Mitigation Plan

BOARD ACTION REQUESTED:
Adopt the Resolution Re: Adoption of the Itasca County Multi-Hazard Mitigation Plan.

BACKGROUND:
The Itasca County Multi-Hazard Mitigation Plan was sent to FEMA for review. Over the past few months, the plan was reviewed based on the local plan criteria contained in 44 CFR Part 201, as authorized by the Disaster Mitigation Act of 2000. The Itasca County plan met the required criteria for a multi-jurisdiction hazard mitigation plan.

Formal approval of this plan is contingent upon the adoption by the participating jurisdictions of this plan

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 10, 2022

RESOLUTION 2022-33

RE: ADOPTION OF THE ITASCA COUNTY ALL-HAZARD MITIGATION PLAN

WHEREAS, Itasca County has participated in the hazard mitigation planning process as established under the Disaster Mitigation Act of 2000, and

WHEREAS, the Act establishes a framework for the development of a County Hazard Mitigation Plan; and

WHEREAS, the Act as part of the planning process requires public involvement and local coordination among neighboring local units of government and businesses; and

WHEREAS, the Itasca County Plan includes a risk assessment including past hazards, hazards that threaten the County, an estimate of structures at risk, a general description of land uses and development trends; and

WHEREAS, the Itasca County Plan includes a mitigation strategy including goals and objectives and an action plan identifying specific mitigation projects and costs; and

WHEREAS, the Itasca County Plan includes a maintenance or implementation process including plan updates, integration of the plan into other planning documents and how Itasca County will maintain public participation and coordination; and

WHEREAS, the Plan has been shared with the Minnesota Division of Homeland Security and Emergency Management and the Federal Emergency Management Agency for review and comment; and

WHEREAS, the Itasca County All-Hazard Mitigation Plan will make the county and participating jurisdictions eligible to receive FEMA hazard mitigation assistance grants; and

WHEREAS, this is a multi-jurisdictional Plan and cities that participated in the planning process may choose to also adopt the County Plan.

NOW THEREFORE BE IT RESOLVED, that Itasca County supports the hazard mitigation planning effort and wishes to adopt the Itasca County All-Hazard Mitigation Plan.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 10th day of May A.D. 2022 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 10th day of May A.D. 2022.

Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 10, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2372

DEPARTMENT: Sheriff

TIME REQUESTED: < 5 Minutes

PRESENTER: Vic Williams

AGENDA ITEM:

2022 Federal Boating Safety Supplemental Patrol Grant Agreement

BOARD ACTION REQUESTED:

Approve and authorize signatures necessary to execute the Federal Supplemental Boating Safety Patrol Grant Agreement and Conflict of Interest Statement between the State of Minnesota (DNR) and the Itasca County Sheriff's Office.

BACKGROUND:

This annual grant supplements our regular boat and water grant, and provides additional funds to support extra boat patrol in Itasca County.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. 2022 - Itasca Federal Patrol Grant Encumb
2. Exhibit A - 2022 FBP FINAL 041222
3. Exhibit B - 2022 FBP FINAL 041222
4. Grantee Conflict of Interest form - 2022 FBP

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



**2022 STATE OF MINNESOTA
FEDERAL BOATING SAFETY SUPPLEMENTAL PATROL
GRANT CONTRACT AGREEMENT**

ENCUMBRANCE WORKSHEET

Contract #: 211401

PO #: 3-208264

State Accounting Information

Dept. ID R29	PC Bus. Unit R2901	Fiscal Year 2022	Source Type REIMB	Vendor Number 0000197296-001
Total Amount \$8,000	Project ID R29G70CGBLA19	Billing Location R297000221	UEI NHLFNZ9GKFA8	

Accounting Distribution

Fund 3000	Fin. Dept. ID R2937715	Approp. ID R297227	Category 84101501	Account 441302	Activity A4CG002
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Grant Begin Date May 13, 2022	Grant End Date September 5, 2022
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Grantee Name and Address:

Itasca County Sheriffs Office
440 NE First Avenue
Grand Rapids, MN 55744

Payment Address:
(where DNR sends the check)

Itasca County Treasurer
123 NE 4th Street
Grand Rapids, MN

**2022 STATE OF MINNESOTA
FEDERAL BOATING SAFETY SUPPLEMENTAL PATROL
GRANT CONTRACT AGREEMENT**

This grant contract agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources, Enforcement Division ("State") and Itasca County Sheriff's Office, 440 NE First Avenue, Grand Rapids, MN 55744 (UEI NHLFNZ9GKFA8) ("Grantee"). The payment address for this grant contract agreement is Itasca County Treasurer, 123 NE 4th Street, Grand Rapids, MN.

Recitals

1. Under Minnesota Statute [§84.026](#), [§86B.101](#) and Department of Homeland Security – through the Recreational Boating Safety Financial Assistance program to states, commonwealth and territories (FAIN 3319FAS190127), (CFDA number 97.012) in U.S.C. 13101-13110 the State is empowered to enter into this grant contract agreement. This grant contract agreement is a non-research and non-developmental grant.
2. The State will make available supplementary funding in the amount noted in this grant contract agreement to cover the cost of additional boating safety patrol of lakes and rivers in the county.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract agreement to the satisfaction of the State. Pursuant to [Minn.Stat. §16B.98](#), Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant contract agreement.

Grant Contract Agreement

1 Term of Grant Contract Agreement

- 1.1 **Effective date:** May 13, 2022. Per [Minn. Stat. §16B.98](#), Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per [Minn.Stat. §16B.98](#) Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed. Reimbursements will only be made for expenditures made according to the terms of this grant contract agreement.
- 1.2 **Expiration date:** September 5, 2022 or until all obligations have been satisfactorily fulfilled, whichever occurs first. The Grantee shall submit a final billing invoice within 30 days of the expiration of the grant contract agreement as specified herein.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract agreement: 8. Liability; 9. State and Single Audits; 10. Government Data Practices; 14. Publicity and Endorsement; 15. Governing Law, Jurisdiction, and Venue; and 17. Data Disclosure.

2 Grantee's Duties

The Grantee, who is not a state employee, will comply with required grants management policies and procedures set forth through [Minn.Stat. §16B.97](#), Subd. 4 (a) (1). The Grantee will provide additional boating safety patrol hours during high watercraft use periods through the payment of overtime or the addition of enforcement personnel. The Grantee will submit to the State a written plan to carry out the provisions of this grant contract agreement. Provisions of Chapter 86B, the provisions of Chapter 169A pertaining to motorboats and the Boat and Water Safety Rules, hereinafter referred to as the "Minn. Rules" will be enforced. Refer to Exhibit A which is attached and incorporated into this grant contract agreement for more information on allowable expenses. The Grantee is responsible for maintaining an adequate conflict of interest policy throughout the term of this grant contract agreement. The Grantee shall monitor and report any actual, potential or perceived conflicts of interest to the State's Authorized Representative.

Reporting Requirements: The Grantee is bound to financial and performance requirements as noted in this grant contract agreement and Exhibit A which is attached and incorporated into this grant contract agreement.

3 Time

The Grantee must comply with all the time requirements described in this grant contract agreement. In the performance of this grant contract agreement, time is of the essence.

4 Consideration and Payment

- 4.1 **Consideration.** Consideration for all services performed by Grantee pursuant to this grant contract agreement shall be paid by the State as follows:

- (a) **Compensation.** The Grantee will be paid for all boat and water safety activities performed by the Grantee during the term of the grant contract agreement up to Eight thousand dollars (\$8,000).
- (b) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed Eight thousand dollars (\$8,000).

- 4.2 **Payment**

- (a) **Invoice.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Submit one invoice at the end of the grant period or when all obligations have been satisfactorily fulfilled, whichever occurs first. The invoice shall be accompanied by log sheets and narrative report as described in Exhibit A. The invoice, log sheets and required narrative report must be submitted to the State not later than October 5, 2022,

unless an extension is requested in writing from the Grantee and approved in writing from the State.

- (b) **Federal funds.** Payments under this grant contract agreement will be made from federal funds obtained by the State through the U.S. Coast Guard, Department of Homeland Security – through the Recreational Boating Safety Financial Assistance program to states, commonwealth and territories (FAIN 3319FAS190127), (CFDA number 97.012) in U.S.C. 13101-13110. Exhibit B is attached and incorporated into this grant contract agreement for specific federal requirements that affect this grant contract agreement. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

4.3 **Contracting and Bidding Requirements**

Per [Minn. Stat. §471.345](#), grantees that are municipalities as defined in Subd. 1 must follow the law.

- (a) The grantee must not contract with vendors who are suspended or debarred in MN:
<http://www.mmd.admin.state.mn.us/debarredreport.asp>

4.4 **Indirect Cost Rate.** The federal indirect cost rate for the State's federal award is ____.

The Grantee's indirect cost rate is ____% for this sub-award agreement.

5 **Conditions of Payment**

All services provided by the Grantee under this grant contract agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 **Authorized Representative**

The State's Authorized Representative is Adam Block, Boating Law Administrator, Enforcement Division – Central Office, Minnesota Department of Natural Resources (DNR), 500 Lafayette Rd., St. Paul, MN 55155-4047, adam.block@state.mn.us or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Sheriff Victor J Williams, Itasca County Sheriffs Office, 440 NE First Avenue, Grand Rapids, MN 55744, or his/her successor. If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

7 **Assignment, Amendments, Waiver, and Grant Contract Agreement Complete**

- 7.1 **Assignment.** The Grantee shall neither assign nor transfer any rights or obligations under this grant contract agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant contract agreement, or their successors in office.
- 7.2 **Amendments.** Any amendments to this grant contract agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract agreement, or their successors in office.
- 7.3 **Waiver.** If the State fails to enforce any provision of this grant contract agreement, that failure does not waive the provision or the State's right to enforce it.
- 7.4 **Grant Contract Agreement Complete.** This grant contract agreement, including Exhibits A and B which are attached and incorporated into this grant contract agreement, contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract agreement, whether written or oral, may be used to bind either party.

8 **Liability**

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract agreement by the Grantee or the Grantee agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract agreement.

9 **Audits (State and Single)**

Under [Minn. Stat. §16B.98, subd. 8](#) and [2 CFR 200.331](#), the Grantee books, records, documents, and accounting procedures and practices relevant to this grant contract agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

All state and local governments, colleges and universities, and non-profit organizations that expend \$750,000 or more of Federal awards in a fiscal year must have a single audit according to the OMB Uniform Guidance: Cost Principles, Audit, and Administrative Awards Requirements for Federal Awards. This is \$750,000 total Federal awards received from all sources. If an audit is completed, forward a copy of the report to both the State's Authorized Representative and the State Auditor.

10 Government Data Practices

10.1 **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant contract agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

11 American Disabilities Act

The Grantee is subject to complying with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.) and all applicable regulations and guidelines.

12 Non-Discrimination Requirements

No person in the United States must, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance. Including but not limited to:

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance; Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;
- (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.
- (c) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
- (d) Title II of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against qualified individuals with disabilities in services, programs, and activities of public entities.
- (e) Any other applicable non-discrimination law(s).

13 Workers' Compensation

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

14 Publicity and Endorsement

14.1 **Publicity.** Any publicity regarding the subject matter of this grant contract agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors with respect to the program, publications, or services provided resulting from this grant contract agreement. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

14.2 **Endorsement.** The Grantee must not claim that the State endorses its products or services, and the Grantee must adhere to the terms of 2 CFR 200.315.

15 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract agreement. Venue for all legal proceedings out of this grant contract agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

16 Termination

16.1 **Termination by the State.** The State may immediately terminate this grant contract agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

16.2 **Termination for Cause.** The State may immediately terminate this grant contract agreement if the State finds that there has been a failure to comply with the provisions of this grant contract agreement that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

16.3 **Termination for Insufficient Funding.** The State may immediately terminate this grant contract agreement if:

- (a) It does not obtain funding from U.S. Coast Guard, Department of Homeland Security – through the Recreational Boating Safety Financial Assistance program to states, commonwealth and territories (FAIN

3319FAS190127). (CFDA number 97.012) in U.S.C. 13101-13110 is withdrawn.

(b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the grant contract agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

17 Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

18 Invasive Species Prevention

The DNR requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The contractor shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site.

If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The contractor shall dispose of material cleaned from equipment and clothing at a location determined by the DNR Contract Administrator. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

The contractor shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (ex. zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

19 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

19.1 The prospective lower tier participant certifies, by submission of this grant contract agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

19.2 Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this grant contract agreement.

20 Whistleblower Protection Rights

41 USC §4712, Enhancement of Recipient and Sub-recipient Employee Whistleblower Protection

(a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239).

(b) Recipients, their sub-recipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712.

(c) The recipient shall insert this clause, including this paragraph (c), in all sub-awards and in contracts over the simplified acquisition threshold related to this award.

Attachments:

- _____ A. Federal Boat Patrol Grant Contract Agreement
- _____ B. Exhibit A
- _____ C. Exhibit B
- _____ D. Conflict of Interest Disclosure

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Statutes 16A.15 and 16B.98.

Signed: **Tara Rose** Digitally signed by Tara Rose
Date: 2022.05.02 13:56:20
-05'00'

Date: _____

SWIFT Contract # 211401

Purchase Order # 3-208264

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: County Sheriff

Date: _____

By: _____

Title:

Date: _____

3. STATE AGENCY: NATURAL RESOURCES

By: _____
(With delegated authority)

Title: Director, Enforcement Division – Central Office

Date: _____

Distribution:

Agency

Grantee

State's Authorized Representative

**2022 FEDERAL BOATING ENFORCEMENT
SUPPLEMENTAL AGREEMENT
(CFDA #97.012)**

1. The purpose of this program is to provide supplementary funding to the County to provide for additional boating safety patrol hours during high-use periods through the payment of straight time, overtime, or the addition of enforcement personnel on a temporary basis. Other activities such as rental boat inspections, training, extended search and rescue operations, aids-to-navigation work, aquatic invasive species (AIS) enforcement or inspections, talks and displays **do not qualify** for reimbursement under this program. Incidental on-scene accident investigation, assistance to the public and immediate search and rescue operations by personnel assigned to this program are authorized.
2. The program shall begin on Friday, May 13, 2022 or the date the State obtains all required signatures, whichever is later, and end at midnight, Monday, September 5, 2022. The Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence.
3. Reimbursable hours and days of operation shall occur during the following days and hours:

The schedule of hours shall be left to the county. Scheduling, however, should be made to coincide with periods of activity or complaints and night patrols are encouraged. *If at all possible, schedules should be canceled or delayed if inclement weather is expected.*
4. Emphasis on this program shall be placed on the following violations:
 - Boating while intoxicated
 - Personal watercraft operation
 - Careless and reckless operation
 - Speed and wake violations
 - Use of navigation lights
 - Other boating equipment and registration violations
5. Allowable costs include overtime patrol hours, additional personnel salary and appropriate fringe benefits associated with patrol. No indirect costs will be paid by the state. Submit one invoice at the end of the grant period or when all obligations have been satisfactorily fulfilled, whichever occurs first. A copy of the daily logs of each deputy involved - showing hours on duty, water body patrolled, boats stopped, citations or warnings issued and other pertinent information on a daily basis must be submitted with the reimbursement invoice. The deputy and his or her supervisor must sign each log sheet. Reimbursement request must also include a summary of the times and hours worked and total costs for each deputy by date.

All other expenses, such as fuel, training, repairs, boats, meals etc. must be paid by the county (use of the regular 2022 state boat and water safety grant funds for these other expenses is an allowable cost). The county will be responsible for any unemployment or worker's compensation costs associated with the program.
6. Each participating county, with the payment request, will submit a written review of the program. Payment will not be made without this narrative, which shall include a summary of the county's activities, accomplishments and suggested changes for future funding.
7. **Deadline for the invoice, log sheets and narrative is Wednesday, October 5, 2022. An invoice submitted after that date will not be reimbursed, unless an extension is requested by the grantee in writing and the extension is approved in writing from the State. Submit invoice info to: Adam.Block@state.mn.us**
8. Hours from this program will be excluded in determining the regular 2024 county grant allocation.
9. These funds are not designed to take the place of existing funding, but rather to supplement it. A copy of the 2022 county supplemental patrol work plan must be submitted to the State for approval before the grant may be processed.

2022 FEDERAL ASSURANCES NON-CONSTRUCTION PROGRAMS

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et. seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1et seq.).
14. Will comply with P.L. 93-248 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments and Non-Profit Organizations." *(see below).
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

**If the COUNTY (as defined on page 1 of this grant) expends more than \$500,000 in federal assistance per year, it agrees to have a program-specific or single audit made in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 – "Audits of States, Local Governments and Non-Profit Organizations." Copies of the audit report are required to be sent to the following: 1) Office of the State Auditor – Single Audit Division, Suite 500, 525 Park Street, St. Paul, MN 55103, 2) Minnesota Department of Natural Resources, Internal Audit Section – Office of Management & Budget Services 500 Lafayette Road, St. Paul, MN 55155 and 3) The Federal Single Audit Clearinghouse located at: Bureau of the Census, Data Preparation Division, 1201 East 10th Street, Jeffersonville, IN 47132.*

Conflict of Interest Disclosure Form for Grantees

Conflict of Interest

A conflict of interest occurs when a person has actual or apparent duty or loyalty to more than one organization and the competing duties or loyalties may result in actions which are adverse to one or both parties. A conflict of interest exists even if no unethical, improper or illegal act results from it. There are several types of conflicts of interest.

Actual Conflict of Interest

An actual conflict of interest occurs when a person's decision or action would compromise a duty to a party without taking immediate appropriate action to eliminate the conflict.

Potential Conflict of Interest

A potential conflict of interest may exist if a person has a relationship, affiliation, or other interest that could create an inappropriate influence if the person is called on to make a decision or recommendation that would affect one or more of those relationships, affiliations, or interests.

Individual Conflict of Interest

A conflict of interest that may benefit an individual employee *or a* grant reviewer is any situation in which *their* judgment, actions or non-action could be interpreted to be influenced by something that would benefit them directly or through indirect gain to *an immediate family member*, business, or organization with which they are involved.

Organizational Conflict of Interest

A conflict of interest can also occur with an organization that is a grant applicant in a competitive grant process or grantee of a state agency.

Organizational conflicts of interest occur when:

- A grantee's objectivity in carrying out the grant is impaired or compromised due to competing duties or loyalties
- A grantee, potential grantee or grant applicant has an unfair competitive advantage through being furnished unauthorized proprietary information or source selection information that is not available to all competitors.

This section to be completed by Grantee's Authorized Representative

I certify that we will maintain an adequate Conflict of Interest Policy, and throughout the term of our agreement will report any actual or potential conflicts of interests by individual employees or our organization as a whole to the State's Authorized Representative.

Organization Name:

Project Name: 2022 MN DNR Federal Boating Patrol Grant

Legal Citation: Under Minnesota Statute [§84.026](#), [§86B.101](#) and Department of Homeland Security – through the Recreational Boating Safety Financial Assistance program to states, commonwealth and territories (FAIN 3319FAS190127), (CFDA number 97.012) in U.S.C. 13101-13110 the State is empowered to enter into this grant contract agreement.

Authorized Representative Printed Name:

Authorized Representative Signature/Date:



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 10, 2022

REQUEST FOR BOARD ACTION: RBA-2022-1993

DEPARTMENT: Administrative Services

TIME REQUESTED: 10 Minutes

PRESENTER: Chair

AGENDA ITEM:

Citizen Input

BOARD ACTION REQUESTED:

Receive Citizen Input

BACKGROUND:

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

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:

INFORMATIONAL - NO ACTION TAKEN



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 10, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2367

DEPARTMENT: Human Resources

TIME REQUESTED: < 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Recognition of County Employees

BOARD ACTION REQUESTED:

To recognize those employees who have either experienced a job change, given notice of leaving employment, received commendation, or to welcome any new employees.

BACKGROUND:

- Farewell to Rachel Evenson whose last day as Assistant County Attorney - Entry, Attorney Department will be May 20, 2022 after 2 + years of service.
- Farewell to Ron Giffen whose last day as a Highway Maintenance Worker, Transportation Department will be May 12, 2022 after 32+ years of service.
- Welcome to new employee, Tiffani Ott, Legal Support Specialist, Health & Human Services, effective May 9, 2022.
- Becky Koch will be transitioning from Child Support Officer to Eligibility Investigator, Health and Human Services effective May 15, 2022.
- Welcome to new employee, Riley Savolainen, Deputy Sheriff/Road Deputy, Sheriff's Department, effective May 9, 2022.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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

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

Tuesday, May 10, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2145

DEPARTMENT: Auditor / Treasurer

PRESENTER: Gail Guck

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:

Commissioner Warrants

BOARD ACTION REQUESTED:

Approve Commissioner Warrants with a check date of May 13, 2022, in the amount of \$1,221,934.33.

BACKGROUND:

N/A

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 10, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2376

DEPARTMENT: Administrative Services

PRESENTER: Loren Solberg

TIME REQUESTED: 15 Minutes

AGENDA ITEM:

Legislative Conference Call

BOARD ACTION REQUESTED:

Hold a Legislative Conference Call with Itasca County delegation and Lobbyist Loren Solberg.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

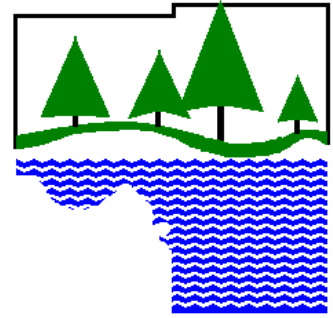
1. 2022 Legislative Priorities FINAL

RESULT:

INFORMATIONAL - NO ACTION TAKEN

ITASCA COUNTY

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



Itasca County 2022 Legislative Priorities

- Canisteo Mine Pit – Dewatering efforts
- Hwy 169 – Support efforts for double lane completion
- Increased PILT reimbursement
- Fully fund Probation Officers Reimbursement according to M.S.A. 244.19. Reimbursement to Itasca County should be 50% of salary costs, currently at 30%.
- Short-term Rentals: VRBO's/Air B&B – State reform is needed.
- Hill Annex Mine – Support efforts to keep this open
- State property tax assessed asset valuations cases – aid for Counties in back payments and future liabilities.
- Anoka Regional Treatment Center cost shift to Counties: DHS did add the ability for the County to Appeal but DHS specifically states that the appeal cannot be on the determination that it is clinically appropriate for a client to be discharged – which completely defeats the reason for the appeal process. We will still get a \$40,000 per month bill on these clients with no appeal process – or any reimbursement mechanism.
- Keeping value-based reimbursement in place without reducing the rates – essential for Skilled Nursing Facilities who have made investments in staff and resources expecting the value-based reimbursement to continue.
- Appropriate reimbursement on ICWA funding based on costs and utilization.
- Require DHS to follow state statute regarding Medicaid/Medicare Advantage/Special Needs Basic Care Procurement processes.
- Place moratorium on cervid farms and transport.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 10, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2365

DEPARTMENT: Human Resources

PRESENTER: Lynn Hart

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:

Reappointment of County Engineer

BOARD ACTION REQUESTED:

Approve the reappointment of Karin Grandia as the Itasca County Engineer, effective May 16, 2022 through May 15, 2026, pursuant to M.S. 163.07.

BACKGROUND:

M.S. 163.07, Subd. 2 (attached) requires that the County Highway Engineer be reappointed for a four-year term during the month of May.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Highway Engineer 163.07

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

163.07 MS 1957 [Repealed, 1959 c 500 art 6 s 13]

163.07 COUNTY HIGHWAY ENGINEER.

Subdivision 1. **Appointment.** The county board of each county shall appoint and employ, as hereinafter provided, a county highway engineer who may have charge of the highway work of the county and the forces employed thereon, and who shall make and prepare all surveys, estimates, plans, and specifications which are required of the engineer. The county highway engineer may be removed by the county board during the term of office for which appointed only for incompetency or misconduct shown after a hearing upon due notice and upon stated charges. The burden of proving incompetency or misconduct shall rest upon the party alleging the same.

Subd. 2. **Qualifications, salary, and term.** The county highway engineer shall be a registered highway or civil engineer, registered under the laws of the state of Minnesota. The county board may appoint a new county engineer for a term of only one year. All reappointments shall be for a term of four years, and shall be made in May of the year in which the term expires. The county highway engineer shall be a citizen and resident of this state. The county highway engineer's salary shall be fixed by the county board and shall be payable the same as other county officers are paid. The salary shall not be reduced during the county highway engineer's term of office.

Subd. 2a. **Short-term reappointment pending retirement.** Notwithstanding the provisions of subdivision 2 as to the term of office of the county highway engineer, the county board of any county may reappoint a county highway engineer for a term of office less than four years when such county highway engineer to be reappointed will reach the age of mandatory retirement within the normal four-year term provided for in subdivision 2.

Subd. 3. [Repealed, 2014 c 227 art 1 s 23]

Subd. 4. **Civil service classification.** The commissioner of management and budget shall allocate a state civil service classification to any city or county highway engineer, or an engineer of any other governmental agency as may be from time to time requested by the commissioner of transportation. The allocation shall be made on the same basis and subject to the same provisions of law as pertain to engineering and similar positions in the state classified service. The commissioner of management and budget shall give consideration to the education, professional attainments and experience of the city, county highway engineer, or engineer of any other governmental agency for purposes of transfer to the state service. All city, county highway engineers, or engineers of any other governmental agency who have not less than two years service prior to the transfer may be transferred to the state classification so allocated without examination, but subject to a six months probationary period, in the state classified service. The commissioner of management and budget shall establish procedure for the transfer.

Subd. 5. **Promotional examination.** The commissioner of transportation may certify any city or county highway engineer that the commissioner may deem qualified to the commissioner of management and budget as eligible to take any specific promotional examination held for civil engineer or civil engineering aid as classified by the state civil service commission. The service rating of such engineer shall include past service with the state and as city or county highway engineer, if the engineer had prior service with the state Transportation Department as a supervisory engineer.

Subd. 6. **Duties; bond.** The county highway engineer shall devote the entire time to official duties and, before entering upon the duties of office, give bond to the state in the penal sum of \$25,000, to be approved and filed in the same manner as are the bonds of the other county officers. All premiums for the bond shall be paid by the county. The state, the several governmental subdivisions thereof, or any person damaged by

any wrongful act or omission of the county highway engineer in the performance of official duties may maintain an action on the bond for the recovery of the damages so sustained.

Subd. 7. **Report.** The county highway engineer shall prepare and submit to the county board annually a full and complete report covering all county highway work, and shall prepare and submit such other reports relating to the county highway system as the county board directs.

Subd. 8. [Repealed, 1969 c 304 s 2]

Subd. 9. **Contract for engineer services with other county.** In lieu of appointing and employing a county highway engineer in accordance with the provisions of this section, a county may contract for the services of a county highway engineer with a county that appoints and employs such an engineer upon such terms as are mutually agreed upon. An engineer acting as a county highway engineer under contract for a county shall exercise every duty and responsibility imposed by law upon a county highway engineer. A copy of each contract executed between counties under this subdivision shall be filed in the office of the commissioner of transportation.

This subdivision shall not apply to any county containing a city of the first class.

History: 1959 c 500 art 4 s 7; 1967 c 763 s 1,2; 1969 c 437 s 1; 1971 c 389 s 1; 1973 c 15 s 1; 1973 c 123 art 5 s 7; 1973 c 507 s 45; 1976 c 166 s 7; 1980 c 617 s 47; 1986 c 444; 1992 c 505 s 2; 1Sp2003 c 19 art 2 s 15; 2008 c 204 s 42; 2009 c 101 art 2 s 109



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 10, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2368

DEPARTMENT: Human Resources

TIME REQUESTED: < 5 Minutes

PRESENTER: Lynn Hart

AGENDA ITEM:

Local 580 MOU - Post Health Care Savings Plan

BOARD ACTION REQUESTED:

Approve and authorize necessary signatures for the local 580 MOU regarding the Post Health Care Savings Plan contributions.

BACKGROUND:

The Local 580 labor unit would like to increase the employee's contribution to the Post Health Care Savings Plan from 2% to 4%. The County is not responsible for any contribution to or any costs associated with the Post Health Care Savings Plan. This change must be approved by the Minnesota State Retirement System (MSRS) once approved by the County Board and Local 580.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Post HCSP MOU 5-4-22

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

Memorandum of Understanding (MOU)

Post Health Care Savings Plan

This MOU is agreed to between Itasca County and AFSCME Council 65 Local 580 to enter into an agreement to update the 2022-2024 Local 580 collective bargaining agreement relative to the Post Health Care Savings Plan (HCSP) contribution.

Effective upon ratification of this MOU and approval from the Minnesota State Retirement System (MSRS), the following shall replace the 2022-2024 AFSCME Council 65 Local 580 collective bargaining agreement language under Article 17 Group Insurance Benefits, Section B, Post Health Care Savings Plan.

All employees shall be enrolled in the Post Health Care Savings Plan (HCSP), after 1 year of employment on their anniversary date of hire, or the very next pay period. Said employee shall contribute 4% of the regular wages* earned during the biweekly pay period into the HCSP via payroll deduction each pay period.

*Regular wages is defined as the hourly wage stated in the Union pay plan (regular wages excludes callout pay, on-call, shift differential, meals, severance pay, overtime).

The County shall not be responsible for a contribution to any costs associated with the Post Health Care Savings Plan mentioned above.

All other Articles of the AFSCME Council 65 Local 580 collective bargaining agreement remain the same.

COUNTY OF Itasca County

AFSCME Council 65 Local 580

By: _____
Terry Snyder
County Board Chair

By: _____
Elizabeth Whirley
Local 580 President

By: _____
Brett Skyles
Administrator

By: _____
Troy Bauch
Council 65 Union Staff Representative

Dated: _____

Dated: _____



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 10, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2112

DEPARTMENT: Health & Human Services

TIME REQUESTED: 10 Minutes

PRESENTER: Matt Alstad

AGENDA ITEM:

County Based Purchasing (IMCare) Division Update/Presentation

BOARD ACTION REQUESTED:

Receive County Based Purchasing (IMCare) Division Update/Presentation.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Signed Financial Statement
2. Signed SAS114 letter
3. Signed SAS115 letter

RESULT:

INFORMATIONAL - NO ACTION TAKEN



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 10, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2373

DEPARTMENT: Environmental Services

TIME REQUESTED: 10 Minutes

PRESENTER: Greg Stoltz

AGENDA ITEM:

Order to Abate a Public Health Nuisance

BOARD ACTION REQUESTED:

Approve County Board Chairperson and Clerk to Sign Order to Abate a Public Health Nuisance

BACKGROUND:

Environmental Services Department (ESD) has been receiving complaints on a property located at 14450 N Little Sweden Road, Nashwauk MN 55769. The property owner passed away in 2017 and in early March 2022 the house on the property burnt. The occupant of the house is currently unavailable to clean up the large amount of household garbage strewn about the property. This garbage has become a Public Health Nuisance so ESD would like to get the County Board's approval to clean up the garbage and assess the cost back to the property through the Itasca County Auditor's Office. An Order to Abate has been completed by ESD and reviewed by the County Attorneys Office.

COUNTY ATTORNEY REVIEW: Yes

SUPPORTING DOCUMENTATION:

1. 2022-04-21 Order to Abate
2. Mortgage Foreclosure
3. Documentation of Death_Redacted

RESULT:

PULLED FROM AGENDA

Itasca County Board of Commissioners

123 Northeast Fourth Street

Grand Rapids MN 55744

ORDER TO ABATE A PUBLIC HEALTH NUISANCE

To: Patrice Rose Buck-Jukich: 40280 Little Long Lake Forest Road, Deer River MN, 56636

To: Jeremy Daniel Jukich: 14450 N Little Sweden Rd, Nashwauk MN, 55769

To: Amanda Jean Jukich: 14450 N Little Sweden Rd, Nashwauk MN, 55769

To: Wells Fargo Bank Home Mortgage: 1 Home Campus, Des Moines IA, 50328

Re: Real Property hereafter "Property" street address 14450 N Little Sweden Rd, Nashwauk MN, 55769; Legal Description: T57N-R22W-S17 SE SW County of Itasca; Tax Parcel #30-017-4301

FINDINGS OF FACT

Upon the Records of the County of Itasca, the Itasca County Board of Commissioners makes the following Findings of Fact:

1. Daniel Thomas Jukich is listed in the "Records" as owner of the "Property."
2. Daniel Thomas Jukich was married to Patrice Rose Buck-Jukich on 11/24/2017.
3. Daniel Thomas Jukich passed away on 11/28/2017 in St. Louis County.
4. Up until his death, Daniel Thomas Jukich lived at/on the "Property."
5. On January 28, 2022 a "Notice of Pendency of Proceeding to Foreclose Mortgage" from Wells Fargo Bank N.A. thru its Attorney Trott Law was recorded with the Itasca County Recorder's Office.
6. Jeremy Daniel Jukich & Amanda Jean Jukich, husband & wife, occupied the "Property".
7. Minnesota Statute Section 145A.02 subd. 17 defines a "Public Health Nuisance" as "any activity or failure to act that adversely affects the public health."

8. Household waste, burnt garbage, trash, scrap, junk, litter, foul, and unsanitary matter herein "Filth" is deposited upon, about, and in the "Property."
9. The "Filth" conditions continue to exist at the present time.
10. The "Filth" has resulted in complaints from property owners in the same neighborhood where the "Property" is located. These property owners are in the near vicinity to the "Property" and several pass by the "Property" regularly.
11. The "Filth" is producing noxious and offensive odors and is likely to attract vermin such as rats, mice, scavengers, raccoons, skunks, bears and other unwanted pests.
12. The "Filth" poses threats to the safety and wellbeing of others as it may be a source of curiosity to and scavenging by others.
13. The "Filth" adversely affects the safety, welfare, and health of the public and is a public health nuisance under Minnesota Statute Section 145A.
14. The house on the "Property", was recently destroyed by fire. This portion of the property will not be touched at this time as there is still an open investigation being completed by Wells Fargo Bank N.A.
15. These Findings of Fact are based upon the Records and files collected, received, and maintained by the Itasca County Environmental Services Department, Itasca County Courthouse, 123 Northeast 4th Street, Grand Rapids MN 55744, herein referred to as "Records" and said "Records" are available for inspection and copying upon request during the business hours of that Department (8:00 a.m. – 4:30 p.m., M-F except legal holidays) subject to restrictions under MN Stat. Chapt. 13. These "Records" contain summaries of inspections of the "Property" by staff members of that Department and include photographs of the above-described conditions of the "Property".

From the forgoing findings of fact, the Board makes the following:

CONCLUSIONS OF LAW

1. Household waste, burnt garbage, trash, scrap, junk, litter, foul, and unsanitary matter herein "Filth" is deposited upon, about, and in the "Property." If not removed in a timely manner this "Filth" could be moved about the Property as well as the neighborhood by animals such as birds, racoons, skunks and bear causing the Public Health Nuisance to be spread.

2. The Board possesses statutory authority and jurisdiction to order the removal and abatement of a public health nuisances. Minn. Stat. 145A.04, subd. 8.
3. The “Filth” on about and in the “Property” is a threat to public health and is a public health nuisance, source of filth, or cause of illness, and must be abated or removed and the grounds must be restored to pre-“Filth” conditions immediately and in all events within ten (10) days after this Order is served.
4. This Order should be served on:
Patrice Rose Buck-Jukich. 40280 Little Long Lake Forest Road, Deer River, MN 56636
Jeremy Daniel Jukick. 14450 N Little Sweden Rd, Nashwauk MN, 55769
Amanda Jean Jukich. 14450 N Little Sweden Rd, Nashwauk MN, 55769
Wells Fargo Bank Home Mortgage 1 Home Campus Des Moines, IA 50328
5. This Order will be posted on the “Property” at its point of entry.

From the foregoing Findings of Fact and Conclusions of Law, the Board makes the following:

ORDER

1. All “Filth” located on the property, not including items inside any buildings on the property shall be removed and taken to an Municipal Solid Waste site designed to receive such items.
2. The threat to public health consisting of the “Filth” on, about, and in the “Property” shall be abated or removed immediately consistent with the above Findings and Conclusions and in all events within ten (10) days after this Order is served on one or more of the above named owners or occupants.
3. If the above threats to public health are not abated or removed from the “Property” as required by this Order within the time of law, the County of Itasca through its’ Environmental Services Department and contractors shall enter upon the “Property” and shall cause the threat to be abated or removed at the expense of the owner as allowed under Minn. Stat 145A.08 or any other applicable state or local law. Once incurred, these expenses shall be certified to the Itasca County Auditor/Treasurer as provided under Minn. Stat. 145A.08 for assessment against the “Property”.

IT IS SO ORDERED.

ITASCA COUNTY BOARD OF COMMISSIONERS,

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

ATTEST: _____	_____
Clerk, Itasca County Board	Date

APPEAL

NOTICE IS GIVEN that these Findings of Fact, Conclusions of law, and Order may be reviewable by certiorari to the Minnesota Court of Appeals in accordance with the requirements provided under Rule 115, M.R.App.P.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 10, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2370

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Karin Grandia

AGENDA ITEM:

Resolution of Support for a Rural Surface Transportation Grant Application by MnDOT

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Support for Rural Surface Transportation Grant Application.

BACKGROUND:

MnDOT has currently scheduled a 24-mile project for resurfacing and shoulder widening on US Highway 169 from the Mississippi River bridge to Trunk Highway 200 for 2027. This project will address a serious safety concern along this corridor by providing paved shoulders throughout the entire length. This segment of US Highway 169 has one of the highest crash rates on the National Highway System in northern Minnesota.

The Rural Surface Transportation Grant Project within the Multimodal Project Discretionary Grant Opportunity exists to provide funding for construction projects with significant national or regional impact or to expand the surface transportation infrastructure in rural areas. Applications can only be submitted for projects that have already completed the majority of the environmental documents.

Aitkin County Engineer John Welle is collecting resolutions of support for this project and has requested Itasca County adopt the attached resolution.

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION: None

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 10, 2022

RESOLUTION 2022-34

**RE: SUPPORT FOR A RURAL SURFACE TRANSPORTATION GRANT APPLICATION BY
MNDOT**

WHEREAS, US Highway 169 in Aitkin County is part of the National Highway System (NHS) and is an important regional, statewide and national freight corridor serving the agricultural, forestry, mining, manufacturing, retail, and tourism industries, and

WHEREAS, the 24-mile segment of US Highway 169 from the Mississippi River bridge to Minnesota Trunk Highway 200 does not meet geometric safety standards for shoulder width and slopes within the recovery area, and

WHEREAS, the lack of paved standard-width shoulders on the 24-mile segment of US Highway 169 from the Mississippi River bridge to Minnesota Trunk Highway 200 represents a severe freight safety gap in the US Highway 169 corridor, as the entire remainder of this NHS corridor has wide paved shoulders in place, or is programmed to receive such improvements, and

WHEREAS, the 24-mile segment of US Highway 169 from the Mississippi River bridge to Minnesota Trunk Highway 200, based on available crash and traffic data, has a fatal crash rate of over 2.1 per 100 million vehicle miles traveled over the past ten years, which is one of the highest rates of any NHS highway segment in the northern region of Minnesota and over 250 percent above the median crash rate for NHS routes in the northern region of Minnesota, and

WHEREAS, the 24-mile segment of US Highway 169 from the Mississippi River bridge to Minnesota Trunk Highway 200 was identified in the 2019 District 1 Freight Plan as one of only four segments in District 1 with an overlap between stakeholder-identified safety needs and data-identified safety needs, and

WHEREAS, the 24-mile segment of US Highway 169 from the Mississippi River bridge to Minnesota Trunk Highway 200 was identified in the 1998 Trunk Highway 169/210 Corridor Study prepared by MnDOT District 3 as needing wider shoulders to address freight movement and safety concerns, and

WHEREAS, the 24-mile segment of US Highway 169 from the Mississippi River bridge to Minnesota Trunk Highway 200 is currently scheduled to be programmed for resurfacing and shoulder widening improvements in 2027, and

WHEREAS, the Rural Surface Transportation Grant (RSTG) Program within the Multimodal Project Discretionary Grant Opportunity exists to provide funding to construction projects with significant national or regional impact or to improve or expand the surface transportation infrastructure in rural areas, and

WHEREAS, an application for the RSTG Program is being submitted by MnDOT Districts 1 and 3 for resurfacing and shoulder widening on the 24-mile segment of US Highway 169 from the Mississippi River bridge to Minnesota Trunk Highway 200.

NOW THEREFORE, BE IT RESOLVED, that the Itasca County Board of Commissioners strongly supports the RSTG application being submitted for the 24-mile segment of US Highway 169 from the Mississippi River bridge to Minnesota Trunk Highway 200.

BE IT FURTHER RESOLVED, in the event that the RSTG application is not successful, the Itasca County Board of Commissioners strongly supports the continuing efforts of MnDOT Districts 1 and 3 to construct the long overdue shoulder widening improvements on the 24-mile segment of US Highway 169 from the Mississippi River bridge to Minnesota Trunk Highway 200 in 2027.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 10th day of May A.D. 2022 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 10th day of May A.D. 2022.



Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 10, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2375

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: Brett Skyles, Terry Snyder

AGENDA ITEM:

Schedule County Facilities Tour

BOARD ACTION REQUESTED:

Schedule the County Facilities Tour, as follows: Wednesday, June 1, 2022 - 7:10 AM at Cohasset Garage, 8:45 AM at Deer River Garage, 10:30 AM at Max Garage, 12:20 PM at Bigfork Garage, and 2:45 PM at Arbo Garage; Thursday, June 2, 2022 - 7:30 AM at Swan River Garage, 9:05 AM at Nashwauk Garage, 10:55 AM at Togo Garage, and 12:45 PM at Balsam Garage; and Thursday, June 9, 2022 - 9:00 AM at the Land Department, 10:00 AM at the Emergency Operations Center (EOC), 10:30 AM at the Itasca Resource Center (IRC), and 11:30 AM at the Sheriff's Department Northside Property.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 10, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2379

DEPARTMENT: Administrative Services

PRESENTER: Terry Snyder

TIME REQUESTED: 5 Minutes

AGENDA ITEM:

Budget Session Schedule

BOARD ACTION REQUESTED:

Discuss the Budget Session Schedule.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:

INFORMATIONAL - NO ACTION TAKEN



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 10, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2380

DEPARTMENT: Administrative Services

PRESENTER: Terry Snyder

TIME REQUESTED: 5 Minutes

AGENDA ITEM:

Peace Officer Memorial Week

BOARD ACTION REQUESTED:

Recognize May 11-17, 2022 as Peace Officer Memorial Week in Itasca County.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:

INFORMATIONAL - NO ACTION TAKEN