



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, September 20, 2022

2:30 PM

Itasca County Boardroom

FINAL

WORK SESSION MINUTES

I. CALL TO ORDER

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

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

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Add Item #6.3 (Request for Abatement of Property Taxes) 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, September 13, 2022 County Board Regular Session.

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

V. RECOMMENDED FOR CONSENT AGENDA

1. Accept the 2022-2023 Toward Zero Deaths (TZD) Safe Roads Grant Award for the period of October 1, 2022 through September 30, 2023, in the amount of \$17,459, and adopt the Resolution Re: Authorization for Execution of Agreement, which authorizes the necessary signatures to said grant.

RESULT: RECOMMENDED FOR CONSENT **NEXT: 09/27/2022 2:30 PM**

2. Adopt the Resolution Re: Lawron Trail Riders Snowmobile Club Trail Improvement Program Grant Application and authorize necessary signatures.

RESULT: RECOMMENDED FOR CONSENT **NEXT: 09/27/2022 2:30 PM**

3. Approve Storage Lease Agreement with Holmstrom Inc. and authorize necessary signatures.

RESULT: RECOMMENDED FOR CONSENT NEXT: 09/27/2022 2:30 PM

4. Approve Storage Lease Agreement with RK Motorsports and authorize necessary signatures.

RESULT: RECOMMENDED FOR CONSENT NEXT: 09/27/2022 2:30 PM

VI. DISCUSSION / INFORMATIONAL

1. Citizen Input

No citizen input provided.

2. Keewatin Trail Runners ATV Trail Proposal

Forest Recreation Specialist Sara Thompson and Keewatin Trail Runners ATV Club President Randy Nash provided information regarding the Keewatin Trail Runners ATV Trail Proposal.

RESULT: INFORMATIONAL - NO ACTION TAKEN

3. Request for Abatement of Property Taxes

County Attorney Matti Adam, County Auditor/Treasurer Jeff Walker, and Mesabi Metallica President and CEO Larry Sutherland provided information regarding the request for abatement of property taxes, as requested by Mesabi Metallica.

RESULT: INFORMATIONAL - NO ACTION TAKEN

VII. COMMITTEE REPORTS

Commissioner Ives reported on his attendance at recent Budget Work Sessions, as well as a Blackberry Township meeting.

Commissioner DeNucci reported on his attendance at recent Budget Work Sessions, grievance mediations, and a Kootasca Community Action (KCA) Finance Committee meeting.

Commissioner Tinquist reported on his attendance at recent Budget Work Sessions and grievance mediations.

Commissioner Trunt reported on his attendance at recent Budget Work Sessions, Western Mesabi Mine Planning Board (WMMPB), Northeast Waste Advisory Commission (NEWAC), Itasca County Township Association (ICTA), and Risk Management Commission meetings, as well as the Association of Minnesota Counties (AMC) Fall Policy Conference and the Highway 169 Cross Range Study Open House.

Commissioner Snyder reported on his attendance at a recent Itasca Economic Development Corporation (IEDC) meeting, as well as Huber Project pre-meetings, a Mesabi Metallica update, a meeting with RAPP Strategies, and various township meetings.

VIII. ADMINISTRATOR UPDATE

County Administrator Brett Skyles provided an Administrator Update, including information regarding arrival of the jail cells for the Correctional Facility/Courts construction project.

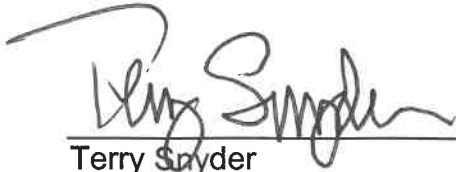
IX. COMMISSIONER COMMENTS

X. CLOSED SESSIONS

XI. ADJOURN

Chair Snyder adjourned the meeting at 3:12 PM.

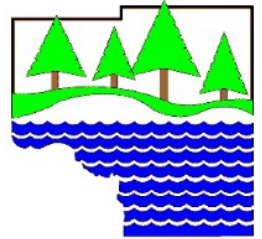
ATTEST

A handwritten signature in black ink, appearing to read "Terry Snyder", written over a horizontal line.

Terry Snyder
Chair of the County Board

A handwritten signature in black ink, appearing to read "Brett Skyles", written over a horizontal line.

Brett Skyles
Clerk of the County Board



September 20, 2022

Chair:

PULL: None

ADDITIONS:

1. Item #6.3 – Request for Abatement of Property Taxes

CHANGES: None

INFORMATIONAL: None



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, September 13, 2022

2:30 PM

Itasca County Boardroom

DRAFT

REGULAR SESSION MINUTES

I. CALL TO ORDER

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

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

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Add Item #6.4 (Fight Blight) and approve the agenda, as amended.

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

IV. MINUTES APPROVAL

Motion To: Approve Minutes of the Tuesday 9-6-2022 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 Ben Denucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

1. Approve new tobacco license for Northern Star Cooperative Services dba: Cenex Convenience Center of Grand Rapids located at 105 SE 29th Street, Grand Rapids MN 55744.
2. Authorize IMCare Director and County Board chair to sign the contract between Dr. Peter Friedlieb and IMCare for Interim Medical Director services, effective 8/22/22.
3. Authorize IMCare Director and County Board chair to sign the contract between IMCare and Eir Med LLC.

4. Approve a Public Hearing for New Canister Site South of Grand Rapids on October 11, 2022.

VI. REGULAR AGENDA

1. Citizen Input

No citizen input provided.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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2. Recognition of County Employees

Welcome to new employee, Matthew Reasoner, Corrections Deputy, Sheriff's Department, effective September 6, 2022.

Welcome to new employee, Rachel Duell, Social Worker, Family Services Division, Health & Human Services Department, effective September 6, 2022.

Welcome to new employee, Deirdre Johnston, Mechanic/Welder, Transportation Department, effective August 29, 2022.

Congratulations to Lindsey Staydohar, IMCare Medical Support Specialist, who has accepted a job transfer to the position of Human Services Support Specialist, Health & Human Services Department, effective September 4, 2022.

Congratulations to Dan Neary, Land Department, who has accepted a promotion from Forester to District Forester effective September 6, 2022. Congratulations to Cara Scott who has accepted a job transfer from Administrative Support, Recorder Department to Legal Support Specialist, Health & Human Services Department, effective August 29, 2022.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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3. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of September 16, 2022, in the amount of \$1,626,552.82.

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

4. Fight Blight

Environmental Services Coordinator, Greg Stoltz provided an informational Fight Blight update.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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VII. COMMISSIONER COMMENTS

Commissioner Ives provided comment regarding IEDC meeting and Budget meeting.

Commissioner DeNucci provided comment regarding Kootasca Commission Action, Nashwauk Board, Budget meeting, and Grievance Hearings. Commissioner Snyder provided comment regarding Budget Sessions, meeting with Mesaba Metalics with Commissioner Ives, and a Huber meeting.

VIII. CLOSED SESSIONS

IX. ADJOURN

Chair Snyder adjourned the meeting at 2:51 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, September 20, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2555

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Kelly Chandler

AGENDA ITEM:

2022-2023 Toward Zero Deaths (TZD) Grant Agreement

BOARD ACTION REQUESTED:

Accept the 2022-2023 Toward Zero Deaths (TZD) Safe Roads Grant Award for the period of October 1, 2022 through September 30, 2023, in the amount of \$17,459, and adopt the Resolution Re: Authorization for Execution of Agreement, which authorizes the necessary signatures to said grant.

BACKGROUND:

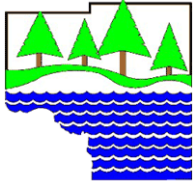
Itasca County Public Health provides education related to traffic deaths and severe injury on Itasca County roads. Public Health staff, in addition to providing education, support the coordinated efforts related to other causes of traffic injury and deaths, including EMS, Enforcement, and Engineering.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

09/20/2022

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 09/27/2022 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 20, 2022

RESOLUTION

RE: AUTHORIZATION FOR EXECUTION OF AGREEMENT

BE IT RESOLVED that Itasca County enter into a grant agreement with the Minnesota Department of Public Safety, for traffic safety projects during the period from October 1, 2022 through September 30, 2023.

NOW THEREFORE BE IT FURTHER RESOLVED that the Itasca County Board Chair and the Health and Human Services Director are hereby authorized to execute such agreements and amendments as are necessary to implement the project on behalf of the Itasca County Board of Commissioners and that the Itasca County Auditor-Treasurer be the fiscal agent and administer the grant.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 20, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2569

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Sara Thompson

AGENDA ITEM:

Lawron Trail Riders Snowmobile Club Trail Improvement Grant Resolution

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Lawron Trail Riders Snowmobile Club Trail Improvement Program Grant Application and authorize necessary signatures.

BACKGROUND:

Lawron Trail Riders are applying for the Snowmobile Trail Improvement grant for rehabilitation to a section of trail on the Delbert Brandstrom Snowmobile Trail through the GIA Snowmobile Trail Improvement Grant Program.

COUNTY ATTORNEY REVIEW: None needed

SUPPORTING DOCUMENTATION: None

09/20/2022

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 09/27/2022 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 20, 2022

RESOLUTION

**RE: LAWRON TRAIL RIDERS SNOWMOBILE CLUB TRAIL IMPROVEMENT GRANT
APPLICATION**

WHEREAS, Itasca County, as legal sponsor, recognizes the importance of recreational trails to the local economy and supports the grant application made to the Minnesota Department of Natural Resources for the Snowmobile Trail Improvement Program, and

WHEREAS, the Lawron Trail Riders Snowmobile Club is working to seeking funding for trail rehabilitation on the Delbert Brandstrom Snowmobile Trail, and

WHEREAS, the Snowmobile Trail Improvement Program is available to fund seventy-five (75) percent of the cost of projects under this grant, and

WHEREAS, Itasca County affirms that the Lawron Trail Riders Snowmobile Club recognizes the twenty-five (25) match requirements for the Trail Improvement grant program, and that they will secure matching funds.

NOW THEREFORE BE IT RESOLVED, if Itasca County is awarded a grant by the Minnesota Department of Natural resources, Itasca County agrees to accept the grant award, and may enter into an agreement with the State of Minnesota for the above referenced project. Itasca County will comply with all applicable laws, environmental requirements and regulations as stated in the grant agreement.

BE IT FURTHER RESOLVED, that Itasca County will accept sponsorship role for this project involving funding in state fiscal years 22-24, from July 1, 2021 through June 30, 2024.

BE IT FURTHER RESOLVED, that Jeff Walker, Itasca County Auditor, 123 NE 4th St. Grand Rapids, MN. 55744 be named as the fiscal agent for this project (or grant).



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 20, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2572

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Roger Clark

AGENDA ITEM:

Approve Storage Lease Agreement with Holmstrom Inc.

BOARD ACTION REQUESTED:

Approve Storage Lease Agreement with Holmstrom Inc. and authorize necessary signatures.

BACKGROUND:

The purpose of the lease is for 2022-2023 winter boat storage at the fairgrounds. The lease amount of \$6,496.10 is based on square feet of building space used and the proceeds will be sent to the Itasca Agricultural Association to be placed into the fairgrounds maintenance fund. The security deposit will be held by Itasca County.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. 2022 Storage Lease Agreement_Holmstrom Inc

09/20/2022

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 09/27/2022 2:30 PM
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County of Itasca, Minnesota Lease Agreement

This Agreement is made effective this 27th day of September 2022 by and between **Itasca County** ("Lessor"); and **Holmstrom Inc.** ("Lessee"). For good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge the parties agree as follows:

1. **Authority.** This Agreement is granted pursuant to the provisions of Minnesota Statutes Section 373.01, Subdivision(1)(a)(4) and Minnesota Statutes Section 398.32, Subdivision 3.
2. **Premises.** Lessor in consideration of the terms, conditions and contracts contained herein, and subject to such special conditions as are set forth in the Special Conditions attached hereto and made a part hereof and marked as **Exhibit A**, attached hereto and made a part hereof, and the payment of the Lease Agreement Fee to be paid by Lessee, Lessor hereby leases to the Lessee, subject at all times to sale, contract and use for other purposes, the non-exclusive rights in the described Premises as set forth below:

- | | |
|--|--|
| ☒ A - Cattle barn | ☐ B - Horse barn |
| ☒ C - Beef Barn | ☐ D – Poultry |
| ☐ F - United Methodist Church | ☐ H - New Moose Club |
| ☐ I - Corn Palace | ☐ J - Solid Rock |
| ☐ K - Bingo Hall | ☐ L – Eagles |
| ☐ M - All Purpose | ☐ N - Announcement Booth |
| ☐ O - Children’s barn | ☐ P – Restroom |
| ☐ Q - 4H Food Booth | ☐ T - Conservation Building |
| ☐ V - Agriculture/Horticulture Building | ☐ W - 4H Exhibit |
| ☐ X - Commercial Exhibit | ☐ Y - Committee on Aging |
| ☐ Z - Arts and Craft | ☐ AA – Gazebo |
| ☐ CC - Old Beer Garden | ☐ DD - DNR Building |
| ☐ EE - Grand Stand | ☐ FF – Storage |
| ☐ GG – Shelter | ☐ HH - Trailhead Building |
| ☐ Grounds | ☐ Parking Lot |
| ☐ Race Track | ☐ Horse Arena |

2.1 Personal Property/Fixtures: Personal Property or fixtures within the Premises shall not be deemed leased under this Agreement, unless otherwise authorized in writing.

3. **Warranties.** Lessor does not warrant its title to the premises nor undertake to defend the Lessee in the peaceable possession or use thereof. No covenant of quiet enjoyment is made. Lessee shall indemnify and hold Lessor harmless from any and all claims for damages against Lessor by third parties as a result of this Agreement.

4. **Exhibits.** This Lease Agreement is subject to such special conditions as are set forth in the Special Conditions Supplement attached hereto and made a part hereof and marked as Exhibit A. This Lease Agreement is subject to such terms as are set forth in Exhibit B as to insurance and indemnification.

5. **Term.** The term of this Agreement shall commence on the date set forth above and shall end at 12:00 a.m. on May 15th, 2023. The term of this Agreement is subject to termination pursuant to the default provisions in paragraph 10 herein. The Agreement may be extended or modified if provided for in the Special Conditions marked as Exhibit A.

6. **Lease Agreement-Fee.** Lessee shall pay to Lessor a non-refundable Lease Agreement Fee of \$ 6,496.10 for the non-exclusive rights to the Premises as set forth above or as set forth in the Special Conditions marked as Exhibit A.

7. **Security Deposit.** Simultaneously with the execution of this Lease, Lessee shall deposit with Lessor the sum of Two Thousand Dollars (\$2,000.00) as a security deposit. Such security deposit shall be considered as security for the payment and performance by Lessee of all of Lessee's obligations, covenants, conditions and agreements under this Lease. Upon the expiration of the term hereof, Lessor shall, provided that Lessee is not in default under the terms hereof, return and pay back such security deposit to Lessee as set forth below. In the event of any default by Lessee hereunder, Lessor shall have the right, but shall not be obligated, to apply all or any portion of the security deposit to cure such default, in which event Lessee shall be obligated to promptly deposit with Lessor the amount necessary to restore the security deposit to its original amount.

7.1 The Security Deposit may be applied to offset any damages that may occur during the use from the Lessee or the Lessee's invitees. Review of all Premises will be conducted prior to and following the term of this Agreement. Deposits will be returnable up to two weeks after the termination of this Agreement and only if no damage has occurred. In the event of damages exceeding the amount as set forth above the Lessee will be liable for the balance of the damages.

7.2 The Security Deposit may be applied to offset any cleanup that has not been completed during or after the Rental. Review of all Premises will be conducted prior to and following the Term of this Agreement. Deposits will be returnable up to two weeks after the termination of this Agreement and only if no cleanup is needed. In the event of the cost of cleanup exceeds the amount as set forth above the Lessee will be liable for the balance of the cost.

8. Encumbrance. This Agreement is subject to all existing easements, rights-of-way, licenses, contracts, commingling contracts and other encumbrances upon the Premises and Lessor shall not be liable to Lessee for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that holder thereunder.

9. Maintenance. Lessee shall maintain the Premises in good repair, keeping them safe and clean, removing all refuses and debris that may accumulate, to the extent consistent with sound and customary practices. Lessee shall comply with all laws affecting the Premises, including Federal, state or local statute, law, rule, regulation or ordinance, unless otherwise exempt.

10. Termination. The Lessor has the right to cancel this Agreement for nonpayment of any amount due under this Agreement or other violation of the terms and conditions of this Agreement. Termination of this Agreement does not relieve the Lessee from any liability for payment or other liability incurred under this Agreement.

10.1 This Agreement may be cancelled by the Lessor, if the Lessee has failed to secure all permits/licenses and approvals if any are necessary for the Lessee's approved activity as stated on the Special Conditions marked as Exhibit A.

10.2 Lessee shall, on the termination date, or earlier as provided for in this Agreement, peaceably and quietly surrender the Premises to the Lessor in a condition satisfactory to the Lessor. If the Lessee fails to surrender the Premises on the termination of this Agreement, the Lessor may obtain a court order as permitted by law to eject or remove the Lessee from the Premises and Lessee shall indemnify the Lessor for all expenses incurred by the Lessor.

10.3 In addition, Lessee shall remove all of Lessee's personal property at Lessee's expense, from the Premises prior to or at the termination date and time per this Agreement. Any personal property remaining shall be considered abandoned and shall be disposed of by the Lessor according to law. If this Agreement is terminated prior to its termination date, the Lessee shall not be relieved of any obligation incurred prior to termination.

10.4 Lessee acquires no additional rights by holding the Premises after termination and shall be subject to legal action for removal.

10.5 If Lessee defaults in compliance with its obligations under this Agreement, Lessor shall have the right in its exclusive discretion to permit Lessee to cure, and Lessor shall have the right upon Lessee's failure to cure such default within 10 days after receipt of written notice specifying such default, to seek such remedies or combination of remedies as may be available at law or in equity, including without limitation specific performance, damages, or termination of this Agreement. Lessor's remedies shall expressly include the right to evict Lessee and take possession of the Premises.

10.6 Lessee may terminate this Agreement for good cause, which will be at the discretion of the Lessor. In the event that this Agreement is terminated for good cause at

the discretion of the Lessor, the lease-fee shall not be refundable, and the security deposit shall be handled in accordance with numbers 7, 7.1, and 7.2 above.

11. Right of Entry. Lessor, or its agents, contractors, or employees shall have the right to enter upon and into said Premises at any time to inspect the same. Such inspection shall not unreasonably hinder or interrupt the operations of the Lessee, except in cases where emergency entry is necessary to preserve the Premises and other property.

12. Liability. This Agreement shall not be construed as imposing any liability on the Lessor for injury or damage to the person or property of the Lessee, or to any other persons or property, arising out of any use of the Premises, or under any other easement, right-of-way, license, lease or other encumbrance now in effect.

12.1 Indemnification. Lessee agrees to defend, indemnify and hold harmless Lessor, 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 Lessee, 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 services required by this Agreement and against all loss by reason of failure of said Lessee to perform fully, in any respect, all obligations under this Agreement. See Exhibit B.

12.2 Insurance. Lessee agrees at all times during the term of this Agreement to have and keep in force insurance, either under a self-insurance program or separate insurance policy, as indicated and shown in attached Exhibit B and/or the Special Conditions marked as Exhibit A.

12.3 The Lessor reserves the right to terminate, suspend or rescind any Agreement not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Lessee. All insurance policies shall be open to inspection by the Lessor, and copies of policies shall be submitted to the Lessor upon written request.

13. Banned Substances. Lessee agrees that no tobacco products, drugs, or illegal substances of any kind shall be sold or distributed on the premises under any circumstances. Alcohol may be served or sold if Lessee is properly licensed/permited by the appropriate licensing/permitting authority and as authorized in the Special Conditions marked as Exhibit A. Lessee understands that any violation of this paragraph shall give the Lessor the rights to terminate this Agreement without penalty to the Lessor, and permanently bar Lessee, or any member or guest of lessee, from the Premises.

14. Lost Property. The Lessor assumes no responsibility whatsoever, for any property placed on the Premises, and the Lessor is hereby expressly released and discharged from any and all liabilities for any loss of property and discharged from any and all liabilities for any loss of property that may be sustained by the use of said Premises under this Agreement.

15. Right to Control. It is understood that the Lessor hereby reserves the right to control and manage the Premises and to enforce all necessary and proper rules for the management

and operation of the Premises and for the Lessor employees or other authorized representatives to enter and exercise their authority at the Premises at any time. The Lessor also reserves the right, but not the duty, through its employees and representatives, to eject any objectionable person or persons from the Premises and Lessee hereby waives any and all claims for damages against the Lessor or any of its representatives resulting from the exercise of this authority.

16. Recovery of Expenses. If it is necessary for the Lessor to incur expenses by court action or otherwise for the ejectment of Lessee or Lessee's invitees, or the removal from the leased premises of the Lessee's or Lessee's invitee's personal property, or recovery of the amount due under this Agreement, or for any other remedy of the Lessor under this lease, and the Lessor prevails in the court action or otherwise, then the Lessee shall pay to the Lessor all expenses, including attorney's fees, thus incurred by the Lessor.

17. Severability. If any clause or provision of this Agreement is or becomes illegal, invalid or unenforceable because of present or future laws or any rule or regulation or ordinance, unless exempt, the intentions of the Lessor and Lessee here is that the remaining parts of this Agreement shall not be affected thereby.

18. Governing Law. The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties herein and performance under it. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located within the County of Itasca, State of Minnesota. Litigation, however, in the federal courts involving the parties herein will be in the appropriate federal court within the State of Minnesota. Any claim, controversy or dispute arising out of this Agreement may upon mutual agreement of the parties be referred to non-binding or binding arbitration in accordance with the commercial rules of the American Arbitration Association. If any provisions of this Agreement are held invalid, illegal or unenforceable, the remaining provisions will not be affected.

19. Modifications/Amendment. Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representative of the Lessor and Lessee.

20. Notification. Any notice given under this Contract shall be in writing and served upon the other party either personally or by depositing such notice in the United States mail with proper address and sent by certified mail, return receipt requested. Service shall be effective on the earlier of receipt or five days after the depositing of the notice in the United States mail. The proper mailing addresses for Lessor and Lessee for the purposes of serving notice are as follows:

Lessor

Itasca Lessor Land Department
c/o Land Commissioner
1177 LaPrairie Avenue
Grand Rapids, Minnesota 55744

Itasca Lessor Auditor
Lessor Courthouse
123 NE 4th Street
Grand Rapids, Minnesota 55744

Lessee

Holmstrom Inc.
Mike Holmstrom
2810 Elida Drive
Grand Rapids, MN 55744

21. Compliance with Laws. Lessee shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations, unless exempt, now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, programs and staff for which Lessee is responsible.

22. Records Audition and Retention. Lessee's books, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Agreement are subject to the examination, duplication, transcription and audit by the County and either the legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Agreement. Lessee agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress required a longer retention period.

23. Waiver. Any waiver by either party of any provision of this Contract shall not imply a subsequent waiver of that or any other provision.

24. Assignment. Lessee shall not encumber or assign this Agreement or sublet the Premises or any part thereof without prior written consent of Lessor. No action of Lessor in collecting payment from any sublessee, assignee, or occupant shall constitute a waiver hereof.

25. Final Agreement. This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not herein contained.

25.1 If this Agreement conflicts with a Special Conditions, the Special Conditions shall control.

EXECUTION

IN WITNESS WHEREOF, the Lessor has caused this Agreement to be signed by its duly authorized officers and the Lessee has hereunto set its hand.

Dated this **27th** day of **September 2022**.

Lessee: Holmstrom Inc.

Lessor: County of Itasca

By: _____

By: _____

Its _____

Its _____
Chair of the Board of Commissioners

By: _____

Its _____
Clerk of the Board of Commissioners

APPROVED AS TO FORM & EXECUTION

By: _____
Itasca County Attorney

Special Conditions Supplement
Event Agreement
Exhibit A

This document shall be considered the Special Conditions to the Lease Agreement between **Itasca County**, hereinafter referred to as “Lessor”, and **Holmstrom Inc.** hereinafter referred to as “Lessee”, which was made effective on the **27th** day of **September 2022**.

Both Lessor and Lessee mutually agree to the following in addition to the terms contained in the Lease Agreement made effective on **27th** day of **September 2022**.

Please describe activities below:

Vehicle and equipment storage using identified buildings of the Fairgrounds Park as indicated in the Lease Agreement and/or below:

Beef Barn and Cattle Barn

Buildings used for storage per this agreement include:

Name	SQ Ft	Name	SQ Ft
Beef Barn	4800	_____	_____
Cattle Barn	5194	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Price will be based on **.65** per square foot. Total Sq ft **9994 X .65 = \$6,496.10**

Starting date for rental space will be **September 27th, 2022**. All personal property shall be removed by **May 15th, 2023**

Both parties of this contract mutually agree to the following in addition to the terms contained in the Lease Agreement.

1. Lessee agrees to pay a per square foot fee of the entire building occupied by Lessee. All payments will be collected prior to occupying the building.

2. Lessee will be provided a key to the building and will be responsible for all placement and removal of all personal property.
3. Lessee hereby accepts liability for any and all damages to the above stated rental space and every part thereof caused by Lessee, his employees, lessees, or invitees, which occur during the period of this agreement.
4. Lessor, or his agents or employees, reserves the right to go upon the premises whenever Lessor deems it necessary to preserve person or property, for safety or for maintenance of the storage facility, but Lessor assumes no responsibility for tending to any property stored in said facility.
5. Lessor shall not be liable either jointly or severally for damage to person or property of the Lessee, his employees, licensees, or invitees, while the same are within the geographical limits of the storage facility that is occasioned by fire, explosions, theft, collision, acts of God, or any other cause. Lessor has made a diligent effort to secure said premises from theft or damage to the stored property, but it shall be the responsibility of the Lessee or his invitees to insure, at his own expenses, the property stored on the premises against said losses.
6. Lessee agrees to exercise due care in the occupation, possession, and use of the above stated storage and to vacate the same in good condition, wear and tear occasioned by normal use expected.
7. Lessee agrees to disconnect or remove all batteries from personal property stored on the premises.

Emergency contact information:

Name: Mike Holmstrom

Address: 2810 Elida Drive
Grand Rapids, MN 55744

Phone: 218 484-5253 Office Direct

Phone: 1 218 343-7617 Mobile

Email: mike@grandrapidsmarine.com



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 20, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2573

DEPARTMENT: Land Department

PRESENTER: Roger Clark

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:

Approve Storage Lease Agreement with RK Motorsports

BOARD ACTION REQUESTED:

Approve Storage Lease Agreement with RK Motorsports and authorize necessary signatures.

BACKGROUND:

The purpose of the lease is for 2022-2023 winter boat storage at the fairgrounds. The lease amount of \$9,847.50 is based on square feet of building space used and the proceeds will be sent to the Itasca Agricultural Association to be placed into the fairgrounds maintenance fund. The security deposit will be held by Itasca County.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. 2022 Storage Lease Agreement_RK Motorsports

09/20/2022

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 09/27/2022 2:30 PM
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County of Itasca, Minnesota Lease Agreement

This Agreement is made effective this 27th day of September 2022 by and between **Itasca County** ("Lessor"); and **RK Motorsports**, ("Lessee"). For good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge the parties agree as follows:

1. **Authority.** This Agreement is granted pursuant to the provisions of Minnesota Statutes Section 373.01, Subdivision(1)(a)(4) and Minnesota Statutes Section 398.32, Subdivision 3.
2. **Premises.** Lessor in consideration of the terms, conditions and contracts contained herein, and subject to such special conditions as are set forth in the Special Conditions attached hereto and made a part hereof and marked as **Exhibit A**, attached hereto and made a part hereof, and the payment of the Lease Agreement Fee to be paid by Lessee, Lessor hereby leases to the Lessee, subject at all times to sale, contract and use for other purposes, the non-exclusive rights in the described Premises as set forth below:

- | | |
|--|--|
| ☐ A - Cattle barn | ☐ B - Horse barn |
| ☐ C - Beef Barn | ☒ D – Poultry |
| ☐ F - United Methodist Church | ☐ H - New Moose Club |
| ☐ I - Corn Palace | ☐ J - Solid Rock |
| ☐ K - Bingo Hall | ☐ L – Eagles |
| ☒ M - All Purpose | ☐ N - Announcement Booth |
| ☐ O - Children’s barn | ☐ P – Restroom |
| ☐ Q - 4H Food Booth | ☐ T - Conservation Building |
| ☐ V - Agriculture/Horticulture Building | ☐ W - 4H Exhibit |
| ☒ X - Commercial Exhibit | ☐ Y - Committee on Aging |
| ☐ Z - Arts and Craft | ☐ AA – Gazebo |
| ☐ CC - Old Beer Garden | ☐ DD - DNR Building |
| ☐ EE - Grand Stand | ☐ FF – Storage |
| ☐ GG – Shelter | ☐ HH - Trailhead Building |
| ☐ Grounds | ☐ Parking Lot |
| ☐ Race Track | ☐ Horse Arena |

2.1 Personal Property/Fixtures: Personal Property or fixtures within the Premises shall not be deemed leased under this Agreement, unless otherwise authorized in writing.

3. **Warranties.** Lessor does not warrant its title to the premises nor undertake to defend the Lessee in the peaceable possession or use thereof. No covenant of quiet enjoyment is made. Lessee shall indemnify and hold Lessor harmless from any and all claims for damages against Lessor by third parties as a result of this Agreement.

4. **Exhibits.** This Lease Agreement is subject to such special conditions as are set forth in the Special Conditions Supplement attached hereto and made a part hereof and marked as Exhibit A. This Lease Agreement is subject to such terms as are set forth in Exhibit B as to insurance and indemnification.

5. **Term.** The term of this Agreement shall commence on the date set forth above and shall end at 12:00 a.m. on May 15th, 2023. The term of this Agreement is subject to termination pursuant to the default provisions in paragraph 10 herein. The Agreement may be extended or modified if provided for in the Special Conditions marked as Exhibit A.

6. **Lease Agreement-Fee.** Lessee shall pay to Lessor a non-refundable Lease Agreement Fee of \$ 9,847.50 for the non-exclusive rights to the Premises as set forth above or as set forth in the Special Conditions marked as Exhibit A.

7. **Security Deposit.** Simultaneously with the execution of this Lease, Lessee shall deposit with Lessor the sum of Two Thousand Dollars (\$2,000.00) as a security deposit. Such security deposit shall be considered as security for the payment and performance by Lessee of all of Lessee's obligations, covenants, conditions and agreements under this Lease. Upon the expiration of the term hereof, Lessor shall, provided that Lessee is not in default under the terms hereof, return and pay back such security deposit to Lessee as set forth below. In the event of any default by Lessee hereunder, Lessor shall have the right, but shall not be obligated, to apply all or any portion of the security deposit to cure such default, in which event Lessee shall be obligated to promptly deposit with Lessor the amount necessary to restore the security deposit to its original amount.

7.1 The Security Deposit may be applied to offset any damages that may occur during the use from the Lessee or the Lessee's invitees. Review of all Premises will be conducted prior to and following the term of this Agreement. Deposits will be returnable up to two weeks after the termination of this Agreement and only if no damage has occurred. In the event of damages exceeding the amount as set forth above the Lessee will be liable for the balance of the damages.

7.2 The Security Deposit may be applied to offset any cleanup that has not been completed during or after the Rental. Review of all Premises will be conducted prior to and following the Term of this Agreement. Deposits will be returnable up to two weeks after the termination of this Agreement and only if no cleanup is needed. In the event of the cost of cleanup exceeds the amount as set forth above the Lessee will be liable for the balance of the cost.

8. Encumbrance. This Agreement is subject to all existing easements, rights-of-way, licenses, contracts, commingling contracts and other encumbrances upon the Premises and Lessor shall not be liable to Lessee for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that holder thereunder.

9. Maintenance. Lessee shall maintain the Premises in good repair, keeping them safe and clean, removing all refuses and debris that may accumulate, to the extent consistent with sound and customary practices. Lessee shall comply with all laws affecting the Premises, including Federal, state or local statute, law, rule, regulation or ordinance, unless otherwise exempt.

10. Termination. The Lessor has the right to cancel this Agreement for nonpayment of any amount due under this Agreement or other violation of the terms and conditions of this Agreement. Termination of this Agreement does not relieve the Lessee from any liability for payment or other liability incurred under this Agreement.

10.1 This Agreement may be cancelled by the Lessor, if the Lessee has failed to secure all permits/licenses and approvals if any are necessary for the Lessee's approved activity as stated on the Special Conditions marked as Exhibit A.

10.2 Lessee shall, on the termination date, or earlier as provided for in this Agreement, peaceably and quietly surrender the Premises to the Lessor in a condition satisfactory to the Lessor. If the Lessee fails to surrender the Premises on the termination of this Agreement, the Lessor may obtain a court order as permitted by law to eject or remove the Lessee from the Premises and Lessee shall indemnify the Lessor for all expenses incurred by the Lessor.

10.3 In addition, Lessee shall remove all of Lessee's personal property at Lessee's expense, from the Premises prior to or at the termination date and time per this Agreement. Any personal property remaining shall be considered abandoned and shall be disposed of by the Lessor according to law. If this Agreement is terminated prior to its termination date, the Lessee shall not be relieved of any obligation incurred prior to termination.

10.4 Lessee acquires no additional rights by holding the Premises after termination and shall be subject to legal action for removal.

10.5 If Lessee defaults in compliance with its obligations under this Agreement, Lessor shall have the right in its exclusive discretion to permit Lessee to cure, and Lessor shall have the right upon Lessee's failure to cure such default within 10 days after receipt of written notice specifying such default, to seek such remedies or combination of remedies as may be available at law or in equity, including without limitation specific performance, damages, or termination of this Agreement. Lessor's remedies shall expressly include the right to evict Lessee and take possession of the Premises.

10.6 Lessee may terminate this Agreement for good cause, which will be at the discretion of the Lessor. In the event that this Agreement is terminated for good cause at

the discretion of the Lessor, the lease-fee shall not be refundable, and the security deposit shall be handled in accordance with numbers 7, 7.1, and 7.2 above.

11. Right of Entry. Lessor, or its agents, contractors, or employees shall have the right to enter upon and into said Premises at any time to inspect the same. Such inspection shall not unreasonably hinder or interrupt the operations of the Lessee, except in cases where emergency entry is necessary to preserve the Premises and other property.

12. Liability. This Agreement shall not be construed as imposing any liability on the Lessor for injury or damage to the person or property of the Lessee, or to any other persons or property, arising out of any use of the Premises, or under any other easement, right-of-way, license, lease or other encumbrance now in effect.

12.1 Indemnification. Lessee agrees to defend, indemnify and hold harmless Lessor, 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 Lessee, 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 services required by this Agreement and against all loss by reason of failure of said Lessee to perform fully, in any respect, all obligations under this Agreement. See Exhibit B.

12.2 Insurance. Lessee agrees at all times during the term of this Agreement to have and keep in force insurance, either under a self-insurance program or separate insurance policy, as indicated and shown in attached Exhibit B and/or the Special Conditions marked as Exhibit A.

12.3 The Lessor reserves the right to terminate, suspend or rescind any Agreement not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Lessee. All insurance policies shall be open to inspection by the Lessor, and copies of policies shall be submitted to the Lessor upon written request.

13. Banned Substances. Lessee agrees that no tobacco products, drugs, or illegal substances of any kind shall be sold or distributed on the premises under any circumstances. Alcohol may be served or sold if Lessee is properly licensed/permitted by the appropriate licensing/permitting authority and as authorized in the Special Conditions marked as Exhibit A. Lessee understands that any violation of this paragraph shall give the Lessor the rights to terminate this Agreement without penalty to the Lessor, and permanently bar Lessee, or any member or guest of lessee, from the Premises.

14. Lost Property. The Lessor assumes no responsibility whatsoever, for any property placed on the Premises, and the Lessor is hereby expressly released and discharged from any and all liabilities for any loss of property and discharged from any and all liabilities for any loss of property that may be sustained by the use of said Premises under this Agreement.

15. Right to Control. It is understood that the Lessor hereby reserves the right to control and manage the Premises and to enforce all necessary and proper rules for the management

and operation of the Premises and for the Lessor employees or other authorized representatives to enter and exercise their authority at the Premises at any time. The Lessor also reserves the right, but not the duty, through its employees and representatives, to eject any objectionable person or persons from the Premises and Lessee hereby waives any and all claims for damages against the Lessor or any of its representatives resulting from the exercise of this authority.

16. Recovery of Expenses. If it is necessary for the Lessor to incur expenses by court action or otherwise for the ejectment of Lessee or Lessee's invitees, or the removal from the leased premises of the Lessee's or Lessee's invitee's personal property, or recovery of the amount due under this Agreement, or for any other remedy of the Lessor under this lease, and the Lessor prevails in the court action or otherwise, then the Lessee shall pay to the Lessor all expenses, including attorney's fees, thus incurred by the Lessor.

17. Severability. If any clause or provision of this Agreement is or becomes illegal, invalid or unenforceable because of present or future laws or any rule or regulation or ordinance, unless exempt, the intentions of the Lessor and Lessee here is that the remaining parts of this Agreement shall not be affected thereby.

18. Governing Law. The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties herein and performance under it. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located within the County of Itasca, State of Minnesota. Litigation, however, in the federal courts involving the parties herein will be in the appropriate federal court within the State of Minnesota. Any claim, controversy or dispute arising out of this Agreement may upon mutual agreement of the parties be referred to non-binding or binding arbitration in accordance with the commercial rules of the American Arbitration Association. If any provisions of this Agreement are held invalid, illegal or unenforceable, the remaining provisions will not be affected.

19. Modifications/Amendment. Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representative of the Lessor and Lessee.

20. Notification. Any notice given under this Contract shall be in writing and served upon the other party either personally or by depositing such notice in the United States mail with proper address and sent by certified mail, return receipt requested. Service shall be effective on the earlier of receipt or five days after the depositing of the notice in the United States mail. The proper mailing addresses for Lessor and Lessee for the purposes of serving notice are as follows:

Lessor

Itasca Lessor Land Department
c/o Land Commissioner
1177 LaPrairie Avenue
Grand Rapids, Minnesota 55744

Itasca Lessor Auditor
Lessor Courthouse
123 NE 4th Street
Grand Rapids, Minnesota 55744

Lessee

RK Motorsports.
Rick Krueth
36198 Pincherry Rd
Cohasset, MN 55721

21. Compliance with Laws. Lessee shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations, unless exempt, now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, programs and staff for which Lessee is responsible.

22. Records Audition and Retention. Lessee's books, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Agreement are subject to the examination, duplication, transcription and audit by the County and either the legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Agreement. Lessee agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress required a longer retention period.

23. Waiver. Any waiver by either party of any provision of this Contract shall not imply a subsequent waiver of that or any other provision.

24. Assignment. Lessee shall not encumber or assign this Agreement or sublet the Premises or any part thereof without prior written consent of Lessor. No action of Lessor in collecting payment from any sublessee, assignee, or occupant shall constitute a waiver hereof.

25. Final Agreement. This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not herein contained.

25.1 If this Agreement conflicts with a Special Conditions, the Special Conditions shall control.

EXECUTION

IN WITNESS WHEREOF, the Lessor has caused this Agreement to be signed by its duly authorized officers and the Lessee has hereunto set its hand.

Dated this 27th day of September 2022.

Lessee: RK Motorsports

Lessor: County of Itasca

By: _____

By: _____

Its _____

Its _____
Chair of the Board of Commissioners

By: _____

Its _____
Clerk of the Board of Commissioners

APPROVED AS TO FORM & EXECUTION

By: _____
Itasca County Attorney

Special Conditions Supplement
Event Agreement
Exhibit A

This document shall be considered the Special Conditions to the Lease Agreement between **Itasca County**, hereinafter referred to as “Lessor”, and **RK Motorsports**, hereinafter referred to as “Lessee”, which was made effective on the **27th** day of **September 2022**.

Both Lessor and Lessee mutually agree to the following in addition to the terms contained in the Lease Agreement made effective on **27th** day of **September 2022**.

Please describe activities below:

Vehicle and equipment storage using identified buildings of the Fairgrounds Park as indicated in the Lease Agreement and/or below:

Poultry Barn, Multi-Purpose Building, and Commercial Building

Buildings used for storage per this agreement include:

Name	SQ Ft	Name	SQ Ft
Poultry Barn	2625	_____	_____
Multi-Purpose	4284	_____	_____
Commercial Building	8241	_____	_____
_____	_____	_____	_____

Price will be based on **.65** per square foot. Total Sq ft **15,150 X .65 = \$9,847.50**

Starting date for rental space will be **September 27th, 2022**. All personal property shall be removed by **May 15th, 2023**

Both parties of this contract mutually agree to the following in addition to the terms contained in the Lease Agreement.

1. Lessee agrees to pay a per square foot fee of the entire building occupied by Lessee. All payments will be collected prior to occupying the building.

2. Lessee will be provided a key to the building and will be responsible for all placement and removal of all personal property.
3. Lessee hereby accepts liability for any and all damages to the above stated rental space and every part thereof caused by Lessee, his employees, lessees, or invitees, which occur during the period of this agreement.
4. Lessor, or his agents or employees, reserves the right to go upon the premises whenever Lessor deems it necessary to preserve person or property, for safety or for maintenance of the storage facility, but Lessor assumes no responsibility for tending to any property stored in said facility.
5. Lessor shall not be liable either jointly or severally for damage to person or property of the Lessee, his employees, licensees, or invitees, while the same are within the geographical limits of the storage facility that is occasioned by fire, explosions, theft, collision, acts of God, or any other cause. Lessor has made a diligent effort to secure said premises from theft or damage to the stored property, but it shall be the responsibility of the Lessee or his invitees to insure, at his own expenses, the property stored on the premises against said losses.
6. Lessee agrees to exercise due care in the occupation, possession, and use of the above stated storage and to vacate the same in good condition, wear and tear occasioned by normal use expected.
7. Lessee agrees to disconnect or remove all batteries from personal property stored on the premises.

Emergency contact information:

Name: Rick Krueth (DBA)

Address: 36198 Pincherry Rd
Cohasset, MN 55721

Phone: 218 256-2193 Office Direct

Email: Rkmotors@Paulbunyan.net



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 20, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2187

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, September 20, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2568

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Sara Thompson

AGENDA ITEM:

Keewatin Trail Runners ATV Trail Proposal

BOARD ACTION REQUESTED:

Receive Keewatin Trail Runners ATV Trail Proposal Introduction - No Action Needed

BACKGROUND:

The Keewatin Trail Runners are looking into a connection to the Alborn Pengilly Railroad ATV Trail, and currently exploring the Pathblazers Snowmobile Trail corridor. The primary landowner in this corridor is US Steel. This is the beginning stages of implementing our Itasca County OHV Development Policy and more information will be provided at the board meeting.

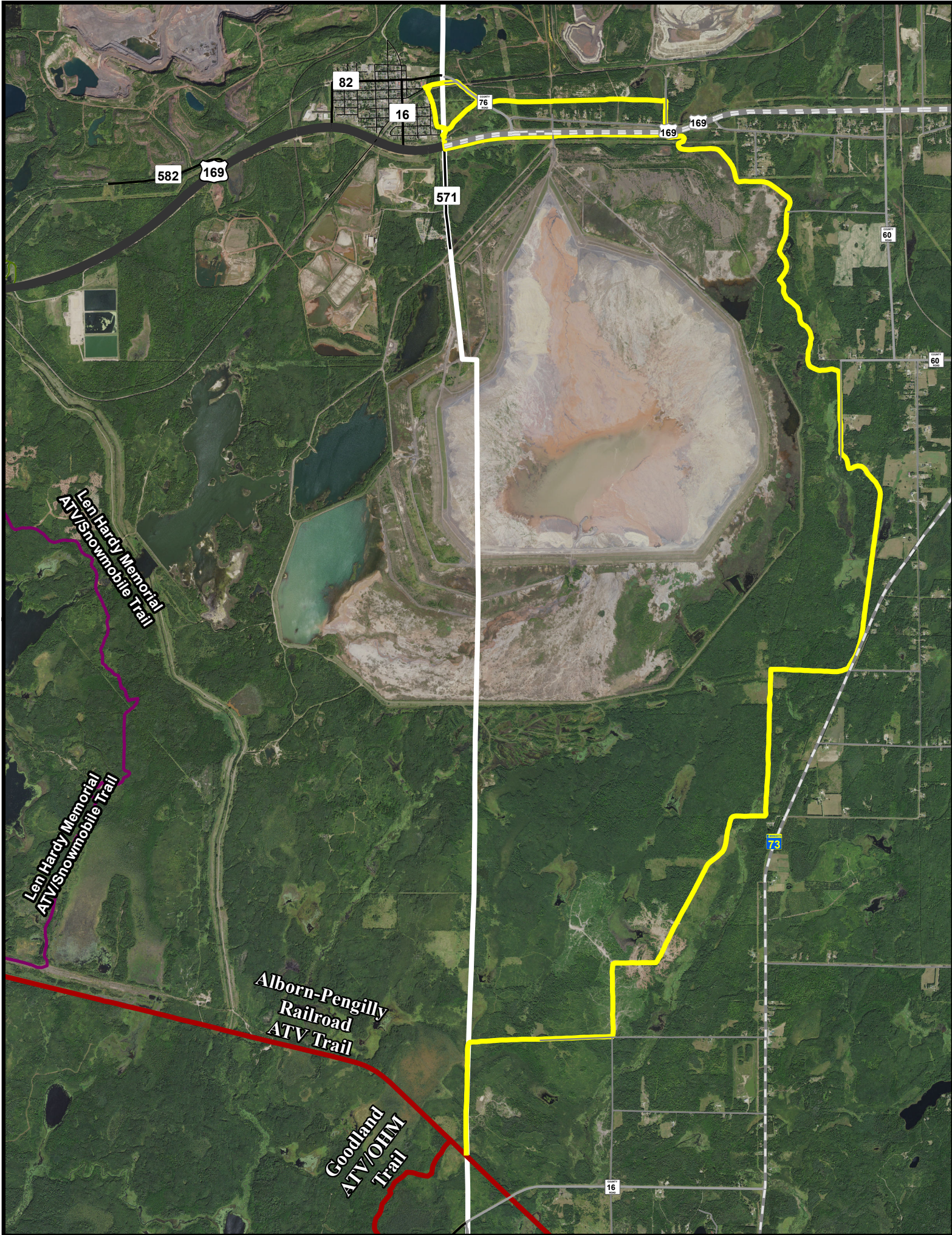
COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Keewatin ATV Trail Proposal
2. Itasca County OHV Trail Development Policy

RESULT:

INFORMATIONAL - NO ACTION TAKEN



OHV TRAIL DEVELOPMENT POLICY FOR ITASCA COUNTY

The following procedures are the steps in the development of a trail system through the State OHV Trail Assistance Grant-in-Aid Program in Itasca County.

PROCEDURES TO START A NEW TRAIL

1. A trail user club or organization identifies a demand for trails in their area.
2. The club submits the necessary program forms to the sponsor (Itasca County) and asks for sponsorship of the identified trail at a public works meeting.
3. At the public works meeting the county board sets a date for a public meeting on the proposed snowmobile trail. This date is then passed at the following board meeting by the county board. Notification of this meeting shall be sent to local media and other local units of government. (By the club) A paid advertisement shall be published in the area affected by the new trail. (By the club)
4. Information is gathered at the public meeting about the proposed trail and its general location.
5. The club will do a R.B.A. to the county board requesting tentative sponsorship of the proposed trail. The county board gives tentative sponsorship of the proposed trail.
6. Upon approval of tentative sponsorship the club and sponsor enter into an agreement that outlines the duties and responsibilities of both the sponsor and the club if the grant is approved by the state.

Note:

- All necessary forms are signed by the county board and sent to the state for approval at this point
 - All of steps 1 thru 6 must be completed by May 30th
 - This step allows the club to seek permits to all properties involved in the proposed trail
7. Upon D.N.R. approval of the project, an agreement is sent to the sponsor for authorized original signatures. The agreement is then returned to the D.N.R. The sponsor will be noted in writing that the agreement has been consummated. (In August)
 8. The club submits a R.B.A. for final sponsorship from the county and provides a package of all permits and approvals from all property owners and managers, and a map of the exact trail location will be provided.

OHV TRAIL DEVELOPMENT POLICY FOR ITASCA COUNTY

Note:

- Only after notification in writing by the D.N.R. of grant-in-aid approval and final sponsorship of the County can work on the trail begin.

OHV TRAIL DEVELOPMENT POLICY FOR ITASCA COUNTY

PROCEDURES TO CHANGE THE ROUTE OF AN EXISTING TRAIL

1. The club or the land owner which an existing trail is located on identifies the need for a change to the trail route.
2. Upon approval of the land owner and if the re-route is located on the same description as indicated on the original permit, the re-routing of the trail can be made.

Note:

- The Itasca County Land Department shall be notified by the club of this re-route with a letter explaining the route change. The letter must show signed approval by the land owner and the OHV club. A map of this change shall be attached.
3. On route changes which exceed the permit description, a new permit shall be signed by the land owner and a letter from the club explaining the route change with an attached map shall be provided to the Land Department.

Note:

- This information shall be filed in the Auditor's office.
4. Route changes on approved County managed lands shall be approved by the district forester and an explanation of the route change and a map shall be provided for permanent record.

OHV TRAIL DEVELOPMENT POLICY FOR ITASCA COUNTY

CROSSING COUNTY MANAGED LANDS

1. Upon tentative approval by the county board of a new OHV trail that crosses county land, the club shall submit a request for the use of county land to the Land Department. The request shall be in writing and include a map of the proposed location.
2. The club and the Land Department shall present a R.B.A. to the county board to approve of the crossing of the described county land.
3. Upon approval of the county board to cross county land, the exact trail location shall be approved by the district forester. Approval will be based on environmental and management impacts of the proposed trail.

Note:

- The first step in identifying a trail alignment in the field on tax-forfeited lands is to contact the Itasca County District Forester for that area. The District Forester will work with the trail representative in developing a procedure for locating and marking the trail in the field.
4. A permit shall be signed by the District Forester and the Land Commissioner and filed with the Auditor's office.

Note:

- The permit to cross county land shall only be official upon final sponsorship of the trail by the county board.

Board approved 10/28/97

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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 20, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2580

DEPARTMENT: Administrative Services

TIME REQUESTED: 10 Minutes

PRESENTER: Chair

AGENDA ITEM:

Request for Abatement of Property Taxes

BOARD ACTION REQUESTED:

Discuss request for the abatement of property taxes, as requested by Mesabi Metallica.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Abatement Application Mesabi Land 1 LLC
2. Abatement Application Miranda Mineral Resources
3. Abatement Policy

RESULT:	INFORMATIONAL - NO ACTION TAKEN
----------------	--

Itasca County Request for Penalty, Interest, Cost Abatement

Date Requested: September 16, 2022

Applicant's Name: Larry Sutherland

Applicants Mailing Address:

17113 County Road 58

PO Box 25

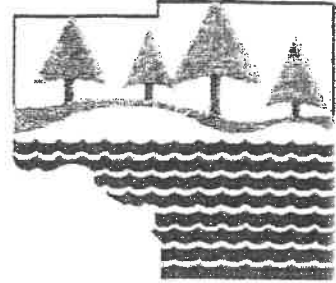
Nashwauk MN 55769

Work Telephone: 218-256-0602

Home Telephone:

Year taxes payable: 2019-2022

Type of Property: Rural Vacant Land



This Purpose of this abatement is to abate the following:

PAID

	Penalty:	Interest:	Cost:	Year
Parcel # Mesabi Land 1 LLC	\$211,630.88	\$100,624.27	\$ 2,733.41	2019-2022
Parcel #	\$	\$	\$	
Parcel #	\$	\$	\$	

PIC NOT PAID - \$102,368.78

TOTAL ABATEMENT REQUESTED - \$417,357.34

City or Township	School Dist.	Sec/Twp./Rge	Parcel Numbers

Statement of Facts:

Larry Sutherland
 Applicants Signature

09/16/2022
 Date

County Auditor Signature

Date

Approved

Denied

Itasca County Request for Penalty, Interest, Cost Abatement

Date Requested: September 16, 2022

Applicant's Name: Larry Sutherland

Applicants Mailing Address:

17113 County Road 58

PO Box 25

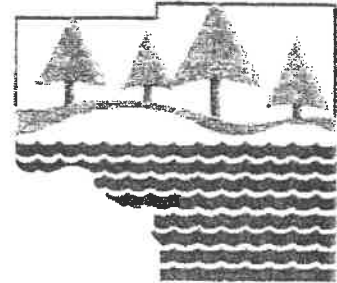
Nashwauk MN 55769

Work Telephone: 218-256-0602

Home Telephone:

Year taxes payable: 2019 & 2022

Type of Property: Rural Vacant Land



This Purpose of this abatement is to abate the following:

PAID

	Penalty:	Interest:	Cost:	Year
Parcel # Miranda Mineral Resources	\$1,057.40	\$ 412.09	\$ 520.00	2019, 2021, 2022
Parcel #	\$	\$	\$	
Parcel #	\$	\$	\$	

PIC NOT PAID - \$1,392.02 TOTAL ABATEMENT REQUESTED - \$3,381.51

City or Township	School Dist.	Sec/Twp./Rge	Parcel Numbers

Statement of Facts:

Larry Sutherland
 Applicants Signature

09/16/2022
 Date

County Auditor Signature

Date

Approved

Denied

ITASCA COUNTY ABATEMENT POLICY

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

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

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

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

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

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

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

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

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

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

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

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

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

III. ABATEMENTS OF PENALTY ON CURRENT TAXES:

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

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

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

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

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

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

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

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

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

V. POLICY DEFINITIONS:

A. Abatement

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

B. Classification

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

C. Clerical Errors

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

D. Hardship

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

E. Market Value or Valuation

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

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