



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, October 4, 2022

2:30 PM

Itasca County Boardroom

FINAL

WORK SESSION MINUTES

I. CALL TO ORDER

Vice-Chair Trunt called the meeting to order at 2:30 PM.

Attendee Name	Title	Status	Arrived
Davin Tinquist	District #1	Present	2:30 PM
Terry Snyder	District #2	Absent	
Leo Trunt	District #3	Present	2:30 PM
Burl Ives	District #4	Absent	
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 (3 TO 0)
MOVER:	Commissioner Ben DeNucci
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Leo Trunt, Ben DeNucci
ABSENT:	Terry Snyder, Burl Ives

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, September 27, 2022 County Board Regular Session.

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

V. RECOMMENDED FOR CONSENT AGENDA

1. Approve a Community Paramedic Contract with Essentia Health effective 10/1/2022.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 10/11/2022 2:30 PM
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2. Adopt the Resolution Re: MnDOT Detour Agreement No. 1051614, which approves the agreement and authorizes the necessary signatures.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 10/11/2022 2:30 PM
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3. Approve and authorize signatures to the 4th Amendment of the AT&T Site Use Agreement for the Marcell/Suomi Tower.

RESULT:	RECOMMENDED FOR REGULAR	NEXT: 10/11/2022 2:30 PM
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4. Approve utility easement for construction, maintenance and operation of an underground telecommunication line over and across tax-forfeited trust lands in Section 4, Township 61, Range 24 and authorize necessary signatures.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 10/11/2022 2:30 PM
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VI. DISCUSSION / INFORMATIONAL

1. Citizen Input
No citizen input provided.

2. 2023 IMCare/DHS Contracts

Motion To: Approve the 2023 Families and Children and Seniors contracts between IMCare and DHS and authorize necessary signatures.

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

3. Discussion of Campsite Lease Request
Land Commissioner Kory Cease and requestors Dan Samsa and Todd Scaia provided information regarding the request from campsite leaseholders for sale of tax-forfeited trust land associated with the lease in SENE section 12 of T62NR24W within the Loucks-Danyluk Memorial Forest.

RESULT:	RECOMMENDED FOR DISCUSSION	NEXT: 10/18/2022 2:30 PM
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4. Updated Itasca County Timber Sale Policy and Specifications & Guidelines
Land Commissioner Kory Cease provided information regarding the request to approve the updated Itasca County Timber Sale Policy and Itasca County Timber Sale Specifications and Guidelines.

RESULT:	RECOMMENDED FOR REGULAR	NEXT: 10/11/2022 2:30 PM
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5. Potential Schedule Change for November

Motion To: Reschedule the Tuesday, November 8, 2022 County Board Regular Session to Thursday, November 10, 2022 at 2:30 PM in the Itasca County Boardroom due to elections.

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

VII. COMMITTEE REPORTS

Commissioner DeNucci reported on his attendance at a recent Budget Work Session, as well as Northeast Minnesota HOME Consortium Joint Powers Board and Cross Range Expressway Coalition meetings.

Commissioner Tinquist reported on his attendance at a recent Budget Work Session and grievance mediation, as well as Mississippi Headwaters Board (MHB) and Grand Village Board meeting.

Commissioner Trunt reported on his attendance at recent Arrowhead Counties Association (ACA) and Northeast Waste Advisory Council (NEWAC) meetings, as well a meeting with Itasca Economic Development Corporation (IEDC)/Tamara Lowney and a Highway 169 meeting with Flaherty and Hood representatives.

VIII. ADMINISTRATOR UPDATE

IX. COMMISSIONER COMMENTS

X. CLOSED SESSIONS

XI. ADJOURN

Vice-Chair Trunt adjourned the meeting at 3:21 PM.

ATTEST



Terry Snyder
Chair of the County Board



Brett Skyles
Clerk of the County Board



October 4, 2022

Chair:

PULL: None

ADDITIONS: None

CHANGES: None

INFORMATIONAL:

1. Item #5.4 – Additional Information



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, September 27, 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	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	Absent	

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Add Item #6.12 (2023 Proposed Levy) and approve the agenda, as amended.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, September 20, 2022 County Board Work Session.

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

V. CONSENT AGENDA

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

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

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.

2. Adopt the Resolution Re: Lawron Trail Riders Snowmobile Club Trail Improvement Program Grant Application and authorize necessary signatures.
3. Approve Storage Lease Agreement with Holmstrom Inc. and authorize necessary signatures.
4. Approve Storage Lease Agreement with RK Motorsports and authorize necessary signatures.

VI. REGULAR AGENDA

1. Citizen Input

Greg Miller and Lynn Ettl provided citizen input regarding funding for the Bowstring Airport.

2. Recognition of County Employees

The following employees were recognized:

Welcome to new employee Troy Anderson, Corrections Deputy, Sheriff's Department. effective September 19, 2022.

Welcome to new employee Christine Blackburn, Legal Secretary, Attorney Department, effective September 19, 2022.

Farewell to Maria Dumke whose last day as Legal Secretary, Probation Department, will be September 23, 2022 after 16+ years of service.

Welcome to new employee Jistine Casey, Legal Secretary, Attorney Department, effective September 26, 2022.

Farewell to Lynn Hart whose last day as Human Resources Director will be January 10, 2023 (last day in the office will be September 30, 2022) after 18 years of service.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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3. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of September 30, 2022, in the amount of \$2,556,922.37.

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

4. ICHHS Warrants

Motion To: Approve the Itasca County Health and Human Services (ICHHS) Department Warrants for September 2022, in the amount of \$1,113,813.33.

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

5. COVID-19 Update

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

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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6. 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 2022 Q2 Compliance Program Report.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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7. 4-H Week Proclamation

Motion To: Adopt the Resolution Re: 4-H Proclamation, which proclaims October 2-8, 2022 as 4-H Week in Itasca County, as is celebrated nationwide.

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

8. Shoreland Stewardship Awards

Tom Nelson of the Itasca County Coalition of Lake Associations (ICOLA) and Austin Steere of the Itasca County Soil and Water Conservation District (SWCD) recognized Jay and Mike Miner (Wabana Lake) as winners of the Shoreland Stewardship Awards.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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9. National Hunger and Homelessness Awareness Month

Motion To: Adopt the Resolution Re: National Hunger and Homelessness Awareness Month in Itasca County, which designates the month of November 2022 as National Hunger and Homelessness Month in Itasca County.

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

10. No Net Gain of Public Land Resolution

Commissioners discussed consideration of a No Net Gain of Public Land resolution as the loss of private land into a public sector status has potential tax revenue implications that need to be addressed.

It was the consensus of the County Board to appoint Commissioners Snyder and Ives to an ad hoc committee, along with the County Attorney and County Administrator, to continue the discussion.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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11. Local Option Sales Tax Education Update

County Administrator Brett Skyles provided an update regarding Local Option Sales Tax (LOST) education relative to the Justice Center project, including information regarding upcoming newspaper advertising.

Motion To: Proceed with the Local Option Sales Tax (LOST) education process.

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

12. 2023 Proposed Levy

Motion To: Adopt the proposed tax levy for 2023 as \$41,266,142, a 0% increase over 2022; adopt the proposed unorganized fire levy as 3.5% of net tax capacity; adopt the proposed unorganized road & bridge levy as 13% of net tax capacity; and schedule a public meeting on Tuesday, December 13, 2022 at 6:00 p.m. in the Itasca County Boardroom, at which the public is allowed to speak and the budget and levy is discussed.

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

VII. COMMISSIONER COMMENTS

VIII. CLOSED SESSIONS

IX. ADJOURN

Chair Snyder adjourned the meeting at 3:37 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, October 4, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2591

DEPARTMENT: Health & Human Services

PRESENTER: Eric Villeneuve

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:

Community Paramedic Contract

BOARD ACTION REQUESTED:

Approve a Community Paramedic Contract with Essentia Health effective 10/1/2022.

BACKGROUND:

Adding an additional provider to our Community Paramedic Pool.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Essentia Health EMS 2022 - DRAFT

10/04/2022

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 10/11/2022 2:30 PM
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ITASCA COUNTY HEALTH AND HUMAN SERVICES
1209 SE 2nd Avenue
Grand Rapids, Minnesota 55744

PURCHASE OF SERVICE AGREEMENT

The ITASCA COUNTY HEALTH AND HUMAN SERVICES, 1209 SE 2ND AVENUE, GRAND RAPIDS, MINNESOTA 55744, hereafter referred to as the "Agency", and **ST MARY'S EMS, dba ESSENTIA HEALTH EMS** for it's operation in **DEER RIVER, 115 10TH AVENUE NE, DEER RIVER, MN 56636**, hereafter referred to as the "Contractor", enter into this Agreement for the period from **October 1, 2022 through December 31, 2022**.

WITNESSETH

WHEREAS, the Contractor is an approved vendor according to published county criteria or certified by the Public Agency ITASCA COUNTY HEALTH AND HUMAN SERVICES to provide **ESSENTIA HEALTH COMMUNITY PARAMEDICINE SERVICES** to persons; and

WHEREAS, the Agency, pursuant to Minnesota Statutes, Sections 373.01 and 373.02, wishes to purchase such program services from the Contractor; and

WHEREAS, the Contractor represents that it is duly qualified and willing to perform such services;

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth, the Agency and Contractor agree as follows:

I. CONTRACT GENERAL

A. Contractor's Duties:

1. Attached to this Agreement as Exhibit "A" will be items **a through g** as follows:
 - a. **Description of services.**
 - b. **Exposition of staffing**, including job description and professional qualifications of personnel.
 - c. **Organizational chart** with names and positions.
 - d. **Line item budget.**
 - e. **Proof of professional/commercial liability insurance**, (photocopies should include expiration date and amount of coverage).
 - f. **Proof of Worker's Compensation**, (photocopies should include expiration date).
 - g. **Operating license** (photocopy, when applicable).
2. Attached to this Agreement as Exhibit "B", when applicable, are specific duties of the Contractor, as the Agency deems necessary, for the delivery and accountability of client services.
3. The Contractor shall, in writing within ten (10) days, notify the Agency whenever it is unable to, or going to be unable to, provide the required quality or quantity of purchased services. Upon such notifications, Agency shall determine whether such inability will require modification or cancellation of said Agreement.

B. Cost and Delivery of Purchased Services:

1. The Contractor certifies that the services to be provided under this Agreement are not available without cost to eligible clients. The Contractor further certifies that payment claims for purchased services will be in accordance with rates of payment which do not exceed amounts reasonable and necessary to assure quality of service. The Contractor further certifies that rates of payment do not reflect any administrative or program costs assignable to private pay or third-party pay service recipients.
2. Purchased services will be provided at **ST MARY'S EMS, dba ESSENTIA HEALTH EMS, 115 10TH AVENUE NE, DEER RIVER, MN 56636**.

C. Safeguard of Client Information:

1. The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in Minnesota Statutes, Chapter 13, and the Health Insurance Portability and Accountability Act of 1996 (45 C.F.R. Part 160-164), or for any purpose not directly connected with the Agency's or Contractor's responsibility with respect to the purchased services hereunder is prohibited. The collection, use, maintenance and dissemination of data on clients shall be in accordance with the laws of Minnesota and the United States applicable to the data. The Contractor shall assure compliance with Minnesota Statute Section 13.46, subd. 10, Para. (b).
 - a. The parties hereto recognize that data collected, used, exchanged, and disseminated for the administration and management of activities and programs authorized by this Agreement may be classified by State or Federal Law as private or confidential. The parties agree that such data will be collected, used, exchanged, and disseminated consistent with the requirements of law applicable to that data, including the Minnesota Data Practices Act, Minn. Stat. §§ 13.01 et seq., as amended, the Rules of the Commissioner of Administration promulgated there under, MN Rules 1205.0100 et seq., as amended, and the Health Insurance Portability and Accountability Act of 1996 (45 C.F.R. Part 160-164). To the extent necessary for the administration and management of activities and programs herein provided and as otherwise specifically authorized by law, private and confidential data may be exchanged and disseminated between the respective parties, including their legal representatives.
 - b. (When applicable) In accordance with MN Rules 1205.0200 Subpart 14D, it is agreed that the Contractor shall be the responsible authority for that nonprofit corporation.
2. The Agency and Contractor shall insure that a joint release of information document is completed to permit mutual exchange of information between Agency and Contractor.

D. Equal Employment Opportunity and Civil Rights and Nondiscrimination:

1. (When applicable) the Contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000e); including Executive Order No. 11246, and Title VI (42 USC 2000d); and the Rehabilitation Act of 1973, as amended by Section 504;
2. (When applicable) the Contractor certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363A.36. This section only applies if the grant is for more than \$100,000, and the Contractor has employed forty or more full-time employees within the State of Minnesota on a single working day during the previous 12 months.

E. Fair Hearing and Grievance Procedures:

1. The Agency agrees to provide for a fair hearing and grievance procedure in conformance with Minnesota Statutes, Section 256.045, and in conjunction with the fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services.

F. Conditions of the Parties' Obligations:

1. It is understood and agreed that in the event the reimbursement to the Agency from State and Federal sources is not obtained and/or continued at a level sufficient to allow for the purchase of the indicated quantity of purchased services, the obligations of each party hereunder shall thereupon be terminated.
2. This Agreement may be canceled by either party at any time, with or without cause, upon thirty (30) days notice, in writing, delivered by mail or in person.
3. Before the termination date specified in Page 1 of this Agreement the Agency may evaluate the performance of the Contractor in regard to terms of this Agreement to determine whether such performance merits renewal of this Agreement.

4. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this Agreement.
5. No claim for services furnished by the Contractor, not specifically provided in the Agreement, will be allowed by the Agency, nor shall the Contractor do any work or furnish any material not covered by this Agreement, unless this is approved in writing by the Agency. Such approval shall be considered to be a modification of the Agreement.
6. In the event that there is a revision of Federal regulations which might make this Agreement ineligible for Federal financial participation, all parties will review the Agreement and renegotiate those items necessary to bring the Agreement into compliance with the new Federal regulations.

G. Subcontracting:

1. The Contractor agrees not to enter into subcontracts for any of the work contemplated under this Agreement without written approval of the Agency.
2. All subcontractors must be subject to and must meet all of the requirements of this Agreement.
3. The Contractors must ensure that any and all subcontracts to provide services under this Agreement must contain the following language:

The subcontractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary, and as a third-party beneficiary, is an affected party under this Agreement. The subcontractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or may sue the provider for any appropriate relief in law or equity, including but not limited to rescission, damages, or specific performance, of all or any part of the Agreement. Minnesota Department of Human Services is entitled to and may recover from the provider reasonable attorney's fees, costs, and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision must not be construed to limit the rights of any party to the Agreement or any other third-party beneficiary, nor must it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver or immunity.

4. The Contractor agrees to be responsible for the performance of any subcontractor to ensure compliance to the subcontract and Minnesota Rules, part 9525.1870, subpart 3.

H. Contractor Interested in Agreement:

1. No county official or deputy or clerk or employee of such official shall be directly or indirectly interested in any agreement, contract, work, labor, or business to which the County is a party or in which it is or may be interested or in the furnishing of any article to, or the purchase or sale of any property, real or personal, by the County, or of which the consideration, price, or expense is payable from the County treasury. Any violation of the provisions of Minnesota Statutes, Section 382.18, shall be a gross misdemeanor.

I. Contractor Debarment, Suspension and Responsibility Certification:

Federal Regulations 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Section 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/Agency. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By Signing This Agreement, The Contractor Certifies That It And Its Principals* And Employees:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency; and
- b. Have not within a three-year period preceding this contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- c. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- d. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Agreement are in violation of any of the certifications set forth above.
- e. Shall immediately give written notice to the Contracting Officer should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing: a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

* "Principals" for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

Directions for On Line Access to Excluded Providers

To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at <https://oig.hhs.gov>.

If you do not have access to the website, and/or need the information in an alternative format, contact: Crissy Krebs, Business Division Manager, Itasca County Health and Human Services at (218) 327-6152.

J. Miscellaneous:

1. Entire Agreement: It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Contractor and any county social services agency relating to the subject matter hereof.
2. The Contractor acknowledges and agrees that the Minnesota Department of Human Services is a third- party beneficiary and, as a third-party beneficiary, is an affected party under this Agreement. The Contractor specifically acknowledges and agrees that the Minnesota Department of Humans Services has standing to and may take any appropriate administrative action or sue the Contractor for any appropriate relief in law or equity, including, but not limited to, rescission, damages, or specific performance, of all or any part of the Agreement between the County Board and the Contractor. The Contractor specifically acknowledges that the County Board and the Minnesota Department of Human Services are entitled to and may recover from the Contractor reasonable attorney's fees and costs and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision shall not be construed to limit the rights of any party to the Agreement or any other

third-party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity.

3. The Contractor agrees to acknowledge the Agency in the credits of advertisements and publicity.
4. (When applicable) The placement agreements between vendors and counties, other than Itasca, to provide services to out-of county clients under this Agreement must contain a provision stating that the county signing the placement agreement will either (1) pay the costs of other social services rendered by Itasca County or other providers that are under contract with Itasca County; and (2) will be responsible for billing Medical Assistance, Medicare, private insurance, or third-party payer.

At the time the social service is rendered, the vendor will instruct the provider to bill the county of financial responsibility directly. Any county placing a child in Itasca County will be financially responsible for any and all placement costs for that child, including but not limited to placements in secure and/or shelter facilities whether by police hold or any other means.

Itasca County will not be financially responsible for any placement costs for out of county children unless prior authorization is obtained from Itasca County Health and Human Services.

5. (When applicable) The Contractor agrees to bill all pay sources including third party insurances and obtain a denial prior to submitting a claim to Itasca County Health and Human Services. In the event the service is not covered by the third party payer, a denial must be submitted with the claim to Itasca County Health and Human Services. Payment will not be made without such denial. A denial reason for anything other than "non-covered service" does not constitute county coverage; for example: not billing within the allowed time frame for a particular carrier, wrong procedure code, diagnosis code, etc.
6. Itasca County will not pay for two placements that occur on the same date of service.

II. Contract Specific

A. Contractor's Duties

1. The Agency agrees to purchase and the Contractor agrees to furnish the following:

COMMUNITY PARAMEDICINE SERVICES

HOURLY RATE: \$100.00

PLUS MILEAGE: FEDERAL MILEAGE RATE

Mileage and time shall be calculated as beginning and ending at Essentia Health EMS base.

B. Eligibility for Services:

1. The parties understand and agree that the eligibility of the client to receive the purchased services is to be determined in accordance with eligibility criteria established by the Agency.
 - a. It is understood and agreed by the parties that, for fee eligible recipients, fees shall be charged and collected in accordance with fee policy and schedules adopted by the County Board of Commissioners.
 - b. The Contractor shall not charge any program or service fee to social services eligible clients except in accordance with "B.1.a." above.
 - c. (When applicable) When the Agency has determined that the client is no longer eligible to receive purchased services or that services are no longer needed or appropriate, the Agency must notify the Contractor within 5 days of the determination. The Agency must notify the client

of proposed termination of services in writing at least 10 days prior to the proposed agency action and of the client's right to appeal this proposed agency action.

- d. (When applicable) The Contractor must notify the Agency and the client in writing whenever the Contractor proposes to discharge or terminate service(s) to a client. The notice must be sent at least 10 days prior to the proposed date of discharge or termination, and must include the specific grounds for discharge or termination of service(s). The Contractor must not discharge or terminate services to a client prior to the proposed date unless delay would seriously endanger the health, safety, or well-being of other residents or service recipients.
- e. (When applicable) The Contractor must establish written procedures for discharging a client or terminating services to a client. The written procedures must include:
 - 1) Preparation of a summary of findings, processes, and plans to be transmitted with the client;

C. Payment for Purchased Services:

- 1. Certification of expenditures: The Contractor shall, within five (5) working days following the last day of each calendar month, submit a standard invoice for social services purchased to Itasca County Health and Human Services. The invoice shall show: (1) total program and administrative expenditures for the month and (2) an itemized account of each social services eligible individual, identifying service(s) provided, number of units, cost per unit and service dates, including administrative costs allocated to the provision of purchased services to reimbursement eligible clients.
- 2. All bills for a specific month of service **must** be in to the Agency within five days of end of service month; example, services given in January can be received no later than the fifth working day of February. **Bills older than five weeks may be rejected** due to the variety of funding sources that are utilized by the Agency.
- 3. Payment: The Agency shall, within thirty (30) days of the date of receipt of the invoice, make payment to the Contractor for all reimbursement eligible clients identified on the invoice.

D. Recording Requirements or Accountability:

- 1. The Contractor agrees to maintain records and documents which sufficiently and properly reflect all direct and indirect services provided to clients covered by this Agreement. Documentation includes, but is not limited to, statements relating to Client Identifying Information, all available intake data, treatment plan, progress data, discharge plan, evidence of eligibility and redetermination of eligibility status, court orders when appropriate, and a proper release of information allowing the Contract Manager at the Agency, or other Agency designee, access to the above mention data.

E. Audit and Record Disclosures:

- 1. The Contractor Shall:
 - a. Allow personnel of the Agency, the Minnesota Department of Human Services, or their representative, access to the Contractor's facility and records at reasonable hours to exercise their responsibility to monitor purchased services.
 - (1) Permit the Contract Manager or other personnel of the County, through the Agency, access to the Contractor's facility to conduct site visits, as deemed necessary, to determine compliance with this Agreement and to evaluate the quality of services provided under this Agreement. Such visits may be made with prior notice at any time within the hours of operation of the Contractor. The Contractor shall be furnished a summary of any reports prepared as a result of the visit.
 - (2) The Agreement gives the Agency, DHS, and the U.S. Department of Health and Human Services the authority to copy program and fiscal records.

- b. Provide the Agency with information about fees collected and the fee source.
 - c. Maintain all records pertaining to the Agreement at **ST MARY'S EMS, dba ESSENTIA HEALTH EMS** for its operation in - **DEER RIVER, 115 10TH AVENUE NE, DEER RIVER, MN 56636** for four (4) years for audit purposes.
 - d. Comply with policies of the Minnesota Department of Human Services regarding social services recording and monitoring procedures, as defined in the Department of Human Services Social Service Manual, and the administrative rules of the State Agency.
 - e. If the collection of social services fees is delegated to the Contractor, the Contractor must provide the Agency with information about fees collected and the fee sources.
 - 2. Books, records, documents and accounting procedures and practices of the Contractor relative to the Agreement are subject to examination by the Agency.
- F. Bonding, Indemnity, Insurance, and Audit Clause:
- 1. Bonding: The Contractor shall obtain and maintain at all times, during the term of this Agreement, a fidelity bond covering the activity of its personnel authorized to receive or distribute monies.
 - 2. Indemnity: The Contractor agrees that it will at all times indemnify and hold harmless the Agency from any and all liability, loss, damages, costs or expenses which may be claimed against the Agency or Contractor;
 - a. By reason of any service client's suffering personal injury, death, or property loss or damages either while participating in or receiving from the Contractor the care and services to be furnished by the Contractor under this Agreement, or while on premises owned, leased or operated by the Contractor, or while being transported to or from said premises in any vehicle owned, operated, chartered or otherwise contracted for by the Contractor or his assigns; or
 - b. By reason of any service client's causing injury to another person, or damage to the property of another person during any time when the Contractor or his assigns or employee thereof has undertaken, or is furnishing the care and service called for under this Agreement.
 - c. The Contractor agrees to comply with the Agency's/Itasca County's Indemnification and Insurance Policy attached to the Agreement as Exhibit "C."
 - 3. Insurance: The Contractor further agrees, in order to protect itself and the Agency under the indemnity provisions set forth above, to at all times during the term of this Agreement, have and keep in force a professional/commercial liability insurance policy in the amount of **\$1,500,000.00** for total injuries or damages arising from any one incident and **\$3,000,000.00** general aggregate. Worker's Compensation shall be provided per Minnesota statutory limits and Employer's Liability shall be in the amount of Bodily Injury by Accident: **\$500,000.00** each Accident, Bodily Injury by Disease: **\$500,000.00** each employee, Bodily Injury by Disease: **\$500,000.00** policy limit. When transportation is provided by the Contractor, said Contractor shall have and keep in force automobile liability in the amount of **\$1,500,000.00** for bodily injury and property damage covering owned, non-owned and hired automobiles. Itasca County Health and Human Services must be named additional insured. The Contractor agrees to comply with the Agency's/Itasca County's Indemnification and Insurance Policy attached to the Agreement as Exhibit "C."
 - 4. Audit: The Contractor agrees that within sixty (60) days of the close of its fiscal year, unless a later date is agreed upon between the Agency and the Contractor, an audit will be conducted by an Accountant which will meet the requirements of the Single Audit Act of 1996, P.L. 104-156 and Office of Management and Budget, Circular No. A-133. Contractors not meeting the \$750,000 minimum requirement of expending federal dollars in a single fiscal year for single audits will be required to complete a yearly financial statement. After completion of the audit and/or financial statement, a copy of the report must be filed with the Agency. The books, records, documents, and accounting procedures of the vendor or party receiving public funds are subject to audit by the state auditor.

5. The Contractor certifies that the organization is in compliance with the workers compensation insurance requirements of Minnesota Statutes, section 176.181, subdivision 2 as reflected in the attached proof of insurance.

G. Noncompliance

1. If the Contractor fails to comply with the provisions of this Agreement, the Agency may seek any available legal remedy.
2. Either party must notify the other party within 30 days when a party has reasonable grounds to believe that this Agreement has been or will be breached in a material manner. The party receiving such notification must have 30 days, or any other such period of time as mutually agreed to by the parties, to cure the breach or anticipatory breach.

H. Independent Contractor.

1. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the Contractor as the agent, representative or employee of the Agency for any purpose or in any manner whatsoever. The Contractor is to be, and shall remain, an independent contractor with respect to all services performed under this Agreement. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement; that all personnel of the Contractor or other persons, while engaged in the performance of any work or services required by the Contractor under this Agreement, shall have no contractual agreement with the Agency and shall not be considered employees of the Agency and any and all claims that may or might arise under the Unemployment Compensation Act or the Workers Compensation Act of the State of Minnesota on behalf of said personnel arising out of employment or alleged employment, including without limitation, claims of discrimination against the Contractor, its officers, agents, contractors or employees, shall in no way be the responsibility of the Agency; and that the Contractor shall defend, indemnify and hold the Agency, its officers, agents and employees, harmless from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other person shall neither require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the County, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, workers compensation, employment insurance, disability, severance pay and PERA.

BY _____
(Director, Itasca County Health and Human Services)

BY _____
(Director, Contracting Agency)

DATED _____

DATED _____

BY _____
(Chairperson, Itasca County Board of Commissioners)

BY _____
(Chairperson, Board of Contracting Agency)

DATED _____

DATED _____



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 4, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2574

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Karin Grandia

AGENDA ITEM:

MnDOT Detour Agreement No. 1051614 for TH 65

BOARD ACTION REQUESTED:

Adopt the Resolution Re: MnDOT Detour Agreement No. 1051614, which approves the agreement and authorizes the necessary signatures.

BACKGROUND:

MnDOT will be building a roundabout at the intersection of TH 65 and TH 2 in the summer of 2023. The construction is expected to take about 3 to 4 months to complete. A detour route utilizing CSAH 74 will be required for the project. Itasca County will receive compensation for the road life consumed, which is estimated at \$4,643.78. MnDOT has drafted a detour agreement and requires the County to pass a resolution entering into this agreement.

Similar detour agreements have been reviewed and approved by the County Attorney's Office in the past.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. 2022-09-15 As Reviewed_1051614 ITASCA CO DETOUR AGREEMENT V2

10/04/2022

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 10/11/2022 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 4, 2022

RESOLUTION

RE: MnDOT DETOUR AGREEMENT NO. 1051614

BE IT RESOLVED, that Itasca County enter into MnDOT Agreement No. 1051614 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the County for the use and maintenance of County State Aid Highway No. 74 as a detour route during the construction to be performed upon, along, and adjacent to Trunk Highway No. 2 from 0.3 miles west of Trunk Highway 65 to 0.1 mile east of Truck Highway No. 200 under State Project No. 3104-62 (T.H. 2=008).

BE IT FURTHER RESOLVED, that the County Board Chair and Clerk to the County Board are authorized to execute the Agreement and any amendments to the Agreement.

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
ITASCA COUNTY
DETOUR AGREEMENT
For Trunk Highway No. 65 Detour**

State Project Number (S.P.):	<u>3104-62</u>	Original Amount Encumbered
Trunk Highway Number (T.H.):	<u>2=008</u>	<u>\$4,643.78</u>

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and Itasca County acting through its Board of Commissioners ("County").

Recitals

1. The State is about to perform grading, bituminous milling, bituminous surfacing, roundabout, ADA improvements, and lighting construction upon, along, and adjacent to Trunk Highway No. 2 from 0.30 mile west of Trunk Highway No. 65 to 0.1 mile east of Trunk Highway No. 200 under State Project No. 3104-62 (T.H. 2=008); and
2. The State requires a detour to carry T.H. 65 traffic on County State Aid Highway (C.S.A.H.) No. 74 during the construction; and
3. The County is willing to maintain the T.H. 65 detour; and
4. The State is willing to reimburse the County for the road life consumed by the detour and detour maintenance as hereinafter set forth; and
5. Minnesota Statutes § 471.59, subdivision 10, § 161.25, and § 161.20, subdivision 2(b), authorize the parties to enter into this Agreement.

Agreement

1. Agreement Between the Parties

1.1. Detour.

- A. Location(s).** The State will establish the T.H. 65 detour route on the following County road(s) as detailed in the project plans or Special Provisions:
C.S.A.H. 74 for a total distance of 4.7 miles.
- B. Modification of the Detour Route.** The State may modify the detour route or may add additional roadways to the official detour during construction. The State will request concurrence from the County for changes to the detour route. If such change increases the State's total payment amount over the maximum obligation in Article 3.3.B, the Agreement will be amended.
- C. Axle Loads and Over-Dimension Loads.** The County will permit 10-ton axle loads on the detour route.

- D. **Traffic Control Devices.** The State may install, maintain, and remove any traffic control devices it considers necessary to properly control the detoured traffic. The State may paint roadway markings, such as the centerline, edge lines, and necessary messages.
- E. **Duration.** The State will provide the County with advance notice identifying the dates the State intends to place and remove the detour signing.

1.2. **Maintenance.**

- A. The County will maintain the portion of the detour that is on County roads, and furnish all necessary labor and materials, to the satisfaction of the State's District Maintenance Engineer in Duluth.
- B. **County's Failure to Adequately Maintain.** If the County fails to adequately maintain the detour as provided in Section 2.2.A. of this Agreement, of which failure the State will be the sole judge, the State may perform such work or cause it to be performed, as the State's District Maintenance Engineer considers necessary, to properly and adequately maintain the T.H. 65 detour. The State may retain the cost of such maintenance from any moneys then due, or thereafter becoming due, to the County under this Agreement. This paragraph will not be construed to relinquish any rights of action that may accrue on behalf of the State against the County for any breach of agreement.

1.3. **Basis of State Cost.**

- A. **Road Life Consumed.** The State will reimburse the County for the road life consumed by the detour using the following methods, as set forth in the Detour Management Study Final Report dated January 1991, and updated by MnDOT's Policy on Cost Participation for Cooperative Construction Projects and Maintenance Responsibilities between MnDOT and Local Units of Government.
 - i. The "Gas Tax Method" formula, multiplies the Combined Tax Factor per mile times the Average Daily Traffic ("ADT") count of vehicles diverted from the Trunk Highway times the county road length in miles times the duration of the detour in days to determine the State's cost for the road life consumed by the detour. If an ADT changes, the parties will amend the Agreement.
 - ii. The County may, at its option, perform an "Equivalent Overlay Method" analysis. A State-approved firm, at no cost or expense to the State, must perform the testing and analysis. The County will keep records and accounts to verify any claim it might bring against the State for additional costs using the "Equivalent Overlay Method".
- B. **Maintenance Costs.** The State's detour maintenance cost will be equal to the amount computed by using the "Gas Tax Method" formula under Section 2.3.A.

2. **Payment**

The State's payment consists of the sum of the road life consumed and maintenance amounts.

- 2.1. **For Road Life Consumed.** The State's total payment for the road life consumed by the detour is equal to the amount computed by using the "Gas Tax Method" formula plus any amount determined by using the "Equivalent Overlay Method" analysis that is in excess of twice the "Gas Tax Method" amount.

The State's estimated cost for the road life consumed by the detour is based on the data below:

<u>Stage</u>	<u>Tax Factor</u>	<u>ADT</u>	<u>Road Length (Miles)</u>	<u>Duration (Days)</u>	<u>Cost</u>
	0.00513	900	4.7	107	\$2,321.89
Road Life Consumed Amount:					<u>\$2,321.89</u>

2.2. For Maintenance. \$2,321.89 is the State's estimated cost for detour maintenance based on the "Gas Tax Method" amount.

The State may retain the cost of State performed detour maintenance, as provided for in Section 2.2 of this Agreement, from any moneys then due, or thereafter becoming due, to the County under this Agreement.

2.3. Total Payment and Maximum Obligation.

- A. \$4,643.78 is the State's estimated payment for road life consumed (\$2,321.89) and maintenance (\$2,321.89).
- B. \$10,000.00 is the maximum obligation of the State under this Agreement and must not be exceeded unless the maximum obligation is increased by execution of an amendment to this Agreement.

2.4. Conditions of Payment. The State will pay the County the State's total road life consumed and maintenance payment amount after performing the following conditions.

- A. Execution of this Agreement and the County's receipt of the executed Agreement.
- B. State's encumbrance of the State's total payment amount.
- C. State's removal of all detour signs.
- D. State notifies the County of the removal of the detour signs, and the number of days the detour was in effect.
- E. State's receipt of a written request from the County for payment.

3. Release of Road Restoration Obligations

By accepting the State's road life consumed and maintenance payment plan and total payment amount, the County releases the State of its obligation, under Minnesota Statutes § 161.25, to restore the County roads used as a T.H. 65 detour to as good condition as they were before designation as temporary trunk highways.

4. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

4.1. The State's Authorized Representative will be:

Name, Title: Morris Luke, Assistant District Traffic Engineer (or successor)
Address: 1123 Mesaba Ave., Duluth, MN 55811
Telephone: (218) 725-2778
E-Mail: morris.luke@state.mn.us

4.2. The County's Authorized Representative will be:

Name, Title: Karin Grandia, County Engineer (or successor)
Address: 123 NE 4th Street, Grand Rapids, MN 55744
Telephone: (218) 327-2853
E-Mail: karin.grandia@co.itasca.mn.us

5. Assignment; Amendments, Waiver; Contract Complete

- 5.1. Assignment.** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 5.2. Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 5.3. Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 5.4. Contract Complete.** This Agreement contains all prior negotiations and agreements between the State and the County. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6. Liability

The County and State will be responsible for their own acts and omissions, to the extent authorized by law. Minnesota Statutes § 3.736 governs the State's liability. Minnesota Statutes, Chapter 466 governs the liability of the County.

7. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the County's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

8. Government Data Practices

The County and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the County under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the County or the State.

9. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

10. Termination; Suspension

- 10.1. By Mutual Agreement.** This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.
- 10.2. Termination for Insufficient Funding.** The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the County. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the County will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be

assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

10.3. *Suspension.* In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance, and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

11. Force Majeure

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

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STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15 and 16C.05.

Signed: _____

Date: _____

SWIFT Purchase Order: 3000661790

ITASCA COUNTY

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Approved:

By: **Duane Hill** Digitally signed by Duane Hill
Date: 2022.09.15 16:24:14 -05'00'

(District Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

INCLUDE COPY OF THE RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

ITASCA COUNTY

RESOLUTION

IT IS RESOLVED that Itasca County enter into MnDOT Agreement No. 1051614 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the County for the use and maintenance of County State Aid Highway No. 74 as a detour route during the construction to be performed upon, along, and adjacent to Trunk Highway No. 2 from 0.30 mile west of Trunk Highway No. 65 to 0.1 mile east of Trunk Highway No. 200 under State Project No. 3104-62 (T.H. 2=008).

IT IS FURTHER RESOLVED that the _____
(Title)
and the _____
(Title)
are authorized to execute the Agreement and any amendments to the Agreement.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Board of Commissioners of Itasca County at an authorized meeting held on the _____ day of _____, 2022, as shown by the minutes of the meeting in my possession.

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

Notary Public _____

My Commission Expires _____

(Signature)

(Type or Print Name)

(Title)



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 4, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2583

DEPARTMENT: Sheriff

TIME REQUESTED: < 5 Minutes

PRESENTER: Vic Williams

AGENDA ITEM:

Marcell Tower - AT&T 4th Amendment to Site Use Agreement

BOARD ACTION REQUESTED:

Approve and authorize signatures to the 4th Amendment of the AT&T Site Use Agreement for the Marcell/Suomi Tower.

BACKGROUND:

AT&T wishes to extend the terms of the Site Use Agreement which was signed in 2007. The automatic renewal is for five (5) additional five (5) year terms.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. 10125263 - 4th Amnd to Antenna Site Use Agmt - Legal approved 22.9.2

10/04/2022

RESULT:	RECOMMENDED FOR REGULAR	NEXT: 10/11/2022 2:30 PM
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Market: ND / SD / NE / MN / IA
Cell Site Number: MNL05013
Cell Site Name: Marcell
Fixed Asset Number: 10125263

FOURTH AMENDMENT TO ANTENNA SITE USE AGREEMENT

THIS FOURTH AMENDMENT TO ANTENNA SITE USE AGREEMENT (“**Amendment**”) dated as of the later date below is by and between the County of Itasca, State of Minnesota, having a mailing address at 440 North East 1st Street, Grand Rapids, MN 55744 (“**Landlord**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address at 1025 Lenox Park Blvd. NE, 3rd Floor, Atlanta, GA 30319 (“**Tenant**”).

WHEREAS, Landlord and Tenant (or its affiliate or predecessor in interest) entered into an Antenna Site Use Agreement dated September 12, 2007, as amended by First Amendment to Antenna Site Use Agreement dated April 1, 2009, as amended by Second Amendment to Antenna Site Use Agreement dated February 9, 2016, as further amended by Third Amendment to Antenna Site Use Agreement dated October 13, 2020, whereby Landlord leased to Tenant certain premises (“**Premises**”), therein described, that are a portion of the Site located at 1386 County Road 48, Marcell, MN 56657 (collectively, the “**Agreement**”); and

WHEREAS, the term of the Agreement will expire on September 11, 2022, and the parties mutually desire to renew the Agreement, memorialize such renewal period and modify the Agreement in certain other respects, all on the terms and conditions contained herein; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to extend the term of the Agreement; and

WHEREAS, Landlord and Tenant desire to adjust the Annual Site Use Fee in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to clarify the scope of Tenant's permitted use of the Premises; and

WHEREAS, Landlord and Tenant, desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Term.** The term of the Agreement shall be amended to provide that the current term, which commenced on September 12, 2017, shall expire on September 11, 2022 (“**Current Term**”), and commencing on September 12, 2022, will be automatically renewed, upon the same terms and conditions of the Agreement, for five (5) additional five (5) year terms (each an “**Additional Term**”). Hereafter, “**Term**” shall include the Current Term and any applicable Additional Term. The Terms will automatically renew without further action by Tenant, unless Tenant notifies Landlord in writing of Tenant’s intention not to renew the Agreement at least sixty (60) days prior to the expiration of the Current Term or any Additional Term. Landlord agrees and acknowledges that, except as such permitted use or other rights may be amended herein, Tenant may continue to use and exercise its rights under the Agreement as permitted prior to the first Additional Term.

2. **Modification of Annual Site Use Fee.** Commencing on September 12, 2022, the current Rent payable under the Agreement shall be Thirteen Thousand Four Hundred Fifty-Seven and 49/100 Dollars (\$13,457.49) per quarter, and shall continue during the Term, subject to adjustment, if any, as provided below. In the event of any overpayment of Rent prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount.

3. **Future Rent Increase / Quarterly Payments.** The Agreement is amended to provide that commencing on September 12, 2023, and every year thereafter Rent shall increase by four percent (4%) over the Rent paid during the previous year.

4. **Permitted Use.** Tenant, its personnel, invitees, contractors, agents, subtenants, or its authorized sublessees, or assigns may use the Premises, at no additional cost or expense, for the transmission and reception of any and all communications signals and to modify, supplement, replace, upgrade, expand, including but not limited to the number and type(s) of antennas, or refurbish the equipment and/or improvements thereon or relocate the same within the Premises at any time during the term of the Agreement for any reason, or in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services, or for any other reason. Landlord shall reasonably cooperate in obtaining governmental and other use permits or approvals necessary or desirable for the foregoing permitted use. If Landlord does not comply with the terms of this section, in addition to any other rights it may have at law, Tenant may terminate the Agreement and shall have no further liability to Landlord. If Landlord does not comply with the terms of this section, Tenant will have the right to exercise any and all rights may available to it under law and equity, including the right to cure Landlord’s default and to deduct the costs of such cure from any monies due to Landlord from Tenant.

5. **Removal/Restoration.** In addition to the terms set forth in the Agreement, Landlord agrees that the Communications Facility and any related equipment brought to the Premises by Tenant, its agents, contractors, predecessors in interest or subtenants, shall be and remain Tenant’s personal property or the personal property of its subtenant(s), as the case may be. Landlord waives any and all rights it may have, including any rights it may have in its capacity as Landlord under the Agreement to assert any liens, encumbrances or adverse claims, statutory or otherwise, related to or in connection with the Communications Facility or any portion thereof. Tenant, in its sole discretion, may remove the Communications Facility or any portion of the Communications

Facility at any time during the Term of the Agreement, without notice to Landlord and without Landlord's consent. Notwithstanding any terms to the contrary, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will Tenant be required to remove from the Premises or the Property any foundations or underground utilities. Tenant, may, in its sole discretion, transfer any improvements or alterations to the Premises to Landlord at any time during the Term of the Agreement without notice to the Landlord and without the Landlord's consent.

6. **Acknowledgement.** Landlord acknowledges that: 1) this Amendment is entered into of the Landlord's free will and volition; 2) Landlord has read and understands this Amendment and the underlying Agreement and, prior to execution of this Amendment, was free to consult with counsel of its choosing regarding Landlord's decision to enter into this Amendment and to have counsel review the terms and conditions of this Amendment; 3) Landlord has been advised and is informed that should Landlord not enter into this Amendment, the underlying Agreement between Landlord and Tenant, including any termination or non-renewal provision therein, would remain in full force and effect.

7. **Notices.** Paragraph 18 of the Agreement is amended as follows:

If to Landlord:

County of Itasca
440 North East 1st Street
Grand Rapids, MN 55744

8. **Sale of Site.**

(a) Landlord shall not be prohibited from the selling, leasing or use of any of the Site or the surrounding Site except as provided below.

(b) If Landlord, at any time during the Term of the Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Site or surrounding Site, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to the Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under the Agreement and reserves the right to hold payments due under the Agreement.

- i. Old deed to Site
- ii. New deed to Site
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed AT&T Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

(c) Landlord agrees not to sell, lease or use any areas of the Site or surrounding Site for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. Landlord or Landlord's prospective purchaser shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Site or the surrounding Site for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment.

(d) The provisions of this Paragraph shall in no way limit or impair the obligations of Landlord under the Agreement, including interference and access obligations.

9. Right of First Refusal. Notwithstanding any other provisions contained in the Agreement, if at any time after the Effective Date, Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with the Agreement or an offer to purchase an easement with respect to the Premises ("**Offer**"), Landlord shall immediately furnish Tenant with a copy of the Offer. Tenant shall have the right within ninety (90) days after it receives such copy to match the financial terms of the Offer and agree in writing to match such terms of the Offer. Such writing shall be in the form of a contract substantially similar to the Offer, but Tenant may assign its rights to a third party. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the ninety (90) day period, Landlord may sell, convey, assign or transfer such property interest in or related to the Premises pursuant to the Offer, subject to the terms of the Agreement. If Landlord attempts to sell, convey, assign or transfer such property interest in or related to the Premises without complying with this Paragraph 9, the sale, conveyance, assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under the Agreement and reserves the right to hold payments due under the Agreement until Landlord complies with this Paragraph 9. Tenant's failure to exercise the right of first refusal shall not be deemed a waiver of the rights contained in this Paragraph 9 with respect to any future proposed conveyances as described herein.

10. Charges. All charges payable under the Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to quarterly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of the Agreement.

11. Other Terms and Conditions Remain. In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

12. Capitalized Terms. All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Amendment to be effective as of the last date written below.

LANDLORD:

County of Itasca, State of Minnesota

TENANT:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

Its: _____

Date: _____

Date: _____

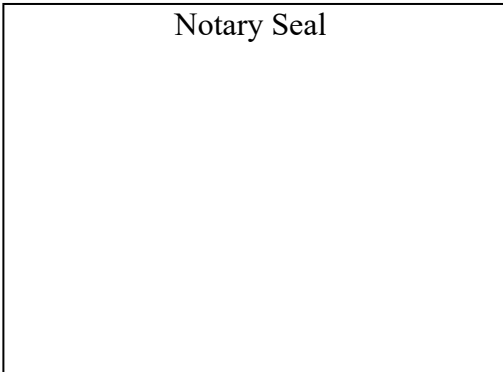
[ACKNOWLEDGEMENTS APPEAR ON THE NEXT PAGE]

LANDLORD ACKNOWLEDGEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of the **County of Itasca, State of Minnesota**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.



(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of

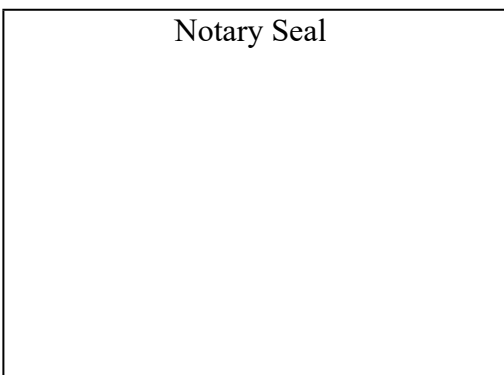
My appointment expires: _____

TENANT ACKNOWLEDGEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of AT&T Mobility Corporation, the Manager of **New Cingular Wireless PCS, LLC, a Delaware limited liability company**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.



(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of

My appointment expires: _____



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 4, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2590

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Cindy Shevich

AGENDA ITEM:

Utility Easement for T-Mobile Central LLC on Tax-Forfeited Trust Land

BOARD ACTION REQUESTED:

Approve utility easement for construction, maintenance and operation of an underground telecommunication line over and across tax-forfeited trust lands in Section 4, Township 61, Range 24 and authorize necessary signatures.

BACKGROUND:

This easement is for construction of underground telecommunication lines to Bass Lake Tower.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. T Mobile Utility Easement
2. T Mobile Utility Easement updated

10/04/2022

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 10/11/2022 2:30 PM
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ITASCA COUNTY UTILITY EASEMENT

This easement is granted this ____ day of _____, 2022, by Itasca County on behalf of the State of Minnesota in trust for the taxing districts, hereinafter referred to as the Grantor, to T-Mobile Central LLC, hereinafter referred to as the Grantee. The address of the Grantee for purposes of any notification required herein shall be 8000 W. 78th Street, Suite 400, Edina, MN 55439.

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 underground telecommunication 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 9 feet in width on the parcels hereinafter described, and from time to time to erect, maintain, repair, upgrade, rebuild, relocate, operate and patrol underground telecommunication lines, including the right to erect poles and other underground power line structures, wires, cables, telecommunication lines, 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 9 foot wide easement for utility purposes over, under and across Government Lot Two (2) Section 4, Township 61 North, Range 24 West, of the Fourth Principal Meridian, Itasca County, Minnesota, lying between 0.00 feet and 9.00 feet to the right of the following described line "C": Commencing at the Northwest corner of said Government Lot 2; thence South 84 degrees and 49 minutes 57 seconds East along the North line of said Government Lot 2, a distance of 695.03 feet; thence South 5 degrees 10 minutes 03 seconds West, a distance of 867.54 feet to the Point of Beginning of said Line "C"; thence North 57 degrees 49 minutes 54 seconds West, a distance of 20.00 feet; thence South 32 degrees 10 minutes 06 seconds West, a distance of 12.00 feet to a point hereinafter referred to as Point "A"; thence South 35 degrees 51 minutes 11 seconds West, a distance of 22.00 feet; thence North 86 degrees 30 minutes 00 seconds West, a distance of 175.00 feet; thence South 19 degrees 00 minutes 00 seconds West, a distance of 20.00 feet; thence North 90 degrees 00 minutes 00 seconds West, a distance of 9.44 feet; thence Southwesterly a distance of 58.90 feet along a tangential curve concave to the South, having a radius of 125.00 feet and a central angle of 26 degrees 59 minutes 49 seconds; thence South 63 degrees 00 minutes 11 seconds West tangent to the last described curve, a distance of 101.12 feet; thence Westerly, a distance of 42.60 feet along a tangential curve concave to the North, having a radius of 55.00 feet and a central angle of 44 degrees 22 minutes 50 seconds to the Easterly right of way line of Bass Lake Campground Road and said Line "C" there terminating. The sideline of said easement shall be shortened or lengthened to terminate at said easterly right of way line of Bass Lake Campground Road.

Together with a 9.00 foot wide easement for utility purposes over, under and across said Government Lot 2, the centerline of said easement is described as follows:

Beginning at the previously described Point "A"; thence North 57 degrees 49 minutes 54 seconds West, a distance of 22.00 feet; thence South 32 degrees 10 minutes 06 seconds West, a distance of 7.00 feet and said centerline there terminating.

*NOTE: The attached survey describes a 5.00 foot wide utility easement. However, for purposes of this utility easement located over and across tax forfeit property, a 9.00 foot wide easement is granted.

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	<u>Limits</u>
	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. **This utility line location must be signed at the property line, all angle points and at other locations as needed so that the distance between signs does not exceed 200 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 Grantor 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 Grantor, 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 Grantor. Such work shall be done without any cost whatsoever to the Grantor and shall be completed within the date specified in said written notice. The utility shall assume all liability and save the Grantor 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.

SITE SURVEY

PROPERTY DESCRIPTION:(per Quit Claim Deed Book 88, Page 129)

Lot Two (2), Section Four (4), in Township Sixty-one (61) North of Range Twenty-four (24), West of the Fourth Principal Meridian, Itasca County, Minnesota.

SCHEDULE “B” EXCEPTIONS:(per U.S. Title Solutions File No. 54817–MN1608–5034, effective date August 30, 2016.)

1–6.) Not related to the survey.

7.) Easement over Tax Forfeited Lands by County of Itasca to Boise Cascade Corporation, dated 11/15/1975 recorded 12/10/1975 in Instrument No :306351.
This document describes the centerline of a 66’ wide public road easement over Gov’t Lot 2, Sec. 4, Twp. 61 N, Rng. 24 W. This public road easement is for Bass Lake Campground Road and is as shown on the survey.

8.) Road Easement over Tax Forfeited Lands by County of Itasca to Boise Cascade Corporation, dated 11/6/1975 recorded 12/10/1975 in Instrument No :306352.
This document describes the centerline of a 66’ wide public road easement over Gov’t Lot 2, Sec. 4, Twp. 61 N, Rng. 24 W. This public road easement is for Bass Lake Campground Road and is as shown on the survey.

PROPOSED LEASE AREA DESCRIPTION:

That part of Government Lot 2, Section 4, Township 61 North, Range 24 West of the Fourth Principal Meridian, Itasca County, Minnesota, described as follows:

Commencing at the northwest corner of said Government Lot 2; thence South 84 degrees 49 minutes 57 seconds East along the North line of said Government Lot 2, a distance of 695.03 feet; thence South 5 degrees 10 minutes 03 seconds West, a distance of 867.54 feet to the Point of Beginning of the lease area to be described; thence North 57 degrees 49 minutes 54 seconds West, a distance of 20.00 feet; thence South 32 degrees 10 minutes 06 seconds West, a distance of 12.00 feet; thence South 57 degrees 49 minutes 54 seconds East, a distance of 20.00 feet; thence North 32 degrees 10 minutes 06 seconds East, a distance of 12.00 feet to the Point of Beginning.

PROPOSED ACCESS EASEMENT DESCRIPTION:

An 8.00 foot wide right of way for ingress and egress purposes over and across Government Lot 2, Section 4, Township 61 North, Range 24 West of the Fourth Principal Meridian, Itasca County, Minnesota, lying between 0.00 feet and 8.00 feet to the right of the following described Line “A”:

Commencing at the northwest corner of said Government Lot 2; thence South 84 degrees 49 minutes 57 seconds East along the North line of said Government Lot 2, a distance of 695.03 feet; thence South 5 degrees 10 minutes 03 seconds West, a distance of 867.54 feet; thence North 57 degrees 49 minutes 54 seconds West, a distance of 20.00 feet; thence South 32 degrees 10 minutes 06 seconds West, a distance of 12.00 feet to a point hereinafter referred to as Point “A” and the Point of Beginning of said Line “A”; thence South 57 degrees 49 minutes 54 seconds East, a distance of 20.00 feet said Line “A” there terminating.

TOGETHER WITH:

An 8.00 foot wide right of way for ingress and egress purposes over and across said Government Lot 2, lying between 0.00 feet and 8.00 feet to the left of the following described Line “B”:

Beginning at the previously described Point “A”; thence South 35 degrees 51 minutes 11 seconds West, a distance of 24.78 feet; thence South 14 degrees 24 minutes 12 seconds East, a distance of 18.81 feet; thence South 58 degrees 26 minutes 59 seconds East, a distance of 9.00 feet to a point hereinafter referred to as Point “B”; thence continue South 58 degrees 26 minutes 59 seconds East, a distance of 10.00 feet and said Line “B” there terminating.

TOGETHER WITH

A 20.00 foot wide right of way for ingress and egress purposes over and across said Government Lot 2, the centerline of said easement is described as follows:

Beginning at the previously described Point “B”; thence South 31 degrees 33 minutes 01 seconds West, a distance of 37.00 feet; thence North 75 degrees 53 minutes 16 seconds West, a distance of 137.36 feet; thence westerly and southwesterly a distance of 114.80 feet along a tangential curve concave to the southeast, having a radius of 160.00 feet and a central angle of 41 degrees 06 minutes 32 seconds; thence South 63 degrees 00 minutes 11 seconds West tangent to the last described curve, a distance of 88.69 feet; thence westerly, a distance of 50.97 feet along a tangential curve concave to the north, having a radius of 65.00 feet and a central angle of 44 degrees 55 minutes 28 seconds to the easterly right of way line of Bass Lake Campground Road and said centerline there terminating.

The sidelines of said easement shall be shortened or lengthened to terminate at said easterly right of way line of Bass Lake Campground Road.

PROPOSED UTILITY EASEMENT DESCRIPTION:

A 5.00 foot wide easement for utility purposes over, under and across Government Lot 2, Section 4, Township 61 North, Range 24 West of the Fourth Principal Meridian, Itasca County, Minnesota, lying between 0.00 feet and 5.00 feet to the right of the following described Line “C”:

Commencing at the northwest corner of said Government Lot 2; thence South 84 degrees 49 minutes 57 seconds East along the North line of said Government Lot 2, a distance of 695.03 feet; thence South 5 degrees 10 minutes 03 seconds West, a distance of 867.54 feet to the Point of Beginning of said Line “C”; thence North 57 degrees 49 minutes 54 seconds West, a distance of 20.00 feet; thence South 32 degrees 10 minutes 06 seconds West, a distance of 12.00 feet to a point hereinafter referred to as Point “A”; thence South 35 degrees 51 minutes 11 seconds West, a distance of 22.00 feet; thence North 86 degrees 30 minutes 00 seconds West, a distance of 175.00 feet; thence South 19 degrees 00 minutes 00 seconds West, a distance of 20.00 feet; thence North 90 degrees 00 minutes 00 seconds West, a distance of 9.44 feet; thence southwesterly a distance of 58.90 feet along a tangential curve concave to the south, having a radius of 125.00 feet and a central angle of 26 degrees 59 minutes 49 seconds; thence South 63 degrees 00 minutes 11 seconds West tangent to the last described curve, a distance of 101.12 feet; thence westerly, a distance of 42.60 feet along a tangential curve concave to the north, having a radius of 55.00 feet and a central angle of 44 degrees 22 minutes 50 seconds to the easterly right of way line of Bass Lake Campground Road and said Line “C” there terminating.

The sideline of said easement shall be shortened or lengthened to terminate at said easterly right of way line of Bass Lake Campground Road.

TOGETHER WITH:

A 5.00 foot wide easement for utility purposes over, under and across said Government Lot 2, the centerline of said easement is described as follows:

Beginning at the previously described Point “A”; thence North 57 degrees 49 minutes 54 seconds West, a distance of 22.00 feet; thence South 32 degrees 10 minutes 06 seconds West, a distance of 7.00 feet and said centerline there terminating.

SITE NUMBER: A1O0946-A
SITE NAME:
BASS LAKE
State Highway No. 1
Effie, MN 55723

1	11/3/16	REVISED PROPOSED 5' WIDE UTILITY EASEMENT			SMK BTB SMK
No.	Date	REVISIONS			By CHK APP'D
FIELD WORK:		10/7/16	CHECKED BY:	SMK	DRAWN BY: SMK

I HEREBY CERTIFY THAT THIS DOCUMENT 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.

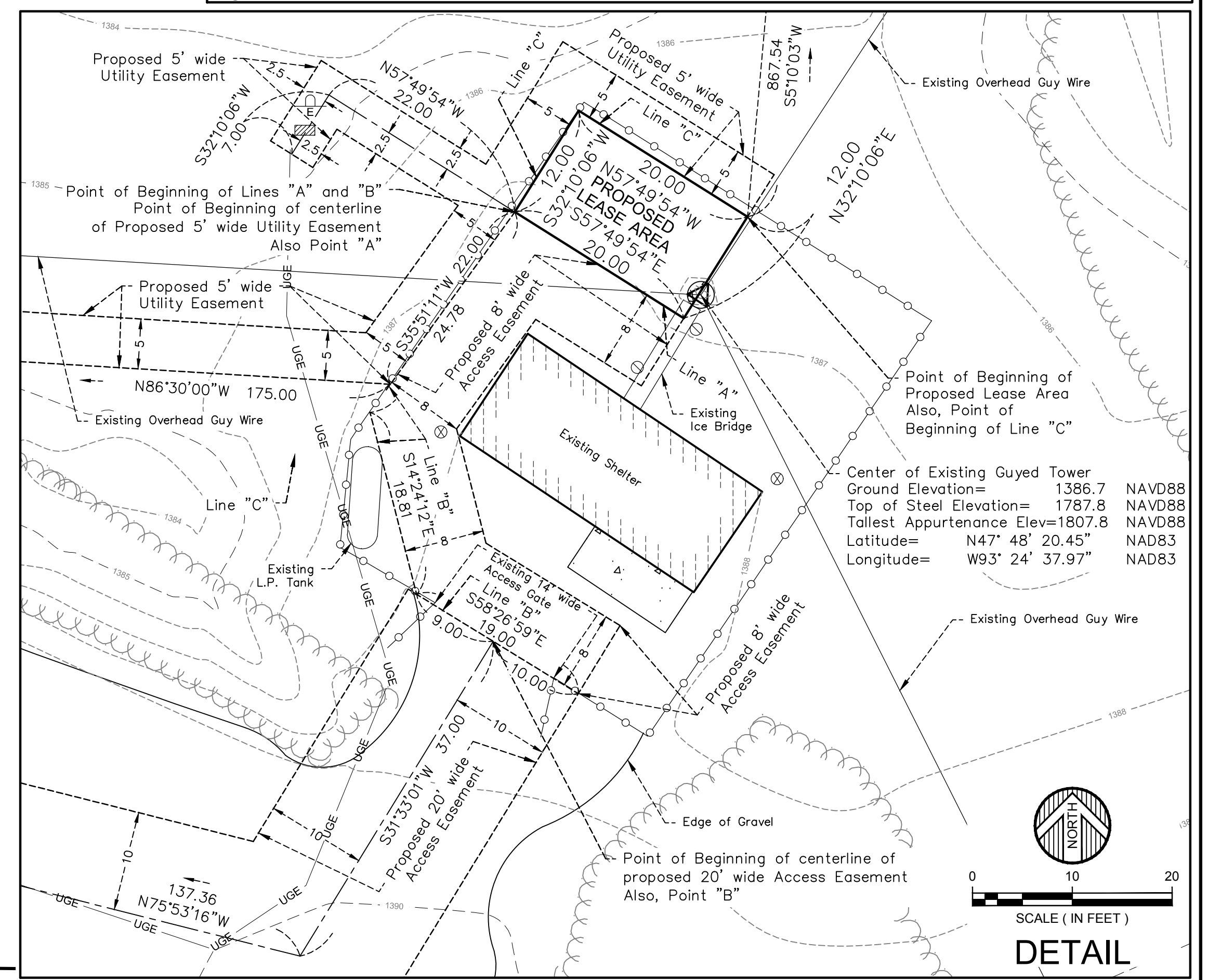
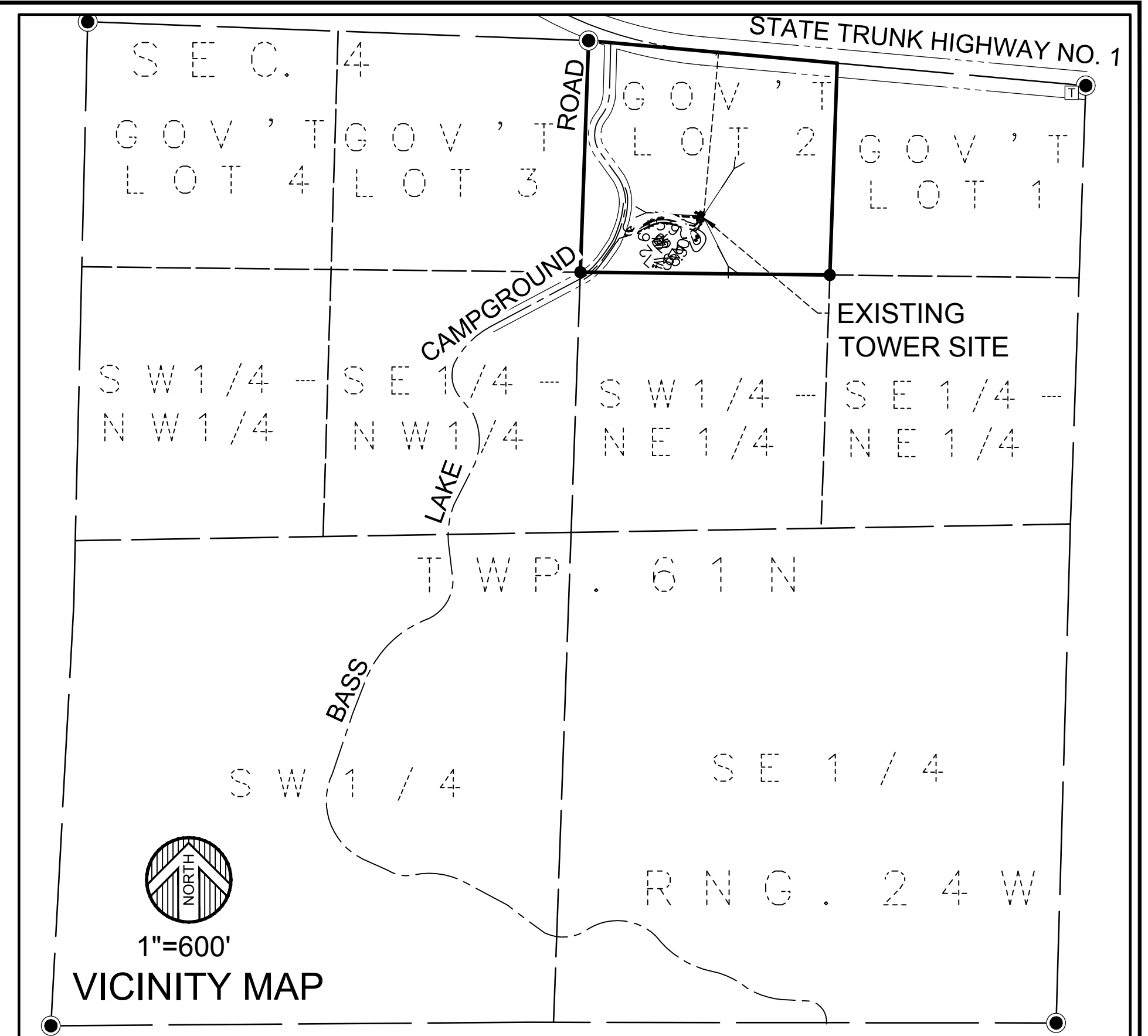
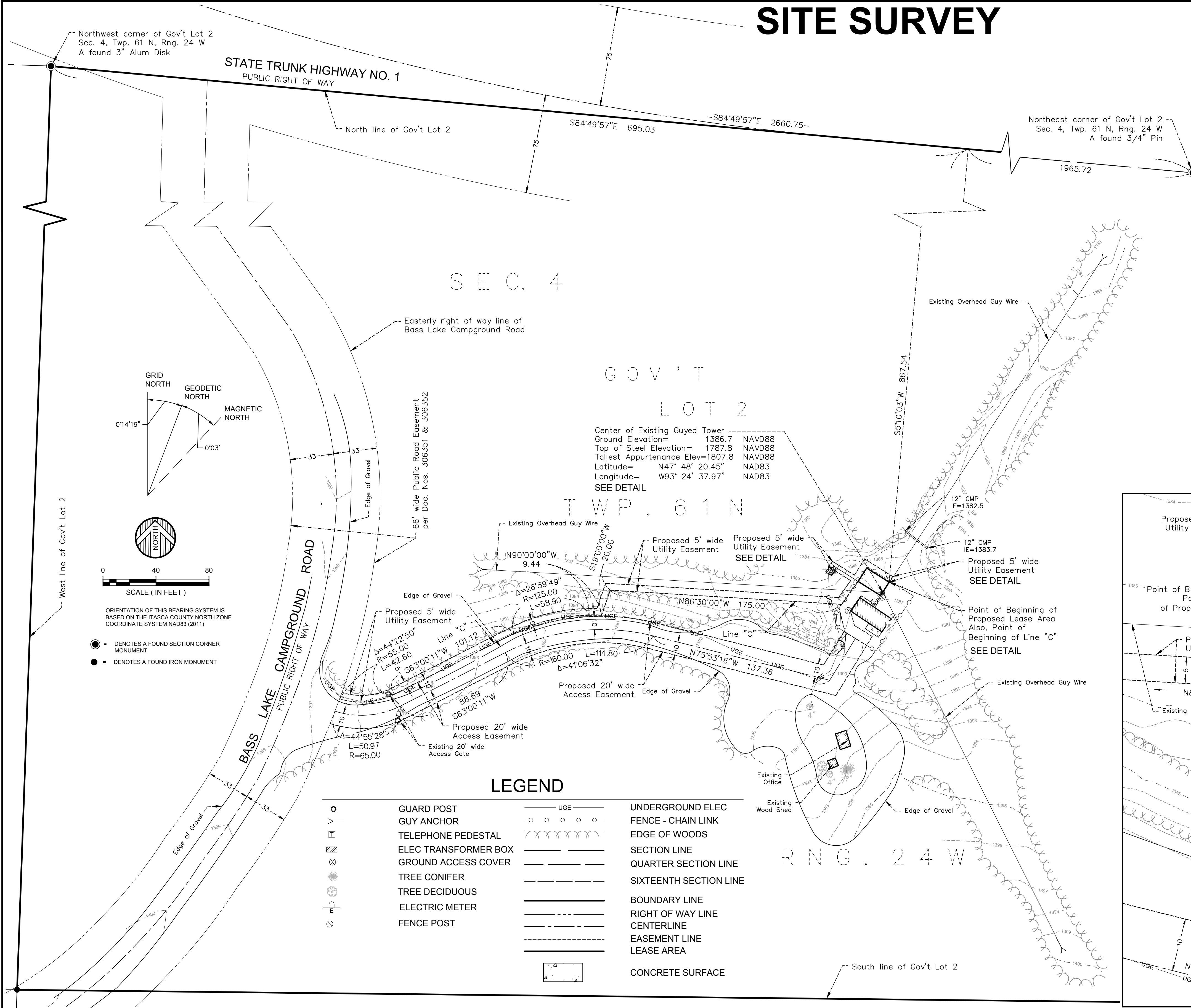
SIGNATURE: 
SHAWN M. KUPCHO, L.S.
DATE: 10/28/16 LICENSE # 49021

FULL SCALE ON 22"x34"
HALF SCALE ON 11"x17"
0494A2094.000



WIDSETH SMITH NOLTING
Engineering | Architecture | Surveying | Environmental

SITE SURVEY



SURVEYOR NOTES:

- 1.) Utilities are per observed evidence and from markings per GOPHER STATE ONE CALL Locate Request Ticket No. 162731352 dated September 29, 2016.

SITE NUMBER: A1O0946-A

SITE NAME:
BASS LAKE

State Highway No. 1
Effie, MN 55723

1	11/3/16	REVISED PROPOSED 5' WIDE UTILITY EASEMENT					SMK	BTB	SMK
No.	Date	REVISIONS					By	CHK	APP
FIELD WORK:		10/7/16	CHECKED BY:	SMK	DRAWN BY:	SMK			

I HEREBY CERTIFY THAT THIS DOCUMENT 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.

SIGNATURE: Shawn M. Kupcho
SHAWN M. KUPCHO, L.S.
DATE: 10/28/16 LICENSE # 49021

FULL SCALE ON 22"x34"
HALF SCALE ON 11"x17"

0494A2094.000

**WIDSETH SMITH NOLTING**

Engineering | Architecture | Surveying | Environmental

SHEET 2 OF 2 SHEETS

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 T-Mobile Central LLC, hereinafter referred to as the Grantee. The address of the Grantee for purposes of any notification required herein shall be 8000 W. 78th Street, Suite 400, Edina, MN 55439.

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 underground telecommunication 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 9 feet in width on the parcels hereinafter described, and from time to time to erect, maintain, repair, upgrade, rebuild, relocate, operate and patrol underground telecommunication lines, including the right to erect poles and other underground power line structures, wires, cables, telecommunication lines, 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 9 foot wide easement for utility purposes over, under and across Government Lot Two (2) Section 4, Township 61 North, Range 24 West, of the Fourth Principal Meridian, Itasca County, Minnesota, lying between 0.00 feet and 9.00 feet to the right of the following described line "C": Commencing at the Northwest corner of said Government Lot 2; thence South 84 degrees and 49 minutes 57 seconds East along the North line of said Government Lot 2, a distance of 695.03 feet; thence South 5 degrees 10 minutes 03 seconds West, a distance of 867.54 feet to the Point of Beginning of said Line "C"; thence North 57 degrees 49 minutes 54 seconds West, a distance of 20.00 feet; thence South 32 degrees 10 minutes 06 seconds West, a distance of 12.00 feet to a point hereinafter referred to as Point "A"; thence South 35 degrees 51 minutes 11 seconds West, a distance of 22.00 feet; thence North 86 degrees 30 minutes 00 seconds West, a distance of 175.00 feet; thence South 19 degrees 00 minutes 00 seconds West, a distance of 20.00 feet; thence North 90 degrees 00 minutes 00 seconds West, a distance of 9.44 feet; thence Southwesterly a distance of 58.90 feet along a tangential curve concave to the South, having a radius of 125.00 feet and a central angle of 26 degrees 59 minutes 49 seconds; thence South 63 degrees 00 minutes 11 seconds West tangent to the last described curve, a distance of 101.12 feet; thence Westerly, a distance of 42.60 feet along a tangential curve concave to the North, having a radius of 55.00 feet and a central angle of 44 degrees 22 minutes 50 seconds to the Easterly right of way line of Bass Lake Campground Road and said Line "C" there terminating. The sideline of said easement shall be shortened or lengthened to terminate at said easterly right of way line of Bass Lake Campground Road.

Together with a 9.00 foot wide easement for utility purposes over, under and across said Government Lot 2, the centerline of said easement is described as follows:

Beginning at the previously described Point "A"; thence North 57 degrees 49 minutes 54 seconds West, a distance of 22.00 feet; thence South 32 degrees 10 minutes 06 seconds West, a distance of 7.00 feet and said centerline there terminating.

*NOTE: The attached survey describes a 5.00 foot wide utility easement. However, for purposes of this utility easement located over and across tax forfeit property, a 9.00 foot wide easement is granted.

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 of One Hundred Twenty-three dollars (\$123.00) 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

- 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	<u>Limits</u>
	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. **This utility line location must be signed at the property line, all angle points and at other locations as needed so that the distance between signs does not exceed 200 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 Grantor 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 Grantor, 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 Grantor. Such work shall be done without any cost whatsoever to the Grantor and shall be completed within the date specified in said written notice. The utility shall assume all liability and save the Grantor 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 _____, 2022.

COUNTY OF ITASCA
STATE OF MINNESOTA

by _____
Itasca County Chief Deputy Auditor

State of Minnesota)
) ss
County of Itasca)

On this _____ day of _____, 2022, before me, a notary within and for said County, personally appeared Debra Davis, Chief Deputy Auditor on behalf of Jeffrey T. Walker, County 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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 4, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2188

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, October 4, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2589

DEPARTMENT: Health & Human Services

TIME REQUESTED: 10 Minutes

PRESENTER: Sarah Anderson

AGENDA ITEM:

2023 IMCare/DHS Contracts

BOARD ACTION REQUESTED:

Review and approve the 2023 Families and Children and Seniors contracts between IMCare and DHS and authorize necessary signatures.

BACKGROUND:

IMCare has been participating in 2023 contract negotiations with DHS and we are nearing completion of the process. IMCare is negotiating a Families and Children contract and a Senior contract. I will be giving a high level overview at the Board meeting and asking for approval and a signature by the Board Chair.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 4, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2592

DEPARTMENT: Land Department

TIME REQUESTED: 10 Minutes

PRESENTER: Kory Cease

AGENDA ITEM:

Discussion of Campsite Lease Lot Request

BOARD ACTION REQUESTED:

Discuss the request from campsite leaseholders for sale of tax-forfeited trust land associated with the lease. The lease is held by Dan Samsa, Kevin Healy and Joel Dixon in SENE section 12 of T62N-R24W within the Loucks-Danyluk Memorial Forest. County policy implemented since a comprehensive review of county leases from 1998-2007 is that they are to be phased out, not transferred and not sold. The request was also denied because the associated TF lands are prohibited by state law from direct sale to private entities; they are within Memorial forest which are withdrawn from sale; the lease is embedded within a large working forest (90% working forest ownership in township, 93% working forest ownership within 3 miles); the associated logging access road is a snowmobile trail in the winter; there are potential gravel resources in the area; and the area was subject to non-ferrous metallic mineral exploration lease activity in recent years.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

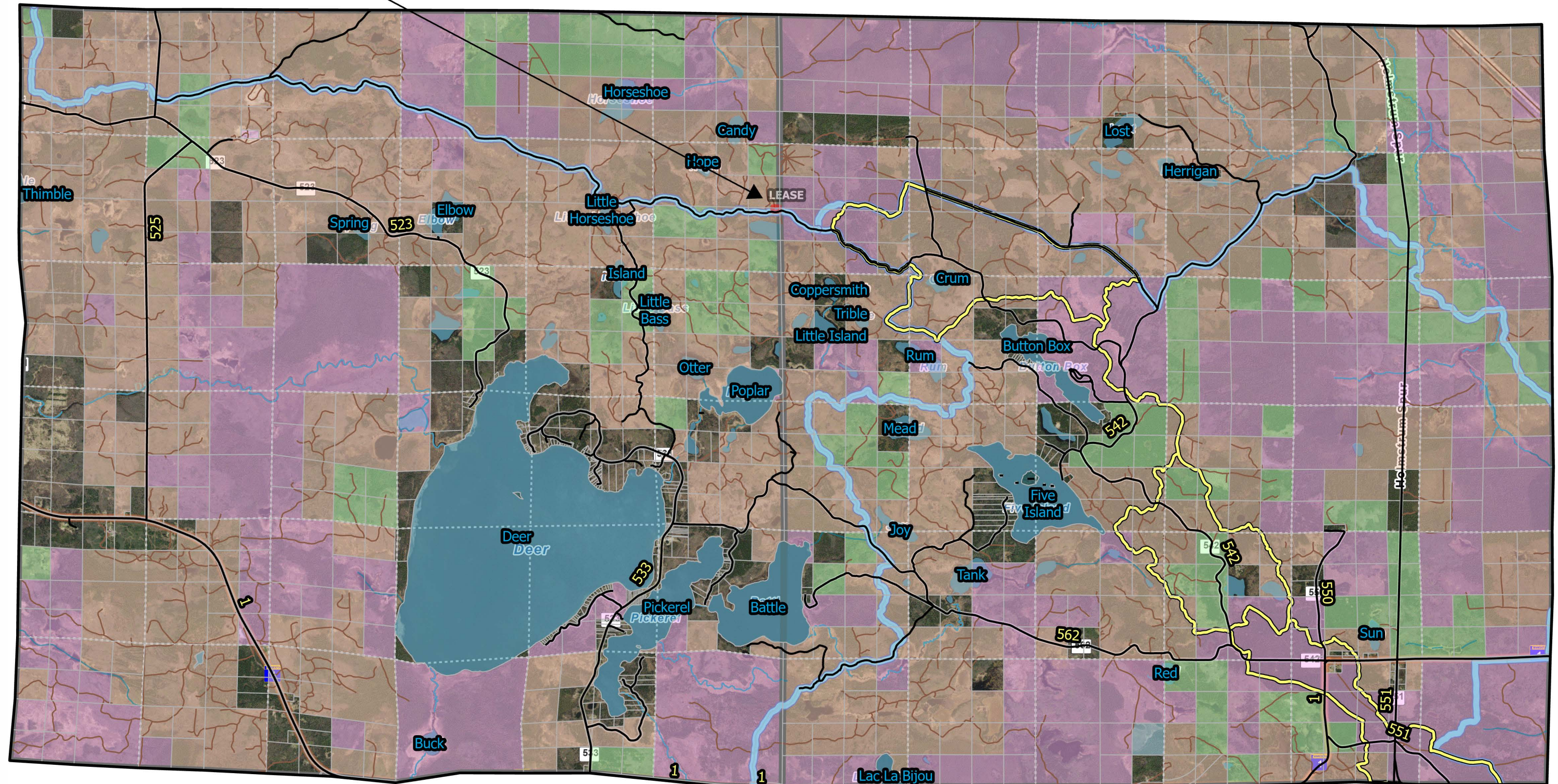
SUPPORTING DOCUMENTATION:

1. Samsa Lease_Carpenter W&C Twps
2. Itasca County Policy Summary_Shoreline and Campsite Leases
3. Samsa Lease Letter
4. NonFerrous Leases_2019
5. Comp Use Plan_Forest Fragmentation_Highlighted
6. Itasca Co Lease Presentation

10/04/2022

RESULT:	RECOMMENDED FOR DISCUSSION	NEXT: 10/18/2022 2:30 PM
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NE NESE Sect. 12 TWP 62 RNG 24



Legend

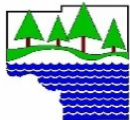


Owners

State
 Private Forest Industry
 Federal
 Tax Forfeit

Analysis of Carpenter Townships (West & Central) shows that 90% is Working Forest ownership and 10% is private ownership. This is an area covering 42,920.5 forested (non-water) acres.





Itasca County Shoreland and Campsite Leases -Policy Summary and Objectives-

Lease Policy Summary: Itasca County's shoreline and campsite leases are renewed annually, and do not lease a tract of land but instead lease the right to camp or place nonpermanent structures at a specified location for a one-year period. From 1998 through 2007, all county shoreland campsite leases were evaluated and those that met certain state and county-wide objectives were discontinued through legislatively authorized sales. Consequently, the remaining shoreland and campsite leases do not allow addition or transfer of lessees, and all such leases will not continue longer than the date of death of the last listed lessee. In summary, Itasca County's long-term lease policy objectives are therefore to:

- Phase out private use leases such as shoreland, cabin site, homesite, commercial, etc.
- Minimize the number of private leases.
- To not create new private leases and to discontinue current leases as opportunities arise.
- To not sell public lands associated with remaining leases.

Itasca County's lease policies outline objectives that achieve the following goals:

- Minimize private leases as a source of land use conflicts and problems with road maintenance, compliance with development limits & fees, deteriorating structures, accumulation of garbage, encroachment on public lands, timber trespass and other trespass issues, etc.
- Minimize private lease interests conflicting with public land interests/ benefits, which can result in:
 - causing impacts and conflicts with other important public land uses such as recreation trails, logging, gravel extraction, hunting, forest roads, etc.,
 - discouraging or preventing public use of public lands associated with the lease, and
 - displacing vulnerable habitat, especially in riparian, shoreline or sensitive areas.
- Minimize lessees receiving a private benefit from public resources that are not equitably available to the rest of the public; as other citizens desiring these leases are unfairly denied the same benefit.
- Minimize lease fees which are low relative to those on private lands and generally don't cover county administrative costs.
- Lease public lands only for a clear public benefit, especially where there is a need to prioritize certain land use(s) on a parcel.
- Comply with MN Statute 282.01 which prohibits direct sale of tax-forfeited trust land to private entities, including current lease holders.

Land Use Policy Summary: Itasca County comprehensive land use and land management policies address the sale of public forestlands associated with county cabin and shoreland leases. Many of the forestlands associated with the county's remaining leases are working forests that are actively managed to generate a steady, sustainable supply of renewable forest products while also protecting the environment, and a key objective is to maintain existing tracts of working forests and not fragment/convert them into other land uses such as private development. Itasca County's comprehensive land use framework recognizes that such unplanned land development often results in conflicting land uses or undesirable impacts on natural resources. It also recognizes the value of consolidating and retaining contiguous tracts of working forest lands and undeveloped public shoreland in the county.

Itasca County's land use and land management policies outline objectives that achieve the following goals:

- Maintain active management of working forests and increased efficiency of land management operations.
- Reduce public costs in providing services and infrastructure to remote, isolated private lands.
- Minimize forest fragmentation and the creation of small private tracts within larger forestland tracts.
- Strategically consolidate working forest land ownership into large contiguous blocks of forestlands (public and/or private industrial) within the county.
- Retain contiguous tracts of working forests intact, and to steer private development toward areas adjacent to developed private lands with existing infrastructure and services such as along developed road corridors, etc.
- Minimize the negative impacts from: forest fragmentation; land uses and development that are incompatible with public natural resource use of surrounding lands; landowner conflicts; increased costs in providing public services; and reduced public benefits.
- Sustain the existing private property tax base within the county, while maintaining a stable long-term working forest land base within the county.

May 16th, 2022

Mr. Ben DeNucci
Itasca County Commissioner
District 5
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Dear Commissioner DeNucci and Fellow Commissioners:

I am writing to you as a follow-up to our joint meeting with the Itasca County Land Commissioner as well our discussion.

As you are aware, the Potato Lake Hunting Lodge has a cabin site lease at S1/2 of SE-SE-SE-NE Section 12, TWP 062, Range 24. The date of inception of this Special Use Lease was January of 1973. However, we have been coming to this cabin site through various family members since 1968.

The cabin site lease encompasses approximately 2 acres off of the Horseshoe Forest Trail which is a minimally maintained road. We pay both property taxes as well as a Special Use Lease annually. The taxable market value of this cabin in 2021 was \$31,300. I have included a drawing as well as the valuation notice.

We are respectfully requesting the ability to acquire this small acreage that the cabin resides on. This can be accomplished either through a direct purchase which the county could determine the appropriate value or we could purchase adjacent land to a county parcel and trade that acreage for the two acres we are looking to acquire. We would like to make some improvements to the building which would increase the taxable value of the property.

When we met with the Land Commissioner to discuss this he had two concerns: First, he was concerned if this land was purchased or traded to us, we would ask for the county to bring utilities into the site. I am not sure if he realized the location of this parcel but it is located approximately 7 miles from the intersection of Highway 1 on a minimally maintained road. This is totally unrealistic for anyone to request this let alone afford this. We would also stipulate to this in a purchase/trade agreement.

Second, he was concerned that the county would be giving up 2 acres in the middle of a working forest. This too is also a non-issue as this parcel abuts and is contiguous to 80 acres of a designated scientific area through the State of Minnesota. There would be no separation between this parcel the designated one for the State

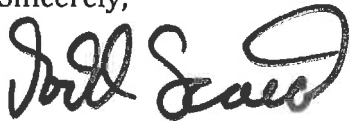
of Minnesota. We are also surrounded by both State and County land which was logged off next to this parcel in approximately 2010.

As I had opened, this cabin has been with us for many decades and generations and we would like to be able to continue this. In addition, we are the stewards of these beautiful forests that we are blessed to have in Northern Minnesota, making sure they are well kept, maintained and not abused.

In closing, this Cabin Lease is a unique situation that we hope you will give special consideration to.

Thank you for your time and consideration of this proposal. I look forward to hearing back from you.

Sincerely,

A handwritten signature in black ink, appearing to read "Todd Scaia". The signature is fluid and cursive, with the first name "Todd" and last name "Scaia" clearly distinguishable.

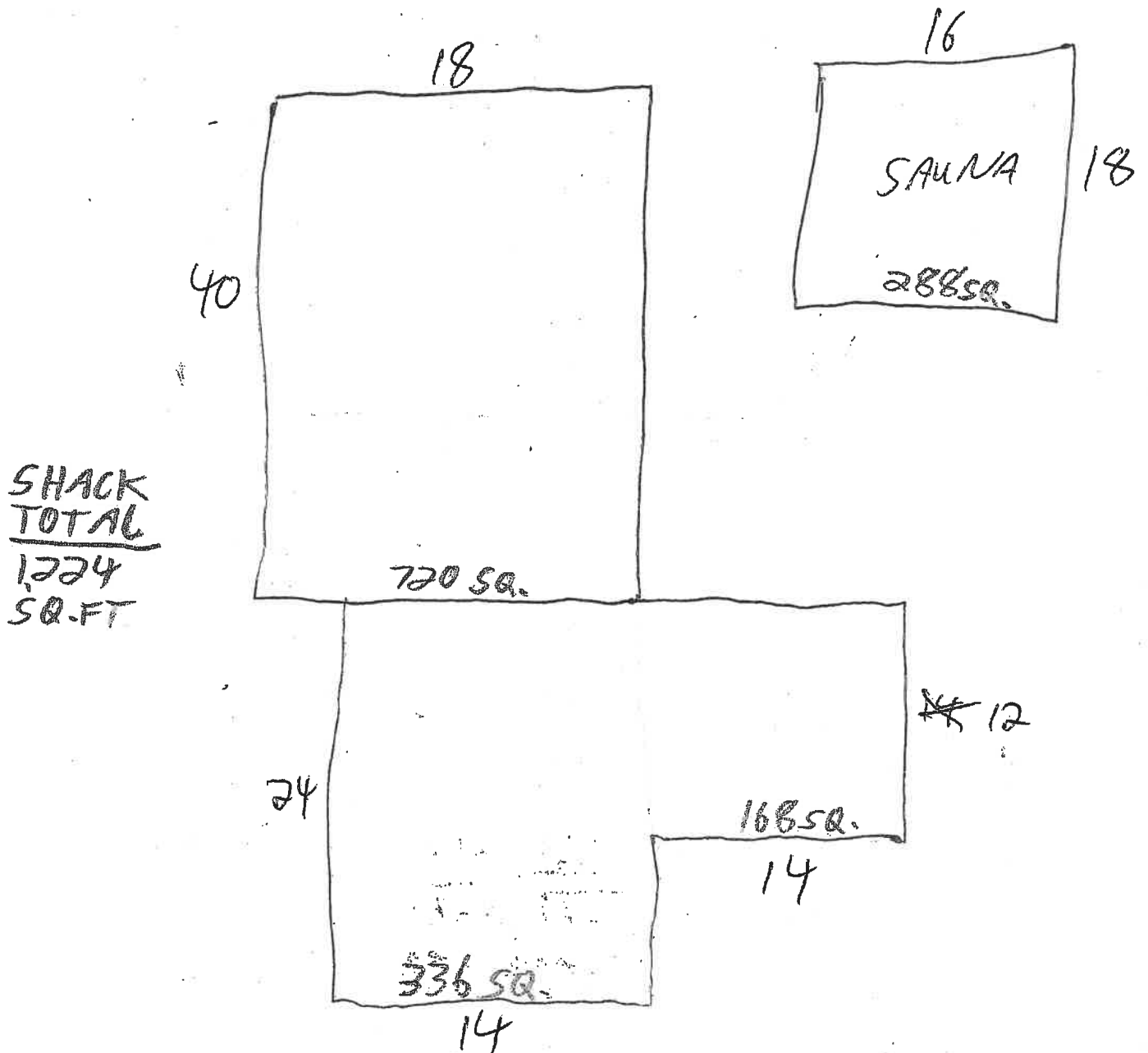
Todd Scaia,
President Potato Lake Hunting Lodge

3-12
1607

- FIRE NO ~~1750A~~

HORSESHOE FOREST TRAIL

- ROAD NAME



(BEARVILLE FIRE DEPT. - 14 MILES) - NEAREST DEPT.

PRE-SORTED
FIRST CLASS MAIL
U.S. POSTAGE PAID
DULUTH, MN
PERMIT NO 705

PROPOSED TAXES 2021

THIS IS NOT A BILL. DO NOT PAY.

ITASCA COUNTY
Itasca County
Auditor/Treasurer
123 NE Fourth Street
Grand Rapids MN 55744
www.co.itasca.mn.us

Taxpayer # 17709

FORWARD SERVICE REQUESTED
NASI, ARVID & SAMSA, DAN
7575 POTAMI RD
SIDE LAKE MN 55781

JBAZSP1 55781



Property Information

Property ID: 10-960-0105
NASI, ARVID & SAMSA, DAN

Property Description:
PERSONAL PROPERTY
Sec:12 Twp: 62.0 Rg:24
TF LEASE APPROXIMATELY 1 ACRE SQUARE IN S 1/2
OF SE 1/4 OF SE 1/4 OF SE NE

**The time to provide feedback on
PROPOSED LEVIES is NOW**

It is too late to appeal your value without
going to Tax Court.

VALUES AND CLASSIFICATION			
Taxes Payable Year		2020	2021
Step 1	Estimated Market Value	31,300	31,300
	Homestead Exclusion	0	0
	Other Exclusions	0	0
	Taxable Market Value	31,300	31,300
	Class:	SEASONAL	SEASONAL
PROPOSED TAX			
Step 2	Property Taxes before credits		328.00
	School building bond credit		.00
	Agriculture market value credit		.00
	Other credits		.00
	Property Taxes after credits		328.00
Step 3	PROPERTY TAX STATEMENT		
	Coming in 2021		

Proposed Property Taxes and Meetings by Jurisdiction for Your Property

Contact Information	Meeting Information	Actual 2020	Proposed 2021
State General Tax	No public meeting	22.53	22.53
ITASCA COUNTY AUDITOR/TREASURER 123 NE 4TH STREET GRAND RAPIDS MN 55744 218-327-2860 www.co.itasca.mn.us	DEC 8, 2020 6:00 PM ITASCA CO BOARD ROOM 123 NE 4TH STREET GRAND RAPIDS MN	214.19	200.20
CARPENTER TWP LARRY SALMELA, CLERK 22838 ROLLER COASTER ROAD EFFIE MN 56639 218-780-9712 meadlake.larry@gmail.com	NO MEETING SCHEDULED BUDGET SET AT YOUR ANNUAL TOWN MEETING	.00	.00
School District: 318 Voter Approved Levies		21.20	19.10

ITASCA COUNTY

Amber V Peratalo
Itasca County Assessor
123 NE 4th St
Grand Rapids MN 55744
218-327-2861
www.co.itasca.mn.us

VALUATION NOTICE

2021

2020 Values for Taxes Payable in

Date printed: 03/19/2020

Property tax notices are delivered on the following schedule:

Step 1 Valuation and Classification Notice		
1	Class: Seasonal-Res-Recreational	
	Estimated Market Value:	31,300
	Homestead Exclusion:	
	Taxable Market Value:	31,300

See Details
Below

Step 2 Proposed Tax Statement		
2	2020 Tax:	
	2021 Proposed:	Coming November 2020
	Change:	

Step 3 Property Tax Statement		
3	1st Half Taxes:	
	2nd Half Taxes	Coming March 2021
	Total Taxes Due in 2021	

TAXPAYER ID: 17709
NASI, ARVID & SAMSA, DAN
7575 POTAMI RD
SIDE LAKE MN 55781-8459

C 32
S 16161



The time to appeal or question your
CLASSIFICATION or VALUATION
is NOW!

It will be too late when proposed
taxes are sent.

How to Respond

If you believe your valuation
and property class are
correct, it is not necessary
to contact your assessor or
attend any listed meetings.

If the property information
is not correct, you disagree
with the values, or have
other questions about this
notice, **please contact your
assessor first to discuss
any questions or concerns.**
Often your issues can be
resolved at this level. If
your questions or concerns
are not resolved, more
formal appeal options are
available.

**Please read the back of
this notice for important
information about the
formal appeal process.**

Property Information

Property ID: 10-960-0105
TaxDescription: 10
CARPENTER TWP
PERSONAL PROPERTY
Sec 12 Twp 62.0 Rg 24 Acres .00
TF LEASE APPROXIMATELY 1 ACRE SQUARE IN S 1/2

Property Classification

The assessor has determined
your property's classification(s) to
be:

Seasonal-Res-Recreational

Seasonal-Res-Recreational

☐ If this box is checked, your classification has changed from last year's assessment.

The assessor has estimated your property's market value to be:

Estimated Market Value (EMV): 31,300 31,300

Several factors can reduce the amount that is subject to tax:

Green Acres Value Deferred:
Rural Preserve Value Deferred:
Aggregate Resource Deferral:
Platted Vacant Land Exclusion:
This Old House Exclusion:
Disabled Veterans Exclusion:
Mold Damage Exclusion:

Homestead Market Value Exclusion:

Taxable Market Value: 31,300 31,300

The following values (if any) are reflected in your estimated and taxable market values:

JOBZ Exclusion:

New Improvement Value:

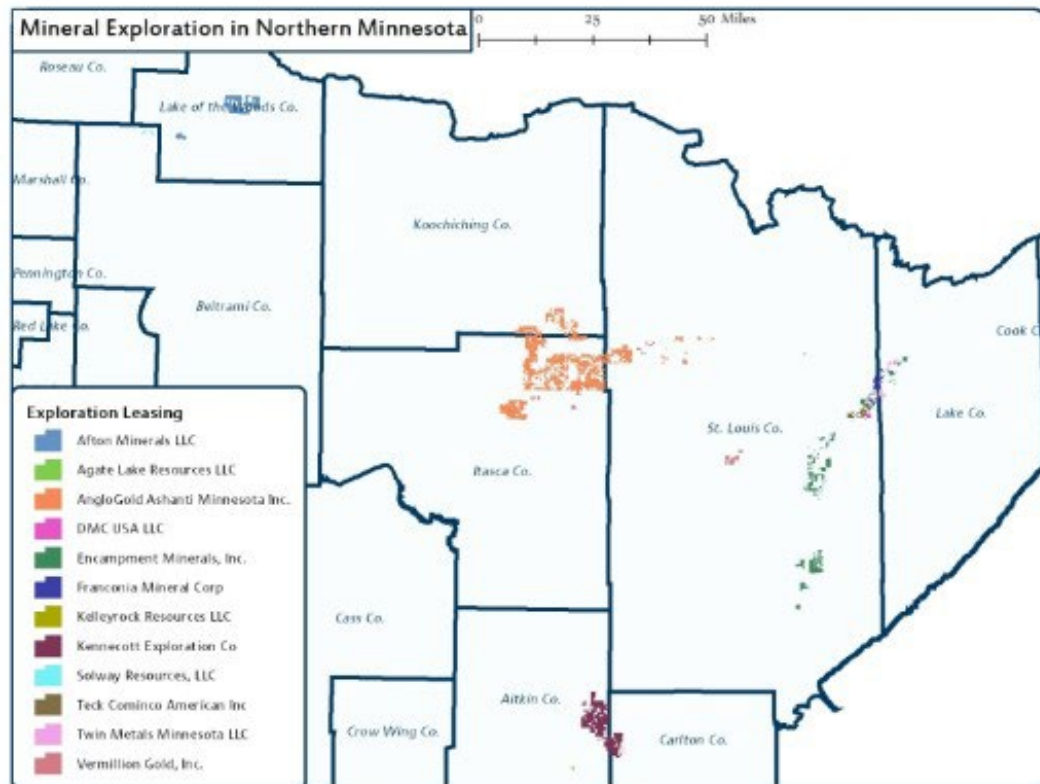
The classification(s) of your property affect the rate at which your value is taxed.

The following meetings are available to discuss or appeal your value and classification:

Local Board of Appeal and Equalization

TUESDAY APRIL 21, 2020 - 1:00 PM
CARPENTER TOWN HALL ON THE NORTH SIDE OF HIGHWAY #1

MINNESOTA MINERAL EXPLORATION



County	Company	Total lease acres	2018 footage drilled
Aitkin		22444	16099
	Kennecott Exploration	22204	16099
	Kellyrock Resources	240	0
Beltrami		558	0
	Solway Resources	558	0
Carlton		7480	0
	Kennecott Exploration	7480	0
Itasca		72253	3675
	AngloGold Ashanti MN	70170	3675
	Vermillion Gold	2083	0
Koochiching		12642	0
	AngloGold Ashanti MN	12642	0
Lake			
	Encampment Minerals	2038	0
	Franconia Mineral	13567	0
	Twin Metals MN	2285	0
Lake of the Woods		14816	0
	Afton Minerals	14816	0
Saint Louis		42777	744
	Agate Lake Resources	133	0
	AngloGold Ashanti MN	11118	744
	DMC USA	558	0
	Encampment Minerals	20824	0
	Franconia Mineral	3168	0
	Teck Cominco American	3350	0
	Vermillion Gold	3626	0
No active exploration leasing in Becker, Cass, Cook, Clearwater, Crow Wing, Hubbard, and Pine Counties			

Purpose and Scope

A comprehensive land use plan is the policy framework Itasca County will use to guide its land use activities over the next twenty years (2020). Unplanned development often results in conflicting land uses or undesirable impacts on natural resources. This Comprehensive Land Use Plan describes the priorities and choices made by Itasca County citizens during an eighteen-month participatory process in 1998 -1999 and subsequent updates in 2007 and 2012. The plan sets broad goals to direct the future growth and development of the County in the following issue areas: cooperation, measurability, natural resources, housing and settlement patterns, agriculture, commercial and industrial development, recreation, and transportation.

III. Natural Resources Goal

- F. ***Forest Fragmentation Objective*** - Minimize fragmentation of large contiguous tracts of natural resource lands.
1. ***Acquisition*** - Acquire through purchase or exchange isolated tracts of private land surrounded by large contiguous tracts of public land and/or other lands dedicated to long term natural resource use.
 2. ***Conservation mechanisms*** - Consider conservation mechanisms that ensure that private lands within large tracts of natural resource lands will continue to provide natural resource benefits.
 3. ***Land use conflicts*** - Discourage development of lands within large contiguous tracts of natural resource lands in a manner that will create land uses that conflict with natural resources (residential development, agriculture, industrial sites, amusement parks, golf courses).
 4. ***Consolidation of development*** - Encourage residential and commercial development to occur in areas already fragmented by housing, urban uses, and existing road corridors to minimize adverse impacts and cost of public services.
 5. ***Clustering*** - Encourage clustering rather than dispersion of development.
 6. ***Private forest industry lands*** - Continue to monitor status of private industrial forest lands and intentions of industrial forest landowners to sell land holdings in the county.
 7. ***Forest land retention*** - Support retention of industrial forest lands as natural resource land through conservation easements, or purchase by a public agency or other industrial forest company.

VI. Commercial / Industrial Goal

A. **Forest Products Industry Objective** - Support the continuation and expansion of the forest products industry.

1. **Forest management** - Promote and maintain healthy forests.
 - a. **Sustainable forestry** - Promote long-term sustainable forestry practices.
 - b. **Management guidelines - private land** - Continue to support incentives to private landowners enrolled in Sustainable Forest Incentive Act, 2c Managed Forest Tax Class.
 - c. **Management guidelines - public land** - Maintain certification of county managed lands.
 - d. **Prevention measures** - Take measures to prevent the spread of invasives, insects and diseases and encourage compliance with proposed firewood restrictions.
 - e. **Harvest** - Allow for sustainable forest management (timber harvest and reforestation) in areas where disease or infestations, or natural disasters (wind, fire) have caused significant loss of trees.
 - f. **Private land** - Encourage sustainable forest management, including timber harvest and reforestation on private lands.
2. **Prevent fragmentation** - Designate large blocks of forestland as “Natural Resource Areas” and discourage subdivisions and development within them.
3. **Forest lands** - Support conservation easements and similar mechanisms that allow forest products and land holding companies to retain lands for forest management contingent upon such land being managed for forest products and open for public use.
4. **New products** - Support development of new value-added forest products and production techniques.
5. **Biomass** - Support new market opportunities and research related to biomass, including value-added processing of the biomass resource.
6. **Secondary forest products** - Look for opportunities to support harvest of secondary or specialty forest products.
7. **Multiple use** - Encourage multiple uses of public and private forestlands for timber, recreation, and wildlife; and stress the benefits to our economy.
8. **Productivity of the forest** - Enhance the productivity and quality of the forest in an ecologically sustainable manner and within forest certification guidelines.

Glossary

Clustering or Clustered - a development pattern and technique whereby structures or building sites are arranged in close proximity to one another in non-linear groups, adjacent to permanently preserved common open space, so as to make efficient and visually aesthetic use of the natural features of the landscape and maximize visualization of permanently preserved open space.

Forest Fragmentation - Interspersing contiguous tracts of forest with conflicting land uses.

Fragmentation - The process of reducing a whole through the removal of a part or through the division of the whole. Applied to fragmentation of land cover by removing a portion of a large area of one type of land cover. Applied to fragmentation of land ownership by transferring ownership of a large tract of land to multiple owners of smaller portions.

Infrastructure - Facilities and services needed to sustain industry, residential, commercial, and all other land use activities. Includes water, sewer, and other utilities, streets and roads, communications, and public facilities such as firehouses, parks, and schools.

Land Use – The use of land and structures thereupon for various distinct purposes.

Natural Resource Land - Land managed for natural resources such as timber, wildlife, gravel, wildland recreation, environmental protection and the like.

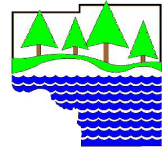
Itasca County Shoreland and Campsite Leases

Itasca County's Lease Policies:

- ❑ -Policies developed through county-wide reviews, board actions ('01 & '07) and through public input in County Land and Forest Management Plans ('09 & '19).
- ❑ -Leases are renewed annually, and do not lease a tract of land but instead lease the right to camp or place nonpermanent structures at a specified location for a one-year period.
- ❑ -Most of the leases were established in the 1960's through the 1970's.
- ❑ -Approximately 60 leases are remaining, there were several hundred at one time.

2009 LAND MANAGEMENT PLAN

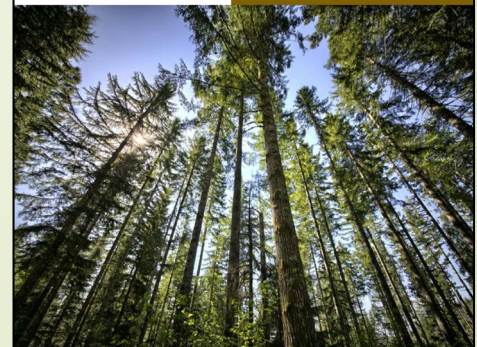
Itasca County Land Department



1177 LaPrairie Avenue
Grand Rapids, MN 55744-3322
218-327-2855 • Fax: 218-327-4160

2019

Itasca County Forest Management Plan





Itasca County Shoreland and Campsite Leases

Itasca County's Lease Policies:

- ❑ -From 1998 through 2007, all county shoreland & campsite leases were evaluated and those that met certain state and county-wide objectives were divested from through legislatively authorized sales.
- ❑ -Consequently, the remaining shoreland and campsite leases do not allow addition or transfer of lessees, and all such leases will not continue longer than the date of death of the last listed lessee.
- ❑ - MN Statute 282.01 prohibits direct sale to private entities, including lease holders.



Itasca County Shoreland and Campsite Leases

Itasca County's lease policies achieve the following goals:

- ❑ -Minimize private lease interests conflicting with public land interests/ benefits, which can result in:
 - causing impacts/conflicts with other public land uses such as:
 - recreation trail uses
 - logging activities
 - gravel extraction
 - public recreation/hunting
 - forest road use/ damage
 - discouraging/preventing public use of public lands associated with lease
 - displacing vulnerable habitat, riparian, shoreline or sensitive areas



Itasca County Shoreland and Campsite Leases

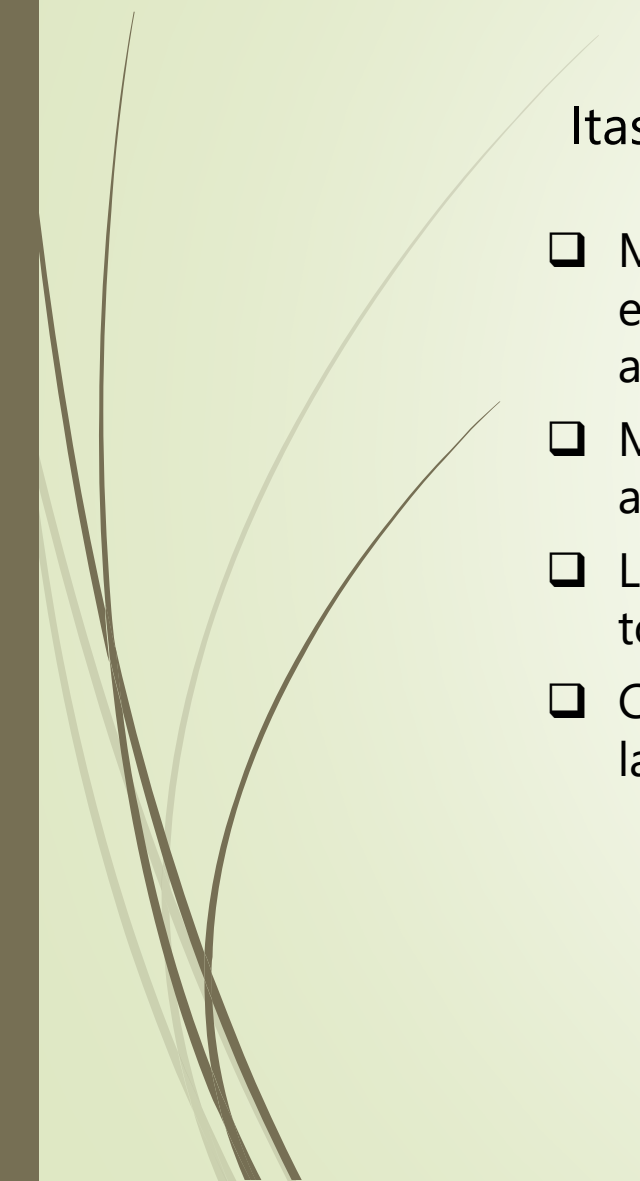
Itasca County's lease policies are to achieve the following goals:

- ❑ -Minimize private leases as a source of land use conflicts/problems with:
 - road maintenance
 - compliance with zoning, development limits & fees
 - deteriorating structures
 - accumulation of personal property and/or garbage
 - encroachment onto adjacent public lands
 - timber trespass and other trespass related issues



Itasca County Shoreland and Campsite Leases

Itasca County's lease policies are to achieve the following goals:

- ☐ Minimize lessees receiving a private benefit from public resources that are not equitably available to the rest of the public; as other citizens desiring such leases are unfairly denied the same benefit.
 - ☐ Minimize leases which have fees that are low relative to those on private lands and generally don't cover county administrative costs.
 - ☐ Lease public lands only for a clear public benefit, especially where there is a need to prioritize certain land use(s) on a parcel.
 - ☐ Comply with MN Statute 282.01 which prohibits direct sale of tax-forfeited trust land to private entities, including current lease holders.
- 



Itasca County Shoreland and Campsite Leases

Itasca County's lease long-term policy objectives are to:

- ☐ -Phase out private use leases such as shoreland, cabin site, homesite, commercial, etc.
 - ☐ -Minimize the number of private leases.
 - ☐ -To not create new private leases and to discontinue current leases as opportunities arise.
 - ☐ -To not sell public lands associated with remaining leases.
- 



Memorial Forest in Carpenter Township

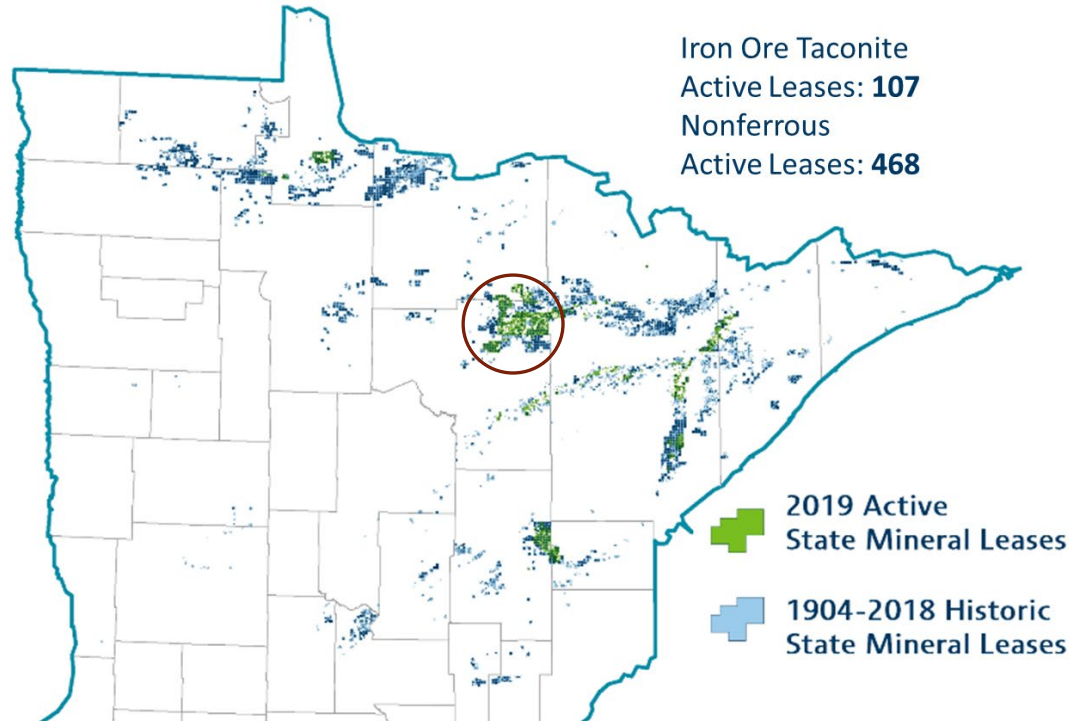
December 1, 1946 & August 3, 1948

State of MN tax-forfeited trust land in Carpenter Township set aside as a memorial forest and named the *Loucks-Danyluk Memorial Forest*.

- This is the first board action designating memorial forest in Itasca County and the first board action naming a memorial forest in honor of fallen resident soldiers.
 - Staff Sargeant **Emmet Loucks** died in February, 1945.
 - 2nd Lieutenant **Franklin Danyluks** died in July, 1943.
- Memorial Forest lands have been deemed more suitable for forest purposes than for any other purpose and are to be managed on forestry principles.

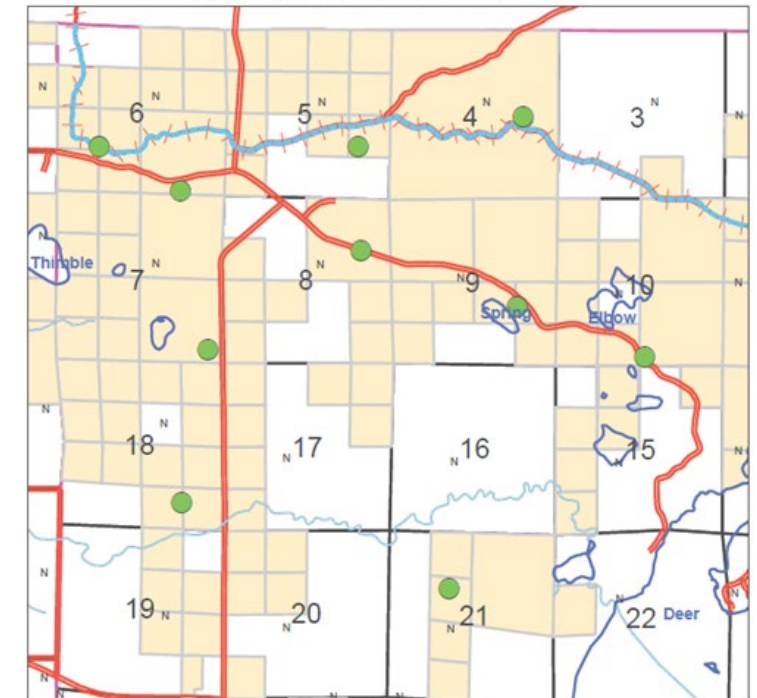
Memorial Forest in Carpenter Township

History Of State Mineral Leasing



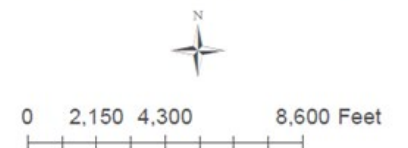
Source: MN DNR Lands and Minerals

EXHIBIT A: DRILL SITES & ACCESS NW DEER LAKE AREA S.4,5,6,7,8,9,10,18,21; T62N, R24W



Legend

- ANGLO_GOLD DRILL SITES
- Forest Roads
- County Roads
- - - Snowmobile Trails



Memorial Forest in Carpenter Township

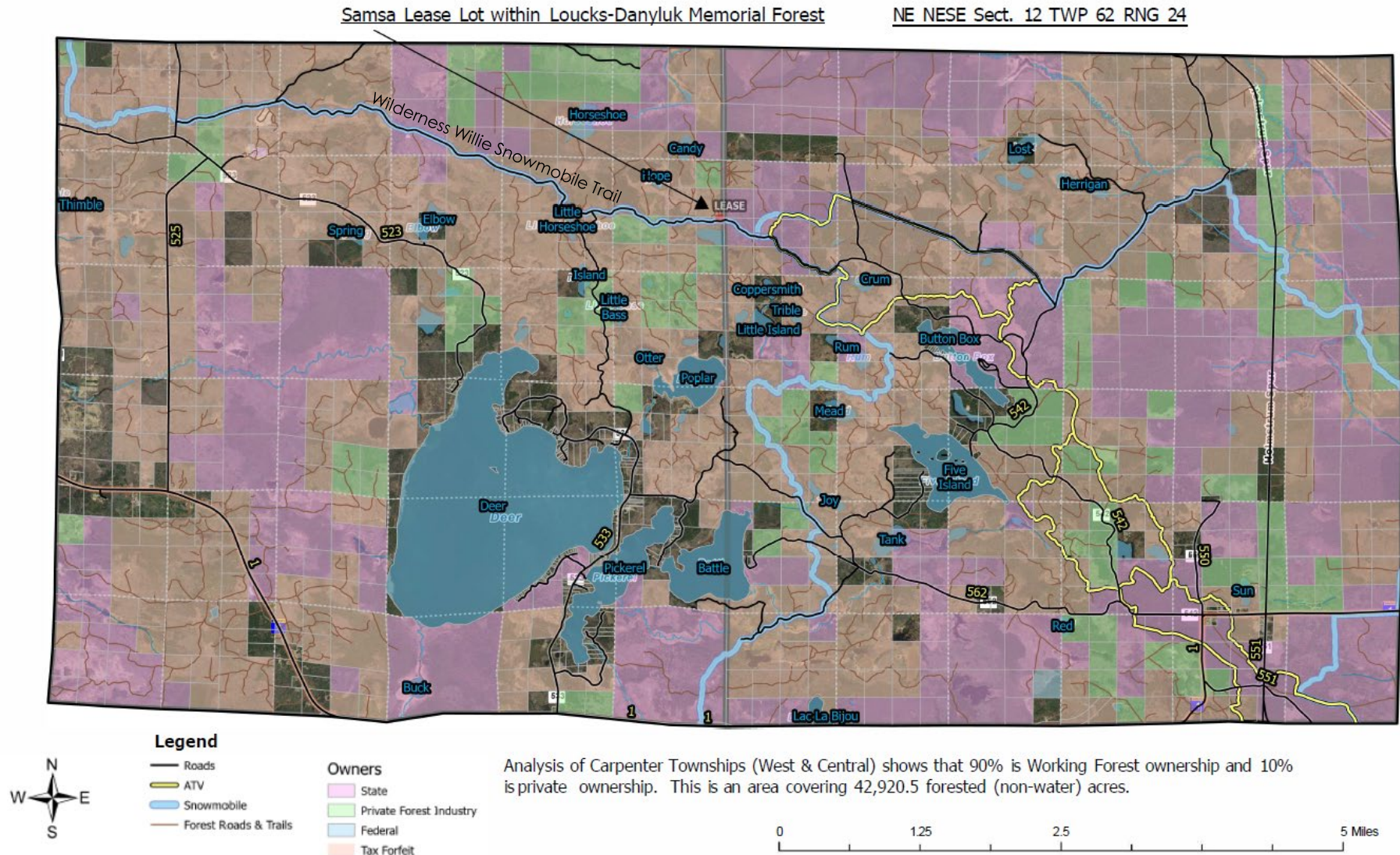
TYPE	SG
GCM_CODE	A
GEOC_SRC	MGS
GEOC_DATE	20030601
MGSCODE	443620
MAPLABEL	Qri
UNIT_CODE	ri
DESCRIPTN	ice-contact seds, Rainy lobe
AGE	Pleistocene
PROCESS	Glaciofluvial
FEATURE	Ice-marginal fan
MATERIAL	Gravelly sand
SG_PROB	Very high
ACRES	261.648
SG_DEPSIZE	Very large
SG_THICK	>20
SG_OVRBRD N	<5
SG_TEXTUR	Good
SG_QUALITY	Very good
POT_YORN	potential
POT_4CLASS	high
SG_MIN	20
SG_MAX	50
SGOVER_MI N	0
SGOVER_MA X	5

Gravel/ Aggregate Resources

-Itasca County's gravel/ aggregate resource study in 2003 shows **very high quality and probability** for sand & gravel with **high potential** for class 5 aggregate.

-A borrow pit was established 400 feet west of the lease site which has demonstrated good quality material of rock for crushing and gravel/sand for aggregate.

Memorial Forest in Carpenter Township





Itasca County Comprehensive Land Use Plan

Itasca County Comprehensive Land Use Plan – Effective Date: June 1, 2013

Goals, Objectives, and Implementation Tools

Page 9

Purpose and Scope

A comprehensive land use plan is the policy framework Itasca County will use to guide its land use activities over the next twenty years (2020). **Unplanned development often results in conflicting land uses or undesirable impacts on natural resources.** This Comprehensive Land Use Plan describes the priorities and choices made by Itasca County citizens during an eighteen-month participatory process in 1998 -1999 and subsequent updates in 2007 and 2012. The plan sets broad goals to direct the future growth and development of the County in the following issue areas: cooperation, measurability, natural resources, housing and settlement patterns, agriculture, commercial and industrial development, recreation, and transportation.

Itasca County Comprehensive Land Use Plan

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Itasca County Comprehensive Land Use Plan

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Lease on NESE of section 12, T62N-R24W

Parcel Judgement: 1926

Parcel Forfeiture: 1941

Loucks-Danyluk Memorial Forest: 1948

Lease: mid 1960's

Land Department Recommendation:

Continue to consistently apply county lease policies on this parcel and other remaining lease parcels as they have been working as intended.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 4, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2593

DEPARTMENT: Land Department

TIME REQUESTED: 5 Minutes

PRESENTER: Kory Cease

AGENDA ITEM:

Approve Updated Itasca County Timber Sale Policy and Specification & Guidelines

BOARD ACTION REQUESTED:

Approve updated Itasca County Timber Sale Policy and Itasca County Timber Sale Specifications and Guidelines.

BACKGROUND:

The Land Department has updated and combined multiple dated county policies, specifications and guidelines related to the sale and administration of county timber permits. The updated timber sale policy combines five separate past timber permit related policies for easier user access. The Land Department conducted a logger survey, had an open comment period and held logger meetings on the updated policy. The draft timber sale policy has been posted on the county website for the past 3 months as well.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Itasca County Timber Sale Policy_October 2022
2. Itasca County Timber Sale Specifications Guidelines_October 2022
3. Itasca County Timber Sale Policy_October 2022 updated

10/04/2022

RESULT:	RECOMMENDED FOR REGULAR	NEXT: 10/11/2022 2:30 PM
----------------	--------------------------------	---------------------------------

ITASCA COUNTY TIMBER SALE POLICY



I. Sale of Timber Permits

A. General Timber Auction Terms.

1. Minimum down payment is a non-refundable 15% of the appraised value as defined in MN Statute 282.04 subd. 1(b), of which 10% will be held as a performance bond and 5% as stumpage advance.
2. Performance bond will be refunded upon satisfactory completion of the sale conditions.
3. A permit to cut and remove the timber from the land will be issued to the purchaser in whose name the bid is made.
4. Duration of sales is three logging seasons unless otherwise stated.
5. One regular extension may be granted for a period not to exceed one year upon payment of 10% of the uncut "bid-up value" balance applied as a stumpage payment. Minimum extension fee shall be \$200.
6. Additional extensions may only be granted in the case of hardship. (See section II)
7. Balance of permit stumpage bid-up value must be paid in full before logging begins (except as found in A.9.).
8. Upon written request by the permit holder, stumpage payments described in A.7. may be refunded only if no cutting has taken place on the permit and if refunded within the same calendar year as the stumpage payment was received.
9. Balance of permit stumpage bid up value may be secured as specified under Section IV: "Security Policy for Land Department Timber Permits".
10. Eligible bidders must do the following prior to being able to bid at Itasca County timber auctions:
 - a. Complete a one-time Itasca County Affidavit of Compliance (Exhibit 1).
 - b. Be listed on the Minnesota DNR Qualified Purchasers List in good standing as provided for in Minnesota Statute 90.145.
11. No bidder can act in any capacity of behalf of a non-qualifying operation for the purpose of procuring rights to purchasing timber from Itasca County.
12. No bid will be accepted from any operation having a delinquent or uncollectible timber sale account or a pending timber trespass with a state, federal, or other county agency.
13. Violation of eligibility limits will result in loss of down payment and/or triple stumpage prices of permit and/or loss of privilege to purchase stumpage from Itasca County.
14. Bidders are responsible to know and comply with all regulations and eligibility limits.
15. It is the responsibility of the bidder to arrange and secure access to permits.
16. It is the responsibility of the bidder to examine permit sites and understand cutting regulations on each site. Submission of bid reflects bidder has inspected the sale and is able to complete the contract as presented at the price bid and agreed upon.

17. Appraised timber included as a bid species to be sold at public auction will include a 15% market reduction adjustment.
 18. Oral auction bidding will be in increments of not less than two percent.
 19. Timber will be sold to the highest eligible bidder at not less than the appraised value listed on the timber appraisal. The resulting bid up percent will be applied to species subject to bid within the auction tract.
 20. Itasca County reserves the right to accept or reject any and all bids.
 21. In matters under dispute, final administrative decision will be made by Land Commissioner, which may be formally appealed to the County Board according to the appeal process described in Section VI of the "Itasca County Timber Sale Specifications & Guidelines".
 22. Tracts not sold at public auction may be available over-the-counter at the appraised value subject to their original auction permit terms on a first-come basis until withdrawn from sale.
- B. Regular Timber Auction Terms
1. No limit on the size nor the number of permits that may be held by an operation.
 2. Approximately 60% of the timber permits offered annually will be offered at regular auction.
 3. Regular tracts are transferable upon written approval of Land Commissioner.
- C. Intermediate Timber Auction Terms
1. Limited to bidders having 30 or fewer employees. For the purposes of this clause, "employee" means an individual working in the timber or wood products industry for salary or wages on a full-time or part-time basis.
 2. Each bidder, including their affiliates (as defined by section G.1.), may have no more than four permits purchased through intermediate auction sale in possession at any time.
 3. Size of sales to be approximately 1000 cords or less.
 4. Approximately 40% of the timber permits offered annually will be offered at intermediate auction.
 5. Intermediate tracts are non-transferable except in the case of a hardship or when it is in the best interest of the county as determined by Land Commissioner.
 6. Each bidder, including their affiliates, may purchase only one sale in the first round of bidding. A bidder may purchase more than one sale in the second round of bidding but may not exceed the possession limit of four intermediate permits.
 7. At the discretion of the county, unsold intermediate tracts may be offered at regular auction or over-the-counter on a first-come basis for the appraised value, subject to their original terms, but not counted toward the intermediate auction permit limit of four.
- D. Sealed Bid Auction Terms
1. All sealed bid forms and guarantee bid bonds must be received at the Itasca County Land Department by deadline listed in Notice of Terms. Forms which are not legible or incomplete will be withdrawn from auction.
 2. A \$300 guarantee bid bond must be submitted with sealed bid. One guarantee bid bond will cover all bid tracts and will be returned by mail to non-successful bidders. Successful bidders will have the guarantee bid bond applied to the advance payment on the first tract awarded. Forfeiture of any successful bid tract

will result in the loss of guarantee bid bond and will not be applied to any other tracts as advance payment. Itasca County reserves the right to require cashier or certified checks from any bidder.

3. Failure to make any down payments by deadline listed in Notice of Terms will result in the forfeiture of tracts awarded and guarantee bid bond.
4. Sealed bid auctions shall only offer Regular Auction timber sales.
5. Sealed bid auctions will be offered at the discretion of the county.

E. Informal (Section One) Timber Permit Terms

1. Informal sale of timber will be made for management purposes only. Examples include small, isolated stands adjacent to other ownership, small sales requiring special logging care, salvage sales, firewood sales, fence line sales, right of way sales and any minor sale deemed appropriate by the county.
2. Size of informal sales shall not exceed the 500 cord limit or as defined in MN Statute 282.04 subdivision 1(c) and no operation may hold more than two active informal sales at any one time.
3. Duration of sales will be one year unless otherwise stated.
4. At the discretion of the county, one regular extension may be granted for a period not to exceed one year upon nonrefundable payment of 10% of the uncut balance. Minimum extension fee is \$200.
5. Payment of full permit stumpage value is required at time of sale.
6. Performance bond of 10% the appraised value is required at the time of sale or \$200, whichever is greater.

F. Receipt Sale Timber Permit Terms

1. Receipt sale of timber will be made for management purposes only as determined by the county.
2. Total stumpage value of sale shall be \$200 or less.
3. Payment of full permit stumpage value is required at time of sale.
4. Duration of sales shall be no longer than one year.
5. No extensions shall be made available.

G. Definitions.

1. As defined in MN Statute 90.01:
 - a. Affiliate – a person who controls, is controlled by, or is under common control with any other person, including, without limitation, a partner, business entity with common ownership, or principal of any business entity or a subsidiary, parent company, or holding company of any person; or a person who bids as a representative for another person.
 - b. Responsible bidder – a person or affiliate of a person who is financially responsible; demonstrates the judgment, skill, ability, capacity, and integrity requisite and necessary to perform according to the terms of a permit issued under this chapter; and is not currently debarred by a government entity for any cause.
2. Delinquent – a 60-day overdue account beyond the interest-free grace period.
3. Good standing – An operation which has no delinquent bills or permit non-compliance with the county or state.
4. Hardship – means a death, illness or other calamity directly affecting production of the operation, or dissolution of the operation.

5. Operation – means a person, partnership or company legally operating on a timber permit.
6. Partnership – Any two or more individuals sharing in or having the right to share in any portion of the proceeds of the business shall be considered one operation. Example: Independent or custom haulers are not considered partners because they haul for a number of different operations and do not share in ownership.

II. Timber Permit Extensions

A. Catastrophic Events.

1. Purpose: Catastrophic events include but are not limited to events such as windstorms and insect or disease outbreaks resulting in loss of substantial volumes of timber. The purpose of a catastrophic event extension is to salvage such timber products in a timely manner before they deteriorate, to reduce wildland fuels and fire hazards, to promote natural regeneration and improve visual quality of the affected area .
2. Policy: Land Commissioner may grant a one year extension without charge on timber permits due to catastrophic events, damaged or not, if the permit holder is salvaging catastrophically damaged timber tracts from any ownership. These extensions are subject to the following conditions:
 - a. Permit holder must request the extension in writing prior to when the requested permit expires. Request must include copies of damaged timber permits that were logged, number of cords, permit administrator, permit administrator's telephone number, and which tracts the permit holder wants to extend.
 - b. Assistant Land Commissioner reviews request and makes recommendation to Land Commissioner.
 - c. Damaged timber tracts must be harvested within 1 year prior to when the permit requested for extension expires.
 - d. Volume of the damaged timber tract must be substantially equal to or greater than the volume of the permits requested for extension and cannot already have been used for a free extension on any ownership.
 - e. Land Commissioner also has the option to remove extended intermediate sale permits from the intermediate sale permit quota for that permit holder.
 - f. Extensions on Itasca County permits are not to exceed one year.
 - g. Catastrophic events are determined as assessed by the county.

B. Hardship Extensions.

1. Lack of Frost. Expiring timber permits which cannot be logged due to lack of frost on the permit area may be extended one year without charge at the discretion of the county when the following conditions are met:
 - a. Insufficient freezing of the access road subject to the following conditions:
 - (i) Access roads were cleared of snow in December and kept that way until March and, (ii) the permit holder made a good faith effort to use the road in late winter but was unsuccessful due to lack of frost.

- b. If permit holder attempted to harvest the permit area within a reasonable timetable in the season but was shut down by the District Forester because of possible site damage due to lack of frost.
 - c. If no attempt is made to freeze down the access road and log the permit area on permits requiring frozen conditions but there has been an unusually warm winter or unusually early break up.
 - d. Permit holder must request a hardship extension in writing. Lack of frost hardship requests will be reviewed annually by the county after March 1.
- 2. Unforeseen and Significant Reduction in Timber Markets.
 - a. When such conditions are determined by the county to exist, one additional one-year regular extension may be granted on expiring timber permits at the discretion of the county.
 - b. Timber market conditions are determined as assessed by the county.

III. Indemnification and Insurance Requirements for Timber Sale and Earthen Materials Contracts.

- A. All timber sale and earthen material contracts requiring tort liability insurance shall be subject to the Itasca County Indemnification and Insurance Policy dated April 27, 2010.
- B. Indemnification and insurance requirements include but are not limited to contract indemnification statements as approved by the Itasca County Attorney and worker's compensation insurance at State of Minnesota statutory limits.
- C. Insurance limits shall include the following reduced minimum insurance requirements established June 22, 2010 (Exhibit 2):
 - 1. A Proof of Insurance Certificate in the amount currently purchased by the contract holder or its subcontractors but not less than \$300,000 per individual claim and \$1,000,000 for any number of claims arising out of a single occurrence naming Itasca County as additional insured; and
 - 2. Business/commercial auto liability insurance in the amount of \$500,000 combined single limit naming Itasca County as additional insured; and
 - 3. A signed and current Workers Compensation Certificate of Compliance on file (Exhibit 3) or current Insurance Certificate of Workers Compensation and Employer's Liability at \$500,000 each accident, \$500,000 Disease -Policy Limit, and \$500,000 Disease -Each Employee.

IV. Security Policy for Timber Sale Permits.

- A. Minnesota Statute 282.04 Subd. 1 (j) authorizes Itasca County to accept an irrevocable bank letter of credit in the amount equal to any payment or deposit required for the selling of timber on tax-forfeited lands as specified in subd. 1 (b).
- B. Itasca County accepts irrevocable bank letters of credit (LOC) as security for timber permits (see Exhibit 4 for template). The 15% down payment of the bid up appraised value (due at the time of sale) will need to be paid for in cash as per usual. Any additional charges such as performance bonds, extension or interest charges must also only be paid for in cash, and not by LOC.

- C. Within five (5) business days prior to beginning sale operations, the timber permit holder has the option to furnish security by LOC for the remaining timber permit stumpage balance.
- D. No harvesting is permitted until proper security has been furnished or payment in full is received for remaining stumpage balance on the permit.
- E. Should the permit holder default on the sale under the LOC option prior to when logging begins, the permit holder shall, at a minimum, lose the 15% down payment as a penalty for not completing the contract.
- F. Additionally, the permit holder may be liable for costs and losses incurred by Itasca County on that sale in excess of the 15% down payment. Costs and losses to Itasca County may include but are not limited to: interest, extensions, decreases in stumpage value upon resale of the timber, additional permit layout and administrative costs required for re-sale, and loss of timber merchantability due to blowdown or disease after the sale has forfeited to Itasca County until the sale is re-offered and harvested.
- G. If a LOC or cash deposit is provided for the down payment as required, and no cutting of timber has taken place on a contract for which the LOC has been provided, the county may allow the transfer of the LOC to any other timber permit issued to the permit holder as requested in writing.
- H. If a LOC is provided, the county may periodically allow the LOC to be reduced by an amount proportionate to the value of timber that has been harvested and for which the county has received payment, at the written request of the permit holder. The remaining amount of the LOC must not be less than 20 percent of the value of the timber purchased in the permit.
- I. The LOC is an obligation to Itasca County by an issuing bank or other financial institution based on a third-party agreement between the timber permit holder and the institution. Itasca County is not a party to this agreement. LOC's are similar to cash deposits in that Itasca County may draw cash from the issuing institution up to the amount stated in the LOC.
- J. The LOC must be for an undefined period of time. If a scale is entered against the sale and not paid for in 30 days, on the 31st day a draw may be made against the LOC. A LOC will not be released by Itasca County until the county has declared the permit is finished and eligible to be closed.
- K. A LOC will not be accepted by any person or organization having a timber trespass, delinquent timber sale balance, or an unresolved issue with any county Land Department, state or federal organization. If a timber permit holder abuses the LOC option and a timber permit is not paid for in full or a draw is required against the LOC, Itasca County will not accept another LOC for payment of timber from that entity or organization for a period of five years. A LOC can only be obtained from a financial institution that is federally (FDIC) sanctioned.

V. Land Department Accounts Receivable Policy

- A. General accounts receivable collection procedures.
 - 1. This policy section applies to all land department accounts receivable unless otherwise regulated or stated within a permit, license, contract or lease.

2. Initial payment billing is sent for the permit from the Land Department for payment of account balance due.
 3. A second billing notice is sent at 30 days from initial billing date;
 4. A third billing notice is sent at 60 days from initial billing date, the permit becomes delinquent at this time and interest begins accruing on the unpaid balance at the rate of 12% APR,
 5. A fourth billing notice is sent at 90 days from initial billing date, interest continues accruing at the rate of 12% APR.
- B. Delinquent account collection procedures if permit has expired or cancelled.
1. A fifth billing notice is sent which includes notation of 15 days to respond.
 2. After 15 days of fifth billing notice, a letter is sent informing permit holder that the permit is then closed and the file may be brought to Conciliation Court or District Court if the county is not contacted within the next 15 days.
 3. After 15 days from written cancellation notification by the Land Department, court action may be pursued, depending on amount of outstanding balance and/or outcome of the Court(s).
- C. Delinquent account collection procedures if timber permit has not expired.
1. Notification is sent through letter from Land Department for the potential of a payment plan as determined by Land Commissioner.
 2. Final notices are sent monthly until permit expiration date or permit completion/closing, at which time the procedure progresses to the steps listed under Section V.B., "Delinquent account collection procedures if permit has expired or cancelled."
 3. Interest will continue to accrue on unpaid balance until the permit reaches Court resolution or payment is received, whichever occurs first.
- D. Additional terms and conditions for delinquent accounts.
1. New Itasca County timber permits may not be purchased by delinquent permit holder nor may cutting begin on already purchased sales until outstanding overruns, extension fees, and/or other Land Department bills are resolved.
 2. No bid for purchasing timber will be accepted from any bidder having a delinquent or uncollectible timber permit account or a pending timber trespass with a county, state or federal agency. Violation of eligibility limits will result in loss of down payment and/or loss of privilege to purchase stumpage from Itasca County.

Return this page ONLY

EXHIBIT 1

Bidder No.

AFFIDAVIT OF COMPLIANCE

STATE OF MINNESOTA)
)
COUNTY OF ITASCA)

_____ being one of the bidders at any Itasca County timber
(PRINT NAME)
auction acknowledges and represents as follows:

1. That I am responsible to know and comply with Itasca County Timber Sale Policy and all prescribed regulations.
2. That I am not acting in any capacity on behalf of a non-qualifying operation for the purpose of procuring rights to purchase timber from Itasca County.
3. That I do not have a delinquent or uncollectible timber sale account or pending timber trespass with a County, State or Federal agency.
4. That I understand that violation of eligibility limits will result in loss of privilege to purchase timber from Itasca County and that I may be subject to other sanctions as well.
5. That I acknowledge and understand that this Affidavit is a sworn document made under penalty of perjury.

Name of Operation or Individual

Authorized Signature

Address

I hereby authorize the person(s) listed below
to act as a bidder on my behalf

City State Zip Code

Additional Bidder (print name)

Phone, _____

Additional Bidder (print name)

Subscribed and sworn to before me this
____ day of _____, 20____

Additional Bidder (print name)

Notary Public

Additional Bidder (print name)

Additional Bidder (print name)

*Any additions or deletions of bidders must be done in writing.

EXHIBIT 2



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	
	INSURER B:	
INSURER C:		NAIC #
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE ☐ OCCUR ☐					MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COM/POP AGG \$
	POLICY ☐ PRO-JECT ☐ LOC ☐					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 500,000
	ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	HIRED AUTOS					\$
	NON-OWNED AUTOS					\$
	UMBRELLA LIAB ☐ OCCUR ☐					EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE ☐					AGGREGATE \$
	DEDUCTIBLE					\$
	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUS ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in N/A)	☐ Y/N ☐ N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder has been added as additional insured.

CERTIFICATE HOLDER

CANCELLATION

Itasca County
1177 LaPrairie Avenue
Grand Rapids MN 55744

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2009/09)

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EXHIBIT 3

**ITASCA COUNTY
LAND DEPARTMENT**

1177 LaPrairie Avenue
Grand Rapids, MN 55744-3322
218-327-2855 • Fax: 218-327-4160



Certification of Compliance- Minnesota Workers' Compensation Law

Minnesota Statute, Section 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business or engage in an activity in Minnesota until the applicant presents acceptable evidence of compliance with workers' compensation insurance coverage requirement of M.S. Chapter 176. The information required is: **the name of the insurance company, the policy number, and dates of coverage or the permit to self-insure.** This information will be collected by the licensing agency and retained in their files.

This information is required by law, and any licenses or permits to operate a business may not be issued or renewed if it is not provided and/or is falsely reported. Furthermore, if this information is not provided or falsely stated, it may result in a \$2,000 penalty assessed against the applicant by the Commissioner of the Department of Labor & Industry.

Insurance Company Name: _____
(NOT the insurance agent)
Policy Number: _____
Dates of Coverage: _____ to _____

OR

I am not required to have worker's compensation liability coverage because (check one below):

- ☐ I have no employees.
☐ I am self-insured (include permit to self-insure).
☐ I have no employees who are covered by the workers' compensation law (these include: Spouse, Parents, Children and certain farm employees).

I certify that the information provided above is accurate and complete and that a valid workers' compensation policy will be kept in effect at all times as required by law.

Name: _____
Business name (if different) _____
Business Address: _____
City, State, Zip: _____
Phone: _____

Signature: _____ Date: _____

Subscribed and sworn to before me, a Notary Public in and for said County, this ____ day of _____, 20____.

Notary Public

EXHIBIT 4

Timber Permit Letter of Credit

(Bank Letterhead-including Street and mailing address of issuing bank)

Issue Date: _____

Irrevocable Letter of Credit Number: _____

Itasca County Land Department
1177 LaPrairie Ave.
Grand Rapids, MN 55744

(Name of issuing bank) of (city and state where bank is located) has established an Irrevocable Letter of Credit in favor of Itasca County, at the request of and for the account of (name of timber permit holder) in the amount of Dollar amount in words (\$ Numeric dollar amount as well), to secure the timber permit stumpage balance payment guarantee and fulfillment of Itasca County Timber Permit Number _____, effective immediately.

In the event of default in payment by the permittee of monies due Itasca County under the timber permit, said funds are available by presentation of your written demand against this Irrevocable Letter of Credit which specifies the number of this Letter of Credit, the Timber Permit Number, and the total amount due.

This Letter of Credit shall expire on the earlier of the following dates: (1) the date the permittee makes full payment of all permit obligations, or (2) the date this bank makes full payment of its obligation herein, after Itasca County has made demand therefor. This Letter of Credit is provided under Minnesota Statute 282.04 subd. 1.

The (name of issuing bank) is a member of the Federal Deposit Insurance Corporation.

Sincerely,

Name & Title

Street Address or P.O. Box

Financial Institution

City, State, Zip Code

ACKNOWLEDGEMENT

State of _____
Minnesota) SS

County of _____)

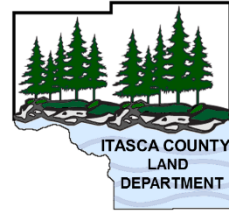
The forgoing instrument was acknowledged before me this _____ day of _____, 20____

By _____ of _____,

Notary
Seal:

Notary Public
My Commission Expires: _____

Itasca County Timber Sale Specifications and Guidelines



The following are specifications and guidelines for Itasca County Timber Permits. Specifications written on the Timber Appraisal supersede those written here where in conflict.

1. General Provisions.

A. Permit Area and Volume.

Itasca County sells timber stumpage on a permit area basis. The timber to be purchased is the volume actually present within the permit area shown on the Timber Appraisal; the volumes listed on the Timber Appraisal are only estimates. Timber may not be removed from county managed lands by any persons without a valid, fully paid permit and before timber is scaled as described in section I.E. ("Scaling").

B. Payment of Timber and Bonds.

1. Conventional Timber Permits: The performance bonds and down payment shall be paid when a permit is purchased and the remaining bid-up value of the appraised volume of timber paid before harvest begins.
2. Secured Timber Permits: A fifteen percent (15%) down payment must be submitted and the remaining unpaid bid up value of the stumpage secured under the terms of Itasca County's "Timber Sale Policy" within five business days prior to beginning sale operations.
3. On permits or species subject to scale, a pay adjustment will be made to reflect the volume of timber scaled from the permit area.

C. Delinquent Bills and Overruns.

1. New permits may not be purchased until:
 - a. Delinquent unpaid bills such as overruns, extension fees, and/or other county bills are paid.
 - b. Similar delinquent unpaid bills with another county, state, and/or the federal agencies are paid.
2. Permits and/or cutting blocks may not be opened on existing timber permits until all existing Itasca County unpaid bills (including non-delinquent overruns) for the permit holder are paid.

D. Permit Expiration.

1. Regular Auction Permits: Unless otherwise stated, duration of Itasca County's regular auction permits is three logging seasons with one extension available.
2. Intermediate Auction Permits: Unless otherwise stated, duration of Itasca County's intermediate auction permits is three logging seasons with one extension available.
3. Informal Permits: Unless otherwise stated, duration of Itasca County informal sale permits is one logging season. At the discretion of the county, one extension may be granted year.
4. Extensions: Permits eligible for extension may be extended for up to one year with an additional stumpage advance of ten percent (10%) of the value of the remaining uncut timber. A written request must be submitted to and approved by the Land Department before an extension is granted. Availability of extensions deviating from these standards may be specified in the timber appraisal.

E. Scaling.

1. Terms: The permit holder shall pay for all merchantable products on the permit area at the rate stated on the timber permit. All products are sold subject to scale unless otherwise stated on the timber appraisal. Such products shall not be removed from the permit area until they have been scaled by the county, or a Itasca County Consumer Scale Agreement has been completed for the wood to be removed. All board foot scales on county permits must use the Scribner Decimal C Log Rule.
2. Consumer Scale:
 - a. Wood hauled under consumer scale agreement is subject to the conditions stated on that agreement and on the consumer scale ticket book.
 - b. All issued consumer scale tickets must be accounted for after timber removal is completed (See section II.D.3) and before the permit is closed.
 - c. The cord-weight conversions listed in section IX shall be used. Weights for wood stored longer than twenty-eight (28) days during May through October will be adjusted to compensate for the weight of the moisture loss. This adjustment will be computed in the same manner as stated in the MN DNR scaling manual.
3. Stick Scales:
 - a. Piling for Scale: Products subject to stick scale must be piled to facilitate efficient and accurate scaling and labeled with the permit number.
 - b. Scaling Fee: Each timber permit or cutting block will be allowed one free stick scale. For each additional stick scale, the Permit holder will be billed a scaling charge at the current county staff wage/benefit rate. The charge will include one-way travel time for additional miles driven. There will be no charge for scales done during regular permit area visits.
 - c. Notification: The timber sale administrator must be notified at least three (3) working days in advance of when a stick scale is required to allow scheduling of that task.
4. Seasoned Wood: Seasoned wood weights will apply when harvested timber is stored longer than four weeks during the months of May through September before delivery to a mill where it is consumer scaled by weight.
5. Sold Area Estimate Permits: Species identified as being "Sold Area Estimate" (SAE) on the timber appraisal are not subject to scale or payment adjustment. Harvesting of unpainted trees in a marked thin are subject to scale and payment adjustment in addition to permit violation fines, when appropriate.

F. Alternate Landings.

The county may allow for temporary stockpiling of wood outside of the permit area upon mutual agreement between the permit holder and the county, subject to the conditions stated on the "Alternate Landing Addendum to Sale Contract". Such agreement must be in writing and signed by both parties. FSC certified wood products from each timber permit shall be clearly identified and stored/hauled separately with the permit number clearly marked on all piles.

G. Cutting Blocks.

The timber sale administrator must approve the opening or closing of all cutting blocks and may limit the number of cutting blocks that may be open at a given time.

H. Special Considerations.

1. Bark Beetles: During drought or other times of high bark beetle risk, the logging season may be restricted on sales with substantial pine volume. Other restrictions may also be implemented as needed to minimize bark beetle damage or risk to nearby standing timber.
 2. Other insect, disease or wildfire risks may require prescribed restrictions as needed.
 3. Mineral Leases: Where timber permits occur on lands leased for mineral exploration or extraction, the rights of the mineral lessee shall supersede those of the timber permit holder.
 4. The Minnesota Forest Resource Council (MFRC) Site Level Forest Management Guidelines (FMG's) will be applied on county timber permits as practical unless otherwise specified in the timber appraisal.
- I. Intermediate Auction and Informal Sale Policy Compliance.
- Permit holders of all intermediate timber auction permits and informal (section one) timber permits must meet the eligibility requirements of Itasca County's respective policies for those permits. Permit holders of such permits must answer in good faith all questions needed to determine such compliance.
- J. Blowdown Timber.
- When thirty percent (30%) or more of the permit volume has blown down within the permit area or cutting block after the timber is sold but before any extensions are in place, the county may re-negotiate the stumpage prices on the permit to compensate for the added cost of logging the blowdown. The permit holder on any Itasca County timber permit that is determined to have thirty percent (30%) or more of the timber blown down is required to harvest the blown down timber within one year of the date the timber was blown down. The permit holder will not be charged for unsalvageable timber volume within the permit area. When thirty percent (30%) or more of the timber volume within the permit area or cutting block has blown down after the timber is sold and the permit has been extended, the stumpage prices will remain unchanged. Again, the permit holder would not be charged for the unsalvageable timber.
- K. Procedures for Forest Stewardship Council (FSC) Chain of Custody (CoC).
1. All Itasca County timber permits shall contain the FSC certification number and product claim; they must be signed by both the purchaser and the county.
 2. Two county forest custody gates will be used in situations as follows:
 - a. The forest custody gate is the mill yard in all situations where county products are consumer scaled, or upon request when going to a FSC CoC certified mill.
 - b. The forest custody gate is the forest landing in situations where county products are field-scaled or sold area estimate (SAE) when not going to a FSC CoC certified mill.
 3. On consumer scale timber permits, permit holders and consumers must have a signed consumer scale agreement with the county and all consumers must be on the MN DNR consumer list.
 4. For timber permits sold entirely or in part on area estimate or where wood is scaled at the landing, the county will provide all timber permit documentation with FSC certification number and product claim (including load tickets) upon request by permit holder or consumer.

5. In any circumstances where the landing must be used concurrently with wood from other harvest activities, all FSC certified wood products from each timber permit shall be clearly identified and stored/hailed separately with the permit number clearly marked on all piles.
6. A load ticket lock box will be provided by the county at the exit to all consumer scale timber sales (or upon request with SAE sales or scaled wood).
7. The county will supply permit holder with serially labeled load tickets containing lock box and consumer stubs, the FSC certification number, product claim and required procedures for their use.
8. The timber permit number shall be painted on each side of the load, or on the butt end of the logs for tree length.
9. All loads must contain only FSC certified wood (from the clearly indicated timber permits) unless given prior approval by the county.
10. The lock box stub will be filled out by the permit holder or designee with date, time, permit number, timber species and consumer; and deposited into the lock box before driving past it.
11. The consumer stub must be with the load of wood or accompany the Bill of Lading to its destination with the permit number and consumer listed.
12. All loads must be hauled only to the consumer labeled on the load tickets.
13. The consumer stub is presented to consumer scaling representative at the scaling point.
14. The county must be notified when hauling has ceased, all booklets must be returned and tickets accounted for.
15. Timber permits may be closed upon county approval when all scaled products are accounted for, all outstanding balances have been received or refunds sent out, and when sale specifications met, as determined by the timber sale administrator.
16. On timber permits which harvest timber on non-certified county managed lands or in situations not following normal FSC forest management objectives: a) sale notices will reflect non-certified status, b) the county certification number and product claim will be removed from all documentation associated with the timber permit and c) the permit holder and consumers will be notified.

2. Cutting and Harvest Specifications.

A. Before Cutting and Harvest Activities Begin.

1. Pre-harvest Meeting: The permit holder must meet with the timber sale administrator to review the permit terms and discuss when permit activities will begin, where roads and landings will be located, how the wood will be scaled, and any anticipated problems or concerns.
2. Access to Permit Area: It is the permit holder's responsibility to obtain approval from all affected landowners and/or management agencies before gaining access to the permit area. All access fees and road charges shall be paid by the permit holder.
3. Notification of Start-up: The timber sale administrator shall be notified at least three (3) working days before harvest activities will begin, and each time activities are resumed after being discontinued for more than two weeks to allow proper contract monitoring and the associated scheduling.

B. Access Roads and Landings.

1. Landing and Road Construction and Maintenance: The following conditions shall apply to all landing and road construction and maintenance, and other soil disturbance activities:
 - a. Location of all access roads, landings, dirt ramps for loading equipment, and other soil disturbance shall be approved by the timber sale administrator before construction begins. Landings may not be placed in wetlands or associated filter strips. Landings in lowland forest types must have any upland slash/debris removed prior to completion of the sale or before equipment is removed from the sale.
 - b. Road construction and associated activities must be confined to a twenty-four (24) foot right-of-way, unless otherwise approved by the timber sale administrator. No travel may be done outside of the right-of-way.
 - c. Permit holder shall purchase and remove all timber damaged or felled. This timber must be removed or yarded at locations approved by the timber sale administrator before cutting of the permit area begins.
 - d. Only organic material may be removed from the road. Mineral soil must be left in place. Organic material or logging slash shall not be incorporated or mixed into the roadbed.
 - e. Organic soil and duff removed from the road, as well as stumps and tops, must be feathered into adjacent areas in a manner approved by the timber sale administrator and not left in berms or windrows along the road.
 - f. Construction or use of any borrow pits or other soil fill on county managed land must be approved by the timber sale administrator.
 - g. Removal of sod from existing roads and trails must be approved by the timber sale administrator.
 - h. All roads (new and existing) and landings must be left clear of debris and in good repair after the permit is completed, except as approved by the timber sale administrator. Such repair may include installing erosion control structures as determined by the timber sale administrator. Such repair must be completed in a timely manner as directed by the timber sale administrator and before the permit is closed. Landing slash may not be piled against standing timber.
 - i. A ten (10) foot wide slash-free zone must be maintained along all existing forest trails shown on the permit map within the permit area.
2. Use of and Logging Along Established Roads and Trails: Additional specifications regarding logging along black-topped roads, county roads, township roads, DNR Forest Trails, major USFS roads, system roads, and snowmobile trails are listed in section IV (Road Corridor Requirements).
3. Use of Gated Roads: When using a gated road for logging activities, the permit holder must provide a lock sufficient to interlock with the county lock on the gate. The gate must remain closed and locked per instructions in the Timber Appraisal. In no case shall equipment be driven around the gate or the gate damaged to gain access. Vehicle access on gated or posted roads is permitted only for logging purposes. Use of county managed lands beyond gate by permit holder for activities other than required by timber permit are prohibited unless access has been gained in the same manner required of the public.

4. Landing on Powerlines, Pipelines and Similar Right-of-Ways: Use of powerline, pipeline, and similar rights of way as landings is prohibited. Also, no logging slash or debris may be left on these rights-of-ways.
- C. During Cutting and Harvest Activities.
1. Clear-cutting: When clear-cutting is required on the timber appraisal, all non-reserved trees greater than two (2) inches DBH shall be felled unless stated otherwise. County policy and/or related MFRC FMG's will be used as the general guide for retention of standing dead trees, live/declining trees, and downed woody debris unless specified otherwise or are a safety hazard.
 2. Reserve Trees and Optional Species: Reserve trees shall not be cut or damaged. Optional species shall not be damaged unless they have been purchased or felling is operationally required. Individual tree injury is considered major when a reserve tree is noticeably tipped; the bole is broken off; or has substantial bark, crown (>33% circumference) or root area damage (>25%). Cumulative logging damage may not exceed five (5) percent per acre as prescribed by the timber sale administrator.
 3. Progression of Cutting: Cutting shall progress in an orderly fashion so as to minimize damage to new sprouting or other regeneration within the permit area. Logging the permit area by starting at the back and working toward the landing may be required to protect new sprouting and to minimize compaction and other possible site damage by restricting skidding to a few trails. During May through August, harvest blocks must be completed within two weeks of when logging is begun. Areas logged during September through April must be completed before May 15.
 4. Felling of Trees: Trees must be felled to land within the permit area to minimize damage to adjacent timber, other ownerships, wetlands and riparian management zones.
 5. Stump Height: Stump height of all felled timber shall not exceed 3/4 of the diameter of the tree.
 6. Marked Boundary Trees and Bearing Trees: All painted or flagged boundary trees and survey monumentation "bearing trees" shall not be cut. See section V.C. (Penalties).
 7. Survey Markers: Survey markers will be marked in the field with flagging or paint and labeled on the site map prior to sale of permit. Damage to any of these markers is prohibited in accordance with MN Statute. 505.33 and subject to penalties described in section V.C.
 8. Leaning Trees: No tipped or leaning trees shall be left on site without permission of timber sale administrator.
 9. Slash Disposal: All treetops, limbs, felled timber, and other logging slash, brush and debris shall be kept within the permit boundaries and not left within reserve types or lowland areas. A ten (10) foot wide slash-free zone shall be maintained within the permit area along all cutting lines adjacent to private land. No slash shall be left in open water wetlands. Slash from upland timber may not be left in wetlands (including ephemeral ponds and drainages).
 10. Piling slash: When the permit area is full-tree logged and piled slash is specified, all tops and limbs must be piled at the landings or other areas designated by the

- timber sale administrator, so as to minimize the loss of forest regeneration and/or to facilitate their burning. Piles must not be placed closer than fifty (50) feet to adjacent timber stands to prevent damage to adjacent timber if the piles are burned.
11. Wood Utilization: All merchantable products defined in the timber appraisal shall be utilized. (See Part V.D. Penalties.) Merchantability may differ from these standards if stated in the timber sale specifications.
 - a. Biomass products are defined as brush, slash, bark, tops and excessive defect. Tops may only be considered biomass if they are smaller than the minimum top diameter of four (4) inches for hardwood species, red pine, jack pine and white pine, and three (3) inches for other conifer species. Non-merchantable trees shall be included as biomass and are defined as trees less than five (5) inches in diameter with less than three (3) merchantable one hundred (100) inch sticks to the minimum top diameter.
 - b. Merchantable roundwood products are defined as wood that exceeds the minimum top diameter and has seventy-five (75)% or greater sound wood by volume. Therefore, the diameter of the decay column in a one hundred (100) inch stick would have to be greater than fifty percent (50%) of the total stick diameter to be eligible as a biomass product. Merchantability of an individual stick may also be reduced to a biomass product by excessive crook, sweep, crotch type limbs, or other defects as assessed by the timber sale administrator.
 12. Soil Disturbance: Rutting is not permitted on the permit area. Soil disturbance, including compaction, shall be minimized. The equipment operator shall halt harvest activities if site damage occurs. Sale activities shall not resume until ground conditions are sufficient to minimize site damage. (See sections V. Penalties E.&F.)
 13. Erosion Control: Potential erosion problems created by logging (e.g. cuts made for skidding trails or worn skid trails up steep hills) must be corrected in a timely manner to minimize erosion and/or a lowering of water quality in accordance with the MRFC Site Level Guidelines.
 14. Cutting and Disturbance Outside Cutting Area: No equipment travel or site disturbance is permitted outside of the permit area except on approved access trails. No cutting shall be done outside of the permit area.
 15. Drainage Obstruction: When road building restricts the drainage of adjacent areas, the drainage must be re-opened before flooding damage occurs. No slash shall be left in ephemeral or permanent streams.
 16. Equipment Maintenance and Dumping of Oil: Fueling, greasing, and vehicle maintenance may be done only on landings approved for such, based upon protection of water quality. The dumping of oil on county lands is prohibited by state law. Fuel and/or oil spills must be cleaned up and managed by state pollution control agency approved methods; those over five (5) gallons must be reported to the sale administrator and the Minnesota Duty Officer.
 17. Trash removal: No trash, empty containers, cans, bottles, paper, or other refuse shall be left or allowed to accumulate during the term of the permit.
 18. Removal of Tops: Fuelwood permits are required for removal of tops or other non-merchantable wood from the permit area as fuelwood. Tops may be chipped and removed under consumer scale as merchantable product.

19. Water Quality: All logging and related activities must be conducted in a manner that protects water quality and in accordance with MFRC FMG's as required by the timber sale administrator.
 20. Mixing of Species: Species and species products sold subject to scale must be kept separate until scaled unless otherwise approved by the timber sale administrator. Mixed piles may be scaled at the rate of highest value species component.
- D. After Cutting and Harvest Activities.
1. Notification before Equipment Removal: The timber sale administrator shall be notified at least three (3) working days before logging equipment is removed from the permit area to provide adequate time for permit area inspection and addressing of permit compliance requirements before equipment is removed.
 2. Wood Removal: All merchantable timber must be removed from the permit area within thirty (30) days after timber has been cut unless a written extension is granted by Itasca County. Timber left on landings beyond the timeline shall become the property of Itasca County at the discretion of the Land Commissioner. Timber placed on alternate landings must be removed from the alternate landing by the date indicated on a valid "Alternate Landing Addendum to Timber Sale Contract".
 3. Consumer Scale Ticket Book Return: Consumer scale ticket books must be returned to the county within thirty (30) days after hauling of wood from the permit area or alternate landing is completed. Thereafter the permit holder will be charged per current DNR liquated damages schedule.
 4. Closing of Permit Within thirty (30) days: Road repair, felling of residual timber, and other permit requirements must be completed within thirty (30) days after cutting of merchantable timber is completed to allow closing of the permit at that time. If not completed within thirty (30) days, the county may hire to complete contract requirements and may utilize portions or all the performance bond and/or bill the permit holder for all associated costs.

3. Biomass Harvesting

A. Biomass Products.

Biomass products are brush, slash, bark, tops, limbs and wood products with excessive defect as defined in section II.C.11.a (Wood Utilization).

B. Scaling.

All round wood that does not meet merchantability specifications can be included as biomass products when sold on consumer scale to a biomass consumer. All products removed from the sale area, including biomass, must be scaled by a listed consumer scaler in good standing with Itasca County. All field scaled merchantable wood will be sold at round wood prices.

C. Biomass Values.

Unless otherwise stated in the timber sale specifications, the biomass price will be calculated using the county's base prices currently in effect or as listed in the timber permit using the procedures described in Section 3.D.2, "Simultaneous Operations".

D. Biomass Removal.

A purchaser of an Itasca County timber permit must make a request to the timber sale administrator for removal of biomass products prior to opening the sale. If approved,

the purchaser will choose between two options for scale of products before activity on the sale begins. These two options for scale of biomass material are as follows.

1. “Separate” Operations.
 - a. Merchantable round wood must be removed or scaled prior to beginning the biomass operation. Before beginning the biomass operation, a three day notice will be given to the land department to allow for inspection of the sale, and possible scale of any remaining merchantable wood on the site prior to chipping. If chipping begins prior to the inspection by the timber sale administrator, Option 2 is automatically instated. Biomass removal may be allowed on separate blocks of a sale if previously approved, and if inspection occurs before biomass operations begin on each block.
2. “Simultaneous” Operations.
 - a. Consumer scale sales: Based on the total scaled weight for all products at the completion of the sale, the cordwood and biomass volumes will be specified according to the original appraised species percentages. Entire sale area must be processed as biomass unless otherwise approved prior to harvest. A percent of total volume in biomass shall be used to specify the volume of wood in biomass, with the remainder of the scaled biomass volume will be charged at the calculated rate for roundwood. Percent of total scaled volume considered biomass: Hardwoods= 24%; Softwoods= 17%.
 - b. Lump Sum Sales (and for appraisals): A percent of additional volume in biomass will be added to the appraised value for each species on lump sum permits where biomass removal is approved. This percent will also be used for timber sale appraisals. Additional volume in biomass: Hardwoods= 31%; Softwoods= 20%.

4. Additional Road and Road Corridor Requirements.

A. Black-topped Roads, County Roads, Township Roads, DNR Forest Trails, and Major U.S.F.S. Trails.

1. All log landings and associated slash and debris shall not be placed closer than one hundred (100) feet from the road right-of-way. Access from such roads shall not exceed one approach per forty (40) acre tract.
2. No cut products shall be piled or stored upon the established right-of-way.
3. No slash or logging debris will be left upon the right-of-way, and a twenty-five (25) foot wide slash free zone shall be maintained beyond the right of way.
4. No logging equipment, buildings, or facilities shall be parked, stationed, or erected upon the trail right-of-way. No logging equipment may travel on the road except when loaded on trucks in route to and from the permit area. There shall be absolutely no skidding down or across these trails.
5. Where visibility is limited, safety signs (e.g. “CAUTION / Trucks Hauling”) shall be posted two hundred (200) feet on either side of where trucks enter the road and further down the trail as needed. Posting is the responsibility of the permit holder.
6. Any ruts, holes, mud tracking, or other damage to trails caused by timber permit activities shall be minimized and repaired in a timely manner by the permit holder

at his or her expense, as directed by the timber sale administrator, before the permit can be closed.

B. “System Roads” and Similar Trails.

1. Sections IV.A.2., 4., and 6. Shall apply. Section IV.A.1. shall also apply when stated on the Timber Appraisal.
2. A ten (10) foot wide slash free zone shall be maintained along the thirty-three (33) foot right-of-way.

C. Timber Access Routes Used as Snowmobile Trails During the Snowmobiling Season.

1. At time of snow removal, at least two inches of compacted snow must remain on the trail as a running surface.
2. The trail must be made wide enough to accommodate easy and safe simultaneous travel of snowmobiles and loaded log-hauling trucks. The entire trail width must be maintained such that snowmobile travel is not impeded or endangered. The snowmobile trail must remain free of slash and other debris at all times.
3. County will establish and post a ten (10) m.p.h. speed limit on the affected portion of the trail. The speed limit will apply to all vehicles, including snowmobiles.
4. The snowmobile trail right of way of thirty-three (33) feet shall not be occupied by logging equipment except during trail maintenance and travel to and from the site. There shall be no skidding down or across snowmobile trails without the approval of the timber sale administrator. When crossing a trail, the permit holder shall erect stop signs supplied by county on the trail. These signs shall be removed at the end of each day or when activity across the trail halts.
5. In the event it is impossible or impractical to conduct permit activities under the above conditions, the timber sale administrator and the club’s trail administrator will establish a temporary trail alignment for the duration of the permit. The permit holder will not be responsible for constructing this alignment unless so stated on the Timber Appraisal.

5. Penalties.

A. Merchantable Wood Left on Landings.

Merchantable wood remaining on the permit area or landing after the permit is closed shall become the property of Itasca County.

B. Timber Damage or Trespass.

Unauthorized damage or removal of timber on or off of the permit area shall be subject to penalty under the state’s Timber Trespass Law (M.S. 90.301).

C. Survey Marker Replacement.

Flagged or painted land survey monuments or reference objects that are damaged or destroyed during contract operations must be properly replaced by a licensed Land Surveyor hired by the permit holder. The permit holder shall be solely responsible for the cost of this replacement.

D. Un-utilized Merchantable Timber.

The permit holder shall pay for all un-utilized merchantable timber, down or standing, that is left on the permit area. At the discretion of the county, a scaling fee will be charged if substantial time is required to estimate the volume.

E. Fines/ Damages.

All contract violations, including consumer scale procedural violations, may be subject to damages per the most current MN DNR liquidated damages schedule. All fines/damages are subject to approval of the Land Commissioner.

F. Halting of Permit Activities.

The timber sale administrator may halt any or all timber permit activities immediately for non-compliance with any of the regulations stated in this contract for as long as is necessary to resolve the infraction.

G. Failure to Complete Permit Requirements/Poor Contract Performance.

The county may terminate this contract for failure to satisfactorily complete the permit requirements on time or for continued poor performance. Such termination shall result in forfeiture of the performance bond and stumpage balance. Failure to satisfactorily complete the permit requirements may prevent the permit holder from being awarded future county permits, restrict the number of timber permits the permit holder may hold at any time, and/or may result in cancellation of other county timber permits. If the permit holder contests the penalties under this clause, the permit holder may appeal using the process defined in section 6, "Violation or Administrator Decision Appeal Process".

H. Termination of Permit.

The county may terminate a timber permit due to unsatisfactory performance by the permit holder on other Itasca County timber permits. In such cases, the performance bond and down payment would be refunded to the permit holder.

I. Eligibility for Informal and Intermediate Permits.

Violation of the eligibility requirements for informal and intermediate timber auction permits shall result in loss of the permit and may result in loss of all payments on the permit to help offset enforcement costs and as punitive damages. Multiple violation of the eligibility requirements may result in the permit holder being ineligible to purchase future permits.

6. Violation or Administrator Decision Appeal Process.

A. Introduction.

The permit holder may appeal timber sale administrator (TSA) decisions on the sale permit through the following progressive appeal process.

1. Permit holder and TSA attempt to mutually resolve dispute issue(s). In the case of a scaling dispute, the county will provide a check scale upon request.
2. Permit holders seeking to formally appeal a TSA decision to the Land Commissioner must provide a written violation appeal.
3. TSA provides the Land Commissioner a written summary describing the circumstances involving the decision and appeal.
4. Land Commissioner hears from the permit holder and the TSA, and then provides an appeal decision.
5. If necessary, Land Commissioner meets with permit holder, TSA and any other affected party, on-site or in the office to reconsider appeal decision.
6. Land Commissioner's final decision is communicated to the permit holder and TSA in writing.
7. Permit Holder or TSA may appeal Land Commissioner's decision to the County Board.

8. Land Commissioner is responsible to provide documentation for County Board consideration. Permit holder and TSA have opportunity to address the County Commissioners at a County Board meeting.
9. County Board makes a final decision.
10. Final decision of County Board is communicated to the permit holder and TSA in writing by the Land Commissioner.

7. Definition of Terms.

Bolts: Logs one hundred (100) inches long, greater than or equal to eight (8) inches diameter inside bark (DIB), six (6) inches DIB for conifers, but less than or equal to twelve (12) inches DIB. on the small end, and of sufficient quality to saw lumber.

Closed Permit: A completed timber permit.

Consumer Scale Procedural Violation: A violation of the consumer scale agreement requirements which, at the time of discovery, clearly cannot be construed as casual or intentional timber trespass, or removal of timber without scale.

Cutting Block: A geographically separate portion of a larger timber permit with its own volume estimate that may be opened individually as a permit subunit rather than opening the entire permit at once.

Delinquent Account or Bill: An overdue account beyond the interest-free period.

Established Right-of-Way: The entire road right-of-way width as described in the easement or assumed easement.

Fuelwood: Timber or wood which is considered not commercially viable, offered at discretion of the forester or timber sale administrator. This may include non-merchantable/cull/slash materials, or not commercially viable due to volume, defect, decay, or insufficient diameter and/or length which is suitable for fuelwood use.

Informal Sale/ Section One Permits: Permits sold "over the counter" without having been offered at auction. State law requires that such permits not exceed five hundred (500) cords in appraised volume. May be referred to as either an "Informal" or "Section one" permit.

Lump Sum: See "Sold Area Estimate"

Merchantable Trees: Hardwood and upland conifer tree species five (5) inches DBH or greater and containing three (3) or more one hundred (100) inch sticks to a four (4) inch DIB top. Lowland conifer species with two (2) or more one hundred (100) inch sticks to a three (3) inch DIB top. Thinning planted stands may require utilizing two (2) one hundred (100) inch stick trees to a three (3) inch DIB top. Merchantable trees must also have a reasonable market and be of sufficient quality, as determined by the timber sale administrator.

Opened Permit: A timber permit on which logging may begin. Opening a permit requires acceptance by the land department of payment or security for the timber value as stated in section I.B. and approval by the timber sale administrator.

Optional Timber/Species: Timber or a species listed on a Timber Appraisal that may be purchased and harvested at the permit holder's discretion.

Performance Bond: A sum of money or approved insurance contract held by the county until satisfactory completion of a timber permit to help achieve contract compliance and reduce the risk of financial losses in the event of unsatisfactory contract performance.

Permit Area: The area identified on the Timber Appraisal which contains all timber sold on that timber permit.

Permit Expiration Date: The date by which all timber permit contract activities must be satisfactorily completed.

Permit holder: The individual or company awarded an Itasca County timber permit.

Pulpwood: Those logs 100 inches in length suitable for making pulp, but not of suitable quality or size for sawing lumber.

Reserve Trees/Species: Those trees or species which shall not be cut or damaged within the permit area.

Sawlogs: Those logs one hundred (100) inches and longer, greater than twelve (12) inches DIB on the small end, and of sufficient quality to saw lumber.

Scaling: The measuring of cut wood products. Stick scaling refers to volume measurements made by the timber sale administrator or his designee using dimensional measurements of the wood products. Consumer scaling refers to wood measuring done by a wood consumer regardless of measurement technique.

Section one permit: See "Informal Sale Permit"

Secured Timber Permits: Timber permits on which the permit holder has chosen to furnish security for the remaining stumpage balance as provided in Itasca County's "Security Policy for Timber Contracts". Such permits can be logged without paying for stumpage prior to harvest of timber.

Sold Area Estimate: Refers to timber sold based upon the volume estimate shown on the Timber Appraisal. This timber may be subject to bid up but requires no scale of cut products. May also be referred to as "lump sum."

Stick: A one hundred (100) inch length of unprocessed timber.

Summer Chance: Timber permits appearing to be harvestable during part of the frost-free season during years with average or drier than average soil moisture.

Timber Appraisal: The portion of the timber permit containing the volume estimates, appraised values, permit area map, legal description, permit acreage, other descriptive factors, and special cutting regulations. The remaining permit specifications are stated in the "Itasca County Timber Sale Specifications and Guidelines".

Winter Chance: A timber permit on which logging may be done only when frost and/or snow conditions are such that the soils on the permit area will not be rutted or compacted. In the absence of frost, this requires freezing daytime temperatures sufficient to drive adequate frost into the ground.

8. Cord-Weight Conversions.

When wood is weight-scaled, the following cord-weight conversions shall apply:

N. White Cedar	2900 # / cd.	Black Ash	5000 # / cd.
Black Spruce	4200 # / cd.	Paper Birch	5000 # / cd.
White Spruce	4200 # / cd.	Soft Maple	5000 # / cd.
White Pine	4400 # / cd.	Tamarack	5000 # / cd.
Red Pine	4700 # / cd.	Aspen	4500 # / cd.
Red Pine	11,000 # / MBF	Hard Maple	5500 # / cd.
Balsam Fir	4700 # / cd.	Elm	5500 # / cd.
Jack Pine	4600 # / cd.	Oak	5500 # / cd.
Basswood	4600 # / cd.	Yellow Birch	5500 # / cd.
Balsam Poplar	4800 # / cd.	Metro Cord*	5700 # / cd.

* Full tree chipped wood.

ITASCA COUNTY TIMBER SALE POLICY



I. Sale of Timber Permits

A. General Timber Auction Terms.

1. Minimum down payment is a non-refundable 15% of the appraised value as defined in MN Statute 282.04 subd. 1(b), of which 10% will be held as a performance bond and 5% as stumpage advance.
2. Performance bond will be refunded upon satisfactory completion of the sale conditions.
3. A permit to cut and remove the timber from the land will be issued to the purchaser in whose name the bid is made.
4. Duration of sales is three logging seasons unless otherwise stated.
5. One regular extension may be granted for a period not to exceed one year upon payment of 10% of the uncut "bid-up value" balance applied as a stumpage payment. Minimum extension fee shall be \$200.
6. Additional extensions may only be granted in the case of hardship. (See section II)
7. Balance of permit stumpage bid-up value must be paid in full before logging begins (except as found in A.9.).
8. Upon written request by the permit holder, stumpage payments described in A.7. may be refunded only if no cutting has taken place on the permit and if refunded within the same calendar year as the stumpage payment was received.
9. Balance of permit stumpage bid up value may be secured as specified under Section IV: "Security Policy for Land Department Timber Permits".
10. Eligible bidders must do the following prior to being able to bid at Itasca County timber auctions:
 - a. Complete a one-time Itasca County Affidavit of Compliance (Exhibit 1).
 - b. Be listed on the Minnesota DNR Qualified Purchasers List in good standing as provided for in Minnesota Statute 90.145.
11. No bidder can act in any capacity of behalf of a non-qualifying operation for the purpose of procuring rights to purchasing timber from Itasca County.
12. No bid will be accepted from any operation having a delinquent or uncollectible timber sale account or a pending timber trespass with a state, federal, or other county agency.
13. Violation of eligibility limits will result in loss of down payment and/or triple stumpage prices of permit and/or loss of privilege to purchase stumpage from Itasca County.
14. Bidders are responsible to know and comply with all regulations and eligibility limits.
15. It is the responsibility of the bidder to arrange and secure access to permits.
16. It is the responsibility of the bidder to examine permit sites and understand cutting regulations on each site. Submission of bid reflects bidder has inspected the sale and is able to complete the contract as presented at the price bid and agreed upon.

17. Appraised timber included as a bid species to be sold at public auction will include a 15% market reduction adjustment.
 18. Oral auction bidding will be in increments of not less than two percent.
 19. Timber will be sold to the highest eligible bidder at not less than the appraised value listed on the timber appraisal. The resulting bid up percent will be applied to species subject to bid within the auction tract.
 20. Itasca County reserves the right to accept or reject any and all bids.
 21. In matters under dispute, final administrative decision will be made by Land Commissioner, which may be formally appealed to the County Board according to the appeal process described in Section VI of the "Itasca County Timber Sale Specifications & Guidelines".
 22. Tracts not sold at public auction may be available over-the-counter at the appraised value subject to their original auction permit terms on a first-come basis until withdrawn from sale.
- B. Regular Timber Auction Terms
1. No limit on the size nor the number of permits that may be held by an operation.
 2. Approximately 60% of the timber permits offered annually will be offered at regular auction.
 3. Regular tracts are transferable upon written approval of Land Commissioner.
- C. Intermediate Timber Auction Terms
1. Limited to bidders having 30 or fewer employees. For the purposes of this clause, "employee" means an individual working in the timber or wood products industry for salary or wages on a full-time or part-time basis.
 2. Each bidder, including their affiliates (as defined by section G.1.), may have no more than four permits purchased through intermediate auction sale in possession at any time.
 3. Size of sales to be approximately 1000 cords or less.
 4. Approximately 40% of the timber permits offered annually will be offered at intermediate auction.
 5. Intermediate tracts are non-transferable except in the case of a hardship or when it is in the best interest of the county as determined by Land Commissioner.
 6. Each bidder, including their affiliates, may purchase only one sale in the first round of bidding. A bidder may purchase more than one sale in the second round of bidding but may not exceed the possession limit of four intermediate permits.
 7. At the discretion of the county, unsold intermediate tracts may be offered at regular auction or over-the-counter on a first-come basis for the appraised value, subject to their original terms, but not counted toward the intermediate auction permit limit of four.
- D. Sealed Bid Auction Terms
1. All sealed bid forms and guarantee bid bonds must be received at the Itasca County Land Department by deadline listed in Notice of Terms. Forms which are not legible or incomplete will be withdrawn from auction.
 2. A \$300 guarantee bid bond must be submitted with sealed bid. One guarantee bid bond will cover all bid tracts and will be returned by mail to non-successful bidders. Successful bidders will have the guarantee bid bond applied to the advance payment on the first tract awarded. Forfeiture of any successful bid tract

will result in the loss of guarantee bid bond and will not be applied to any other tracts as advance payment. Itasca County reserves the right to require cashier or certified checks from any bidder.

3. Failure to make any down payments by deadline listed in Notice of Terms will result in the forfeiture of tracts awarded and guarantee bid bond.
4. Sealed bid auctions shall only offer Regular Auction timber sales.
5. Sealed bid auctions will be offered at the discretion of the county.

E. Informal (Section One) Timber Permit Terms

1. Informal sale of timber will be made for management purposes only. Examples include small, isolated stands adjacent to other ownership, small sales requiring special logging care, salvage sales, firewood sales, fence line sales, right of way sales and any minor sale deemed appropriate by the county.
2. Size of informal sales shall not exceed the 500 cord limit or as defined in MN Statute 282.04 subdivision 1(c) and no operation may hold more than two active informal sales at any one time.
3. Duration of sales will be one year unless otherwise stated.
4. At the discretion of the county, one regular extension may be granted for a period not to exceed one year upon nonrefundable payment of 10% of the uncut balance. Minimum extension fee is \$200.
5. Payment of full permit stumpage value is required at time of sale.
6. Performance bond of 10% the appraised value is required at the time of sale or \$200, whichever is greater.

F. Receipt Sale Timber Permit Terms

1. Receipt sale of timber will be made for management purposes only as determined by the county.
2. Total stumpage value of sale shall be \$200 or less.
3. Payment of full permit stumpage value is required at time of sale.
4. Duration of sales shall be no longer than one year.
5. No extensions shall be made available.

G. Definitions.

1. As defined in MN Statute 90.01:
 - a. Affiliate – a person who controls, is controlled by, or is under common control with any other person, including, without limitation, a partner, business entity with common ownership, or principal of any business entity or a subsidiary, parent company, or holding company of any person; or a person who bids as a representative for another person.
 - b. Responsible bidder – a person or affiliate of a person who is financially responsible; demonstrates the judgment, skill, ability, capacity, and integrity requisite and necessary to perform according to the terms of a permit issued under this chapter; and is not currently debarred by a government entity for any cause.
2. Delinquent – a 60-day overdue account beyond the interest-free grace period.
3. Good standing – An operation which has no delinquent bills or permit non-compliance with the county or state.
4. Hardship – means a death, illness or other calamity directly affecting production of the operation, or dissolution of the operation.

5. Operation – means a person, partnership or company legally operating on a timber permit.
6. Partnership – Any two or more individuals sharing in or having the right to share in any portion of the proceeds of the business shall be considered one operation. Example: Independent or custom haulers are not considered partners because they haul for a number of different operations and do not share in ownership.

II. Timber Permit Extensions

A. Catastrophic Events.

1. Purpose: Catastrophic events include but are not limited to events such as windstorms and insect or disease outbreaks resulting in loss of substantial volumes of timber. The purpose of a catastrophic event extension is to salvage such timber products in a timely manner before they deteriorate, to reduce wildland fuels and fire hazards, to promote natural regeneration and improve visual quality of the affected area .
2. Policy: Land Commissioner may grant a one year extension without charge on timber permits due to catastrophic events, damaged or not, if the permit holder is salvaging catastrophically damaged timber tracts from any ownership. These extensions are subject to the following conditions:
 - a. Permit holder must request the extension in writing prior to when the requested permit expires. Request must include copies of damaged timber permits that were logged, number of cords, permit administrator, permit administrator's telephone number, and which tracts the permit holder wants to extend.
 - b. Assistant Land Commissioner reviews request and makes recommendation to Land Commissioner.
 - c. Damaged timber tracts must be harvested within 1 year prior to when the permit requested for extension expires.
 - d. Volume of the damaged timber tract must be substantially equal to or greater than the volume of the permits requested for extension and cannot already have been used for a free extension on any ownership.
 - e. Land Commissioner also has the option to remove extended intermediate sale permits from the intermediate sale permit quota for that permit holder.
 - f. Extensions on Itasca County permits are not to exceed one year.
 - g. Catastrophic events are determined as assessed by the county.

B. Hardship Extensions.

1. Lack of Frost. Expiring timber permits which cannot be logged due to lack of frost on the permit area may be extended one year without charge at the discretion of the county when the following conditions are met:
 - a. Insufficient freezing of the access road subject to the following conditions:
 - (i) Access roads were cleared of snow in December and kept that way until March and, (ii) the permit holder made a good faith effort to use the road in late winter but was unsuccessful due to lack of frost.

- b. If permit holder attempted to harvest the permit area within a reasonable timetable in the season but was shut down by the District Forester because of possible site damage due to lack of frost.
 - c. If no attempt is made to freeze down the access road and log the permit area on permits requiring frozen conditions but there has been an unusually warm winter or unusually early break up.
 - d. Permit holder must request a hardship extension in writing. Lack of frost hardship requests will be reviewed annually by the county after March 1.
- 2. Unforeseen and Significant Reduction in Timber Markets.
 - a. When such conditions are determined by the county to exist, one additional one-year regular extension may be granted on expiring timber permits at the discretion of the county.
 - b. Timber market conditions are determined as assessed by the county.

III. Indemnification and Insurance Requirements for Timber Sale and Earthen Materials Contracts.

- A. All timber sale and earthen material contracts requiring tort liability insurance shall be subject to the Itasca County Indemnification and Insurance Policy dated April 27, 2010.
- B. Indemnification and insurance requirements include but are not limited to contract indemnification statements as approved by the Itasca County Attorney and worker's compensation insurance at State of Minnesota statutory limits.
- C. Insurance limits shall include the following reduced minimum insurance requirements established June 22, 2010 (Exhibit 2):
 - 1. A Proof of Insurance Certificate in the amount currently purchased by the contract holder or its subcontractors but not less than \$300,000 per individual claim and \$1,000,000 for any number of claims arising out of a single occurrence naming Itasca County as additional insured; and
 - 2. Business/commercial auto liability insurance in the amount of \$500,000 combined single limit naming Itasca County as additional insured; and
 - 3. A signed and current Workers Compensation Certificate of Compliance on file (Exhibit 3) or current Insurance Certificate of Workers Compensation and Employer's Liability at \$500,000 each accident, \$500,000 Disease -Policy Limit, and \$500,000 Disease -Each Employee.

IV. Security Policy for Timber Sale Permits.

- A. Minnesota Statute 282.04 Subd. 1 (j) authorizes Itasca County to accept an irrevocable bank letter of credit in the amount equal to any payment or deposit required for the selling of timber on tax-forfeited lands as specified in subd. 1 (b).
- B. Itasca County accepts irrevocable bank letters of credit (LOC) as security for timber permits. The 15% down payment of the bid up appraised value (due at the time of sale) must be paid for in cash, not by LOC. Any additional charges, such as performance bonds, must also only be paid for in cash, and not by LOC.

- C. Within five (5) business days prior to beginning sale operations, the timber permit holder has the option to furnish security by LOC for the full timber permit stumpage value.
- D. No harvesting is permitted until payment is received or proper security has been furnished for the entire bid up stumpage value on the permit.
- E. Should the permit holder default on the sale under the LOC option prior to when logging begins, the permit holder shall, at a minimum, lose the 15% down payment as a penalty for not completing the contract.
- F. Additionally, the permit holder may be liable for costs and losses incurred by Itasca County on that sale in excess of the 15% down payment. Costs and losses to Itasca County may include but are not limited to: interest, extensions, decreases in stumpage value upon resale of the timber, additional permit layout and administrative costs required for re-sale, and loss of timber merchantability due to blowdown or disease after the sale has forfeited to Itasca County until the sale is re-offered and harvested.
- G. The county will not allow the transfer of the LOC to any other timber permit, and no extensions shall be granted to a timber permit using LOC as security unless the expiration date of the LOC is also extended by the issuing financial institution.
- H. If a LOC is provided, the county may periodically allow the LOC to be reduced by an amount proportionate to the value of timber that has been harvested and for which the county has received payment, at the written request of the permit holder. The remaining amount of the LOC must not be less than 20 percent of the value of the timber purchased in the permit.
- I. Itasca County will only accept a letter of credit that is issued by one of the following eligible issuing financial institutions:
 - 1. A bank that is a member of the Federal Reserve System or insured by the Federal Deposit Insurance Corporation.
 - 2. A savings and loan association insured by the Federal Savings and Loan Insurance Corporation.
 - 3. A Federal credit union insured by the National Credit Union Association.
- J. The LOC is an obligation to Itasca County by an issuing bank or other financial institution based on a third-party agreement between the timber permit holder and the institution. Itasca County is not a party to this agreement. A LOC is similar to cash deposits in that Itasca County may draw cash from the issuing institution up to the amount stated in the LOC.
- K. The LOC shall expire on whichever of the following dates occur first:
 - 1. The date the permit holder makes full payment of all permit obligations; or
 - 2. The date the issuing financial institution makes full payment of its obligation herein if a draft has been drawn against it; or
 - 3. No later than a date equal to the term of the timber permit plus one year past the permit expiration date.
- L. If a scale is entered against the sale and not paid for in 30 days, on the 31st day a draw may be made against the LOC. A LOC will not be released by Itasca County until the county has declared the permit is finished and is eligible to be closed, and the permit's balance is paid in full.
- M. A LOC will not be accepted by any person or organization having a timber trespass,

delinquent timber sale balance, or an unresolved issue with any county Land Department, state or federal organization. If a timber permit holder abuses the LOC option and a timber permit is not paid for in full or a draw is required against the LOC, Itasca County will not accept another LOC for payment of timber from that entity or organization for a period of five years.

- N. LOC Contents (see Exhibit 4): A LOC must include: (a) LOC number, (b) statement that the letter of credit is irrevocable, (c) name of the issuing institution's customer (permit holder), (d) total credit extended must equal the entire bid up permit value (including the down payment), (e) authorization to draw sight drafts upon the issuing institution in favor of Itasca County, (f) statement that the LOC number appearing on the sight draft is sufficient identification for honoring the LOC and the LOC must specify only one identification number, (g) an unqualified expiration date for presentation of sight drafts for payment that is equal to the term of the timber permit plus one year past the permit expiration date.

V. Land Department Accounts Receivable Policy

- A. General accounts receivable collection procedures.
1. This policy section applies to all land department accounts receivable unless otherwise regulated or stated within a permit, license, contract or lease.
 2. Initial payment billing is sent for the permit from the Land Department for payment of account balance due.
 3. A second billing notice is sent at 30 days from initial billing date;
 4. A third billing notice is sent at 60 days from initial billing date, the permit becomes delinquent at this time and interest begins accruing on the unpaid balance at the rate of 12% APR,
 5. A fourth billing notice is sent at 90 days from initial billing date, interest continues accruing at the rate of 12% APR.
- B. Delinquent account collection procedures if permit has expired or cancelled.
1. A fifth billing notice is sent which includes notation of 15 days to respond.
 2. After 15 days of fifth billing notice, a letter is sent informing permit holder that the permit is then closed and the file may be brought to Conciliation Court or District Court if the county is not contacted within the next 15 days.
 3. After 15 days from written cancellation notification by the Land Department, court action may be pursued, depending on amount of outstanding balance and/or outcome of the Court(s).
- C. Delinquent account collection procedures if timber permit has not expired.
1. Notification is sent through letter from Land Department for the potential of a payment plan as determined by Land Commissioner.
 2. Final notices are sent monthly until permit expiration date or permit completion/closing, at which time the procedure progresses to the steps listed under Section V.B., "Delinquent account collection procedures if permit has expired or cancelled."
 3. Interest will continue to accrue on unpaid balance until the permit reaches Court resolution or payment is received, whichever occurs first.
- D. Additional terms and conditions for delinquent accounts.

1. New Itasca County timber permits may not be purchased by delinquent permit holder nor may cutting begin on already purchased sales until outstanding overruns, extension fees, and/or other Land Department bills are resolved.
2. No bid for purchasing timber will be accepted from any bidder having a delinquent or uncollectible timber permit account or a pending timber trespass with a county, state or federal agency. Violation of eligibility limits will result in loss of down payment and/or loss of privilege to purchase stumpage from Itasca County.

Return this page ONLY

EXHIBIT 1

Bidder No.

AFFIDAVIT OF COMPLIANCE

STATE OF MINNESOTA)
)
COUNTY OF ITASCA)

_____ being one of the bidders at any Itasca County timber
(PRINT NAME)
auction acknowledges and represents as follows:

1. That I am responsible to know and comply with Itasca County Timber Sale Policy and all prescribed regulations.
2. That I am not acting in any capacity on behalf of a non-qualifying operation for the purpose of procuring rights to purchase timber from Itasca County.
3. That I do not have a delinquent or uncollectible timber sale account or pending timber trespass with a County, State or Federal agency.
4. That I understand that violation of eligibility limits will result in loss of privilege to purchase timber from Itasca County and that I may be subject to other sanctions as well.
5. That I acknowledge and understand that this Affidavit is a sworn document made under penalty of perjury.

Name of Operation or Individual

Authorized Signature

Address

I hereby authorize the person(s) listed below
to act as a bidder on my behalf

City State Zip Code

Additional Bidder (print name)

Phone, _____

Additional Bidder (print name)

Subscribed and sworn to before me this
____ day of _____, 20____

Additional Bidder (print name)

Notary Public

Additional Bidder (print name)

Additional Bidder (print name)

*Any additions or deletions of bidders must be done in writing.

EXHIBIT 2



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	
	INSURER B:	
INSURER C:		NAIC #
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE ☐ OCCUR ☐					MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COM/POP AGG \$
	POLICY ☐ PRO-JECT ☐ LOC ☐					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 500,000
	ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	HIRED AUTOS					\$
	NON-OWNED AUTOS					\$
	UMBRELLA LIAB ☐ OCCUR ☐					EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE ☐					AGGREGATE \$
	DEDUCTIBLE					\$
	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATU-TORY LIMITS ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in N/A)	☐ Y/N ☐ N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder has been added as additional insured.

CERTIFICATE HOLDER

CANCELLATION

Itasca County
1177 LaPrairie Avenue
Grand Rapids MN 55744

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2009/09)

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EXHIBIT 3

ITASCA COUNTY LAND DEPARTMENT

1177 LaPrairie Avenue
Grand Rapids, MN 55744-3322
218-327-2855 • Fax: 218-327-4160



Certification of Compliance- Minnesota Workers' Compensation Law

Minnesota Statute, Section 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business or engage in an activity in Minnesota until the applicant presents acceptable evidence of compliance with workers' compensation insurance coverage requirement of M.S. Chapter 176. The information required is: **the name of the insurance company, the policy number, and dates of coverage or the permit to self-insure.** This information will be collected by the licensing agency and retained in their files.

This information is required by law, and any licenses or permits to operate a business may not be issued or renewed if it is not provided and/or is falsely reported. Furthermore, if this information is not provided or falsely stated, it may result in a \$2,000 penalty assessed against the applicant by the Commissioner of the Department of Labor & Industry.

Insurance Company Name: _____
(NOT the insurance agent)
Policy Number: _____
Dates of Coverage: _____ to _____

OR

I am not required to have worker's compensation liability coverage because (check one below):

- ☐ I have no employees.
- ☐ I am self-insured (include permit to self-insure).
- ☐ I have no employees who are covered by the workers' compensation law (these include: Spouse, Parents, Children and certain farm employees).

I certify that the information provided above is accurate and complete and that a valid workers' compensation policy will be kept in effect at all times as required by law.

Name: _____
Business name (if different) _____
Business Address: _____
City, State, Zip: _____
Phone: _____

Signature: _____ Date: _____

Subscribed and sworn to before me, a Notary Public in and for said County, this _____ day of _____, 20____.

Notary Public

Exhibit 4

Itasca County Timber Permit Letter of Credit
(Bank Letterhead-including Street and mailing address of issuing bank)

Issue Date: _____

Irrevocable Letter of Credit Number: _____

Itasca County Land Department
1177 LaPrairie Ave.
Grand Rapids, MN 55744

(Name of issuing bank) of (city and state where bank is located) has established an Irrevocable Letter of Credit in favor of Itasca County, at the request of and for the account of (name of timber permit holder) in the amount of Dollar amount in words (\$ Numeric dollar amount as well), to secure the payment guarantee of the full timber permit stumpage value and fulfillment of Itasca County Timber Permit Number _____, effective immediately.

Said funds are available by presentation of your sight draft which clearly specifies the number of this credit, and are drawn in favor of the secured contract number cited above. In the event of default in payment by the permittee of monies due Itasca County under the timber permit, said funds are available by presentation of your written demand against this Irrevocable Letter of Credit which specifies the number of this Letter of Credit, the Timber Permit Number, and the total amount due.

Sight drafts drawn hereunder as specified above, will be duly honored if presented to us at our office on or before expiration. This Letter of Credit shall expire on the earlier of the following dates: (1) the date the timber permit holder makes full payment of all permit obligations, (2) the date this bank makes full payment of its obligation herein, after Itasca County has made demand therefor, or (3) no later than a date equal to the term of the timber permit plus one year past the permit expiration date. This Letter of Credit is provided under Minnesota Statute 282.04 subd. 1.

The (name of issuing institution) is a bank member of the Federal Reserve System or insured by the Federal Deposit Insurance Corporation; a savings and loan association insured by the Federal Savings and Loan Insurance Corporation; or a federal credit union insured by the National Credit Union Association.

Sincerely,

Name & Title

Street Address or P.O. Box

Financial Institution

City, State, Zip Code

ACKNOWLEDGEMENT

State of _____
Minnesota) SS

County of _____)

The forgoing instrument was acknowledged before me this _____ day of _____, 20____

By _____ of _____

Notary
Seal:

Notary Public
My Commission Expires: _____



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 4, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2491

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: Chair

AGENDA ITEM:

Potential Schedule Change for November

BOARD ACTION REQUESTED:

Discuss a potential schedule change for the November 8, 2022 Regular Session due to elections.

BACKGROUND:

The Auditor/Treasurer's office is requesting the use of the Boardroom for in-person voting at the Courthouse on Tuesday, November 8, 2022, which is also the date of a scheduled County Board Regular Session.

Possible options in response to this request and information regarding each option are as follows:

- * The board meeting could be held in another room in the Courthouse; however, holding the board meeting in another room would not allow the option of live-streaming the meeting, which is the typical practice. The Boardroom is the only room set up with ICTV equipment allowing for the meeting to be streamed live.
- * The board meeting could be cancelled. Any items needing action could be approved at the preceding County Board Work Session; however, this could cause issue if an item comes up that needs approval before the following board meeting.
- * The board meeting could be rescheduled to another date/time during the week. In consultation with ICTV, it seems rescheduling the meeting to Monday, November 7; Wednesday, November 9; or Thursday, November 10 are options. The Boardroom is currently available on Monday until 3:30 p.m. and is available all day on Thursday, but is not available on Wednesday. If the meeting is changed to Thursday, it is recommended that the meeting be held earlier in the day to allow sufficient time for preparation of the next meeting.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

Motion To: Reschedule the Tuesday, November 8, 2022 County Board Regular Session to Thursday, November 10, 2022 at 2:30 PM in the ITasca County Boardroom due to elections.

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