ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, May 2, 2023 | 2:30 PM | Itasca County Boardroom

FINAL

WORK SESSION MINUTES

I. CALL TO ORDER

Chair Ives called the meeting to order at 2:31 PM.

Attendee Name	Title	Status	Arrived
Cory Smith	District #1	Present	2:31 PM
Terry Snyder	District #2	Present	2:31 PM
John Johnson	District #3	Present	2:31 PM
Burl Ives	District #4	Present	2:31 PM
Casey Venema	District #5	Present	2:31 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Add Item #6.5 (Legislative Conference Call), pull Item #5.13 (Williams Family Donations) and add as Item #6.6, and approve the agenda, as amended.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Terry Snyder
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, April 25, 2023 County Board Special Session Re: Itasca Nursing Home - Grand Village Management Contract and the minutes of the Tuesday, April 25, 2023 County Board Regular Session.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

V. RECOMMENDED FOR CONSENT AGENDA

1. Authorize IMCare Director and County Board chair to sign the contract between IMCare and Premier Physical Healthcare, Dr. Kristine Michaels, D.C.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 05/09/2023 2:30 PM**

2. Barring any irregularities, award the CSAH 52 Grubbing & Erosion Control work to the lowest responsible bidder and authorize required signatures on the contract documents.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 05/09/2023 2:30 PM**

3. Adopt the Resolution Re: Sponsorship of a Transportation Alternatives Grant which indicates that Itasca County agrees to act as the sponsor/fiscal agent for the City of Deer River Trail Project.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 05/09/2023 2:30 PM**

4. Approve easement for ingress and egress over that part of an existing roadway, known as West Balsam Road located on tax-forfeited trust lands in Section 8, Township 58, Range 24 and authorize necessary signatures.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 05/09/2023 2:30 PM**

5. Approve the 2023 Fairgrounds Race Track Agreement between Itasca County and Grand Rapids Speedway Inc. and authorize necessary signatures.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 05/09/2023 2:30 PM**

6. Approve 2023 Firewise grant application, accept the grant and authorize the necessary signatures if awarded.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 05/09/2023 2:30 PM**

7. Adopt the Resolution Re: Authorizing and Fixing the Notice and Terms of Tax-Forfeited Land Sale to Adjoining Landowners.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 05/09/2023 2:30 PM**

8. Authorize the notice of intermediate and regular oral bid auction of timber to be given by publication in the official newspaper of the County as provided by law, and that Land Commissioner offers such tracts of timber in order which they appear in said notice, and that sale shall commence at 10:30 AM on Wednesday June 7, 2023 at Cohasset Community Center.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 05/09/2023 2:30 PM**

9. Approve the agreement between Itasca County and the Reif Arts Council for scheduled concerts to be held at Gunn Park and authorize necessary signatures.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 05/09/2023 2:30 PM**

10. Request authorization for out of state travel for two correctional staff members to attend the 2023 American Jail Association Conference in Omaha Nebraska.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 05/09/2023 2:30 PM**

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

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 05/09/2023 2:30 PM**

12. Authorize signatures necessary to execute the mutual aid agreement between Itasca County Sheriff's Office and St. Louis County Sheriff's Office

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 05/09/2023 2:30 PM**

VI. DISCUSSION / INFORMATIONAL

1. Citizen Input

   No citizen input provided.

2. Appointment – Personnel Board of Appeals

   The Board considered applications for appointment to the Personnel Board of Appeals fulfilling one (1) vacancy expiring December 31, 2024 and one (1) vacancy expiring December 31, 2025.

   It was the consensus of the County Board to recommend the appointments of Malissa Bahr and Louise Koglin Fideldy.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 05/09/2023 2:30 PM**

3. Recorder Update

County Recorder Nicolle Zuehlke provided a Recorder's Office Update, including information regarding vital and real estate statistics.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

4. Utility License on Tax-Forfeited Trust Lands

Land Commissioner Kory Cease and Real Estate Specialist Cindy Shevich provided information regarding the request to approve Utility License process to grant authority to utility companies to erect, maintain, repair, upgrade, rebuild, relocate and operate telecommunication lines per the terms of said License.

RESULT:	**RECOMMENDED FOR REGULAR**	**NEXT: 05/09/2023 2:30 PM**

5. Legislative Conference Call

A Legislative Conference Call was provided by Senator Rob Farnsworth.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

6. Williams Family Donation

County Sheriff Joe Dasovich provided information regarding the use of cash donations made to the Sheriff's Office for the purpose of helping fund the Washington D.C. trip for the family of Deputy Jayme Williams.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

VII. COMMITTEE REPORTS

Commissioner Venema reported on his attendance at a recent Balsam Township meeting.

Commissioner Smith reported on his attendance at recent IMCare Subcommittee, Mississippi Headwaters Board (MHB), and Kootasca Community Action (KCA) meetings.

Commissioner Johnson reported on his attendance at recent Arrowhead Counties Association (ACA), Arrowhead Regional Development Commission (ARDC), Intergovernmental Affairs Committee, Nursing Home Board, Highway 169 Cross Range Expressway Project meetings and the Leech Lake Band of Ojibwe State of the Band Address, as well as a tour of Northland Counseling facilities, a Phase 2 Justice Center meeting, Emergency Communications Board (ECB) Summit, and a meeting with the County Engineer regarding CSAH 70.

Commissioner Snyder reported on his attendance at recent Intergovernmental Affairs Committee, Nursing Home Board, 38 Leadership Board, Wilderness Wheelers meetings and the Edge of the Wilderness Annual meeting, as well as The Three Old Guys event.

Commissioner Ives reported on his attendance at recent Itasca Economic Development Corporation (IEDC) Strategic Planning and Northeast Minnesota Office of Job Training (NEMOJT) meeting, as well as The Three Old Guys event.

VIII. ADMINISTRATOR UPDATE

IX. COMMISSIONER COMMENTS

X. CLOSED SESSIONS

XI. ADJOURN

Chair Ives adjourned the meeting at 3:37 PM.

ATTEST

Burl Ives
Chair of the County Board

Brett Skyles
Clerk of the County Board

May 2, 2023

Chair:

PULL:
1. Item #5.13 – Williams Family Donations

ADDITIONS:
1. Items #6.5 – Legislative Conference Call

2. Item #6.6 – Williams Family Donations (Item #5.13)

CHANGES: None

INFORMATIONAL:
1. Item #5.11 – Request for Board Action (RBA) was not included in distribution.

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, April 25, 2023 | 1:00 PM | Itasca County Boardroom

DRAFT

REGULAR SESSION MINUTES

I. CALL TO ORDER

Chair Ives called the meeting to order at 1:00 PM.

Attendee Name	Title	Status	Arrived
Cory Smith	District #1	Present	1:00 PM
Terry Snyder	District #2	Present	1:00 PM
John Johnson	District #3	Present	1:00 PM
Burl Ives	District #4	Present	1:00 PM
Casey Venema	District #5	Absent	

II. REGULAR AGENDA

1. Itasca Nursing Home - Grand Village Management Contract

County Administrator Brett Skyles provided an update on the Request for Proposal (RFP) and appraiser selection processes.

Motion To: Give County Administrator Skyles the latitude to select the next and first available appropriate appraisal company that can meet the necessary timeline.

RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Terry Snyder
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives
ABSENT:	Casey Venema

Motion To: Schedule a Special Session Re: Itasca Nursing Home - Grand Village Management Contract on Tuesday, May 16, 2023 at 1 PM in the Boardroom of the Itasca County Courthouse.

RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives
ABSENT:	Casey Venema

III. ADJOURN

Chair Ives adjourned the meeting at 1:34 PM.

ATTEST

Burl Ives
Chair of the County Board

Brett Skyles
Clerk of the County Board

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, April 25, 2023 | 2:30 PM | Itasca County Boardroom

DRAFT

REGULAR SESSION MINUTES

I. CALL TO ORDER

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

Attendee Name	Title	Status	Arrived
Cory Smith	District #1	Present	2:30 PM
Terry Snyder	District #2	Present	2:30 PM
John Johnson	District #3	Present	2:30 PM
Burl Ives	District #4	Present	2:30 PM
Casey Venema	District #5	Absent	

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Add Item #6.12 (The Three Old Guys Day Proclamation) and approve the agenda, as amended.

RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives
ABSENT:	Casey Venema

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, April 18, 2023 County Board Special Session Re: Economic Development; the minutes of the Tuesday, April 18, 2023 County Board Special Session Re: Transportation; and the minutes of the Tuesday, April 18, 2023 County Board Work Session.

RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives
ABSENT:	Casey Venema

V. CONSENT AGENDA

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

RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives
ABSENT:	Casey Venema

1. Adopt the Resolution Re: Adoption and Implementation of the Itasca County Local Water Management Plan.
2. Approve a Letter of Support for H.R. 1657, the Lake Winnibigoshish Land Exchange Act of 2023 and authorize signature of County Board Chair.
3. Approve the 2023/2024 Annual Road Maintenance Agreements and authorize the County Board Chairperson and the Clerk to the County Board to sign Agreements and authorize the County Engineer to modify the Attachment "A" to Agreements as needed and upon mutual agreement with the Township or City.
4. Enter into a Utility Relocation Agreement with North Itasca Electric for the amount of $182,500.00 and authorize the necessary signatures on the documents.
5. Enter into a Utility Relocation Agreement with Arvig Enterprises Inc. for the amount of $40,142.47 and authorize the necessary signatures on the documents.
6. Approve sending a letter to the United States Forest Service (USFS) requesting the allowable use of Off Highway Vehicles on all USFS roads within the Chippewa National Forest and authorize necessary signatures.
7. Authorize the Probation Department to apply for the Caseload Workload Reduction Grant and authorize signature of the County Board Char for acceptance of the grant, if awarded.
8. Authorize the Probation Department to apply for the Community Sex Offender Treatment Grant and authorize signature of the County Board Chair for acceptance of the grant, if awarded.

VI. REGULAR AGENDA

1. Citizen Input
   No citizen input provided.
2. Legislative Conference Call
   A Legislative Conference Call was provided by Representative Spencer Igo.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

3. Recognition of County Employees
   The following employees were recognized:

   Welcome to new employee Kevin Glass, Probation Department Director effective April 17, 2023.

   Welcome to new employee Barb Petz, Child Support Officer, Health & Human Services, effective April 17, 2023.

   Welcome to new employee Jill Day, Administrative Support, Environmental Services, effective April 17, 2023.

   Welcome to new employee Kori Castle, Medical Support Specialist, IMCare Division of the Health & Human Services Department effective April 24, 2023.

   Farewell to Derek Peterlin whose last day as a Deputy Sheriff/Road Deputy will be April 27, 2023 after 6+ years of service.

   Welcome to new employee Shawna Moehling, Administrative Support, Recorder's Department, effective April 24, 2023.

Congratulations to Carolyn Randall who accepted a job change from Elections/Licensing Specialist to Accounting Technician, Auditor/Treasurer department, effective April 16, 2023.

Farewell to Marcie Witkofsky whose last day as a Legal Secretary, Attorney Department will be April 28, 2023 after 13+ years of service.

Farewell to Jennifer Moen whose last day as an Eligibility Specialist, Family Services Division of Health & Human Services Department will be April 28, 2023 after 13+ years of service.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

4. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of April 28, 2023, in the amount of $766,479.09.

RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives
ABSENT:	Casey Venema

5. ICHHS Warrants

Motion To: Approve the Itasca County Health and Human Services (ICHHS) Warrants for April 2023, in the amount of $1,610,383.77.

RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives
ABSENT:	Casey Venema

6. Adoption of Northern Itasca Hospital District Line Corrections Resolution

Motion To: Adopt the Resolution Re: Northern Itasca Hospital District Line Corrections.

RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Terry Snyder
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives
ABSENT:	Casey Venema

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

Health Plan Division Manager Sarah Anderson provided a County Based Purchasing (IMCare) Division Update/Presentation, including information regarding the 2022 Compliance Program Report.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

8. Approve Contract Extension for Administrative Coordinator

Motion To: Approve a one-year contract extension for Administrative Coordinator.

RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives
ABSENT:	Casey Venema

9. National Police Week & Peace Officers Memorial Day 2023

Motion To: Adopt the Resolution Re: National Police Week, which recognizes May 15-21, 2023 as National Police Week & Peace Officers Memorial Day in Itasca County.

RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives
ABSENT:	Casey Venema

10. National Correctional Officers Week 2023

Motion To: Adopt the Resolution Re: Proclaiming the Week of May 7 – May 13, 2023 as National Correctional Officers Week.

RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives
ABSENT:	Casey Venema

11. Department Work Study

Commissioners discussed the preliminary reports provided by Department Heads detailing their departmental Work from Home or Modified Work Schedules.

RESULT:	**RECOMMENDED FOR REGULAR NEXT: 05/23/2023 2:30 PM**

12. The Three Old Guys Day Proclamation

Motion To: Adopt the Proclamation Re: The Three Old Guys Day, which proclaims Saturday, April 29, 2023 as The Three Old Guys Day in Itasca County.

RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives
ABSENT:	Casey Venema

VII. COMMISSIONER COMMENTS

Commissioner Smith provided comment regarding his attendance at the recent Leech Lake Band of Ojibwe State of the Band Address, as well as a meeting with Public Health Division staff.

Commissioner Johnson provided comment regarding an event scheduled for Saturday, June 22, 2023 beginning at 5 PM at the Itasca Calvary Cemetery in Grand Rapids, MN hosted by the Sons of the Union Veterans of the Civil War (SUVCW) to honor Private Edward M. Wilson, the last Civil War veteran buried in Itasca County.

Commissioner Snyder provided comment regarding his attendance at a recent Wilderness Wheelers ATV Club meeting.

Commissioner Ives provided comment regarding his attendance at a recent Itasca Economic Development Corporation (IEDC) Strategic Planning Session, as well as a Minnesota United Snowmobilers Association (MnUSA) Spring Meeting.

VIII. CLOSED SESSIONS

IX. ADJOURN

Chair Ives adjourned the meeting at 4:00PM.

ATTEST

Burl Ives Chair of the County Board	Brett Skyles Clerk of the County Board

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

Tuesday, May 2, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3038

DEPARTMENT: Health & Human Services **TIME REQUESTED:** < 5 Minutes
PRESENTER: Sarah Anderson

AGENDA ITEM:
IMCare Provider Participation Agreement with Premier Physical Healthcare

BOARD ACTION REQUESTED:
Authorize IMCare Director and County Board chair to sign the contract between IMCare and Premier Physical Healthcare, Dr. Kristine Michaels, D.C.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Previously reviewed and approved.

SUPPORTING DOCUMENTATION:
1. 20230414123010596
2. Provider Participation Agreement 2020 - 10.01.17

05/02/2023

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 05/09/2023 2:30 PM**

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

Tuesday, May 2, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3062

DEPARTMENT: Transportation
PRESENTER: Rachel Metelak

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
CSAH 52 Grubbing & Erosion Control Quotes

BOARD ACTION REQUESTED:
Barring any irregularities, award the CSAH 52 Grubbing & Erosion Control work to the lowest responsible bidder and authorize required signatures on the contract documents.

BACKGROUND:
Quotes will be opened on Tuesday, May 2, 2023, and results will be given to the Board prior to the May 9th Board meeting.

This is a State Aid project and uses the standard construction contract that has been approved in the past.

COUNTY ATTORNEY REVIEW: NA

SUPPORTING DOCUMENTATION:
1. CONTRACT 65205 - Grubbing and Erosion Control - unsigned

05/02/2023

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 05/09/2023 2:30 PM**

CONTRACT 65205
CSAH 52 GRUBBING & EROSION CONTROL

S T A T E OF M I N N E S O T A

C O U N T Y OF I T A S C A

CONTRACT
HIGHWAY CONSTRUCTION

This agreement, made this 9th day of May, 2023 between the County of Itasca in the State of Minnesota, party of the first part, hereinafter called the County, and_____. Of_____, _____, party of the second part, hereinafter called the Contractor. Witnesseth, that the Contractor, for and in consideration of the payment or payments herein specified by the County to be made, hereby covenants and agrees to furnish all materials (except such as are specified to be furnished by the County), all necessary tools and equipment and to do and perform all the work and labor in the construction of CSAH 52 Grubbing & Erosion Control located as shown on approved plans. The price and compensation set forth and specified in the proposal signed by the Contractor and hereto attached are hereby made a part of this agreement. Said work to be done and performed in accordance with the Plans, Specifications, and Special Provisions therefore on file in the office of the County Auditor of said County, which Plans, Specifications, and Special Provisions are hereby made a part of this agreement.

The Contractor further covenants and agrees that he will commence work on or after May 10, 2023, and will have same completed in every respect to the satisfaction and approval of the County, by the following date:

June 30, 2023

IN WITNESS WHEREOF, The County has caused these presents to be executed and the Contractor has hereunto subscribed his name.

Dated at 4:00 P.M. , this 9th , day of May , 2023

County of Itasca

By: _____

Burl Ives, Chairperson County Board

_____

Austin Rohling, County Auditor / Treasurer

Contractor

By: _____

Contractor

Approved as to form and execution this _____ Day of _____ , 2023

_____

Matti Adam, County Attorney

_____

Brett Skyles, Clerk of County Board

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

Tuesday, May 2, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3061

DEPARTMENT: Transportation
PRESENTER: Karin Grandia

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Sponsorship for Deer River Transportation Alternatives Grant

BOARD ACTION REQUESTED:
Adopt the Resolution Re: Sponsorship of a Transportation Alternatives Grant which indicates that Itasca County agrees to act as the sponsor/fiscal agent for the City of Deer River Trail Project.

BACKGROUND:
The City of Deer River is working to complete a trail project that connects the Elementary school on the south side of Hwy 2 north to the Robert Lundeen Recreation Area on the north side of the City. The City of Deer River applied for a Transportation Alternative grant and the project was awarded $331,480 in federal funding. Transportation Alternative grants can only be given to cities with a population over 5,000. Smaller cities must have a sponsoring agency and the City of Deer River is requesting that Itasca County agree to be that agency. The City of Deer River is willing to assume the maintenance responsibilities and will be responsible for all costs related to the project beyond the Transportation Alternatives grant (See pages 10-11 of the attached grant application). A cooperative agreement will need to be developed and entered into formalizing this agreement.

Itasca County previously sponsored the City of Deer River for two other projects that utilized safe routes to school funding.

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION:
1. TA Full Application_2022-23 Deer Rive

05/02/2023

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 05/09/2023 2:30 PM**

Greater Minnesota
Transportation Alternatives Solicitation

2022/23 Full Application

Funding in year 2025, 2026, 2027*

Table of Contents

Table of Contents 2
Overview 3
2022/23 Solicitation Timeline 3
Related Documents 3
Transportation Alternatives Full Application 4
General Information 4
Project Information 4
Contact Information 4
Project Budget 5
Table A – Eligible Items 5
Table B – Ineligible Items 5
Total Project Budget 5
ATP Project Evaluation 6
Sponsoring Agency Resolution 12
Sample Resolution Language ..... **Error! Bookmark not defined.**
Resolution Agreeing to Maintain Facility 13
Sample Resolution Language ..... **Error! Bookmark not defined.**
Application Checklist 14
Signatures 15
Appendix A: Scoring Criteria 16

Overview

For the 2022/23 application cycle, MnDOT is conducting a solicitation for Transportation Alternatives (TA) projects. Important eligibility requirements to be aware of are noted below.

- The TA funding available through this solicitation is for project construction in fiscal year 2025, 2026, and 2027. TA funding requires a 20 percent local match. Only projects located outside of the seven-county metropolitan area are eligible for TA funding. Maximum funding awards are set by each Area Transportation Partnership.

See the TA Solicitation Guidebook for more information about the program and additional eligibility requirements.

2022/23 Solicitation Timeline

- **Monday, October 3rd, 2022** – Announce TA solicitation. Open letter of intent period.
- **Monday, November 4th, 2022** – Deadline for applicants to submit letters of intent.
- **Friday, November 11th, 2022** – Deadline for RDO/MPO/district review of letters of intent. Recommendation to proceed forward with full application given to applicants.
- **Monday, November 14th, 2022** – Official start of full application period.
- **Friday, January 13th, 2023** – Deadline for applicants to submit full applications.
- **Friday, April 14th, 2023** – Deadline for ATPs to select TA projects.

Related Documents

- **TA Solicitation Guidebook –** includes information related to the overall solicitation process and eligibility requirements for TA funding.

Transportation Alternatives Full Application

General Information

Notes:

- If the overall project contains ineligible elements, please mention the entire project in the brief project description but concentrate the application and budget on the elements that are eligible for the funding you are seeking.
- Sponsoring Agencies, if sponsoring for another project applicant, are advised to have dialog with the project applicant to ascertain the level of commitment by the applicant to follow through on delivery of the project, including the potential use of eminent domain.

Project Information

Name of project: **SRTS Phase II**

Project is located in which county(ies): **Itasca**

Brief project description: **walking/biking trail to connect to a previous built section of trail which will complete the north trail project.**

Project applicant: **City of Deer River**

Project construction year applying for: 2025☒ 2026☒ 2027☒
*Please select **all years** funding could be accepted and applied towards project construction*

Contact Information

Contact person (from applicant agency/organization): **Mark Box**

Mailing address: **PO Box 70**

City: **Deer River** State: **MN** ZIP: **56636**

Phone: **218-246-8195** Fax: **218-246-9540** Email: **mark.box@deerrivermn.org**

Sponsoring agency (if different than applicant): **same**

Contact person (from sponsoring agency, if different than applicant): **same**

Project Budget

Notes:

- Please identify what costs will be incurred to carry out the proposed project, using the following budget categories as a guideline. Where appropriate, break down your costs by units purchased. For example: number of acres, cubic yards of fill, etc. Attach additional sheets if necessary.
- Cost estimates are to be submitted in current year dollars[1].

Table A – Eligible Items

Eligible work/construction item	Estimated quantity	Unit cost	Total cost
Complete list attached	See attached		414,350

Table B – Ineligible Items[2]

Ineligible work/construction item	Estimated quantity	Unit cost	Total cost
Engineering	120,000	See attached	120,000

Total Project Budget

1. Total cost of proposed project (Total Table A + Total Table B): **$534,350.**
2. Items not eligible for TA funding (Total Table B): **$120,000**
3. Total eligible costs – recommended range $100,000 to $1 million[3] (Total Table A): **$414,350.**
4. Applicant's contribution toward the eligible alternative project costs – minimum 20% match required: **$82,870**
5. Total amount requested in transportation alternatives funds (#3 minus #4): **$331,480.00**

[1] Grant recipients will need to provide a match based on the year of construction estimate developed when the grant is awarded.

[2] Includes Right of Way or Land Acquisition (e.g. appraisal fees, legal fees), Administrative Costs (e.g. preliminary and construction engineering and contingencies)

[3] See the ATP Project Evaluation section of this document for any additional requirements related to project costs.

ATP Project Evaluation

Notes: These questions were developed by the Northeast Minnesota Area Transportation Partnership.

Project Description

1. Identify the Transportation Alternatives category/categories in which your project fits:

   X Active Transportation: Develops new facilities, enhances existing facilities, or removes barriers for people walking, bicycling, or using other non-motorized modes of transportation to access daily needs.

   ☐ Wayside Rests: Constructs safety rest areas and scenic overlooks for motorists.

   ☐ Community Improvement: Enhances community improvement by controlling outdoor advertising, preserving historic transportation facilities, managing vegetation in transportation rights-of-way, and/or conducting archeological activities related to impacts of a transportation project.

   ☐ Environmental Mitigation: Mitigates environmental harm related to impacts of transportation systems.

   ☒ Safe Routes to School: Furthers Safe Routes to School programs through infrastructure- and non-infrastructure-related improvements.

   ☐ Boulevard Development: Develops boulevards and other roadways (largely in right-of-way of former Interstate System routes or other divided highways) specifically for enhanced use by people walking, bicycling, or using transit. (See *Boulevards from Divided Highways* for examples.)

2. Is your project an initiative of a local Safe Routes to School program? (Note: An infrastructure project may benefit connections to a school without being an initiative of a Safe Routes to School program.)

   YES

   a. If YES, which school(s)?

      ISD 317 King Elementary School and High School

   b. If YES, describe this school's implementation of SRTS Education strategies in the past few years.

      Each spring the bike patrol officer speaks with classrooms at the elementary school. The officer will go over bike safety with the kids. In July of each year is when the bike rodeo is held, there are riding courses and safety checks for the kids who want to participate.

   c. If YES, describe this school's implementation of SRTS Encouragement strategies

      For the many years ,30 plus, the Deer River police department has conducted a bike rodeo. Kids have a riding course and a bike safety check. The bike rodeo is backed by the community

and continues to grow each year. When the program first started there were two bikes given away. Today, the community donates around 40 bikes and tricycles each year and our local health care facility donates a bike helmet to each child. Originally this activity took place at the local elementary school but has since grown and had to be moved to a bigger venue.

King Elementary School has a walk/bike to school days. Given our location often times fall is too cold to hold this event but during the spring each year the event is promoted and has participation.

d. If YES, describe this school's implementation of SRTS Enforcement strategies in the past few years.

Deer River established a bike patrol program years ago. During the spring and summer months two senior high students were picked to be the bike patrol officers. These officers were tasked to ride around the city and look for and educate riders who may not be or did not know bike safety rules. These patrol officers would work closely with the Deer River Police Department. As the bike patrol program has grown the patrol officer's duties have grown, to where now the city has a paid summer position to monitor bike safety and operation throughout the city.

e. If YES, describe this school's implementation of SRTS Engagement strategies in the past few years.

The school annually has a walk or bike to school days program brings awareness the walking trail/ pathways.

The bike rodeo helps to educate riders with bike safety. This program has engaged the community not just the youth. There are a lot of people who take part in this annual event.

f. If YES, describe this school's implementation of SRTS Engineering strategies in the past few years.

In and around the schools the city has established school speed zones, erected cross walk signs with flashing lights, and have allowed the crosswalks to be painted by the kids that will highlight the walking / bike route to their school.

g. If YES, describe this school's implementation of SRTS Equity strategies in the past few years.

The city is building the pathways and trails to allow equal use by everyone. This grant application will directly address the equity issue. This phase of the trail will give all equal access to the recreational area. Right now, there is a portion of the route to the recreational area that users of the trail have to navigate along city streets. This may be a burier for some who can't or don't want to walk or ride on the streets. When this section of the trail is completed there will be a route from the elementary school to the recreational area. This route will pass by the high school and three senior living facilities.

h. If YES, describe this school's implementation of SRTS Evaluation strategies in the past few years.

During the first phase of the SRTS sidewalk there were crosswalks and crossing signal placed at the intersections near the elementary school. The intersection where the crosswalks are a four way stop to help alert drivers to the crosswalks.

After the project was completed, the school implemented a pick up and drop off location for students. The location is away from the main parking lot and the walking/biking route. During the morning drop off times the school has an adult at the entrance to the main parking lot to direct any drop offs to the correct location which avoids any children who are using he walking/bike route.

The city has a resource officer who monitors the traffic before and after school within the school zone. There have been no incidents involving traffic accidents and most students are using the designated walking/biking route moving to and from school. This is a testament that having an established route works.

3. Is your project an initiative of a designated Scenic Byway organization? (Note: An infrastructure project may benefit a scenic byway without being an initiative of a Scenic Byway organization.)

   NO

   a. If YES, which Scenic Byway?

      N/A

4. Describe your project and project location in detail. If you are applying for an infrastructure project, include an easy-to-read map and captioned photos of the project location.

   This phase of the trail will connect to a 2021 completed section. The connection will connect at 14th Ave and Hwy 6 and end at the Robert Lundeen Recreational Area. The recreational area is where the high school students play their fastpitch softball and baseball games. This area is also the where the elementary aged kids come to play baseball and practice the football. Having this connection will give the community a safe non-motorized off-road route to get from the schools and down town to the park. The city will be adding a section of sidewalk in 2023 that will connect directly from three of our senior housing facilities to the trail system.

5. Describe demographic conditions for the area where your project is located.

   The City of Deer River has a population of 942 with about 65% being in the low to poverty income earning bracket. The city's population is made up of about 78% white, 19% American Indian /Alaska Native, and 3% other or two or more races. Our population is 19% 65 and older 13% 55-64, 26% 35-54, 11% 25-34, 4% 18-24, and the remaining 27% children. The median income for Deer River is $32,371 compared to the USA median income of $64,994. Deer River has a poverty rate 12.3%. The aging population along with the low-income earners make it difficult for the city to complete projects like this without help from outside sources. Giving the community a safe and accessible route to move about the city is a top priority and to do this without putting more financial burden on the residents is a goal we strive to meet.

6. Estimate the average number of people expected to utilize your project on a daily basis.

This trail will be use by a variety of people every day. During the spring and fall when the school sports are in session the trail will be used as a main avenue of travel for the youth to get safely from their schools to the recreation area. The summer months will have families, individual, and visitor using the trail to recreate, shop and exercise. The senior community will have access to the trial to walk and enjoy the outdoors. Daily use average can be 50-100 people per day.

7. Describe and provide evidence about how your project will benefit the population and area it will serve.

   There best evidence I can provide is the daily use I witness on the section of trail that was completed in 2021. As soon and the trail was opened the community was using it to bike, walk, and jog. The trail has been long waited for in the community and is something the residents continue to ask for. Having a safe travel option for the community is the biggest benefit the users have. Families are getting outdoors, seniors will be able to safely get to the trail for an outdoor experience, individuals will use the trail to get to and from the downtown for shopping and work. Completing this next phase will extend the trail about another half mile and give the community an off-street travel option that will encompass the city from north border to the south border by means of a SRTS sidewalk, city sidewalk, and a SRT trail system.

Project Support and Partnerships

8. List public planning documents (from local, regional, statewide, and/or national levels) that have identified the need for your project and/or documented the design of your project. In your list, include the year each planning document was published.

   Community Health Needs Assessment

   a. For each planning document listed above, describe the public input and engagement processes (e.g., surveys, public meetings) used to identify the need and/or guide the design of your project.

      In 2013 a community health needs assessment was completed and through the findings of this report a commitee was formed made up of educators, business owners, city officials, Forword Health Foundations, Essentia Health, Leech Lake District One members, and Itasca County Health. One of the three biggest finding of the assessment was physical activity. Deer River at the time of the assessment had very little to offer in the way of a safe accessible travel option. The assessment showed that other area communities had trails, and parks which can encourage outdoor physical activities. In the years since 2018 Deer River has been able to complete a safe route to school sidewalk and a section of a safe route to school trail that gave the community a safe off the street travel option. In 2023 Deer River will be constructing a playground is the recreation area at the trails end which will enhance the user's experience.

9. If you are applying for an infrastructure project, describe the level of engineering completed for your project to date and how you engaged the public about any final design decisions. If your project is not "ready to build", describe how you will engage with the public while making final design decisions to maintain public support. (Note: If you are applying for a non-infrastructure project, skip this question.)

   Engineering for this project is at about 90% complete. The design, the route, and the cost estimates have been provided. This is a continuation of the trail program that has derived from a committee of

the community following a community health needs assessment. This assessment showed a high need to get people actively moving. After the Covid two years it became more of a need to have a place to get people actively moving and be outdoors. Once this phase of the trail is completed there will be one more of the original design route and project to complete.

10. Below, list the organizations, community groups, and/or individuals from whom you received letters or resolutions of support for your project. In addition to listing the organizations below, attach letters and resolutions of support to this application.

    Deer River Forward Health Foundation, Boys and Girls Club, ISD 317, Get Fit Itasca, City of Deer River, Essentia Health Deer River.Project Deliverability and Sustainability

11. Does the lead jurisdiction or agency have an American with Disabilities Act (ADA) transition plan in place as required by Title II of ADA, 28 CFR. Part 35 Sec. 35.105 and Sec. 35.150? (Note: "Lead jurisdiction or agency" refers to the project sponsor.)

    Yes

12. Describe your organization's and/or the sponsoring agency's history with delivering federally funded projects; if your agency has been awarded and turned back Transportation Alternatives funding in the past, identify the impacted project(s) and provide a summary explaining the circumstances.

    Yes, Deer River has completed two SRTS grant projects as well as Federally funded water and wastewater infrastructure projects. No funds or projects have been turned back by the City of Deer River.

13. Identify the key steps and timeframe you will follow for guaranteed delivery of your project.

    Submitting this application and other grant applications to get the matching dollars secured. Finalize any engineering changes that may be needed. Meeting with other community funding partners to explain the proposed project and the timelines.

14. Are you hoping to construct your project prior to the 2026 construction year?

    Yes

    a. If YES, what year are you planning to construct your project?

       2025

15. Identify the status of matching funds for your project or, if funds are not secured, plans to secure matching funds.

    Matching fund will be secured prior to the project start date. Matching grant funds will be applied for through the State of Minnesota, Forward Health Foundation, Essentia Health Foundation, Blandin Foundation, Enbridge Energy, TC Energy, Minnesota Power, Lake Country Power, and the Deer River Community Fund. In addition to the above funding sources the city councils has agreed to cover any monetary shortfall to see that the project is completed.

16. If you are applying for an infrastructure project, identify the status of project rights-of-way/property easements or, if project property is not secured, plans to secure project rights-of-way/property easements. (Note: If you are applying for a non-infrastructure project, skip this question.)

    The planned route is going to be on The City of Deer Rivers ROW. There will be no land purchases or permanent ROW needed.

17. If you are applying for an infrastructure project, identify the environmental impacts you anticipate from your project and the required permits you anticipate the need to secure. (Note: If you are applying for a non-infrastructure project, skip this question.)

    The planned route will have no negative environmental impacts. Any land or soils that are disturb will be landscaped and brought back to like new conditions as prior to the project's construction.

18. Describe your plan to manage and maintain your project into the future. If you are applying for an infrastructure project, also identify how you intend for people to use your project during winter and what kind of maintenance will support this intended use.

    The City of Deer River will be maintained the trails year around. The trails will be plowed in the winter months to allow use from walker and bikers. In the summer months the city will mow and maintain the area around and next to the trail system as well as inspect the services for any issues that may need repairs.

19. If you are recommended to receive Transportation Alternatives funding for your project, would you be willing to receive less than the amount you requested while still committing to deliver your project as presented in this application?

    NO

    a. If YES, identify the minimum amount of federal funding from this program you are willing to accept for your project. (Note: If less funding than the amount you requested is awarded, you would still be expected to deliver the project in full, as presented in this application.)

       N/A

Sponsoring Agency Resolution

Resolution 2022-35

Be it resolved that the City of Deer River agrees to act as sponsoring agency for the project identified as Deer River Community Trail Phase II seeking SRTS grant funding and has reviewed and approved the project as proposed. Sponsorship includes a willingness to secure and guarantee the local share of costs associated with this project and responsibility for seeing this project through to its completion, with compliance of all applicable laws, rules and regulations.

Be it further resolved that Mark Box is hereby authorized to act as agent on behalf of this sponsoring agency.

Certification

I hereby certify that the foregoing resolution is a true and correct copy of a resolution adopted by the City of Deer River on this 12th day of December, 2022.

SIGNED:

Signed copy attached

(Signature)

(Title)

(Date

Resolution Agreeing to Maintain Facility

Resolution 2022-34

WHEREAS: The Federal Highway Administration (FHWA) requires that states agree to operate and maintain facilities constructed with federal transportation funds for the useful life of the improvement and not change the use of right of way or property ownership acquired without prior approval from the FHWA; and

WHEREAS: Transportation Alternatives projects receive federal funding; and

WHEREAS: the Minnesota Department of Transportation (MnDOT) has determined that for projects implemented with alternative funds, this requirement should be applied to the project proposer; and

WHEREAS: the City of Deer River is the sponsoring agency for the transportation alternatives project identified as Deer River Community Trail Phase II project.

THEREFORE, BE IT RESOLVED THAT: the sponsoring agency hereby agrees to assume full responsibility for the operation and maintenance of property and facilities related to the aforementioned transportation alternatives project.

Certification

I hereby certify that the foregoing resolution is a true and correct copy of a resolution adopted by the City of Deer River on this 12th day of December, 2022.

SIGNED:

WITNESSED:

SIGNED COPY ATTACHED

(Signature)

(Signature)

(Title)

(Title)

(Date)

(Date)

Application Checklist

Notes: Check the boxes in the left column to ensure all needed materials in your application are submitted.

Application Information

- ☒ Applicant completed *General Information*.
- ☒ Applicant completed *Project Budget*.
- ☒ Applicant completed *ATP Project Evaluation*.
- ☒ Applicant attached an easy-to-read project location map as needed.
- ☒ Applicant attached captioned project location photos as needed.
- ☒ Applicant attached letters and resolutions of support.
- ☒ Applicant completed *Sponsoring Agency Resolution*.
- ☒ Applicant completed *Resolution Agreeing to Maintain Facility*.
- ☒ Applicant reviewed *Application Checklist.*
- ☒ Applicant completed *Signatures.*

Application Submission

- ☐ Applicant emailed ~~Russell Habermann (rhabermann@ardc.org)~~ the complete application package, including a Word file of this completed application, by 4:30 p.m. on January 14, 2022.

Signatures

Notes: Signatures are required from the following – project applicant; sponsoring agency engineer, if different than the project applicant; a representative of the local unit of government in which the project is located; and the MPO Executive Director, if the project is located in a MPO area.

Mark Box *01/06/2023*

(Applicant Signature) *(Date)*

(Sponsoring Agency Engineer Signature) *(Date)*

Mark Box *01/06/2023*

(Local Unit of Government Signature) *(Date)*

(If in MPO area, signature of MPO Executive Director) *(Date)*

Appendix A: Scoring Criteria

Notes: Each application will be scored by the Northeast Minnesota Area Transportation Partnership's Transportation Alternatives Task Force on the following criteria, which were developed by the Northeast Minnesota Area Transportation Partnership.

Project meets TA program goals [15 points possible, 30%]

1. Project accomplishes the goals for its respective TA program category/categories. (Note: For a self-identified Safe Routes to School project, this category will consider implementation of a comprehensive program.) *See Questions 1, Questions 2-3 if applicable.* [5 points]

2. Project benefits the population and area it serves, as demonstrated by the applicant's consideration of community performance measures (i.e., community health, economic prosperity, environmental health, social justice, traffic safety) and use of sound sources to prove the proposed project will enhance these measures. *See Questions 4-7.* [10 points]

Project has public support [15 points possible, 30%]

3. Project demonstrates public support by being included in planning documents produced with appropriate levels of public input and engagement. *See Question 8.* [5 points]

4. Applicant has secured public support by having final project designs approved through public processes and/or has a sound plan in place to maintain public support while final project design decisions are made. (Note: If you are applying for a non-infrastructure project, you will receive full points for this category.) *See Question 9.* [5 points]

5. Project letters of support and resolutions demonstrate a high level of community and regional support. *See Question 10.* [5 points]

Project has high chance for deliverability [20 points possible, 40%]

6. Applicant demonstrates it can effectively deliver its project on time. *See Questions 12-14 and Question 17.* [5 points]

7. Applicant has secured matching funds or has a sound plan in place to secure matching funds. *See Question 15.* [5 points]

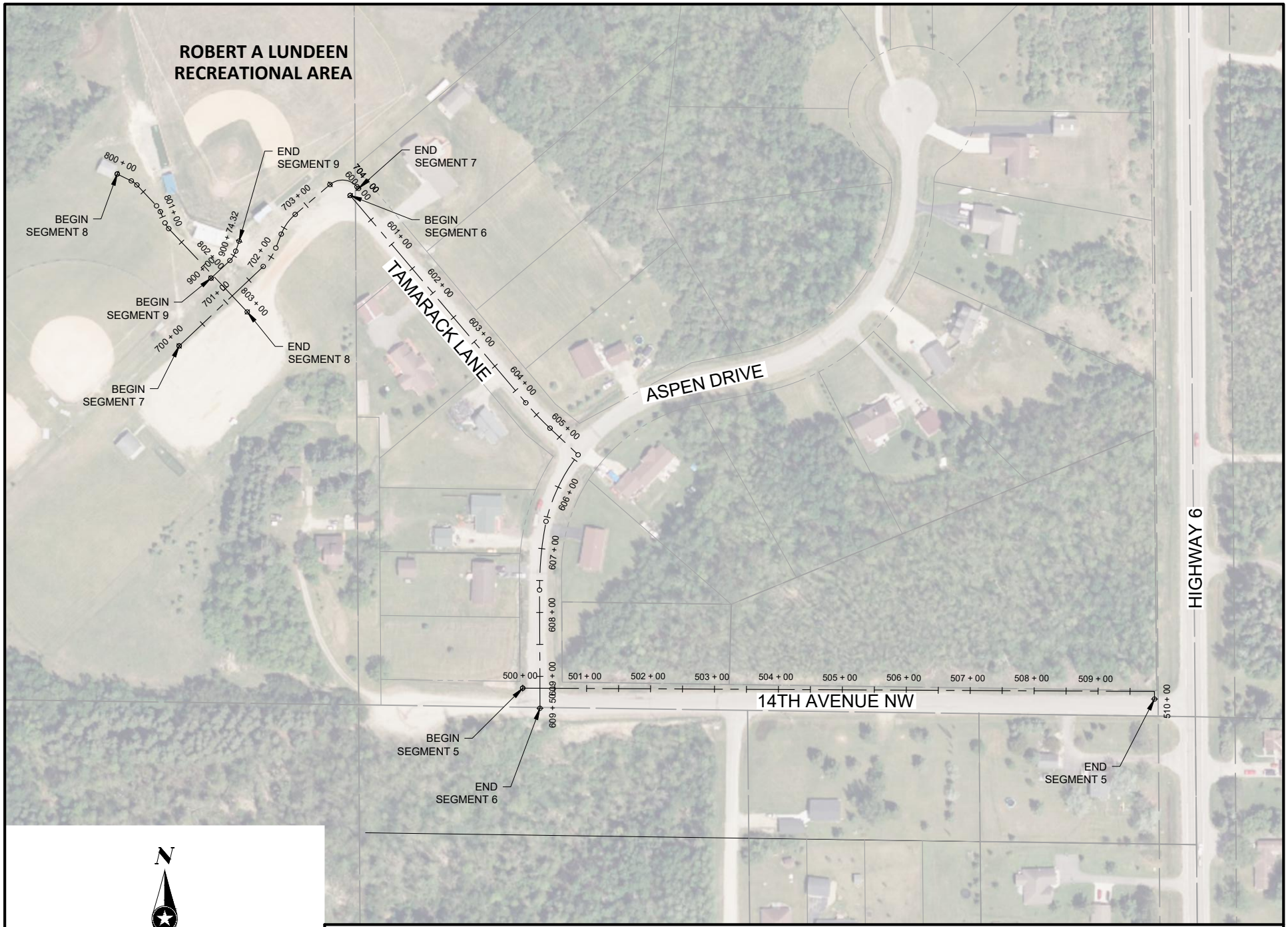
8. Applicant has secured project rights-of-way/property easements or has a sound plan in place to secure project rights-of-way/property easements. (Note: If you are applying for a non-infrastructure project, you will receive full points for this category.) *See Question 16.* [5 points]

9. Applicant has a sound plan in place to maintain its project. *See Question 18.* [5 points]

DEER RIVER MN
SAFE ROUTES TO SCHOOL
X:\AE\D\DEERR\165378\Trail Estimate\[SEQ_SPLITS_DEERR_159282_SP 031-090-011_120122.xlsx]ENGINEER'S EST SPLITS (2023)
DESIGNED WITH SAP 031-090-011
CONSTRUCTION YEAR 2023

							PHASE 2 TRAIL ESTIAMTE									
							SEGMENT 5 MULTI-USE TRAIL		SEGMENT 6 MULTI-USE TRAIL		SEGMENT 7 MULTI-USE TRAIL		SEGMENT 8 MULTI-USE TRAIL		SEGMENT 9 MULTI-USE TRAIL	
LINE NO.	ITEM NO.	DESCRIPTION	UNITS	UNIT PRICE	TOTAL QUANTITY	TOTAL PRICE	QUANTITY	PRICE	QUANTITY	PRICE	QUANTITY	PRICE	QUANTITY	PRICE	QUANTITY	PRICE
1	2011.601	CONSTRUCTION SURVEYING	LUMP SUM	$7,500.00	1.0	$7,500.00	0.3	$2,250.00	0.5	$3,750.00	0.12	$900.00	0.06	$450.00	0.02	$150.00
2	2021.501	MOBILIZATION	LUMP SUM	$50,000.00	1	$50,000.00	0.3	$15,000.00	0.5	$25,000.00	0.12	$6,000.00	0.06	$3,000.00	0.02	$1,000.00
3	2101.501	CLEARING AND GRUBBING	LUMP SUM	$1,000.00	1	$1,000.00	0.3	$300.00	0.5	$500.00	0.12	$120.00	0.06	$60.00	0.02	$20.00
4	2101.505	GRUBBING	ACRE	$3,000.00	0.05	$150.00	0.05	$150.00								
5	2104.502	SALVAGE SIGN TYPE SPECIAL	EACH	$65.00	1	$65.00			1	$65.00						
6	2104.502	SALVAGE SIGN PANEL TYPE C	EACH	$50.00	3	$150.00			3	$150.00						
7	2104.502	SALVAGE PIPE APRON	EACH	$100.00	2	$200.00	2	$200.00								
8	2104.502	REMOVE MAILBOX SUPPORT	EACH	$50.00	5	$250.00			5	$250.00						
9	2104.502	SALVAGE MAILBOX SUPPORT	EACH	$50.00	1	$50.00			1	$50.00						
10	2104.502	REMOVE HYDRANT	EACH	$400.00	1	$400.00	1	$400.00								
11	2104.503	REMOVE WATER MAIN	LIN FT	$20.00	5	$100.00	5	$100.00								
12	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	$3.00	1880	$5,640.00			1880	$5,640.00						
13	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	$6.00	21	$126.00			21	$126.00						
14	2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	$5.00	76	$380.00			76	$380.00						
15	2104.504	REMOVE CONCRETE PAVEMENT	SQ YD	$12.00	41	$492.00			41	$492.00						
16	2105.507	COMMON EXCAVATION (P)	CU YD	$35.00	727	$25,445.00	80	$2,800.00	303	$10,605.00	269	$9,415.00	61	$2,135.00	14	$490.00
17	2105.507	SUBGRADE EXCAVATION	CU YD	$25.00	512	$12,800.00	400	$10,000.00			45	$1,125.00	45	$1,125.00	22	$550.00
18	2105.507	SELECT GRANULAR BORROW (CV)	CU YD	$25.00	762	$19,050.00	600	$15,000.00	50	$1,250.00	45	$1,125.00	45	$1,125.00	22	$550.00
19	2112.519	SUBGRADE PREPARATION	RD STA	$250.00	25.40	$6,350.00	9.27	$2,317.50	9.24	$2,310.00	3.64	$910.00	2.61	$652.50	0.64	$160.00
20	2118.507	AGGREGATE SURFACING (CV) CLASS 5	CU YD	$60.00	98	$5,880.00	35	$2,100.00	62	$3,720.00	1	$60.00				
21	2211.507	AGGREGATE BASE (CV) CLASS 5	CU YD	$75.00	358	$26,850.00	189	$14,175.00	28	$2,100.00	74	$5,550.00	53	$3,975.00	14	$1,050.00
22	2231.604	BITUMINOUS PATCH SPECIAL 3	SQ YD	$60.00	1051	$63,060.00			1051	$63,060.00						
23	2360.509	TYPE SP 9.5 WEARING COURSE MIX (2,B)	TON	$120.00	289	$34,680.00	163	$19,560.00	9	$1,080.00	61	$7,320.00	46	$5,520.00	10	$1,200.00
24	2451.607	CRUSHED ROCK (CV)	CU YD	$50.00	10	$500.00	4	$200.00	3	$150.00			3	$150.00		
25	2501.502	INSTALL PIPE APRON	EACH	$100.00	2	$200.00	2	$200.00								
26	2501.502	15" GS PIPE APRON	EACH	$500.00	2	$1,000.00							2	$1,000.00		
27	2501.502	18" GS PIPE APRON	EACH	$550.00	1	$550.00			1	$550.00						
28	2501.503	15" CS PIPE CULVERT	LIN FT	$50.00	26	$1,300.00							26	$1,300.00		
29	2501.503	18" CS PIPE CULVERT	LIN FT	$60.00	13	$780.00			13	$780.00						
30	2501.503	24" CS PIPE CULVERT	LIN FT	$65.00	18	$1,170.00	18	$1,170.00								
31	2501.602	18" PIPE APRON	EACH	$300.00	2	$600.00			2	$600.00						
32	2501.603	18" PIPE CULVERT	LIN FT	$50.00	10	$500.00			10	$500.00						
33	2501.603	24" PIPE CULVERT	LIN FT	$60.00	15	$900.00	15	$900.00								
34	2502.602	CONNECT TO EXISTING PIPE DRAIN	LIN FT	$150.00	5	$750.00	2	$300.00	3	$450.00						
35	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	$1,700.00	1	$1,700.00	1	$1,700.00								
36	2504.602	INSTALL HYDRANT & VALVE	EACH	$2,000.00	1	$2,000.00	1	$2,000.00								
37	2504.602	ADJUST VALVE BOX	EACH	$300.00	1	$300.00			1	$300.00						
38	2504.603	6" WATERMAIN DUCTILE IRON CL 52	LIN FT	$100.00	10	$1,000.00	10	$1,000.00								
39	2504.608	WATERMAIN FITTINGS	POUND	$30.00	36	$1,080.00	36	$1,080.00								
40	2521.518	6" CONCRETE WALK	SQ FT	$14.00	894	$12,516.00			650	$9,100.00	167	$2,338.00			77	$1,078.00
41	2531.504	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	$65.00	26	$1,690.00			26	$1,690.00						
42	2531.618	TRUNCATED DOMES	SQ FT	$50.00	144	$7,200.00			124	$6,200.00	20	$1,000.00				
43	2540.602	INSTALL MAILBOX SUPPORT	EACH	$100.00	1	$100.00			1	$100.00						
44	2540.602	MAIL BOX SUPPORT	EACH	$150.00	5	$750.00	5	$750.00								
45	2563.601	TRAFFIC CONTROL	LUMP SUM	$10,000.00	1	$10,000.00	0.3	$3,000.00	0.5	$5,000.00	0.12	$1,200.00	0.06	$600.00	0.02	$200.00
46	2564.502	INSTALL SIGN PANEL TYPE C	EACH	$250.00	4	$1,000.00			4	$1,000.00						
47	2564.502	INSTALL SIGN PANEL TYPE SPECIAL	EACH	$300.00	1	$300.00			1	$300.00						
48	2564.518	SIGN PANELS TYPE C	SQ FT	$125.00	48	$5,937.50	21.5	$2,687.50	10.75	$1,343.75	10.75	$1,343.75	2.25	$281.25	2.25	$281.25
49	2571.524	CONIFEROUS TREE 5' HT B&B	TREE	$1,000.00	2	$2,000.00							2	$2,000.00		
50	2573.501	STABILIZED CONSTRUCTION EXIT	LUMP SUM	$5,000.00	1	$5,000.00	0.3	$1,500.00	0.5	$2,500.00	0.12	$600.00	0.06	$300.00	0.02	$100.00
51	2573.502	STORM DRAIN INLET PROTECTION	EACH	$175.00	16	$2,800.00	4	$700.00	11	$1,925.00	1	$175.00				
52	2573.503	SILT FENCE, TYPE MS	LIN FT	$3.50	2683	$9,390.50	945	$3,307.50	1737	$6,079.50	1	$3.50				
53	2573.503	SEDIMENT CONTROL LOG TYPE STRAW	LIN FT	$8.00	950	$7,600.00	950	$7,600.00								
54	2574.505	SOIL BED PREPARATION	ACRE	$2,000.00	0.72	$1,440.00	0.29	$580.00	0.17	$340.00	0.19	$380.00	0.05	$100.00	0.02	$40.00
55	2574.507	COMMON TOPSOIL BORROW	CU YD	$35.00	291	$10,185.00	117	$4,095.00	69	$2,415.00	77	$2,695.00	20	$700.00	8	$280.00
56	2574.508	FERTILIZER TYPE 3	POUND	$4.00	147	$588.00			59	$236.00	67	$268.00	16	$64.00	5	$20.00
57	2574.508	FERTILIZER TYPE 4	POUND	$5.00	29	$145.00	29	$145.00								
58	2575.505	SEEDING	ACRE	$3,000.00	0.72	$2,160.00	0.29	$870.00	0.17	$510.00	0.19	$570.00	0.05	$150.00	0.02	$60.00
59	2575.505	WEED SPRAYING	ACRE	$2,000.00	0.38	$760.00	0.15	$300.00	0.09	$180.00	0.1	$200.00	0.03	$60.00	0.01	$20.00
60	2575.505	MOWING	ACRE	$1,500.00	1.44	$2,160.00	0.58	$870.00	0.34	$510.00	0.38	$570.00	0.1	$150.00	0.04	$60.00
61	2575.506	WEED SPRAY MIXTURE	GAL	$350.00	0.21	$73.50	0.08	$28.00	0.05	$17.50	0.05	$17.50	0.02	$7.00	0.01	$3.50
62	2575.508	HYDRAULIC REINFORCED FIBER MATRIX	POUND	$3.00	674	$2,022.00					479	$1,437.00	117	$351.00	78	$234.00
63	2575.508	SEED MIXTURE 25-151	POUND	$6.00	51	$306.00			20	$120.00	23	$138.00	6	$36.00	2	$12.00
64	2575.508	SEED MIXTURE 33-261	POUND	$25.00	11	$275.00	11	$275.00								
65	2575.601	EROSION CONTROL	LUMP SUM	$2,500.00	1	$2,500.00	0.3	$750.00	0.5	$1,250.00	0.12	$300.00	0.06	$150.00	0.02	$50.00
66	2575.604	ROLLED EROSION PREVENTION CATEGORY 25	SQ YD	$4.00	2535	$10,140.00	1397	$5,588.00	813	$3,252.00	325	$1,300.00				
67	2582.503	4" SOLID LINE PAINT (WR)	LIN FT	$3.00	1795	$5,385.00			1795	$5,385.00						
68	2582.503	6" SOLID LINE PAINT (WR)	LIN FT	$4.00	164	$656.00			164	$656.00						
				ESTIMATED CONSTRUCTION COST		**$380,027.50**		**$125,948.50**		**$173,967.75**		**$47,060.75**		**$25,441.75**		**$7,608.75**
				CONTINGENCY (10%)		$38,002.75		$12,594.85		$17,396.78		$4,706.08		$2,544.18		$760.88
				ESTIMATED ENGINEERING (20%)		$76,005.50		$25,189.70		$34,793.55		$9,412.15		$5,088.35		$1,521.75
				ESTIMATED TOTAL COST		**$494,035.75**		**$163,733.05**		**$226,158.08**		**$61,178.98**		**$33,074.28**		**$9,891.38**

SUMMARY	
CONSTRUCTION YEAR	**ESTIMATED TOTAL COST**
2023	$494,035.75
2024	$513,797.18
2025	$534,349.07
2026	$555,723.03
2027	$577,951.95
ASSUMED WITH 4% CONSTRUCTION INFLATION	



Save: 12/19/2022 12:38 PM jnewman Plot: 12/19/2022 12:40 PM X:\AE\D\DEERR\159282\5-final-dsgn\51-drawings\10-Civil\cad\dwg\exhibit\EASEMENT EXHIBITS\1 SRTS Segments 5-9.dwg

SEH

PROJECT NO.
DEERR159282

DATE:
12/19/2022

PROPOSED PROJECT EXHIBIT
SRTS SEGMENTS 5-9
DEER RIVER, MINNESOTA

FIGURE
NO. 1

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

Tuesday, May 2, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3045

DEPARTMENT: Land Department
PRESENTER: Cindy Shevich

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Easement for Access Over and Across Tax-Forfeited Trust Land

BOARD ACTION REQUESTED:
Approve easement for ingress and egress over that part of an existing roadway, known as West Balsam Road located on tax-forfeited trust lands in Section 8, Township 58, Range 24 and authorize necessary signatures.

BACKGROUND:
This easement is for ingress and egress to benefit adjacent landowners.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Easement to Johnson Final
2. Survey Easement attachment

05/02/2023

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 05/09/2023 2:30 PM**

ROAD EASEMENT

In consideration of payment of the sum of Six hundred thirty-eight and no/100ths **DOLLARS ($100.00 application fee; $50.00 for road length; 488.00 for land value; $0 timber damages to be paid when incurred),** receipt of which is hereby acknowledged, and pursuant to authority of the Itasca County Board of Commissioners of said County, herein called **"Grantor"**, on _____, there is hereby granted to Timothy J. Johnson and Michelle R. Johnson, husband and wife, whose address is 26993 W. Balsam Road, Bovey, MN 55709 (their heirs and assigns, herein called "**Grantee**", an easement over tax-forfeited land for the purpose of ingress and egress over a roadway no more than 16.5 **feet** in width to travel by vehicle or other means on, over, through and across the following described land, to-wit:

Over and across that part of Northwest Quarter of the Southwest Quarter (NW SW), Section Eight (8), Township Fifty-eight (58), Range Twenty-four (24), more particularly described on the attached survey.
The portion of road under this license is approximately 837 feet in length.

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

1. Easement is granted pursuant to the provisions of Minnesota Statutes Section 282.04, Subd. 4a.
2. Easement shall be non-exclusive and appurtenant to and for the benefit of the parcel of land described as: The Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4) and Government Lot Seven (7), all in Section Seven (7), Township Fifty-eight (58), Range Twenty-four (24), Itasca County, Minnesota.

3. The Itasca County Board of Commissioners, by resolution dated ____ day of _____**,** 2023**,** has prescribed the terms set forth below.
4. Road construction and maintenance activities under such easement shall not exceed 16.5 feet in width without written approval by the Land Commissioner.
5. Road must be constructed and maintained in a manner that complies with forest management guidelines and county policy as followed by the Itasca County Land Department on similar tax-forfeited trust lands. Current road construction and maintenance guidelines should be obtained from the Land Department prior to planning such activities. Grantee shall be reasonable for control of noxious weeds on easement Right of Way according to Minnesota Statute Sections 18.75 to 18.91. All plans for road construction and significant maintenance must be pre-approved by the Land Commissioner prior to implementation to assure compliance with current requirements.
6. All roadway construction and maintenance desired by the **Grantee** or required by the **Grantor** pursuant to the terms of this easement, shall be the responsibility of the **Grantee** without any cost to the **Grantor** except that road damage caused by the **Grantor**, its agents or contractors (the general public does not constitute an agent of the **Grantor**), shall be the responsibility of the **Grantor** to restore the road condition to what it was upon commencement of Grantor's activities without any cost to the **Grantee**. **Any merchantable timber cut and forest regeneration damaged on the above mentioned right-of-way by the Grantee will be paid for by the Grantee at prevailing timber prices prior to being incurred.**
7. The roadway which is the subject of this easement shall be open for public use.
8. The map attached to this easement agreement is intended to show the approximate location of the road under easement. The **Grantor** does not guarantee the accuracy of this map, and the **Grantee** relies upon the same at their own peril. In the event that the **Grantee** desires or needs a survey, such survey shall be at the sole expense of the **Grantee**.
9. Prior to consideration of this roadway for establishment as a public road by Itasca County or any Township, the roadway must be constructed to standards as set forth in the Itasca County Subdivision Ordinance as in effect as of the day of consideration for establishment.
10. The **Grantee** shall indemnify and hold the **Grantor** harmless from any and all liability for injury to, or death of, the **Grantee**, its agents, guests or invitees or destruction of, or damage to, the property of the **Grantee**, its agents, guests or invitees in any manner arising from or

out of the existence, condition, operation or use of the roadway by the **Grantee**, its agents, guests or invitees. Further, the **Grantee** shall indemnify and hold the **Grantor** harmless from any and all liability for injury to, or death of, persons; or loss or destruction to or damage to property intentionally caused by the **Grantee**, its agents, guests or invitees. Intentionally means the actor either has a purpose to do the thing or cause the result specified or believes the act performed by the actor, if successful, will cause that result.

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

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

Name: Timothy J. Johnson & Michelle R. Johnson
Address: 26993 West Balsam Road
Bovey, MN 55709

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

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

County of Itasca, State of Minnesota

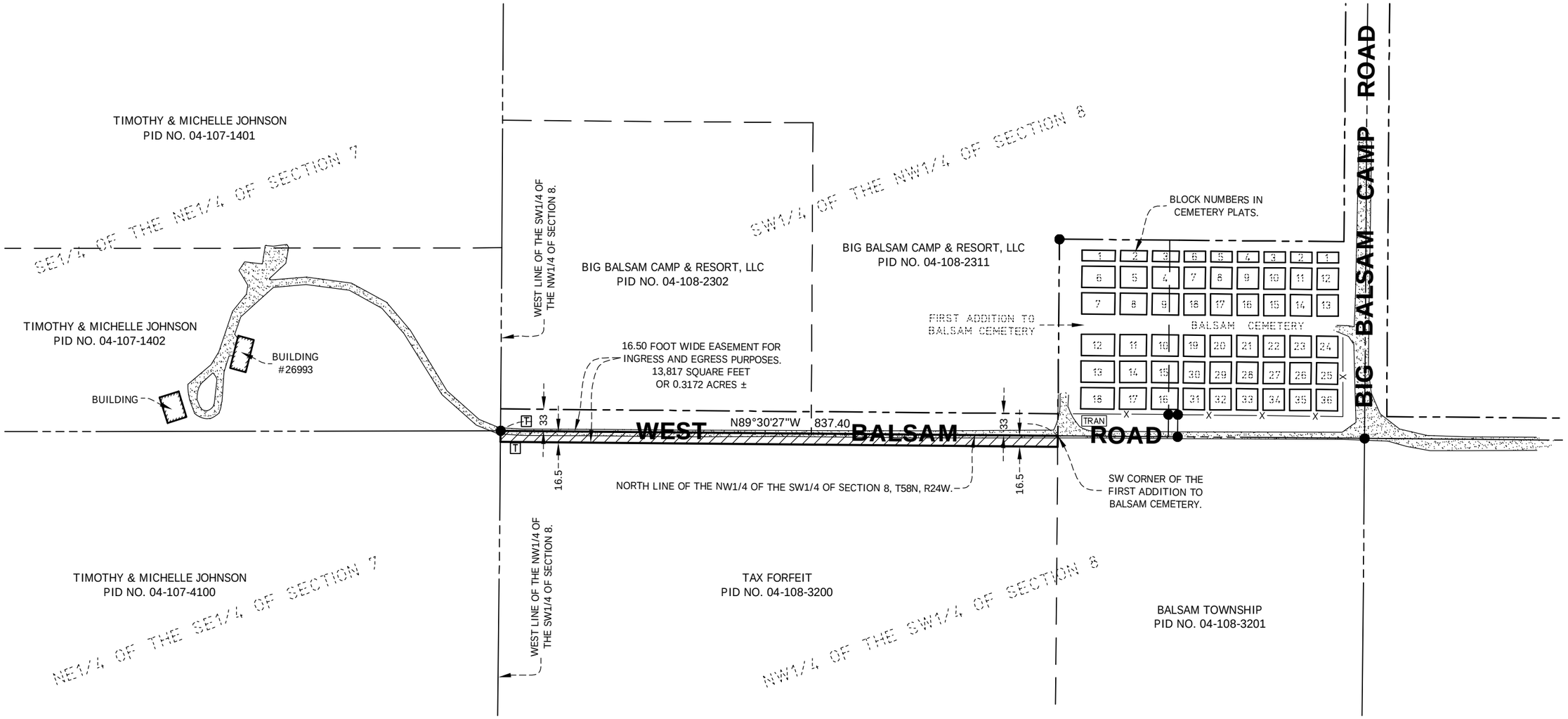
_____
by Austin Rohling
Itasca County Auditor
Itasca County, Minnesota

STATE OF MINNESOTA)
) ss.
COUNTY OF ITASCA)

On this _____ day of _____, 2023, before me a notary within and for said county, personally appeared Austin Rohling, 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 he executed the same in his official capacity as his free act and deed pursuant to statutes and in such case made and provided and pursuant to the authority of the Itasca County Board of Commissioners.

_____
Notary

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



LEGEND:

- ● Iron monument found
- ○ 1/2 inch iron monument set, marked "JPJ ENG 21401"
- T telephone pedestal
- TRAN transformer
- Gravel surface

N

SCALE: 1 INCH = 160 FEET

0 80 160 320

SCALE IN FEET

EASEMENT DESCRIPTION:

A 16.50 foot wide easement for ingress and egress purposes over and across, that part of the Northwest Quarter of the Southwest Quarter of Section 8, Township 58 North, Range 24 West, Itasca County, Minnesota, the north line of said easement is described as follows:

Beginning at the southwest corner of the FIRST ADDITION TO BALSAM CEMETERY, according to the recorded plat thereof, Itasca County, Minnesota; thence North 89 degrees 30 minutes 27 seconds West, assumed bearing, along the north line of said Northwest Quarter of the Southwest Quarter, a distance of 837.40 feet to the west line of said Northwest Quarter of the Southwest Quarter and said line there terminating.

The side lines of said easement shall be prolonged or shortened to terminate on the west line of said FIRST ADDITION TO BALSAM CEMETERY and its southerly extension and on the west line of said Northwest Quarter of the Southwest Quarter.

SURVEYOR NOTES:

Orientation of the bearing system is based on the north line of NW1/4 of the SW1/4 of Section 8, T58N, R24W, to have a bearing of N 89°30'27" W.

JPJ Engineering has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate and current title search may disclose.

CERTIFICATION:

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

Signed this 27th day of February, 2023 for JPJ Engineering, Inc.

Randy M. Morton, PLS License Number 21401

JPJ
Engineering
Land Surveying
Site Development

JPJ ENGINEERING, INC
425 Grant Street
Hibbing, MN 55746
(218) 262-5528
•
5670 Miller Trunk Hwy
Duluth, MN 55811
(218) 720-6219

www.jpjeng.com

SKETCH & DESCRIPTION

For: Stinson, LLP

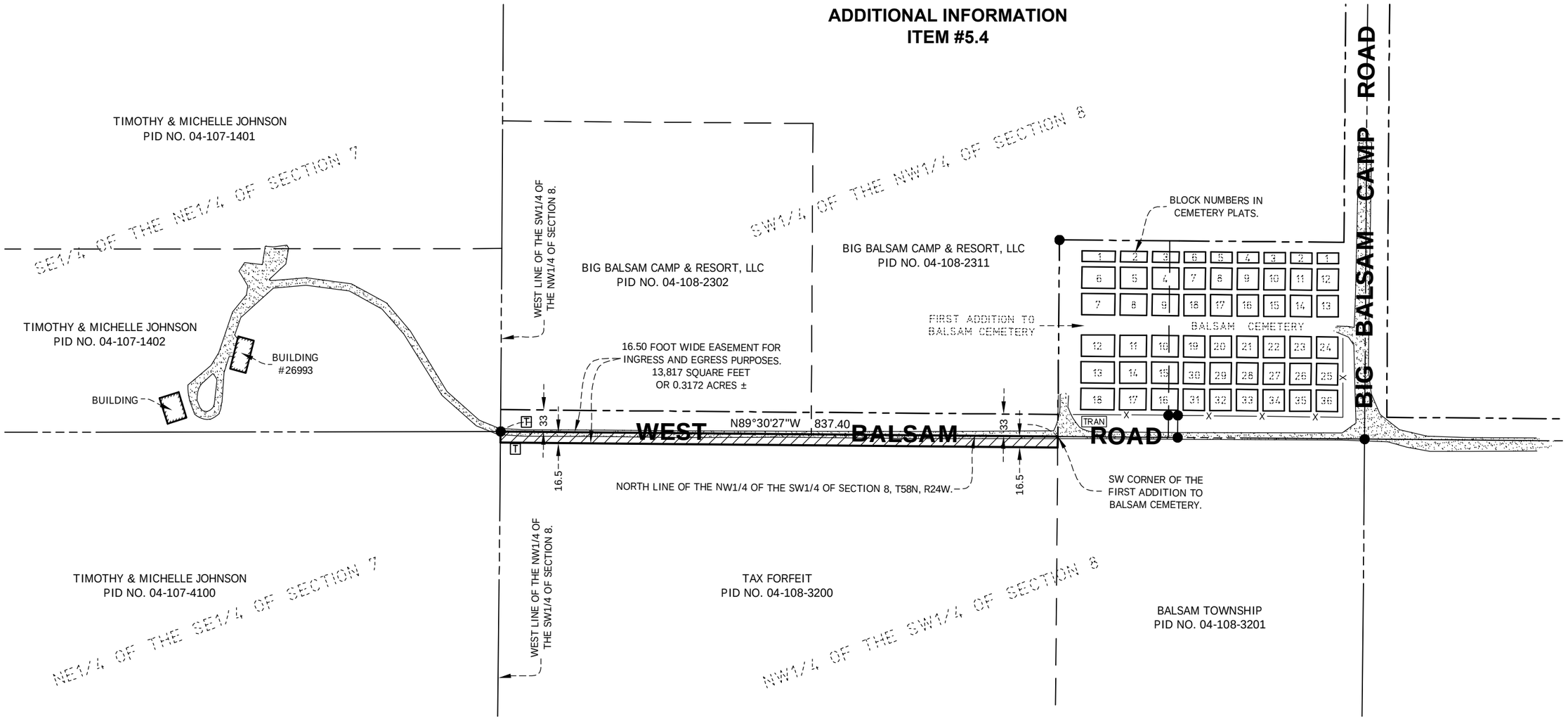
26993 West Balsam Road, Bovey, Minnesota 55709

Part of the NW1/4 of the SW1/4 of Section 8, T58N, R24W, Itasca County, Minnesota.

SURVEY BY :	JMH
DRAWN BY :	RMM
DESIGNED BY :	
APPROVED BY :	RMM
DATE:	2/27/2023
PROJECT NUMBER	22-104
SHEET NUMBER	1 OF 1

T:\Stinson LLP\22-104 Access Desc Itasca County\dwg\700\22-104 Sketch & Desc NW SW.dwg 2/27/2023 2:25 AM

ADDITIONAL INFORMATION
ITEM #5.4



LEGEND:

- ● Iron monument found
- ○ 1/2 inch iron monument set, marked "JPJ ENG 21401"
- T telephone pedestal
- TRAN transformer
- Gravel surface

N

SCALE: 1 INCH = 160 FEET

0 80 160 320

SCALE IN FEET

EASEMENT DESCRIPTION:

A 16.50 foot wide easement for ingress and egress purposes over and across, that part of the Northwest Quarter of the Southwest Quarter of Section 8, Township 58 North, Range 24 West, Itasca County, Minnesota, the north line of said easement is described as follows:

Beginning at the southwest corner of the FIRST ADDITION TO BALSAM CEMETERY, according to the recorded plat thereof, Itasca County, Minnesota; thence North 89 degrees 30 minutes 27 seconds West, assumed bearing, along the north line of said Northwest Quarter of the Southwest Quarter, a distance of 837.40 feet to the west line of said Northwest Quarter of the Southwest Quarter and said line there terminating.

The side lines of said easement shall be prolonged or shortened to terminate on the west line of said FIRST ADDITION TO BALSAM CEMETERY and its southerly extension and on the west line of said Northwest Quarter of the Southwest Quarter.

SURVEYOR NOTES:

Orientation of the bearing system is based on the north line of NW1/4 of the SW1/4 of Section 8, T58N, R24W, to have a bearing of N 89°30'27" W.

JPJ Engineering has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate and current title search may disclose.

CERTIFICATION:

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

Signed this 27th day of February, 2023 for JPJ Engineering, Inc.

Randy M. Morton, PLS License Number 21401

JPJ
Engineering
Land Surveying
Site Development

JPJ ENGINEERING, INC
425 Grant Street
Hibbing, MN 55746
(218) 262-5528
•
5670 Miller Trunk Hwy
Duluth, MN 55811
(218) 720-6219

www.jpjeng.com

SKETCH & DESCRIPTION

For: Stinson, LLP

26993 West Balsam Road, Bovey, Minnesota 55709

Part of the NW1/4 of the SW1/4 of Section 8, T58N, R24W, Itasca County, Minnesota.

SURVEY BY :	JMH
DRAWN BY :	RMM
DESIGNED BY :	
APPROVED BY :	RMM
DATE:	2/27/2023
PROJECT NUMBER	22-104
SHEET NUMBER	1 OF 1

T:\Stinson LLP\22-104 Access Desc Itasca County\dwg\700\22-104 Sketch & Desc NW SW.dwg 2/27/2023 2:25 AM

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

Tuesday, May 2, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3046

DEPARTMENT: Land Department
PRESENTER: Kory Cease

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
2023 Grand Rapids Speedway Agreement

BOARD ACTION REQUESTED:
Approve the 2023 Fairgrounds Race Track Agreement between Itasca County and Grand Rapids Speedway Inc. and authorize necessary signatures.

BACKGROUND:
This standard lease agreement layout and language was developed with the County Attorney's Office (Re: CRT - 4171). Proceeds will be sent to the Itasca County Agricultural Association to be placed in the Fairgrounds Park Maintenance Fund. The Security Deposit will be held by Itasca County.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. 2023_Grand Rapids Speedway_Lease Agreement

05/02/2023

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 05/09/2023 2:30 PM**

County of Itasca, Minnesota
Lease Agreement

This Agreement is made effective this **25th day of April 2023**, by and between **Itasca County** ("Lessor"); and **Grand Rapids Speedway, Inc.**, ("Lessee"). For good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge the parties agree as follows:

1. **Authority.** This Agreement is granted pursuant to the provisions of Minnesota Statutes Section 373.01, Subdivision(1)(a)(4) and Minnesota Statutes Section 398.32, Subdivision 3.

2. **Premises**. Lessor in consideration of the terms, conditions and contracts contained herein, and subject to such special conditions as are set forth in the Special Conditions attached hereto and made a part hereof and marked as **Exhibit A**, **Exhibit B** attached hereto and made a part hereof, and the payment of the Lease Agreement Fee to be paid by Lessee, Lessor hereby leases to the Lessee, subject at all times to sale, contract and use for other purposes, the non-exclusive rights in the described Premises as set forth below:

☐ A - Cattle barn

☐ B - Horse barn

☐ C - Beef Barn

☐ D – Poultry

☐ F - United Methodist Church

☐ H - New Moose Club

☐ I - Corn Palace

☐ J - Solid Rock

☐ K - Bingo Hall

☐ L – Eagles

☐ M - All Purpose

☐ N - Announcement Booth

☐ O - Children's barn

☐ P – Restroom

☐ Q - 4H Food Booth

☐ T - Conservation Building

☐ V - Agriculture/Horticulture Building

☐ W - 4H Exhibit

☐ X - Commercial Exhibit

☐ Y - Committee on Aging

☐ Z - Arts and Craft

☐ AA – Gazebo

☐ CC - Old Beer Garden

☐ DD - DNR Building

☒ EE - Grand Stand

☐ FF – Storage

☐ GG – Shelter

☐ HH - Trailhead Building

☐ Grounds

☒ Parking Lot

☒ Race Track

☐ Horse Arena

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

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

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

5. **Term**. The term of this Agreement shall commence on the date set forth above and shall end at 12:00 a.m. on **October 1st, 2022**. The term of this Agreement is subject to termination pursuant to the default provisions in paragraph 10 herein. The Agreement may be extended or modified if provided for in the **Special Conditions** marked as **Exhibit A.**

6. **Lease Agreement-Fee.** Lessee shall pay to Lessor a non-refundable Lease Agreement Fee of **$700.00 per Race Event** for the non-exclusive rights to the Premises as set forth above or as set forth in the Special Conditions marked as **Exhibit A**.

7. **Security Deposit**. Simultaneously with the execution of this Lease, Lessee shall deposit with Lessor the sum of **Twelve Hundred Dollars ($ 1,200.00)** as a security deposit. Such security deposit shall be considered as security for the payment and performance by Lessee of all of Lessee's obligations, covenants, conditions and agreements under this Lease. Upon the expiration of the term hereof, Lessor shall, provided that Lessee is not in default under the terms hereof, return and pay back such security deposit to Lessee as set forth below. In the event of any default by Lessee hereunder, Lessor shall have the right, but shall not be obligated, to apply all or any portion of the security deposit to cure such default, in which event Lessee shall be obligated to promptly deposit with Lessor the amount necessary to restore the security deposit to its original amount.

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

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

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

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

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

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

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

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

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

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

10.6 Lessee may terminate this Agreement for good cause, which will be at the discretion of the Lessor. In the event that this Agreement is terminated for good cause at the discretion of the Lessor, any paid lease-fees shall not be refundable, and the security deposit shall be handled in accordance with numbers 7, 7.1, and 7.2 above.

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

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

12.1 Indemnification. Lessee agrees to defend, indemnify and hold harmless Lessor, its elected officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney fees resulting directly or indirectly from any act or omission of Lessee, anyone directly or indirectly employed by them and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Agreement and against all loss by reason of failure of said Lessee to perform fully, in any respect, all obligations under this Agreement. See **Exhibit B**.

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

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

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

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

15. Right to Control. It is understood that the Lessor hereby reserves the right to control and manage the Premises and to enforce all necessary and proper rules for the management and operation of the Premises and for the Lessor employees or other authorized representatives to enter and exercise their authority at the Premises at any time. The Lessor also reserves the right, but not the duty, through its employees and representatives, to eject any objectionable person or persons from the Premises and Lessee hereby waives any and all claims for damages against the Lessor or any of its representatives resulting from the exercise of this authority.

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

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

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

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

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

Lessor	**Lessee**
Itasca County c/o Land Commissioner Itasca County Land Department 1177 LaPrairie Avenue Grand Rapids, Minnesota 55744	Grand Rapids Speedway, Inc. P.O. Box 424 Grand Rapids, MN 55744 Bob Broking – President 218 259-4697

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

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

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

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

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

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

EXECUTION

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

Dated this _____ day of _____, _____.

Lessee: **Grand Rapids Speedway, Inc.**
(Bob Broking)

By: _____

Its _____

Lessor: **County of Itasca**

By: _____

Its: _____
Chair of the Board of Commissioners

By: _____

Its: _____
Clerk of the Board of Commissioners

APPROVED AS TO FORM & EXECUTION

By: _____
Itasca County Attorney

Exhibit A

Special Conditions Supplement to Lease Agreement

This document shall be considered the Special Conditions to the Lease Agreement between Itasca County, hereinafter referred to as "Lessor", and **Grand Rapids Speedway, Inc.**, hereinafter referred to as "Lessee", which was made effective on the **25th day of April 2023**.

Both Lessor and Lessee mutually agree to the following in addition to the terms contained in the Lease Agreement made effective on the **25th day of April 2023**.

Description of allowed activities below (i.e., beer garden, vendors, food booths, activities requiring license/permit, detailed description of event, etc.):

Provide racing events for the summer of 2023. Provide 3 food booths and one beer shack – with proper permit.

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

1. The Lessee is required to conduct the racing events once each week during the term of this agreement and shall only be excused from the requirements when the race is canceled due to inclement weather or other reasons beyond the control of the Lessee. The failure of Lessee to do the above shall constitute a default in the Agreement.
2. That an act of GOD may determine the fate of either party as it relates to the terms of this Agreement.
3. Both parties agree to put forth an effort to ensure that the beauty of the fairgrounds is maintained by establishing and limiting parking to established parking areas.
4. It is understood by both parties that the income and expenses for each party, as it relates to the stock car racing program, are subject to review by the other party for the sole purpose of reaching a fair and equitable rental fee.

Other Considerations

1. Lessee may conduct stock car racing once each week commencing May 1st, 2023, and terminating October 1st, 2023. Any request for an additional race in any week shall be subject to the approval of Lessor.
2. Lessee is allowed to sell alcoholic beverages as long as Lessee provides a copy of a current Liquor license/permit and is in compliance with the conditions set forth in the Lease Agreement.
3. Lessee shall be responsible for the safe conduct of related stock car races and will provide necessary personnel and officials to operate said racing program. This shall include adequate security personnel for protection at all times during said racing program.

4. Lessee agrees to not knowingly allow gambling or consumption of alcoholic beverages on said premises during related stock car racing program unless proper licensing/permitting is obtained and with approval of Lessor.
5. Lessee shall obtain all necessary permits pertaining to related stock car racing and shall comply with all applicable Federal, State, and local laws, statutes, ordinance, rules and regulations, including obtaining necessary licenses/permits to operate concession stands.
6. Lessee shall have ambulance available and necessary medical facilities and personnel to insure proper safety and care for persons participating in the related racing program as well as track officials, grandstand personnel and spectators, and shall in addition thereto, supply proper firefighting equipment should a fire start as a result of the related stock car racing program.
7. Lessee shall provide the necessary equipment and shall be responsible for the proper preparation and maintenance of racetrack during described racing season.
8. Lessee shall align itself with the majority of the racing facilities in the surrounding areas by sanctioning WISSOTA.
9. Lessee agrees to clean the pit area, grandstand, and parking area used by spectators after each weekly racing program, **preferably the night of or the following morning after racing has occurred.**
10. Lessee shall not have a stock car racing program during the weekend of the Northern Minnesota Swap Meet & Car Show unless this restriction is waived by the sponsors of the Northern Minnesota Swap Meet & Car Show.
11. Lessee shall have exclusive rights to the advertising sign space available on the back of the grandstand, the center of the racetrack, on the pit wall at the end of the track and the fence adjacent to the parking lot. Sign holders have been guaranteed a year of advertising and have exclusive rights to their advertising spaces at the Itasca County Fairgrounds for a fee paid to West Range Racing Incorporated (WRRI), to include the events at Itasca County Fairgrounds, regardless of who is sponsoring the event. No further funding will be required of them for their advertising billboards to be displayed. This excludes potential signs.
12. Due to the high cost of maintenance WRRI, requests that they be consulted in regard to any usage of the Grand Rapids Speedway before any events are scheduled or allowed to run on the track surface during the course of the year.

And in consideration of all other terms and conditions herein set forth, the Lessor agrees to the following:

1. Lessor agrees to pay the cost of electricity and water for the racing events.

2. Lessor grants Lessee exclusive rights to all concession and concession related products during all related stock car racing programs, with the following exception: Other concession stands will be allowed to be open outside of the grandstand during the fair.

Mobile Food booths will be limited to ____3____ mobile food booths.

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

Tuesday, May 2, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3047

DEPARTMENT: Land Department
PRESENTER: Kory Cease

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
2023 Firewise Grant

BOARD ACTION REQUESTED:
Approve 2023 Firewise grant application, accept the grant and authorize the necessary signatures if awarded.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Itasca County_Firewise Grant Application_2023_Signed
2. 2023 Firewise Budget

05/02/2023

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 05/09/2023 2:30 PM**

Minnesota Department of Natural Resources

FIREWISE Community Grant Application

Application for: Mitigation within the Minnesota FireWise Community Program
Through
Northeastern Area Hazard Mitigation – Federal Assistance

Applicant

Community (Organization) applying for grant Itasca County

Community Information

Fiscal Agent: Itasca County
(Community or Organization receiving and disbursing funds)

Address: 1177 LaPrairie Ave.

Grand Rapids, MN 55744

Authorized Representative Kory Cease
(Name/Title)

Address: Same as Above.

Phone (primary): 218-327-7392

Phone (other): 218-327-2855

Email: kory.cease@co.itasca.mn.us Fax: 218-327-4160

Fire Department: _____
(If different than applicant.)

Fire Chief: _____

Other Community Contacts (Optional):

Name	Title	Phone

FIREWISE Community Grant Application (page 2)

- ❑ Our community is National Incident Management System (NIMS) compliant

We have a current Fire Action Plan that includes wildfire suppression and prevention. It is the:

- ❑ Yes, Itasca County CWPP County Emergency Operations Plan or CWPP (please circle).
- ❑ _____ Fire Department Emergency Operations Plan
- ❑ _____ CWPP is in the process of development.
- ❑ We would like to develop a Community Wildfire Protection Plan (CWPP) or we need assistance gaining NIMS compliance. Please contact us: phone _____.

What is the grant for?

We are applying for a FireWise Community Grant to:

The grant will further the goals of the Itasca CWPP by reducing risks from wildfire, making Itasca County a safer place to live. Itasca County is requesting funding to continue the twelfth year of the Itasca County Firewise Communities and Chipper Days programs, conducting wildfire fuels assessments and mitigation, as well as community educational activities. The Itasca County Firewise Coordinator will continue to serve as the lead for Itasca County Firewise Community activities through this grant, and continue working with communities to clean up recent storm damage.

Narrative summary:

1) List the assessment activities to be accomplished under this grant.

Assessment duties will continue to follow direction from Itasca CWPP, RFDs, DNR and other project partners to determine potential assessment areas. New and/or after review assessments and follow up work for individual Itasca County property owners will be done as needed and will ensure that all assessment activities conform to DNR Firewise standards. Program will encourage property owners to implement Firewise practices and participate in the Firewise Community program. Recent storm blowdown areas have created fuel loads to several Firewise communities.

2) List the planning activities to be accomplished under this grant and describe the final product resulting from this planning effort:

Identify eligible project areas and activities for participating Firewise Community homeowner groups. Develop a timeline with neighborhood volunteers to complete authorized fuel mitigation work for individual projects, then plan and coordinate corresponding homeowner activities.

3) List and describe each mitigation activity to be accomplished under this grant:

Work with Firewise communities, Itasca County residents, homeowners, and lake associations to coordinate, organize and carry out mitigation activities. Emphasis will be placed on areas with highest wildfire risk, recent storm blowdown areas, those identified as needing fuel mitigation, as well as project areas that can be expanded to provide increased effectiveness of defensible spaces.

4) Describe the educational activities and products resulting from this grant:

Provide wildfire fuel reduction, home defensible space and Firewise education literature and presentations to interested organizations, community groups, and others, either identified by the Coordinator, State Firewise Specialist, or requested.

EXHIBIT "A"

Budget (list each activity from the narrative summary, sections 1-4, in the appropriate category)	Grant Request ($)	Cash Match ($)	In-Kind Match ($)
Assessment and Planning (1 & 2) Firewise Coordinator *Coordinator will coordinate and conduct Firewise educational program goals, compile Firewise services and expense reporting, help coordinate update of CWPP, and assist with other Firewise activities where possible. Coordinator will schedule, conduct and coordinate Firewise hazardous fuel mitigation and chipper program with homeowners, services/ expense reporting and assist with other Firewise activities where possible.* *Mileage is included at current IRS rates for Coordinator activities.*	$14,925.51 Project Support	$8,528.00 Project Support $1,000.00 Mileage	$2,000.00 Itasca Land Dept. staff and CWPP members
Mitigation Activities (3) *Provide fuel mitigation and equipment rental (ASV & pickup) to 30-35 (150-200 homeowners) Firewise Communities via mitigation chipping program.*	$28,495.00 Vendors gathering & hauling vegetative material in support of chipper days activities	$10,105.00 Vendors gathering & hauling vegetative material in support of chipper days activities	$94,146.00 130 Homeowners X 30 hrs. each X $24.14 per hr. In-kind

EXHIBIT "A"

Educational Activities (4) *Promote Firewise program and activities through website, outreach, updating CWPP, community education to homeowner groups, lake associations, Firewise Communities, schools & educators (fire prevention week). Educate homeowners/ Firewise communities on defensible space and property access problems. COVID restrictions may limit what and how educational materials are provided.*	$5,000.00		$4,000.00 Itasca Land Dept., Fire Departments, Sheriff's Dept., CWPP members
Totals	**$48,420.51**	**$19,633.00**	**$100,146.00**
Total Project Cost (Add three column totals together)	**$168,199.51**		

(The grant request amount must be no more than 50% of the total project cost)

SPECIAL NOTE: **Applications that have activities in more than one Category (1-4 in Budget and Narrative) will receive priority, with applications that focus on mitigation activities preferred. It is understood that these preferences will not exclude applications submitted for the development of Community Wildfire Protection plans. Your Regional Firewise Specialist will work with you to make sure your grant will meet the requirements of the program.**

All local governing bodies and authorities, if applicable, must approve all projects. Attach letters of approval as needed.

Estimated time it will take to complete this project? Eight (8) Month(s)
(Maximum 18 months)

Anticipated date to start this project May 15, 2023

Anticipated date the project will be finished December 31, 2023

Authorized signature: Kory Cease Digitally signed by Kory Cease Date: 2023.04.14 12:46:13 -05'00' Date: April 14, 2023

Position: Land Commissioner

Other signatures, as required by the community:

Authorized signature: _____ Date: _____

Position: _____

Authorized signature: _____ Date: _____

Position: _____

Return completed application to your Firewise Specialist closest to you:

Northwest Region
William "BJ" Glesener
Firewise Specialist
MN DNR – Forestry
2115 Birchmont Beach Rd.
Bemidji, MN 56601
(218) 308-2364

Northeast Region
Mimi Barzen
Program Specialist
MN DNR – Forestry
1201 E Hwy 2
Grand Rapids, MN 55744
218-327-4119

Central and Southern Region
Linda Gormanson
Firewise Specialist
MN DNR – Forestry
16543 Haven Rd
Little Falls, MN 56345
(320)616-2450 x229

FIREWISE staff only

FIREWISE Contact: _____

DNR Area: _____ Area Staff Advisor: _____

Internal Use Only:							
Speed Chart	**Fund**	**FinDeptID**	**Appr. ID**	**Agency Cost 1**	**Agency Cost 2**	**Approved:**	**Date:**
PC Bus. Unit	**Project**		**Activity**		**Source Type**		

2023 Firewise Budget				
Itasca County Firewise Program				
COORDINATOR	**Hours**	**Hourly $**	**Total $**	**Comments**
Firewise Coordinator	940	$33.00	$31,020.00	
Mileage			$1,000.00	
TOTAL ASSESSMENT & PLANNING			**$32,020.00**	
MITIGATION	**Hours**	**Hourly $**	**Total $**	**Comments**
Vendor Contract				
40 hours/week for 8 weeks	256	$170.00	$43,520.00	
TOTAL MITIGATION			**$43,520.00**	
EQUIPMENT			**Total $**	**Comments**
ASV rental	(9 weeks)		$9,000.00	
Truck rental	(9 weeks)		$4,500.00	
Equipment Fuel			$2,500.00	
TOTAL EQUIPMENT			**$16,000.00**	
EDUCATION			**Total $**	**Comments**
Schools - Fire Prevention Week,				
Firewise Community & Homeowner Meetings			$5,000.00	
TOTAL EDUCATION			**$5,000.00**	

2023 Firewise Budget:			**96,540.00**

Funding Sources

DNR Firewise Grant

Coordinator	$14,925.51
Mitigation	$18,600.00
Fuel	$500.00
Equip. Rental	$9,395.00
Education	$5,000.00
Total Grant $	**$48,420.51**

Itasca County ETF

Coordinator	$8,528.00
Mileage	$1,000.00
Fuel	$2,000.00
Mitigation	$4,000.00
Equipment Rental	$4,105.00
Total Co. ETF $	**$19,633.00**

County Title III (USFS) Funds

Coordinator	$7,566.49
Mitigation	$20,920.00
Total Co. Title III $	**$28,486.49**

Total 2023 Budget $ $96,540.00

Firewise Grant Budget

Grant & County	**$68,053.51**
In-kind	**$100,146.00**
2023 Grant Budget	**$168,199.51**

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

Tuesday, May 2, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3054

DEPARTMENT: Land Department
PRESENTER: Cindy Shevich

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Tax-Forfeited Land Sale to Adjoining Landowners

BOARD ACTION REQUESTED:
Adopt the Resolution Re: Authorizing and Fixing the Notice and Terms of Tax-Forfeited Land Sale to Adjoining Landowners.

BACKGROUND:
The Land Department is requesting that the County Board set the values and terms of sale per the attached Notice and Terms of Tax-Forfeited Land Sale to Adjoining Landowners.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Notice and Terms 23-06-19
2. ADJ LO LIST spring 2023
3. Adj LO June 23 maps

05/02/2023

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 05/09/2023 2:30 PM**

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, May 2, 2023

RESOLUTION

RE: AUTHORIZING AND FIXING THE NOTICE AND TERMS OF TAX-FORFEITED LAND SALE TO ADJOINING LANDOWNERS

WHEREAS, the County Board has classified and appraised certain tax forfeited lands and list of said lands has been filed with the County Auditor, classification of said lands have been duly approved by the Town Boards and Municipalities and the appraised value of timber has been duly approved by the County Land Commissioner, and

WHEREAS, the County Board is by law designated with authority to provide for the sale of such forfeited lands on terms included in the Notice and Terms of Tax-Forfeited Land Sale to Adjoining Landowners,

NOW THEREFORE BE IT RESOLVED, that the Notice and Terms of Tax-Forfeited Land Sale to Adjoining Landowners be given by certified mail to all adjoining landowners as provided by Minnesota Statute 282.01, subdivision 7a, that the County Auditor of Itasca County shall open sealed bids for such tracts of land for sale in the order in which they appear in said Notice at 10:00 A.M. on MONDAY, JUNE 19, 2023 at the ITASCA COUNTY LAND DEPARTMENT, 1177 LAPRAIRIE AVENUE, GRAND RAPIDS, MN 55744.

NOTICE AND TERMS OF TAX-FORFEITED LAND SALE TO ADJOINING LANDOWNERS
ITASCA COUNTY LAND DEPARTMENT – MONDAY, JUNE 19, 2023, 10:00 A.M.

NOTICE IS HEREBY GIVEN, that I shall offer for sale to adjoining landowners through sealed bids, and at not less than the appraised value, the following described tracts of land forfeited to the State of Minnesota for nonpayment of taxes, which have been classified and appraised as provided by law. Said sale will be governed as to terms by resolution of the County Board authorizing the same, sealed bids shall be opened at **10:00 A.M. on MONDAY, JUNE 19, 2023.**

KORY CEASE, Itasca County Land Commissioner JEFF WALKER, Itasca Co. Auditor/Treasurer

RESOLUTION OF COUNTY BOARD AUTHORIZING AND FIXING
THE TERMS OF SALE TO ADJOINING LANDOWNERS

WHEREAS, the County Board has classified and appraised certain tax forfeited lands and list of said lands has been filed with the County Auditor, classification of said lands have been duly approved by the Town Boards and Municipalities and the appraised value of timber has been duly approved by the County Land Commissioner, and

WHEREAS, the County Board is by law designated with authority to provide for the sale of such tax-forfeited lands on terms included in the Notice of Sale,

NOW, THEREFORE, BE IT RESOLVED, that the Notice Of Tax-Forfeited Land Sale be given by certified mail to all adjoining landowners as provided by Minnesota Statute 282.01, subdivision 7a, that the County Auditor of Itasca County shall open sealed bids for such tracts of land for sale in the order in which they appear in said Notice of Sale at 10:00 A.M. on Monday, June 19, 2023 at the ITASCA COUNTY LAND DEPARTMENT, 1177 LA PRAIRIE AVENUE, GRAND RAPIDS, MN 55744.

TERMS OF SALE

The County Board is by law designated to provide for the sale of such land on terms and such tracts shall be sold on the following terms, to wit: The appraised value of timber products listed and 15% of the appraised value of the land must be paid on the day of the land sale, except that for tracts under $501.00, the full amount of the tract is due on the day of the sale. Any remaining balance must be paid within 30 days. No timber shall be cut, removed, or damaged until the entire purchase price for the tract is paid in full.

The land and improvements are being sold AS IS and the County makes no warranties as to the condition of any buildings, wells, septic systems, soils, roads, or any other thing on the tract. The tract is being sold with the understanding that the buyer and seller agree to waive disclosures required under Minnesota Statutes Chapters 513.52 to 513.60, and 103I.235 and any associated liabilities. No representation is made as to the condition of any structure, its fixtures or contents, or the suitability for any particular use.

All tracts of land sold hereunder shall be subject to zoning ordinances, existing easements, existing railway and highway easements, power and pipeline easements and leases, if any. Sold lands that are currently zoned “public” shall be rezoned upon sale at no cost to the purchaser.

All lands whether zoned or not zoned which do not abut a legalized highway are subject to any and all existing restrictions empowered by statute relating to the expenditure of public lands.

Any lands herein offered for sale that do not adjoin or are located on a suitable legally established and maintained public highway or road, the township wherein said lands may be located, or any other municipality, shall not for a period of five years, be obligated to the establishment, construction or additional maintenance of any public roads or the expenditure of any public funds for the benefit of the owner or occupant of any lands purchased, by reason of the ownership or occupancy of any of this land; provided further that nothing herein shall be construed to create any obligation directly or indirectly on the part of any municipality of the expenditures of any money for the benefit of said tracts after the expiration of said five year period.

Any tract of land on the list is subject to withdrawal from sale by the County Board or Land Commissioner when it appears to be in the public interest to do so.

Tracts shall be sold through sealed bid. All bids must be submitted using the attached "Sealed Bid Form." The completed "Sealed Bid Form" must be submitted in a sealed envelope with the provided label affixed as the addressee and received at the ITASCA COUNTY LAND DEPARTMENT, 1177 LA PRAIRIE AVENUE, GRAND RAPIDS, MN 55744, at or before 10:00 A.M. on MONDAY, JUNE 19, 2023. Payment per these terms of sale must be enclosed in the envelope with the completed "Sealed Bid Form," in the form of a cashier's or certified check. Cash or personal checks will NOT be accepted and will result in the rejection of the bid. Payment from unsuccessful bids will be returned via certified mail. Itasca County reserves the right to reject any and all bids until the sales have closed. Successful bidders will be contacted and must sign a purchase agreement and return it to the Land Department by 4:30 p.m. on July 17, 2023. In the event of identical bids on a tract, the submitting bidders will be notified and an oral auction involving said bidders will take place at the Itasca County Land Department beginning 10:00 A.M. on June 20, 2023 in the order of the tracts in this listing.

Any and all tracts which received zero qualifying bids at said bid opening date and time may be purchased by a qualifying bidder at not less than the appraised price on a first come, first served basis starting at 8:00 a.m. June 20, 2023 until such time the County Board or Land Commissioner appears it to be in the public interest to withdraw from sale.

Pursuant to Minnesota Statute 282.12, the State of Minnesota shall reserve all tax-forfeited minerals and mineral rights, and water power rights on tax-forfeited lands.

Pursuant to Minnesota Statute 284.28, there will be added to the sale price of any tax-forfeited land, an amount equal to three percent (3%) of the total sale price, said additional amount to be deposited to the State Treasury and credited to the tax-forfeited land assurance account.

Pursuant to Minnesota Statute 282.014, a $25.00 fee will be charged to purchasers of tax-forfeited land for issuance of the state tax deed. Minnesota Statute 282.014 further requires that all State tax deeds be recorded with the County Recorder prior to issuing the deed to the purchaser. The purchaser must pay the $46.00 recording fee. In the event of Torrens Property there may be additional recording fees.

A deed tax of $1.65 for the first $3,000.00 of the purchase price. For any purchase price over $3,000, the purchaser shall pay $1.65 per every $500.00 of the purchase price payable to the County Auditor/Treasurer.

Purchaser is required to pay a fee of $50.00 for recording the well certificate where applicable, prior to the Auditor/Treasurer delivering the deed to the purchaser.

Certain tracts of tax-forfeited land located within cities forfeited with unpaid special assessments for improvements. These special assessments were cancelled at the time of forfeiture. Upon sale of this land, the municipality may establish a re-assessment schedule for payment of a portion or all the unpaid special assessments. **Itasca County recommends that individuals check for assessments with the municipality office in which the tract is located.**

Except for land in platted subdivisions and lands conveyed for correcting legal descriptions, all deeds requested after August 1, 1991, will contain the following statement: This property is not eligible for enrollment in a state funded program providing compensation for conservation of marginal land and wetlands.

ALL SALES ARE FINAL. IN CASES OF PAYMENT DEFAULT, ITASCA COUNTY WILL RETAIN THE DOWN PAYMENT (I.E. 15% OF APPRAISED LAND VALUE, ETC.) AS PENALTY AND DAMAGES, AND WILL, AT ITS SOLE DISCRETION, DECIDE WHETHER THE TRACT(S) WILL BE RE-OFFERED TO THE NEXT HIGHEST BIDDER.

Itasca County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment and the provision of services. Prospective bidders who require special accommodations to participate in this sale should inform the Real Estate Office more than three business days before the sale. You may write to the return address shown on this notice or call telephone no. 218-327-2855 or TDD no. 218-327-2806 or 218-327-2847.

Questions regarding the sale should be directed to Itasca County Land Department, Real Estate Office, 1177 La Prairie Avenue, Grand Rapids, MN 55744 (telephone 218-327-2855).

Tax-Forfeited Land Sale to Adjoining Landowners June 19, 2023

By sealed bid

TRACT	SEC	TWP	RGE	ACRES*	LEGAL DESCRIPTION	PARCEL ID	TIMBER APPRAISED	LAND APPRAISED	TOTAL APPRAISED
A202301	17	149	29	40.26	Southwest Quarter of the Southeast Quarter	28-017-4300	$ 5,000.00	$ 28,000.00	$ 33,000.00
A202302	3	145	25	40.16	Southeast Quarter of the Northeast Quarter	29-103-1400	$ 4,500.00	$ 22,800.00	$ 27,300.00
A202303	4	146	25	40.8	Northeast Quarter of the Southeast Quarter	32-004-4100	$ 2,500.00	$ 28,400.00	$ 30,900.00
A202304	21	55	27	60.49	Government Lot One (1)	69-021-1100	$ 4,000.00	$ 51,800.00	$ 55,800.00
A202305	1	143	25	29.77	Pt Northwest Quarter of the Southwest Quarter**	73-001-3201	$ 250.00	$ 9,000.00	$ 9,250.00

*Acres listed are not based on a survey and are an approximation only.

** See attached legal description

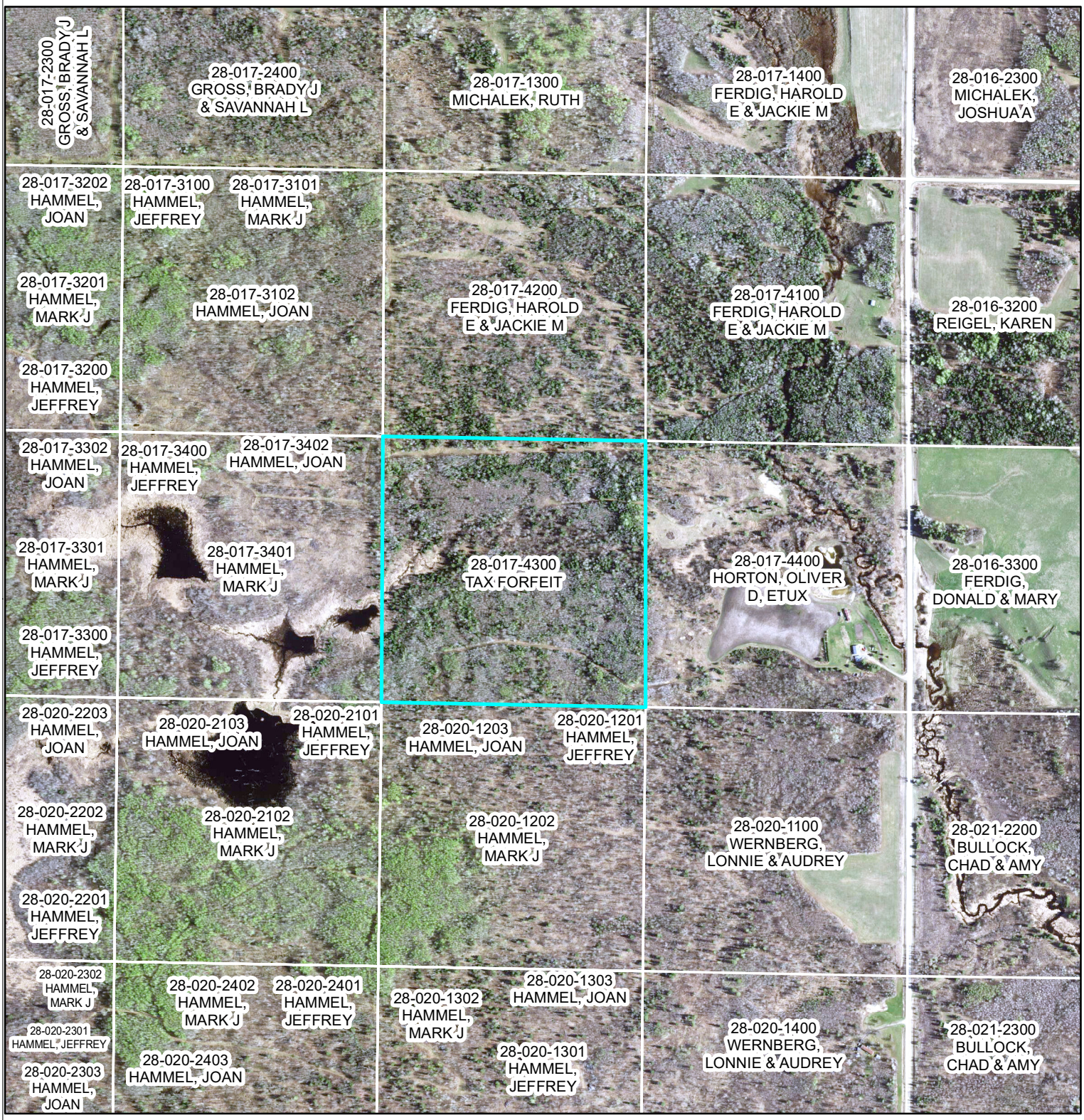
Legal Description Tract A202305

Parcel # 73-001-3201

That part of the Northwest Quarter of the Southwest Quarter (NW1/4 SW1/4), Section One (1), Township One Hundred forty-three (143), lying South and East of the following described line: Beginning at a point on the North line of said tract, 290 feet East of the Northwest corner; thence South 8 degrees East 800 feet; thence South 6 degrees West 435 feet; thence Southwesterly 350 feet; more or less, to a point on the West line of said tract 1270 feet South of the Northwest corner.

SALE PARCEL: TRACT A202301 **PARCEL #28-017-4300**

SW1/4 SE1/4, Section 17, Twp 149, Rge 29
Moose Park Twp
Acres 40.26



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

N
W E
S

0 250 500
Feet

SALE PARCEL: TRACT A202302 **PARCEL #29-103-1400**

SE1/4 NE1/4, Section 3, Twp 145, Rge 25
MorseTwp
Acres 40.16

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

N
W E
S

0 Feet

SALE PARCEL: TRACT A202303 **PARCEL #32-004-4100**

NE1/4 SE1/4, Section 4, Twp 146, Rge 25
Oteneagen Twp
Acres 40.80

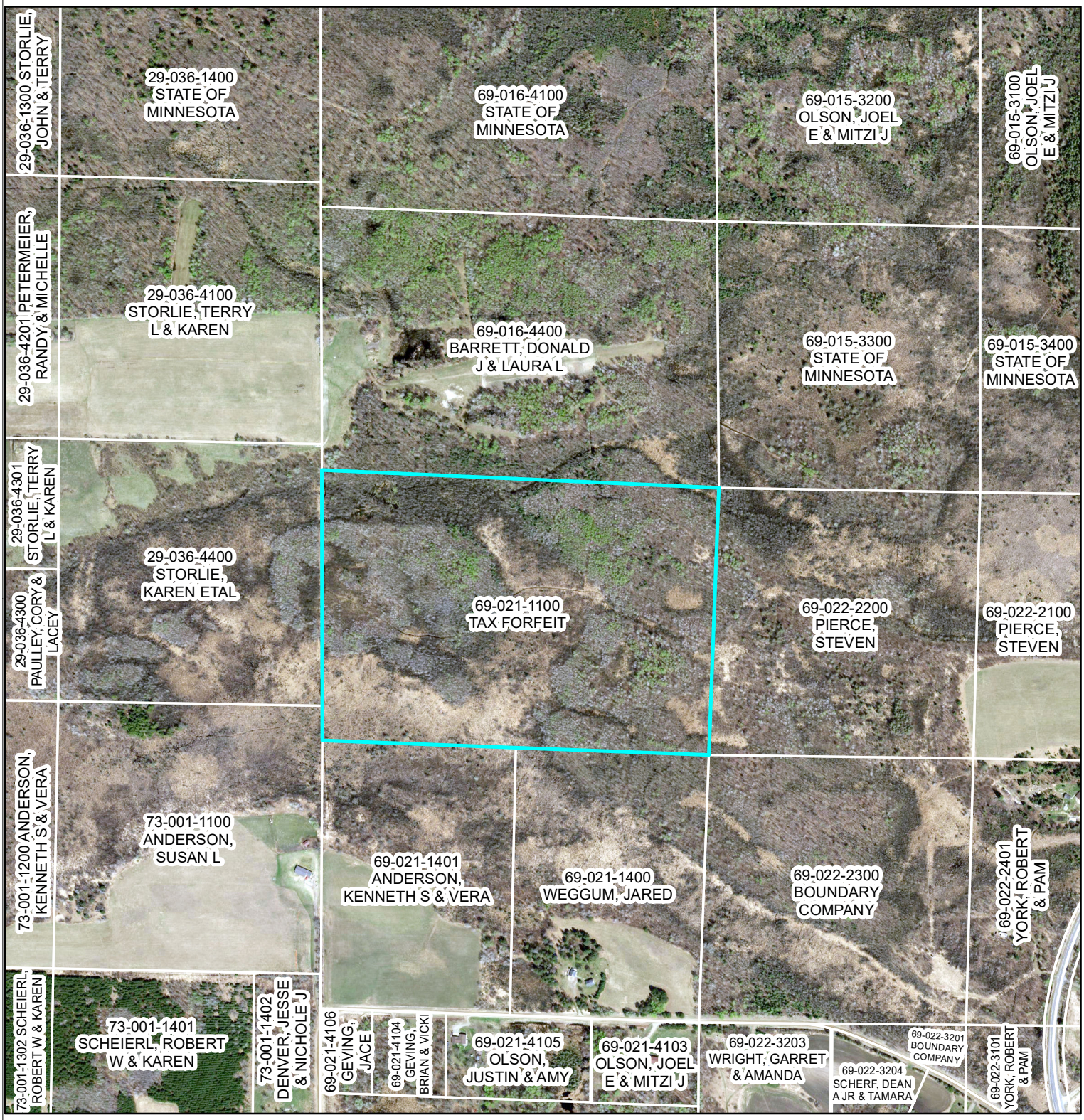
The Data is provided "as is" without warranty or any representation of accuracy, timeliness or completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the requester. The County makes no warranties, express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

N
W E
S

0 2500
Feet

SALE PARCEL: TRACT A202304 **PARCEL #69-021-1100**

Gov't Lot 1, Section 21, Twp 55, Rge 27
Unorg. 55-27
Acres 60.49



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

N
W E
S

0 250 500
Feet

SALE PARCEL: TRACT A202305 **PARCEL #73-001-3201**

Pt of NW1/4 SW1/4, Section 1, Twp 143, Rge 25

Unorg. 143-25

Acres 29.77

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

N W E S

0 250 500

Feet

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

Tuesday, May 2, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3057

DEPARTMENT: Land Department
PRESENTER: Michael Gibbons

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Notice of Oral Auction of Timber

BOARD ACTION REQUESTED:
Authorize the notice of intermediate and regular oral bid auction of timber to be given by publication in the official newspaper of the County as provided by law, and that Land Commissioner offers such tracts of timber in order which they appear in said notice, and that sale shall commence at 10:30 AM on Wednesday June 7, 2023 at Cohasset Community Center.

BACKGROUND:
Recommend for consent

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION:
1. Newspaper Timber Auction Notice- June 2023

05/02/2023

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 05/09/2023 2:30 PM**

NOTICE OF INTERMEDIATE AND REGULAR TIMBER AUCTION SALE

Itasca County Forest Lands are FSC Certified by
NEPCon, NC-FM/COC-001709; FSC 100%

Pursuant to the May 9, 2023, official action of the Itasca County Board of Commissioners and under the provisions of Minnesota Statute 282.04, as amended, timber on tax-forfeited land within Itasca County will be offered for sale WITHOUT the sale of land at an Intermediate and Regular Auction at **10:30 A.M. on Wednesday, June 7, 2023, at the Cohasset Community Center, Cohasset, MN.** Timber will be sold to the highest bidder at not less than the appraised value listed on the Timber Report. Bidding shall be by ORAL BID ONLY. Bid up shall be by two (or even numbered) percent increments, the percent bid up to be added to the appraised price. Itasca County reserves the right to accept or reject any or all bids. **Prior to being able to bid on county timber auctions, eligible bidders must sign a one-time affidavit of compliance and the bidder must be listed on the Minnesota DNR Qualified Purchasers list, in good standing, as provided for in Minnesota statute 90.145. All bidders who have not previously registered (i.e. signed Affidavit of Compliance) must register prior to 4:30 p.m. on Tuesday, June 6, 2023.** Interested bidders are responsible to know and comply with all permit regulations and eligibility limits. Bidders must be 18 years and older and in good standing with Itasca County. No bidder can act in any capacity on behalf of a non-qualifying operation for the purpose of procuring rights to timber from Itasca County. No bid 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.

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

Tuesday, May 2, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3064

DEPARTMENT: Land Department
PRESENTER: Kory Cease
TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Reif Arts Council Concert Agreement for Gunn Park

BOARD ACTION REQUESTED:
Approve the agreement between Itasca County and the Reif Arts Council for scheduled concerts to be held at Gunn Park and authorize necessary signatures.

BACKGROUND:
The Reifs Arts Council annually provides summer concerts in the outdoors, Arena at the GR Civic Center. However, due to construction at the Civic Center this summer, they are requesting the use of Gunn Park for three summer concerts as an alternative venue.

COUNTY ATTORNEY REVIEW: Pending

SUPPORTING DOCUMENTATION:
1. Reif Concert Agreement 2023

05/02/2023

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 05/09/2023 2:30 PM**

County of Itasca, Minnesota
Lease Agreement

This Agreement is made effective this **9th** day of **May 2023**, by and between **Itasca County** ("Lessor"); and **Reif Arts Council**, ("Lessee"), 720 NW Conifer Dr. Grand Rapids, MN 55744. For good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge the parties agree as follows:

1. **Authority.** This Agreement is granted pursuant to the provisions of Minnesota Statutes Section 373.01, Subdivision(1)(a)(4) and Minnesota Statutes Section 398.32, Subdivision 3.

2. **Premises**. Lessor in consideration of the terms, conditions and contracts contained herein, and subject to such special conditions as are set forth in the Special Conditions attached hereto and made a part hereof and marked as Exhibit A, Exhibit B attached hereto and made a part hereof, and the payment of the Lease Agreement Fee to be paid by Lessee, Lessor hereby leases to the Lessee, subject at all times to sale, contract and use for other purposes, the non-exclusive rights in the described Premises as set forth below:

Itasca County Gunn Park – located at **28576 State Hwy 38, Grand Rapids MN 55744**.

a. Lease of the grounds and Pavilion for the purposes of a Concert set for the following dates.
   i. **July 28th, 2023 – 7:00 am to 10:00 pm**
   ii. **August 3rd, 2023 – 7:00am to 10:00 pm**
   iii. **August 26th, 2023 – 7:00 am to 10:00 pm**

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

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

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

5. **Term**. The term of this Agreement shall commence on the date set forth above and shall end at 12:00 a.m. on **August 27th, 2023**. The term of this Agreement is subject to termination pursuant to the default provisions in paragraph 10 herein. The Agreement may be extended or modified if provided for in the Special Conditions marked as **Exhibit A**.

6. Lease Agreement-Fee. Lessee shall pay to Lessor a non-refundable Lease Agreement Fee of **$400.00 per event** for the non-exclusive rights to the Premises as set forth above or as set forth in the Special Conditions marked as **Exhibit A**.

7. Security Deposit. Simultaneously with the execution of this Lease, Lessee shall deposit with Lessor the sum of **One Thousand** Dollars **($ 1,000.00)** as a security deposit. Such security deposit shall be considered as security for the payment and performance by Lessee of all of Lessee's obligations, covenants, conditions, and agreements under this Lease. Upon the expiration of the term hereof, Lessor shall, provided that Lessee is not in default under the terms hereof, return and pay back such security deposit to Lessee as set forth below. In the event of any default by Lessee hereunder, Lessor shall have the right, but shall not be obligated, to apply all or any portion of the security deposit to cure such default, in which event Lessee shall be obligated to promptly deposit with Lessor the amount necessary to restore the security deposit to its original amount.

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

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

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

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

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

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

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

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

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

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

10.6 Lessee may terminate this Agreement for good cause, which will be at the discretion of the Lessor. In the event that this Agreement is terminated for good cause at the discretion of the Lessor, the lease-fee shall not be refundable unless mutually agreed upon by both parties of this Agreement, and the security deposit shall be handled in accordance with numbers 7, 7.1, and 7.2 above.

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

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

12.1 Indemnification. Lessee agrees to defend, indemnify and hold harmless Lessor, its elected officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney fees resulting directly or indirectly from any act or omission of Lessee, anyone directly or indirectly employed by them and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Agreement and against all loss by reason of failure of said Lessee to perform fully, in any respect, all obligations under this Agreement. **See Exhibit B**.

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

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

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

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

15. Right to Control. It is understood that the Lessor hereby reserves the right to control and manage the Premises and to enforce all necessary and proper rules for the management and operation of the Premises and for the Lessor employees or other authorized representatives to enter and exercise their authority at the Premises at any time. The Lessor also reserves the right, but not the duty, through its employees and representatives, to eject any objectionable person or persons from the Premises and Lessee hereby waives any and all claims for damages against the Lessor or any of its representatives resulting from the exercise of this authority.

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

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

18. Governing Law. The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties herein and performance under it. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located within the County of Itasca, State of Minnesota. Litigation, however, in the federal courts involving the parties herein will be

in the appropriate federal court within the State of Minnesota. Any claim, controversy or dispute arising out of this Agreement may upon mutual agreement of the parties be referred to non-binding or binding arbitration in accordance with the commercial rules of the American Arbitration Association. If any provisions of this Agreement are held invalid, illegal or unenforceable, the remaining provisions will not be affected.

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

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

Lessor

Itasca Lessor Land Department
c/o Land Commissioner
1177 LaPrairie Avenue
Grand Rapids, Minnesota 55744
218 327-2855

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

Lessee

Reif Arts Council
720 NW Conifer DR
Grand Rapids, MN 55744
Phone 218 327-5783
Cell 218 256-7366

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

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

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

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

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

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

EXECUTION

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

Dated this _____ day of _____, _____.

Lessee: _Reif Arts Council_____
(Shantel Dow)

By: _____

Its _____

Lessor: County of Itasca

By: _____

Its_____
Chair of the Board of Commissioners

By:_____

Its_____
Clerk of the Board of Commissioners

APPROVED AS TO FORM & EXECUTION

By: _____
Itasca County Attorney

Exhibit A

Lease Agreement

Special Conditions Supplement

This document shall be considered the Special Conditions to the Lease Agreement between Itasca County, hereinafter referred to as "Lessor", and Reif Arts Council, hereinafter referred to as "Lessee", which was made effective on the 9th day of May 2023.

Both Lessor and Lessee mutually agree to the following in addition to the terms contained in the Lease Agreement made effective on the 9th day of May 2023.

I. Special Terms.

Activities are described below (i.e., beer garden, vendors, food booths, activities requiring license/permit, detailed description of event, etc.):

Music Concert

This event will be open to the public on the dates set forth above with food vendors, and a licensed alcohol vendor. Free parking is required and managed by Lessee. Full use of the grounds and pavilion as identified in the Lease Agreement will be included throughout the term of this lease agreement.

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

1. The Concert area will be fully contained on the County Property within Gunn Park as depicted on the attached map. Any use of Grand Rapids Youth Baseball property will require a copy of a written permit from GRYB.
2. Lessee is allowed to use Electric outlets in the leased area.
3. Lessee will be responsible for providing garbage pickup and dumpsters to be removed after the event.
4. Lessee will be responsible for providing and maintaining additional portable restrooms.
5. Lessee will be responsible for all Parking Staff as needed and any permit required by MNDOT.
6. Lessee will be responsible for providing security in the concert area and the parking lot.
7. Lessee will be allowed to use the east side of the gravel road for one line of vehicles for additional parking, dependent on weather conditions.
8. Licensed/Permitted Activity under Section 13 "Banned Substances" of the Lease Agreement, if applicable (i.e., beer garden, etc.):
    a. Lessee will be allowed to serve alcohol within the designated concert area and will be responsible for controlling ingress and egress of alcoholic beverages in the concert-controlled area, in accordance with the conditions set forth in the Lease Agreement.
    b. No glass bottles will be allowed on the premises.
    c. Last call for alcohol will be at 9:30 pm and the Concert will close at 10:00 pm.
9. Lessee will be responsible for all cleanup of refuse during and after the event.
10. Grand Rapids Youth Baseball will sell and vend grilled food.
11. The Reif will sell and vend snacks, sodas, & water. Brewed Awakenings holds the catering/liquor license.

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

Tuesday, May 2, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3065

DEPARTMENT: Sheriff
TIME REQUESTED: < 5 Minutes
PRESENTER: Joe Dasovich

AGENDA ITEM:
Outstate Travel Request

BOARD ACTION REQUESTED:
Request authorization for out of state travel for two correctional staff members to attend the 2023 American Jail Association Conference in Omaha Nebraska.

BACKGROUND:
The Annual AJA Conference will provide opportunities to research emerging technologies and products for the new correctional facility.

The American Jail Association is a national, non-profit organization dedicated to serving those who work in and operate our nation's jails. This organization provides training and professional development, educational resources, personal certification, publications, networking opportunities, and advocacy at State and national levels—all designed to increase professionalism in the field and to help jails and detention facilities be safer for both staff and inmates.

COUNTY ATTORNEY REVIEW: n/a

SUPPORTING DOCUMENTATION:
1. AJA Conference Overview 2023
2. Travel Verification Form 2023 - Jail Conference

05/02/2023

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 05/09/2023 2:30 PM**

AJA 2023 Annual Conference and Jail Expo Schedule
CHI Center
455 N. 10th Street Omaha, Nebraska
May 20-24, 2023

This schedule is tentative and subject to change. Visit www.aja.org for more information and updates.

Saturday, May 20

7am–5pm	Attendee Registration
8am–5pm	Partnership Saturday Sessions
1pm–5pm	Exhibitor Registration/Exhibitor Set Setup
1pm–5pm	Jail Tours Sign-Up
5pm–6:30pm	Welcome Reception

Sunday, May 21

7am–7pm	Attendee & Exhibitor Registration
7:30am–8am	First-Time Attendees: Welcome to AJA
8am–9am	Nondenominational Worship Service
8am–3pm	Exhibitor Setup
8am–5pm	Jail Tours Sign-Up
8am–11:15am	Workshops
11:30am–1pm	AJA Opening Luncheon & Business Meeting
1:15pm–5pm	Workshops
Times TBA	Jail Tours
2pm–4pm	iConnect Live Sessions
5:15pm–7pm	Jail Expo Ribbon Cutting & Grand Opening Reception
7pm–10pm	Hospitality Events

Monday, May 22

7:30am–5pm	Attendee Registration
8:30am–10am	Plenary Session with Keynote Speaker
8am–2pm	Exhibitor Registration
10am–2pm	Jail Expo
10:15am–12:05pm	iConnect Live Sessions
Times TBA	Jail Tours
2pm–5:15pm	Workshops
6pm–10pm	Hospitality Events

Tuesday, May 23

Criminal Justice Student Day

7:30am–2pm	Attendee Registration
8:30 am—9:30am	AJA President's Initiative Session
8am–11am	Exhibitor Registration
9:30am–11am	Criminal Justice Student Q&A
9:30am–12:30pm	Jail Expo
10:15–11:05am	iConnect Live Sessions
Times TBA	Jail Tours
12:30pm–5:30pm	Workshops
6pm–7pm	Awards Reception
7pm–9pm	AJA Annual Awards Banquet
9pm–Midnight	Club AJA After Party

Wednesday, May 24

7:30am–Noon	Attendee Registration
8am–11:15am	Workshops
11:30–12:30pm	Closing Session

Reimbursement of Expenses

Itasca County recognizes that in the course of conducting business, there are associated business expenses. Employees and elected officials are expected to be cost conscious and prudent in incurring these expenses. All expenses should be consistent with the departmental work plan and budget.

Policy Statement

It is the policy of Itasca County to reimburse employees or elected officials for expenses incurred in the course of official county business in accordance with state auditor and federal guidelines and in compliance with the provisions within this county policy.

Expenses

The following are considered typical and will be paid by Itasca County, either directly or indirectly via the reimbursement process for expenses attributable to employees only. Keep in mind that this is not meant to be an exhaustive list where exceptions can happen.

- **Meals**: Reimbursement for meals is on a per meal allowance basis if meals are not provided during travel status. Please see the Employee Expense Report for current rates. Meal rates will be updated annually on the Employee Expense Form located on the County shared (S) drive. Proof of overnight stay is required by the IRS for meal reimbursements to be non-taxed.
- **Training/Conferences:** Registration fees for pre-approved, job-related, professional development activities based on an individual professional development plan, including required books and/or training materials. A meeting agenda must accompany any claim for reimbursement.
- **Lodging:** With the original receipt, a standard room, associated taxes, parking fee, and tipping to hotel staff (up to $5 per day, no receipt required). Regardless if the lodging fee is paid through the reimbursement process or via a County credit card, a receipt is required for all overnight stays.
- **Travel/Transportation:** Coach airfare; miles to and from a business event from the Itasca County office, when using a personal vehicle; taxi/bus/shuttle fees and appropriate tips to drivers; or in limited cases, car rental. As determined by the Department Head, after consideration of options for transportation means, route, total time, etc. reimbursement for business travel expense will be based on the least total travel cost.
    - **Out of State Travel**: County Board authorization for out-of-state travel must be obtained before an employee or elected official travels outside of the State of Minnesota on County business. Exception to this rule is allowed for the out of state travel to Minnesota's border-states.
    - **In State Travel:** Board approval is not required for routine travel within the State of Minnesota in line of duty and budgeted.
    - **Vehicles:** Individuals who use a personal or county vehicle for county business must possess a valid driver's license and auto liability insurance as

required by state law. The county recommends the minimum coverage of $100,000/$300,000 bodily injury coverage and $50,000 property damage coverage on their vehicles.

- **Use of County Vehicles**: Departments using a County vehicle will be charged five cents below the current IRS rate per mile against their budget.
- **Use of Personal Vehicle/Mileage Reimbursement:** Mileage is reimbursed at the rate established by the IRS. Note: mileage allowance is in lieu of actual expenses for gasoline, oil, repairs, tags, insurance, and depreciation. Therefore, actual expenses for those items will not be reimbursed when your personal vehicle is used for business. Mileage reimbursement rates will be updated annually on the Employee Expense Form located on the County shared (s) drive.

- **Non-Reimbursable Expenses** Itasca County will **not** pay for the following expenses, but not limited to:
  - Entertainment of business or personal associates for primarily social reasons;
  - Food, snacks or beverages independent of meals, newspapers, and other personal incidentals;
  - Alcoholic beverages
  - Commuting to and from work;
  - Traffic violations (parking tickets, moving violations and other vehicle-related fines)
  - Damage to personal items.
  - Additional lodging facility charges, such as movies, laundry service, fitness center, additional room cleaning charges, etc.

Payment of expenses:

All business expenses, except meals, must have accompanying detailed, original receipts as well as the date and purpose of the expense. Such expenses will be paid either via direct payment through department credit card or the expense reimbursement process. Meals while traveling are not allowed to be charged on the department credit card and must be reimbursed thru the Employee Expense Report.

- **Department credit cards:** Itasca County will issue a credit card to certain employees for business related expenses. Cards are issued in the name of the individual but will remain the property of the County. The card is non-transferable and cardholders are responsible for safeguarding their assigned credit card against loss, misuse, or theft. Additional information regarding this matter is detailed in the Credit Card Policy.

- **Reimbursement Process:** To request reimbursement for expenses, one must complete an expense report and submit for approval. The expense form can be downloaded from the S drive on the county network. Claims must be submitted no later than 60 days following the incurred expense unless otherwise approved by the County Board.

REIMBURSEMENT OF EXPENSES

Expense reimbursement is made following submission of completed claim, appropriate receipts to the Auditor/Treasurer's Office, and formal approval by the County Board. The County Board approves bills twice a month. Therefore, expense reimbursement requests should be turned in by the 2nd and 4th Tuesday of each month.

Expense reports that are incomplete, incorrect, or do not include the required receipts will be returned to the approver for completion and may result in a delay or non-reimbursement of specific items.

Effective: January 1, 2014

Board Approval Dates: 11/01/96; 10/29/97; 01/13/98; 05/27/98; 05/23/00; 06/23/00; 06/01/02; 12/16/03; 12/20/05; 10/22/2013; 11/12/2013

ITASCA COUNTY
TRAVEL VERIFICATION FORM

Note: Pursuant to Itasca County Reimbursement Of Expense policy permission must be secured from the County Board before an employee travels outside of the State of Minnesota on County business; the Travel Verification Form Worksheet (complete this form first) must be attached.

NAME: 2 Correctional Staff **DATE:** April 13, 2023

DESTINATION:
Omaha, Nebraska

DEPARTURE	**RETURN**	**ACTUAL MEETING**
DATE: May 19, 2023	**DATE:** May 23, 2023	**DATE:** May 20-24, 2023

MODE OF TRAVEL: Drive county vehicle

REASON FOR TRAVEL:
Attend American Jail Conferece & Expo to research emerging jail technologies and products for the new correctional facility.

ESTIMATED COST: (These figures are transferred from the attached Verification Form Worksheet)

Transportation **$** 500.00

Lodging **$** 1200.00

Meals **$** 250.00

Registration **$**_____ **Estimated Total $** 1950.00

ON WHAT DATE WILL YOUR REPORT BE READY FOR THE COUNTY BOARD?

_____

_____ _____

Employee Signature **Approved by Supervisor/Date**

I:\USERS\CHR\wpdata\Itcopol new\reimbur.doc

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

November 12, 2013
Regular Meeting

REQUEST FOR BOARD ACTION RBA-2013-356

DEPARTMENT: Administrative Services
PRESENTER: Trish Klein & Jeff Walker **TIME REQUIRED**: < 5 minutes

AGENDA ITEM:
Reimbursement of Expenses Policy

BOARD ACTION REQUESTED:
Approve the amendments to the Reimbursement of Expenses Policy which was approved by the board on 10-22-13.

BACKGROUND:
The Policy has been amended for meal reimbursement rates with an effective date of 1-01-2014. Meals while traveling are not allowed to be charged on the department credit card and must be reimbursed through the employee expense report.

ITEM HISTORY:

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION:
- Expenses 1-1-2014 (DOCX)
- 2014 Employee Expense Claim (XLSX)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Rusty Eichorn, District #4
SECONDER:	Terry Snyder, District #2
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Rusty Eichorn
ABSENT:	Mark Mandich

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

Tuesday, May 2, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3067

DEPARTMENT: Sheriff
TIME REQUESTED: < 5 Minutes
PRESENTER: Joe Dasovich

AGENDA ITEM:
2023 Federal Boating Safety Supplemental Patrol Grant Agreement

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

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

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Itasca - 2023 Federal Boat Patrol Grant
2. Grantee Conflict of Interest form - 2023 FBP
3. Exhibit A - 2023 FBP
4. Exhibit B - 2023 FBP

05/02/2023

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 05/09/2023 2:30 PM**

DEPARTMENT OF NATURAL RESOURCES

2023 STATE OF MINNESOTA
FEDERAL BOATING SAFETY SUPPLEMENTAL PATROL
GRANT CONTRACT AGREEMENT

ENCUMBRANCE WORKSHEET

Contract #: 227953 **PO #:** 3-228595

State Accounting Information

Dept. ID	PC Bus. Unit	Fiscal Year	Source Type	Vendor Number
R29	R2901	2023	REIMB	0000197296-001

Total Amount	Project ID	Billing Location	UEI
$8000	R29CG70CBLA21	R297000221	NHLFNZ9GKFA8

Accounting Distribution

Fund	Fin. Dept. ID	Approp. ID	Category	Account	Activity
3000	R2937715	R297227	84101501	441302	A7CG002

Grant Begin Date	Grant End Date
May 12, 2023	September 4, 2023

Grantee Name and Address:

Itasca County Sheriff's Office
440 NE First Ave.
Grand Rapids, MN 55744

Payment Address:
(where DNR sends the check)

Itasca Co. Treasurer
123 NE 4th St.
Grand Rapids, MN

2023 STATE OF MINNESOTA
FEDERAL BOATING SAFETY SUPPLEMENTAL PATROL
GRANT CONTRACT AGREEMENT

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

Recitals

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

Grant Contract Agreement

1 Term of Grant Contract Agreement

1.1 ***Effective date*:** May 12, 2023. Per Minn. Stat.§16B.98, Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per Minn.Stat.§16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed. Reimbursements will only be made for expenditures made according to the terms of this grant contract agreement.

1.2 ***Expiration date:*** September 4, 2023 or until all obligations have been satisfactorily fulfilled, whichever occurs first. The Grantee shall submit a final billing invoice within 30 days of the expiration of the grant contract agreement as specified herein.

1.3 ***Survival of Terms.*** The following clauses survive the expiration or cancellation of this grant contract agreement: 8. Liability; 9. State and Single Audits; 10. Government Data Practices; 14. Publicity and Endorsement; 15. Governing Law, Jurisdiction, and Venue; and 17. Data Disclosure.

2 Grantee's Duties

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

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

3 Time

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

4 Consideration and Payment

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

(a) ***Compensation.*** The Grantee will be paid for all boat and water safety activities performed by the Grantee during the term of the grant contract agreement up to eight thousand dollars.

(b) ***Total Obligation.*** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed eight thousand dollars.

4.2 ***Payment***

(a) ***Invoice.*** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Submit one invoice at the end of the grant period or when all obligations have been satisfactorily fulfilled, whichever occurs first. The invoice shall be accompanied by log sheets and narrative report as described in Exhibit A. The invoice, log sheets and required narrative report must be submitted to the State not later than October 4, 2023.

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

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

4.3 ***Contracting and Bidding Requirements***

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

(a) The grantee must not contract with vendors who are suspended or debarred in MN: https://mn.gov/admin/osp/government/suspended-debarred/index2.jsp

5 Conditions of Payment

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

6 Authorized Representative

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

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

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

7.1 ***Assignment.*** The Grantee shall neither assign nor transfer any rights or obligations under this grant contract agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant contract agreement, or their successors in office.

7.2 ***Amendments.*** Any amendments to this grant contract agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract agreement, or their successors in office.

7.3 ***Waiver.*** If the State fails to enforce any provision of this grant contract agreement, that failure does not waive the provision or the State's right to enforce it.

7.4 ***Grant Contract Agreement Complete.*** This grant contract agreement, including Exhibits A and B which are attached and incorporated into this grant contract agreement, contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract agreement, whether written or oral, may be used to bind either party.

8 Liability

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

9 Audits (State and Single)

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

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

10 Government Data Practices

10.1 ***Government Data Practices***. The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract

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

11 American Disabilities Act

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

12 Non-Discrimination Requirements

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

(a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance; Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;

(b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.

(c) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;

(d) Title II of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against qualified individuals with disabilities in services, programs, and activities of public entities.

(e) Any other applicable non-discrimination law(s).

13 Workers' Compensation

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

14 Publicity and Endorsement

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

14.2 ***Endorsement***. The Grantee must not claim that the State endorses its products or services.

15 Governing Law, Jurisdiction, and Venue

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

16 Termination

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

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

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

(a) It does not obtain funding from U.S. Coast Guard, Department of Homeland Security – through the Recreational Boating Safety Financial Assistance program to states, commonwealth and territories (FAIN 3319FAS190127), (CFDA number 97.012) in U.S.C. 13101-13110 is withdrawn.

(b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment,

determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the grant contract agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

17 Data Disclosure

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

18 Invasive Species Prevention

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

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

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

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

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

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

20 Whistleblower Protection Rights

41 USC §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection

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

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

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

Attachments:

_____A. Federal Boat Patrol Grant Contract Agreement
_____B. Exhibit A
_____C. Exhibit B
_____D. Conflict of Interest Disclosure

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Pamela D. Brisson Digitally signed by Pamela D. Brisson Date: 2023.04.20 08:18:14 -05'00'

Date: 4/20/2023

SWIFT Contract # 227953

Purchase Order # 3-228595

2. GRANTEE

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

By: _____

Title: County Sheriff

Date: _____

By: _____

Title: Chairperson of County Board

Date: _____

3. STATE AGENCY: NATURAL RESOURCES

By: _____
(With delegated authority)

Title: Director, Enforcement Division – Central Office

Date: _____

Distribution:
Agency
Grantee
State's Authorized Representative

DEPARTMENT OF NATURAL RESOURCES

Conflict of Interest Disclosure Form for Grantees

Conflict of Interest

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

Actual Conflict of Interest

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

Potential Conflict of Interest

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

Individual Conflict of Interest

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

Organizational Conflict of Interest

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

Organizational conflicts of interest occur when:

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

This section to be completed by Grantee's Authorized Representative

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

Organization Name:

Project Name: 2023 MN DNR Federal Boating Patrol Grant

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

Authorized Representative Printed Name:

Authorized Representative Signature/Date:

2023 FEDERAL BOATING SAFETY SUPPLEMENTAL PATROL AGREEMENT (CFDA #97.012)

1. The purpose of this program is to provide supplementary funding to the County to provide for additional boating safety patrol hours during high-use periods through the payment of straight time, overtime, or the addition of enforcement personnel on a temporary basis. Other activities such as rental boat inspections, training, extended search and rescue operations, aids-to-navigation work, aquatic invasive species (AIS) enforcement or inspections, talks and displays **do not qualify** for reimbursement under this program. Incidental on-scene accident investigation, assistance to the public and immediate search and rescue operations by personnel assigned to this program are authorized.

2. The program shall begin on Friday, May 12, 2023 or the date the State obtains all required signatures, whichever is later, and end at midnight, Monday, September 4, 2023. The Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence.

3. Reimbursable hours and days of operation shall occur during the following days and hours:

   The schedule of hours shall be left to the county. Scheduling, however, should be made to coincide with periods of activity or complaints and night patrols are encouraged. *If at all possible, schedules should be canceled or delayed if inclement weather is expected.*

4. Emphasis on this program shall be placed on the following violations:

   - Boating while intoxicated
   - Personal watercraft operation
   - Careless and reckless operation
   - Speed and wake violations
   - Use of navigation lights
   - Other boating equipment and registration violations

5. Allowable costs include overtime patrol hours, additional personnel salary and appropriate fringe benefits associated with patrol. No indirect costs will be paid by the state. Submit one invoice at the end of the grant period or when all obligations have been satisfactorily fulfilled, whichever occurs first. A copy of the daily logs of each deputy involved - showing hours on duty, water body patrolled, boats stopped, citations or warnings issued and other pertinent information on a daily basis must be submitted with the reimbursement invoice. The deputy and his or her supervisor must sign each log sheet. Reimbursement request must also include a summary of the times and hours worked and total costs for each deputy by date.

   All other expenses, such as fuel, training, repairs, boats, meals etc. must be paid by the county (use of the regular 2023 state boat and water safety grant funds for these other expenses is an allowable cost). The county will be responsible for any unemployment or worker's compensation costs associated with the program.

6. Each participating county, with the payment request, will submit a written review of the program. Payment will not be made without this narrative, which shall include a summary of the county's activities, accomplishments and suggested changes for future funding.

7. **Deadline for the invoice, log sheets and narrative is Wednesday, October 4, 2023. An invoice submitted after that date will not be reimbursed, unless an extension is requested by the grantee in writing and the extension is approved in writing from the State. Submit invoice info to: Kelly.Affeldt@state.mn.us**

8. Hours from this program will be excluded in determining the regular 2025 county grant allocation.

9. These funds are not designed to take the place of existing funding, but rather to supplement it. A copy of the 2023 county supplemental patrol work plan must be submitted to the State for approval before the grant may be processed.

2023 FEDERAL ASSURANCES
NON-CONSTRUCTION PROGRAMS

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

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

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et sq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et. seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1et seq.).

14. Will comply with P.L. 93-248 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments and Non-Profit Organizations." *(see below).

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

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

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

Tuesday, May 2, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3068

DEPARTMENT: Sheriff
TIME REQUESTED: < 5 Minutes
PRESENTER: Joe Dasovich

AGENDA ITEM:
St. Louis County Sheriff's Office Law Enforcement Mutual Aid Agreement

BOARD ACTION REQUESTED:
Authorize signatures necessary to execute the mutual aid agreement between Itasca County Sheriff's Office and St. Louis County Sheriff's Office

BACKGROUND:
Due to the age of the current mutual aid agreement between Itasca County and St. Louis County Sheriff's Offices, few if any of those who authorized the previous mutual aid agreement remain in their positions, requiring an update to this agreement. The intent of the agreement is to allow equipment, personnel, and other resources available to be shared among political subdivisions. This agreement will supersede all previous mutual aid agreements.

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION:
1. SLCSO - Mutual Aid

05/02/2023

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 05/09/2023 2:30 PM**

ST. LOUIS COUNTY SHERIFF'S OFFICE
LAW ENFORCEMENT MUTUAL AID AGREEMENT

Purpose

This agreement is made and entered into between the County of St. Louis, a body politic and corporate existing under the laws of the State of Minnesota, and the Political Subdivision identified under Paragraph 8, pursuant to: authority granted in St. Louis County Board Resolution 23-151 (February 28, 2023); and Minnesota Statutes § 471.59, which authorizes the joint and cooperative exercise of powers common to contracting parties. The intent of this agreement is to make equipment, personnel, and other resources available between the political subdivisions subject to this Agreement.

Definitions

Party - means a political subdivision.

Requesting Official - means the person designated by a Party who is responsible for requesting assistance from the other Party.

Requesting Party - means the party that requests assistance from other parties.

Responding Official - means the person designated by the party who is responsible to determine whether and to what extent that party should provide assistance to the Requesting Party.

Responding Party - means a party that provides assistance to the Requesting Party.

Assistance Type - Law enforcement personnel and equipment.

1. Procedure

1.1. Request for Assistance: Immediate Response / Short Term

1.1.1 Request for Assistance. Whenever, in the opinion of a Requesting Party there is an immediate need for assistance from the other party, the Requesting Party may call upon the Responding Party for assistance.

1.1.2 Responding to Request. Upon the request for assistance from a Requesting Party, the Responding Party may authorize and direct personnel to provide assistance to the Requesting Party. This decision will be made after considering the needs of the Responding Party and the availability of other law enforcement personnel and equipment to the Responding Party.

1.1.3 Method. Whenever practical the Requesting Party shall request immediate assistance through the 911 Emergency Communications Operations Center and the Responding Party shall indicate its intended response using the same method.

1.1.4 Command of Scene. Except as provided in Section 1.1.4.1, the Requesting Party shall be in command of the mutual aid scene. The personnel and equipment of the Responding Party shall be under the direction and control of the Requesting Party until the Responding Official determines to withdraw assistance.

1.1.4.1 Specialized Forces. When a Requesting Party requests the assistance of specialized forces from a Responding Party, such as a Tactical Command, Canine Units, Bomb Squads, Rescue Squad, etc., the personnel and equipment of the Responding Party shall be under the direction of the Responding Party.

1.1.5 Recall of Assistance. The Responding Official may at any time recall assistance provided hereunder to the Requesting Party when in his or her best judgment or by an order from the governing body of the Responding Party, it is considered to be in the best interest of the Responding Party to recall or withdraw the assistance provided by it.

1.1.6 Release of Assistance. The Requesting Party may at any time advise the Responding party that the assistance of the Responding Party is no longer needed. In such event the Responding Party shall withdraw its assistance at the earliest possible time that it is safe for its personnel and equipment to withdraw.

1.2 Request for Assistance: Long Term

1.2.1 Request for Assistance. Whenever, in the opinion of a Requesting Official, there is need for assistance from the other party that will reasonably be expected to continue beyond eight (8) hours, the Requesting Official may call upon the Responding Official of any other party to furnish assistance.

1.2.2 Responding to Request. Upon the request for assistance from a Requesting Official on behalf of the Requesting Party, the Responding Official may authorize and direct his/her party's personnel to provide assistance to the Requesting Party. This decision will be made after considering the needs of the Responding Party and the availability of other law enforcement personnel and equipment to the Responding Party.

1.2.3 Method. A request for Long Term Assistance shall be made to the Responding Official and the Responding Official shall indicate the intended response of the Responding Party to the Requesting Official.

1.2.4 **Recall of Assistance**. The Responding Official may at any time recall such assistance when in his or her best judgment or by any order from the governing body of the Responding Party, is considered to be in the best interests of the Responding Party to do so.

1.2.5 **Command of Scene**. The Requesting Party shall be in command of the mutual aid scene. The personnel and equipment of the Responding Party shall be under the direction and control of the Requesting Party until the Responding Official determines to withdraw assistance.

2. Worker's Compensation

Each party shall be responsible for injuries or death of its own personnel. Each party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing assistance pursuant to this Agreement. Each party waives the right to sue any other party for any workers' compensation benefits paid to its own employee, volunteer or their dependents, even if the injuries were caused wholly or partially by the negligence of any other party or its officers, employees, or volunteers.

3. Damage to Equipment

Each party shall be responsible for damages to or loss of its own equipment. Each party waives the right to sue any other party for any damage to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other party or its officers, employees, or volunteers.

4. Liability

4.1 **Requesting Party Liable**. For the purpose of the Minnesota Municipal Tort Liability Act (Minn. Stat. Ch. 466), the employees and officers of the Responding Party are deemed to be employees (as defined in Minn. Stat. § 466.01, subdivision 6) of the Requesting Party. This is specifically agreed and intended to be applicable to situations covered by Section 1.1.4.1 of this Agreement.

4.2 **Indemnification and Defense**. The Requesting Party agrees to defend and indemnify the Responding Party against any claims brought or actions filed against the Responding Party or any officer, employee, or volunteer of the Responding Party for injury to, death of, or damage to the property of any third person or persons, arising from the performance and provisions of assistance in responding to a request for assistance by the Requesting Party pursuant to this Agreement.

Under no circumstances, however, shall a party be required to pay on behalf of itself and other parties, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any

one party. The limits of liability for some or all of the parties may not be added together to determine the maximum amount of liability for any party.

The intent of this subdivision is to impose on each Requesting Party a limited duty to defend and indemnify a Responding Party for claims arising within the Requesting Party's jurisdiction subject to the limits of liability under Minnesota Statute Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims against multiple defendants from a single occurrence to be defended by a single attorney or a single law firm.

4.3 **No Liability**. No party to this Agreement nor any officer, employee, agent or official of any Party shall be liable to any other Party or to any other person for failure of any Party to furnish assistance to any other Party, or for recalling assistance, both as described in this Agreement.

5. Charges to the Requesting Party

5.1 No charges will be levied by a Responding Party to this Agreement for assistant rendered to the Requesting Party under the terms of this Agreement pursuant to Section 1.1 hereof except as provided in Section 4 hereof. If assistance is provided under this Agreement pursuant to Section 1.2 hereof, the Responding Party may submit to the Requesting Party an itemized bill for the actual cost of any assistance provided pursuant to Section 1.2 herein, including salaries, overtime, materials and supplies and other necessary expenses and the Requesting Party will pay the Responding Party providing the assistance that amount.

5.2 Such charges are not contingent upon the availability of federal or state government funds.

6. Duration

This Agreement will be in force until terminated by any Party hereto. Any Party may withdraw from this Agreement and terminate this Agreement with respect to it upon thirty- days (30) written notice to the other party or parties to the Agreement.

7. Miscellaneous

7.1 **Minnesota Law to Govern.** This Agreement will be governed by and construed in accordance with the substantive and procedural laws in the State of Minnesota without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in the State of Minnesota District Court for the Sixth Judicial District in Duluth, Minnesota.

7.2 **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same Agreement.

8. **Execution**

Each Party hereto has the authority to enter into this Agreement, and has read, agreed to and executed this Mutual Aid Agreement on this date indicated.

This Agreement shall be construed as complementary to and not inconsistent with the provisions of Minnesota Statutes Section 12.331, which authorizes inter-agency disaster assistance.
By signature below, the authorized representative of a governmental unit hereby enters into the foregoing agreement, effective upon the date of signature.

POLITICAL SUBDIVISION:

_____

BY: _____
NAME: _____
TITLE: _____

BY: _____
NAME: _____
TITLE: _____

Dated: _____

COUNTY OF ST. LOUIS

BY: _____
GORDON RAMSAY
Sheriff

BY: _____
PATRICK BOYLE
Chair of County Board

BY: _____
NANCY NILSEN / Phil Chapman
Auditor/Clerk of the Board / Deputy Auditor

APPROVED AS TO FORM & EXECUTION:

KIMBERLY MAKI
St. Louis County Attorney

BY: _____
THOMAS STANLEY
Assistant County Attorney

Dated: 3-31-23

2023-0187

The governing body resolutions or other authorizations to enter into this Agreement are attached hereto.

Resolution
of the
Board of County Commissioners
St. Louis County, Minnesota
Adopted on: February 28, 2023 Resolution No. 23-151
Offered by Commissioner: Harala

Sheriff's Office Law Enforcement Mutual Aid Agreement Update

WHEREAS, On March 22, 2005, the St. Louis County Board approved Resolution No. 05-153, authorizing the Sheriff to enter into law enforcement mutual aid agreements with the Minnesota Sheriffs' Association (MSA) District II Sheriffs' Offices; and

WHEREAS, The St. Louis County Board also approved Resolution No. 08-635 on December 2, 2008, to enter into law enforcement mutual aid agreements with participating police agencies within the MSA District II; and

WHEREAS, Due to the age of these agreements, few if any of those who authorized the previous mutual aid agreements remain in their positions, requiring an update to this agreement; and

WHEREAS, The intent of the agreement is to allow equipment, personnel, and other resources available to be shared among political subdivisions; and

WHEREAS, This agreement will supersede all previous mutual aid agreements with those agencies.

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes the execution of an updated Mutual Aid Agreement with the participating counties and police agencies which make up the Minnesota Sheriffs' Association District II.

RESOLVED FURTHER, That the appropriate County officials are authorized to sign and execute the agreement.

Commissioner Harala moved the adoption of the Resolution and it was declared adopted upon the following vote:
Yeas – Commissioners Harala, Grimm, McDonald, Musolf, Nelson, Jugovich and Chair Boyle – 7
Nays – None

STATE OF MINNESOTA
Office of County Auditor, ss.
County of St. Louis

I, **NANCY NILSEN**, Auditor of the County of St. Louis, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 28th day of February, A.D. 2023, and that this is a true and correct copy.

WITNESS MY HAND AND SEAL OF OFFICE at Duluth, Minnesota, this 28th day of February, A.D., 2023.

NANCY NILSEN, COUNTY AUDITOR

By:
Clerk of the County Board/Deputy Auditor

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

Tuesday, May 2, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2782

DEPARTMENT: Administrative Services
TIME REQUESTED: 10 Minutes
PRESENTER: Chair

AGENDA ITEM:
Citizen Input

BOARD ACTION REQUESTED:
Receive Citizen Input

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

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

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

Tuesday, May 2, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3063

DEPARTMENT: Administrative Services
TIME REQUESTED: 5 Minutes
PRESENTER: Chair

AGENDA ITEM:
Appointment - Personnel Board of Appeals

BOARD ACTION REQUESTED:
Consider applications for appointment to the Personnel Board of Appeals fulfilling one (1) vacancy expiring December 31, 2024 and one (1) vacancy expiring December 31, 2025.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Cmte Info-Personnel Board of Appeals
2. Personnel Board of Appeals - Application - P Schwartz
3. Personnel Board of Appeals - Application - L Koglin Fideldy
4. Personnel Board of Appeals - Application - M Bahr

05/02/2023
It was the consensus of the County Board to recommend the appointments of Malissa Bahr and Louise Koglin Fideldy.

RESULT: RECOMMENDED FOR CONSENT NEXT: 05/09/2023 2:30 PM

	No. of Openings	District Requirement	Term
PERSONNEL BOARD OF APPEALS	1	N/A	01/01/2023 - 12/31/2025
	1	N/A	01/01/2022 - 12/31/2024

FUNCTION: Make findings and report to the Board of Commissioners on written appeals regarding Itasca County personnel administration and filed by an applicant, employee, or appointing authority; establish procedures for methods and timetables for appeals to the Board.

QUALIFICATIONS: Be a resident of Itasca County; shall not hold county office or be a candidate for a county office; not be an employee of the county.

COMPENSATION: $25.00 per diem, plus mileage.

Name	District Requirement	Incumbent
Pat Schwartz	N/A	No
Louise Koglin Fideldy	N/A	No
Malissa Bahr	N/A	No

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

Tuesday, May 2, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3066

DEPARTMENT: Recorder
PRESENTER: Nicolle Zuehlke

TIME REQUESTED: 5 Minutes

AGENDA ITEM:
Recorder Update

BOARD ACTION REQUESTED:

BACKGROUND:

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION:
1. update

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

NICOLLE ZUEHLKE
COUNTY RECORDER/REGISTRAR
Itasca County Courthouse
123 N.E. 4th Street
GRAND RAPIDS, MINNESOTA 55744-2600
(218) 327-2856 • FAX (218) 327-0689

VITAL COMPARISON

	2020	2021	2022
# Birth Certificates	1566	1657	1711
# Death Certificates	4350	5452	5504
# Marriage Licenses	247	227	235
# Notary Commissions	151	101	134
# Ministry Credentials	67	50	62
# Marriage Certificates	545	529	428

REAL ESTATE COMPARISON

Abstract Documents Recorded	10738	11766	9696
Torrens Documents Recorded	1242	1437	1265
Well Certificates Filed	406	366	327
Torrens Certificates Created	321	371	385
Idoc Market Revenue	$94,604	$102,734	$91,638
In House Copy Revenue	$9,750	$11,463	$12,424

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

Tuesday, May 2, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3059

DEPARTMENT: Land Department
TIME REQUESTED: 5 Minutes
PRESENTER: Kory Cease

AGENDA ITEM:
Utility License on Tax-Forfeited Trust Lands

BOARD ACTION REQUESTED:
Approve Utility License process to grant authority to utility companies to erect, maintain, repair, upgrade, rebuild, relocate and operate telecommunication lines per the terms of said License.

BACKGROUND:
Utility Easements have typically been issued upon request from a Utility Company. An Easement requires a survey of the location of the utility installed. There has been an increase in requests to install broadband across the County of Itasca. The Utility Companies have limited funds and short time restrictions which make it difficult to provide a survey. The Land Department is seeking County Board approval to issue a 50 year License in lieu of an Utility Easement. An application has been created for the initial request. A Permit to Construct is issued upon approval of the application, followed by a License upon completion of the construction and fulfillment of the terms of the Permit. An Utility Easement will be issued upon request when the applicant provides a survey completed by a licensed surveyor, approved by the County Surveyor.

COUNTY ATTORNEY REVIEW: There was legal review with the County Attorney on the last Utility License issued to Minnesota Power.

SUPPORTING DOCUMENTATION:
1. Permit to construct example
2. UTILITY LICENSE EXAMPLE
3. Application for Utility License- Easement

05/02/2023

RESULT:	**RECOMMENDED FOR REGULAR**	**NEXT: 05/09/2023 2:30 PM**

ITASCA COUNTY
UTILITY PERMIT TO CONSTRUCT

This Permit is granted the _____ day of _____, 2023, by Itasca County on behalf of the State of Minnesota in trust for the taxing districts, hereinafter referred to as the "Grantor", to _____, hereinafter referred to as the "Grantee".

The address of the Grantee for purposes of any notification required herein shall be: _____

RECITALS

1. This temporary Permit is granted pursuant to the provisions of Minnesota Statutes Section 282.04, Subd. 4, which authorizes the County Auditor to grant licenses, permits or easements upon unsold, tax-forfeited lands; and for tax-forfeited lands under the jurisdiction of a County Land Commissioner appointed under Minnesota Statutes Section 282.13.
2. The Grantee desires to construct an underground telecommunications line and ultimately obtain a final License or Easement for telecommunication purposes, and the Grantor desires to grant a final License or Easement for such purposes upon the property described herein.
3. This temporary Permit shall be valid until _____ with the terms set forth below. The Grantor agrees to grant either a final License or Easement, at the discretion of the Itasca County Land Department, upon completion of the said utility construction and before expiration of the term of this Permit.

NOW, THEREFORE, in consideration of the right-of-way premises and terms hereinafter set forth, the Grantor hereby permits unto the Grantee, for the term as hereinafter provided, full right and authority to enter at any time upon, across and under a strip of land _____ feet in width on the parcels hereinafter described, and to erect, maintain, repair, upgrade, rebuild, relocate, operate and patrol underground lines, including the right to erect poles and other telecommunication line structures, wires, cables, pipes and any necessary appurtenances, the right to clear said strip and

keep it clear from brush, trees, buildings and fire hazards and the right to remove dangerous trees, if any, located beyond the limits of said strip.

TERMS

I.

Said Permit shall be granted upon the right-of-way premises defined as nine feet (9') in width, located no closer than three feet (3') off the edge of the road and running parallel with the existing road, as determined by the Itasca County Land Department as an acceptable easement location, located over and across tax-forfeited lands situated in Itasca County, Minnesota, described as follows:

Grantee shall provide a map and accurate description, as approved by the Itasca County Surveyor, of the location of the telecommunication line upon completion. In addition, Grantee shall provide accurate GPS data which is readily capable of making a GIS map of the telecommunication line location. Grantee shall notify the Itasca County Land Department 3 days prior to work performed and upon completion of said work.

DISCLAIMER: Itasca County is relying on ownership information, location and legal descriptions provided by the Grantee. In the event any utility construction occurs outside the described right-of-way premises, the Grantee assumes all liability to relocate said constructed utilities to within the described right-of-way premises at no cost to the Grantor. The Access/Easement rights to be conveyed in the final 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 Permit or the 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 Permit and as hereinafter amended concerning the mapping and documentation of description of said License or Easement 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.

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.

IV.

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 Permit location and all associated fees, based on the lineal mileage provided on the application submitted by the Grantee. In the event the survey provided for the final location includes additional mileage, the Grantor reserves the right to amend the market value due to Grantor.

This amount is consideration for the granting of this Permit and the final License or Easement. This fee is to be determined in accordance with the fee policy that is established for Licenses and Easements by the Itasca County Board of Commissioners.

Before cutting any timber, 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 may clear and keep cleared said strip of trees and brush and as progress is made therein the Grantor shall be advised and shall allow the timber to be inspected and scaled by Grantor. The Grantee shall also compensate the Grantor for the value of dangerous trees which may be removed beyond the limits of this Permit.

V.

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, orderly and environmentally sound 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.

VI.

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

VII.

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 Permit and all rights granted by the Permit 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 License or Easement over the property which is the subject of the Permit if License or Easement would substantially conflict with the rights of the Grantee herein.

VIII.

Pursuant to Minnesota Statute Section 282.04, Subd. 4 and county policy, this Permit 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 the construction or the Permit 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 the Permit, addressed to Grantee at its address as set forth herein or as subsequently modified by written notice from the Grantee to the Grantor.

IX.

Grantee may, subject to such other provisions as herein contained, at its own option and at its own peril, allow to remain upon the right-of-way premises, subsequent to the Grantee's discontinuation of the use of its improvements upon the right-of-way premises, 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) to four (4) feet below ground. Unless a final License or Easement is conveyed for said right-of-way premises, upon discontinuation of the use of the Permit 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 Permit and the Grantor shall waive any future fees for the granting of this Permit.

X.

Unless a final License or Easement is conveyed for said right-of-way premises, upon termination of this Permit 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.

XI.

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

XII.

That as additional consideration for the grant of this Permit, 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 Permit and against all loss by reason of failure of said GRANTEE to perform fully, in any respect, all obligations under this Permit.

B. GRANTEE agrees at all times during the term of this Permit 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:

	Limits
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 — Limits: $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

	Limits
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 Permit and Easement.

GRANTEE shall not commence work on right-of-way premises, 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 right-of-way premises 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:

		Limits
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:

		Limits
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 Permit 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 Permit in the event the Grantee has not removed all of the personal property the Grantee had placed upon or under the surface of the right-of-way premises and the Grantor has not exercised its right to remove the property.

XIII.

This Permit 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 Permit or the interest granted hereunder in violation of the provisions of this paragraph. Subject thereto, this Permit shall endure to the benefit of and shall be binding upon the successors, assigns, heirs and legal representatives of the parties hereto.

IX.

Additional construction and maintenance specifications:

A. Right-of-way construction, maintenance and associated activities must be confined to the stated right-of-way. No part of right-of-way shall be closer than 3 feet from edge of road. Grantor agrees to grant this temporary Permit as 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 Permitted area, or across county managed 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 managed 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. Grantee shall reasonably control all the noxious weeds on Permit right-of-way according to Minnesota Statute Sections 18.75 to 18.91.

E. On utilities whose presence is not readily visible on the ground surface, such as on underground service lines with a narrow, unmaintained right-of-way, the utility line location must be signed at all angle points and at other locations as needed so that the distance between signs does not exceed five (5) chains or 330 feet.

F. 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 rutting, unfilled trenches/furrows or erosion problems and re-establishing stable perennial vegetative cover as acceptable to the Land Commissioner.

G. Construction and maintenance of the utility Permit will be performed by the Grantee without any cost to the Grantor.

H. Grantee must mark all survey markers within the Permitted area 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.

XV

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

XVI

The Grantor, the State of Minnesota, or a lessee under a state taconite iron ore mining lease, or their respective successors or assigns, shall have the right to request the removal of the utility from the right-of-way premises, upon not less than three (3) years' written notice to the Grantee, to facilitate the mining of minerals located in, under or upon the right-of-way premises. All costs for relocating the utility and its ancillary facilities shall be paid by the Grantee, or its successors or assigns. Itasca County and the State of Minnesota reserve the right to access and remove County and State-owned iron bearing minerals. When a utility must be removed from a portion of the Grantor's property, Grantee shall have the right to relocate the location of the Permit, License or Easement to a location on another portion of property owned or controlled by the Grantor where the location will not interfere with existing or planned future mining operations, and, in that event, the Permit shall otherwise remain in full force and effect pursuant to the terms hereof.

XVII

The License or Easement to be conveyed upon completion of construction is _____ in width, located no closer than three feet (3') off the edge of the road and running parallel with the existing road, as determined by the Itasca County Land Department as an acceptable easement location and is located over and across the parcels described on the attached Exhibit A. Following construction, Grantees shall provide a map and accurate description, as approved by the Itasca County Surveyor, of the location of the telecommunication line upon completion and agree to execute a License or Easement in a recordable form. In addition, Grantee shall provide accurate GPS data which is readily capable of making a GIS map of the telecommunication line location.

IN WITNESS WHEREOF, Itasca County has caused this Permit to be signed by its duly authorized officers and the Grantee has hereunto set its hand.

Dated this ____ day of _____, 2023.

GRANTEE:
.

By: _____
Its: _____

GRANTOR:
County of Itasca, Minnesota

By: _____ ___
Land Commissioner

ITASCA COUNTY UTILITY LICENSE

This license ("License") is granted this day of , 2023, by Itasca County on behalf of the State of Minnesota in trust for the taxing districts (hereinafter Itasca County); pursuant to the provisions of Minnesota Statutes Section 282.04, Subd. 4, which states the County Auditor with approval of the county board is authorized to grant easements or permits on unsold tax-forfeited land for telecommunications and electric power lines, either by underground cable or conduit or otherwise.

NAME AND ADDRESS OF LICENSEE: _____

LICENSE FEE: $ (sum of $ application fee, $ land value, and $ timber value)

TERM: The initial term of this non-exclusive License shall commence on the date set forth above, and shall end at 12:00 a.m. on _____. The term of this License is fifty (50) years from the date of execution, subject to termination as provided herein.

PURPOSE OF LICENSE: This License is granted unto Licensee, its heirs, successors and assigns, until terminated as hereinafter provided, full right and authority to enter at any time upon and across and under a strip of land _____ feet in width, located no closer than three feet (3') off the edge of the road and running parallel with the existing road, as determined by the Itasca County Land Department as an acceptable License location and is located on the parcels hereinafter described, to erect, maintain, repair, upgrade, rebuild, relocate, operate and patrol underground lines, including the right to erect poles and other telecommunication line structures, wires, cables, pipes and any necessary appurtenances, the right to clear said strip and keep it clear from brush, trees, buildings and fire hazards and the right to remove dangerous trees, if any, located beyond the limits of said strip, under the covenants and agreements of Licensee to use the following described lands:

Located within the following lands described on the attached Exhibits heretofore referred to as "Licensed Premises", and whose general location is listed below for reference:

(INSERT LEGAL DESCRIPTION)

Licensee shall also have the right of reasonable access to the Licensed Premises for the purposes described herein, over and across real property owned by the State of Minnesota in trust for the taxing districts adjacent to the Licensed Premises, with the specific access location to be designated by Itasca County, as manager of said lands, within a reasonable time upon request by Licensee, its contractors, agents, or assigns.

This License is granted pursuant to and subject to the terms of Itasca County Utility Permit to Construct dated _____.

DISCLAIMER: Licensee agrees to hold Itasca County and State of Minnesota in trust for the taxing districts harmless in regard to the legal descriptions provided by Licensee. Itasca County is relying on ownership information and license legal descriptions provided by Licensee. The grant herein is limited to parcels owned by the State of Minnesota in trust for the taxing districts. Itasca County makes no representations or warranties as to the ownership of the parcels crossed by this License, and assumes no liability for any errors or costs for corrections in that regard. The License granted herein is limited to the interest of the tax-forfeited trust, if any.

This License is granted subject to the following terms:

1. At the end of the License period and if both parties wish to renew, the renewal fee and time period will be based on Itasca County policy at that time.

2. This License is issued for underground telecommunication line utility purposes.

3. Pursuant to Minnesota Statutes Section 282.04, Subd. 4., this License shall be cancelable upon reasonable notice by Itasca County for violation of any of its terms or if at any time its continuance will conflict with a public use of the land over or upon which it is granted, or for any other reason.

   In the event this License in cancelled or terminated under this Paragraph, Licensee shall remove all of Licensee's personal property, at Licensee's expense, from the Licensed Premises within one (1) year from the date of cancellation or termination.

4. If at any time the Itasca County shall deem it necessary to make any improvements or changes on all or any part of the road right-of-way or Licensed Premises on which this licensed utility and their ancillary facilities are located, then and in such event, Licensee shall within 15 days after written notice from Itasca County, or its authorized agent, proceed to alter, change, vacate or remove said utility and their ancillary facilities from the Licensed Premises so as to conform to said road changes and as directed by Itasca County. Such work shall be done without any cost whatsoever to Itasca County and shall be completed within the date specified in said written notice. Licensee shall assume all liability and hold Itasca County harmless from any and all claims of damage of any nature whatsoever occasioned by reason of not having removed said utility and their ancillary facilities within the time specified in said notice.

5. Itasca County, the State of Minnesota, or an authorized lessee thereof, under any minerals exploration lease or mining lease, or their respective successors or assigns, shall have the right to request the removal of the licensed utilities and their ancillary facilities from the Licensed Premises or the area in which they are situated, upon not less than three (3) years' written notice to the Licensee, to facilitate the mining of minerals or materials located in, under or upon the Licensed Premises. In the event Itasca County, the State of Minnesota, or a lessee under a minerals exploration lease or mining lease requests removal of the utilities and their ancillary facilities from the Licensed Premises, Itasca County shall explore any reasonable alternative location on adjacent or nearby land owned by Itasca County or the State of Minnesota in trust for the taxing districts, for Licensee's relocation, consent for which shall not be unreasonably withheld by Itasca County or the State of Minnesota in trust for the taxing districts. All costs for removal or relocation of Licensees' utilities and their ancillary facilities shall be paid by the Licensee, or its successors or assigns. Itasca County and the State of Minnesota reserve the right to access and remove County and State-owned iron bearing minerals and lean ore materials from Licensed Premises and adjacent lands.

6. Unless otherwise authorized by Itasca County, within one (1) year from the surrender, expiration or cancellation of this License, Licensee shall remove from the Licensed Premises all the utilities and their ancillary facilities owned, installed or maintained by it. If Licensee does not remove such utilities and their ancillary facilities, all such utilities and facilities remaining shall become the property of Itasca County, to be used or disposed of as Itasca County elects. Licensee agrees to pay Itasca County for the costs of removing and disposing of such utilities and their ancillary facilities.

7. Licensee agrees, at its expense, to comply with all federal, state and local laws and regulations, including municipal ordinances, affecting Licensed Premises or the area in which they are situated and keep them in a neat and orderly condition, and shall remove all refuse and debris that may accumulate thereon. Licensee shall comply with the requirements of the Wetland Conservation Act of 1991 (Laws of Minnesota 1991, Chapter 354), any amendments thereto, and the rules adopted thereunder. Licensee is bound by the crossing location and installation method as detailed in any associated applications and permits and as approved by the Itasca County. Licensee shall not deviate from the terms and conditions of this License or any applications or permits as approved by the State unless it has first obtained written permission from the Itasca County Land Department and the appropriate permitting authority.

8. If Licensee plans to construct or make any ancillary facilities or other improvements or alterations on the Licensed Premises as necessary or suitable for its operations and use, Licensee must first review those plans with and receive written approval from Itasca County. Any changes, alterations or improvements in or to the Licensed Premises shall be at Licensee's sole expense. Licensee's use of the Licensed Premises shall be supported by all permits required by law, and Licensee shall not operate in violation of any such permits.

9. No timber shall be cut, used, removed or destroyed by Licensee without first obtaining written permission from Itasca County. Licensee must pay for all timber (both mature timber and regeneration) damaged on the Licensed Premises by Licensee prior to incurring the damage. Timber damages will be determined by the Itasca County Land Commissioner and will be based on current market values. Itasca County reserves the right to sell and dispose of, under the provisions of law now or hereinafter governing the sale of timber on county managed lands, all the timber upon the Licensed Premises, and hereby reserves to the purchaser of such timber, or agents and servants of the purchaser, the right at all times to enter thereon, and to cut and remove any and all such timber therefrom, according to the terms of the purchaser's contract with Itasca County, and without let or hindrance from Licensee, but such purchaser shall not unnecessarily or materially interfere with the operations carried on thereon. Itasca County's agreement with a purchaser of the timber shall provide that the purchaser of the timber will agree to assume entire responsibility and liability for all damages and injury to all persons and Licensed Premises whether caused by the purchaser, the purchaser's officers, agents or employees, arising from activities undertaken based on the timber permit or the purchaser's use or occupancy of the Licensed Premises covered by the timber permit.

10. Merchantable timber on Licensed Premises shall be salvaged to the extent practical. Each species must be utilized down to a minimum merchantable top diameter (outside bark) as follows: 3 inches for cordwood material (all species), 6 inches for bolts (all species), 10 inches for saw timber (conifers), and 12 inches for saw timber (hardwoods). All non-merchantable material resulting from clearing operations on Licensed Premises originating from other ownerships shall not be brought, stored or disposed of on Licensed Premises or any county managed lands. Windrow piling or piling of any vegetative materials, including firewood, is also not permitted on said lands. Slash and non-merchantable materials slash originating from any upland site shall not be deposited in wetland areas.

11. Timber on Licensed Premises may be offered for sale by Itasca County and successful purchasers will make advanced payments on said timber. The persons and entities awarded a timber permit, heretofore referred to as permit holder(s), shall have rights to enter upon Licensed Premises to harvest the timber. Licensee must not unduly interfere with timber permit holder activities carried out under authorization of the timber permit.

12. Itasca County, or its agents or contractors, upon reasonable notice to Licensee, shall have the right to enter upon and into said Licensed Premises at any time to inspect the same. Such inspection shall not unreasonably hinder or interrupt the operations of Licensee, except in cases where emergency entry is necessary to preserve the Licensed Premises and other property.

13. The use of Licensed Premises by Licensee in utility construction or maintenance for which this License is granted shall be subject to the use, sale, or leasing for mineral or other legal purposes. Licensee will not cause any unnecessary hindrance to the activities of Itasca County and shall allow access to and across the Licensed Premises by Itasca County when needed for activities including, but not limited to, general land management, timber management, and recreational or mineral development, whether Itasca County is acting on its own behalf or that of the State of Minnesota in trust for the taxing districts.

14. This License is permissive only. No liability shall be imposed upon or incurred by Itasca County or any of its officers, agents, or employees, officially or personally, on account of the granting hereof or on account of any damage to any person or property resulting from any act or omission of Licensee or any of its agents, employees, or contractors relating to any matter hereunder. This License shall not be construed as estopping or limiting any legal claim or right of action of any such person against Licensee, its agents, employees, or contractors for any damage or injury resulting from any such act of omission, or as estopping or limiting any legal claim or right of action of Itasca County against Licensee, its agents employees, or contractors, for violation of or failure to comply with the provisions of the license or applicable provisions of law. Licensee shall indemnify and hold harmless Itasca County from all claims arising out of Licensee's use of the Licensed Premises whether such claims are asserted by civil action or otherwise.

15. Licensee shall not without Itasca County's prior written consent: a) assign, convey or otherwise transfer this License or any interest under it; b) sublet the Licensed Premises or any part thereof; or c) permit the use of occupancy of the Licensed Premises or any part thereof by anyone other than Licensee. This License shall extend to, and bind the successors, heirs, legal representatives and assigns of Licensee, if any. Itasca County may require a party who has requested to sublet, use or occupy the Licensed Premises to obtain a separate License from Itasca County prior to occupying or using the Licensed Premises.

16. No delay by Itasca County in enforcing any of the conditions of this License shall operate as a waiver of any of its rights.

17. Licensee will pay when due all taxes and assessments levied against the Licensed Premises or the improvements thereon.

18. **LICENSEE 's Insurance and Indemnification**.

A. LICENSEE agrees to defend, indemnify and hold harmless ITASCA COUNTY and the State of Minnesota in trust for the taxing districts, 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 LICENSEE, anyone directly or indirectly employed by them including any and all subcontractors and/or anyone for whose acts and/or omissions they may be liable herein and against all loss by reason of failure of said LICENSEE to perform fully, in any respect, all obligations under this License.

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

a. General Liability shall list ITASCA COUNTY and State of Minnesota in trust for the taxing districts, as additional insured with the following insurance limits:

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

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

An umbrella or excess policy over self-insured retentions is an acceptable method to provide the required aggregate insurance amounts.

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

LICENSEE shall not commence work on Licensed Premises, or otherwise occupy Licensed Premises, 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 and State of Minnesota in trust for the taxing districts as Certificate holder and as 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. LICENSEE also agrees that any contract let by LICENSEE for the performance of the work on Licensed Premises as provided herein shall include clauses that will: (1) require LICENSEE to defend, indemnify and hold harmless ITASCA COUNTY and the State of Minnesota in trust for the taxing districts, 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 LICENSEE, 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 LICENSEE to provide and maintain insurance in accordance with the following:

a. Workers' Compensation: (Statutory Limits)

Employer's Liability Insurance:

		Limits
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 LICENSEE is domiciled outside the State of Minnesota.

b. Commercial General and Automobile Liability Insurance:

		Limits
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 LICENSEE'S Subcontractor(s) to purchase additional insurance that may be necessary for the Licensed activities.

D. LICENSEE 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 License if LICENSEE is not in compliance with the requirements contained herein and retains all its rights thereafter to pursue any legal remedies against LICENSEE. All insurance policies shall be open to inspection by ITASCA COUNTY upon written request.

19. **Liability**. This License shall not be construed as imposing any liability on Itasca County for injury or damage to the person or property of Licensee, or to any other persons or property, arising out of any use of the Licensed Premises, or under any other easement, right-of-way, license, lease or other encumbrance now in effect, unless such injury or damage results from the gross negligence or intentional acts of Itasca County, or from a breach of this License by Itasca County. Licensee shall indemnify and hold harmless Itasca County from all claims arising out of the use of the Licensed Premises (excepting claims resulting from the gross negligence or intentional acts of Itasca County, from a breach of this License by Itasca County or arising out of use of the Licensed Premises by a third-party who subsequent to the date hereof has been authorized by Itasca County to use the Licensed

Premises, or that third-party's agents, employees, heirs or assigns). The exception to Licensee's liability set forth in this paragraph shall be subject to the liability limitations and all defenses and provisions of Minn. Stat. 466 which are specifically retained by Itasca County.

20. Licensee shall acquire necessary rights to surface not owned or managed by Itasca County**.** It is understood and agreed that in case any interest in the land covered by this License is owned by any entity other than Itasca County or the State of Minnesota in trust of the taxing districts, this License shall not be construed as authorizing any invasion of or trespass upon such other interest, that in case it shall be necessary to make use of any such other interest in connection with any operations hereunder, Licensee shall obtain all necessary legal rights therefore before proceeding therewith, that Licensee shall be liable for all damages to any such other interest caused by any operations hereunder, and that Itasca County shall not incur or be subject to any liability therefore.

21. Crossing of recreational trails, including but not limited to the following snowmobile trails, to-wit: _____; ATV/OHM trails, to-wit: _____; and associated spurs as currently exist and including any and all future amendments or additions to their routes:
    a. The location of any crossing of a recreational trail must be approved in advance by Itasca County. Itasca County may provide written instructions as to any specific construction standards to be followed for the crossing of a recreational trail.
    b. Utility construction and maintenance activities shall be conducted in a manner so as to minimize disturbance of safe recreational trail use and to separate the public from work areas. Licensee must provide signs to warn recreational trail users of any construction hazards.
    c. Licensee is responsible for repairing any damage created by Licensee's activities, to a recreational trail in a manner satisfactory to Itasca County.
    d. Prior approval must be obtained from Itasca County Land Commissioner, or their designee, for the cutting or trimming of trees within the recreational trail right-of-way located outside of the Licensed Premises.
    e. Licensee shall notify Itasca County in advance of its intent to perform any utility construction or maintenance operations that cross or fall within a recreational trail right-of-way. Itasca County shall assist Licensee in implementing safe, cooperative usage of the recreational trail right-of-way, including planning and implementation of trail re-routes, if necessary. Licensee may not re-route or close the recreational trail right-of-way without the prior written approval of Itasca County.

22. Additional construction and maintenance specifications:
    a. Utility construction, maintenance and associated activities must be confined to the Licensed Premises. Itasca County agrees to grant temporary permits 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 Licensed Premises without permission from the Itasca County Land Commissioner. The Itasca County Land Commissioner must be notified before motor vehicles are used off traveled roadways or on vehicle-restricted Itasca County trails, or before heavy equipment is moved across the Licensed Premises or other county managed lands not described herein. Prior approval and notification are not required during emergencies. However, the Itasca County Land Commissioner must be notified within five (5) days of such use, damage or improvement to allow timely assessment of the damage, if any, and to ensure proper reparations and repairs.

b. Organic soil material and mineral soil must be left in place on the Licensed Premises unless approved by the Land Commissioner, for which said approval shall not be unreasonably withheld if soil removal is required for the installation of Licensee's utility as part of permitting or other construction requirements.
c. On utilities whose presence is not readily visible on or above the ground surface, such as on underground utilities with narrow, unmaintained right-of-ways (i.e. underground telecommunication or electric power lines), the utility location must be signed at all angle points and at other locations as needed so that the distance between signs does not exceed 5 chains or 330 feet.
d. Upon completion of utility construction or maintenance, Licensee shall restore the Licensed Premises and 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 Itasca County Land Commissioner.
e. Construction and maintenance of the utility license and system will be performed by Licensee without any cost to Itasca County or the State of Minnesota in trust for the taxing districts.
f. Licensee must mark all survey markers within the Licensed Premises area prior to utility construction and maintenance. Licensee shall restore at Licensee's expense all survey markers damaged from any activities associated with this License by Licensee or Licensee's contractors.
g. Licensee shall contact Itasca County 10 days prior to installation and within 10 days following completion of any licensed utility construction or maintenance work.
h. Licensee shall be responsible for Licensee's employees, agents and contractors receiving and thoroughly understanding all conditions of this License.

23. The contact information for Itasca County and Licensee is as follows:

Itasca County Contacts:	Licensee:
Itasca County Land Department c/o Land Commissioner Kory Cease 1177 LaPrairie Avenue Grand Rapids, Minnesota 55744 Itasca County Auditor County Courthouse 123 NE 4th Street Grand Rapids, MN 55744	INSERT NAME AND ADDRESS

I/We as **Licensee(s)** hereby acknowledge that I/We have read the contents of the above document entitled Itasca County Utility License and understand its terms and agree to be bound by the conditions set forth therein.

Dated: _____

By:_____
Name:_____
Title: _____

STATE OF MINNESOTA)
) ss
COUNTY OF _____)

This instrument was acknowledged to before me this _____day of _____, 20__ by_____, as the_____of _____, Licensee.

_____
(Notary Seal) Notary Public

WITNESS my hand at Grand Rapids, Minnesota this
_____ day of _____, 20___.

THE STATE OF MINNESOTA IN TRUST
FOR THE TAXING DISTRICTS

By:_____
Austin Rohling, County Auditor

STATE OF MINNESOTA)
) ss
COUNTY OF ITASCA)

This instrument was acknowledged before me this _____ day of _____, 20__, by Austin Rohling, as County Auditor on behalf of Itasca County, a public body corporate of the State of Minnesota.

_____
(Notary Seal) Notary Public

WITNESS my hand at Grand Rapids, Minnesota this
_____ day of _____, 20___.

ITASCA COUNTY LAND COMMISSIONER

_____
Kory Cease

STATE OF MINNESOTA)
) ss
COUNTY OF ITASCA)

This instrument was acknowledged to before me this _____ day of _____, 20___, by Kory Cease, as Itasca County Land Commissioner on behalf of Itasca County, a public body corporate of the State of Minnesota.

_____
(Notary Seal) Notary Public

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

APPLICATION FOR UTILITY EASEMENT OR LICENSE

Name(s) you want on agreement: _____

Address: _____

_____

_____

Contact person: _____

Telephone Number: _____ Email: _____

Signature: _____ Date: _____

Type of utility (e.g. pipeline, electrical line, underground vs. overhead): _____

Right of way width: _____ Easement or License: _____

LEGAL DESCRIPTION

Section: ____ Township: _____ Range: _____ or Parcel Number: _____

Forty(s): _____

I. AERIAL CONSTRUCTION

____ Single pole
____ H-Frame
____ Single Pole and H-Frame
____ Steel Tower
____ Other _____

____ Open wire
____ Cable
____ Vertical
____ Cross-arm
____ Vertical and cross-arm

Minimum height of conductor: _____ft. along highway _____ft. at crossing over highway

II. UNDERGROUND CONSTRUCTION

CONDUIT

____ Multiple tile
____ Transite
____ Clay tile

____ Sectional concrete
____ Steel pipe
____ Other _____

CASING

____ Steel pipe ____ Sectional concrete ____ Other _____
SIZE _____ DEPTH _____

III. METHOD OF INSTALLING UNDER ROADBEDS (if open trench, explain why necessary)

____Open trench ____Jacking ____ Boring ____ Pneuma Gopher

EXTENT AND LOCATION OF TREE CLEARING _____

Work to start on or after _____ and to be completed on or before _____ _____.

Please check one or more of the following:

____ The requested route is staked on the ground for your review.

____ I would like to meet with County field staff to determine an acceptable easement location prior to staking the route.

The applicant in carrying on any and all the work herein above mentioned or referred to in its application, shall strictly conform to the terms of such Easement or License, and the regulations of the Board of County Commissioners, as set forth herein together with the provision set forth in the Utility Easement or License. The applicant specifically agrees to be bound hereby. The applicant shall also comply with the regulations of all other governmental agencies for the protection of the Public. The work shall be accomplished in a manner that will not be detrimental to the highway and that will safeguard the public.

Please return completed form to:

REAL ESTATE OFFICE
ITASCA COUNTY LAND DEPARTMENT
1177 La PRAIRIE AVENUE
GRAND RAPIDS, MN 55744

Email: cindy.shevich@co.itasca.mn.us

REQUEST FOR UTILITY EASEMENT OR LICENSE ACROSS COUNTY LANDS

Itasca County issues utility easements or licenses across County lands when it is in the public's best interest, and does not conflict with public use of the land. The fees for such utility easements or licenses are as follows:

A. Requests must be accompanied by a non-refundable application fee of $200 per lineal mile pro-rated to the length of the easement, but not less than $50.

B. If the easement or license is approved by the County Board, grantee must also pay:
   1. The land value of the right of way.
   2. The timber value on the right of way.
   3. Recording fee.
   4. Other negotiated costs, if applicable.

All license requests shall provide a map and accurate description of the location of the telecommunication line upon completion. In addition, requester shall provide accurate GPS data which is readily capable of making a GIS map of the line location.

All easement or license requests over 30 feet in width will require a survey that is acceptable to the County Surveyor. All other easements require detailed documentation showing the location of the easement. The need for a survey on an easement under 30 feet in width will be at the sole discretion of the County Surveyor and Land Commissioner.

If you want a utility easement or license across County lands:
1. Complete the back of this form and return it to the address shown at the bottom.
2. Submit the required application fee.
3. Submit a general map of the project, including length, width and acreage of the ROW requested per parcel crossed by the project.

After field staff has approved the location of the requested easement, you must also submit:
1. A survey for all easement requests over 30 feet in width.
2. All easement requests under 30 feet in width, a legal description and map of the requested easement that are acceptable to the County Surveyor.

Upon receiving the completed form, the County will start processing your request. Utility easements must ultimately be approved by the County Board. If you have any questions regarding a utility easement across County managed lands, please call 218-327-2855.

Revised 4/25/2023

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

Tuesday, May 2, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3071

DEPARTMENT: Administrative Services **TIME REQUESTED:** 15 Minutes
PRESENTER: Loren Solberg, Sentator Farnsworth

AGENDA ITEM:
Legislative Conference Call

BOARD ACTION REQUESTED:
Hold a Legislative Conference Call with Itasca County delegation and Lobbyist Loren Solberg.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. 2023 Legislative Priorities FINAL

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

ITASCA COUNTY

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

Itasca County
2023 Legislative Priorities

- Canisteo Mine Pit – Dewatering efforts.
- Hwy 169 – Support efforts for double lane completion.
- Increased PILT reimbursement.
- Fully fund Probation Officers Reimbursement according to M.S.A. 244.19. Reimbursement to Itasca County should be 50% of salary costs, currently at 26%.
- Increased County Program Aid – direct reduction to property tax.
- Property Valuation Caps – Pass legislation that limits year over year property valuation increases.
- Short-term Rentals: VRBO's/Air B&B – State reform is needed.
- Hill Annex Mine – Support efforts to keep this open.
- State property tax assessed asset valuations cases – aid for Counties in back payments and future liabilities.
- Anoka Regional Treatment Center cost shift to Counties – placements cost County's over $40,000 per month with little or no input from the County.
- Keeping value-based reimbursement in place without reducing the rates – essential for Skilled Nursing Facilities who have made investments in staff and resources expecting the value-based reimbursement to continue.
- Appropriate reimbursement on ICWA funding based on costs and utilization.
- Require DHS to follow state statute regarding Medicaid/Medicare Advantage/Special Needs Basic Care Procurement processes.
- Place moratorium on cervid farms and transport.
- Continued investment in Broadband focusing on greater MN.

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

Tuesday, May 2, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3069

DEPARTMENT: Sheriff
TIME REQUESTED: < 5 Minutes
PRESENTER: Joe Dasovich

AGENDA ITEM:
Williams Family Donations

BOARD ACTION REQUESTED:
Discuss the use of cash donations made to the Sheriff's Office for the purpose of helping fund the Washington D.C. trip for the family of Deputy Jayme Williams.

BACKGROUND:
The Sheriff's Office has received cash donations from generous community members to help support and cover expenses for the family of Deputy Jayme Williams so that they can attend National Police Week in Washington D.C.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**