



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, September 12, 2023

2:30 PM

Itasca County Boardroom

FINAL

REGULAR SESSION MINUTES

I. CALL TO ORDER

Vice-Chair Snyder 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	Absent	
Casey Venema	District #5	Present	2:30 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Pull Item #5.6 (Remaining Swan River CIP Funds), add Item #6.9 (Itasca County Amicus Brief Update), and approve the agenda, as amended.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, September 5, 2023 County Board Work Session.

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

V. CONSENT AGENDA

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

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

1. Adopt the Resolution Re: Authorization to Execute Minnesota Department of Transportation Grant Agreement for Airport Improvement Excluding Land Acquisition, which approves Agreement #1054793 with the State of Minnesota for the North Taxilane Reconstruction Project (State Project #A3101-101) at the Grand Rapids/Itasca County Airport in the amount of \$111,668.43 and authorizes necessary signatures.

2. Approve submission of a grant request to MnDOT Aeronautics for the Obstruction Removal Project at the Bowstring Municipal Airport in the amount of \$20,000 including a local match of \$1,000.
3. Approve \$50,000 of ARP funding for the 2023-2024 year to Itasca County Trail System/Grand Rapids Foundation.
4. Appoint Commissioners Cory Smith and John Johnson to a Classification Committee for two-year terms as described in the Position Evaluation and Classification Policy approved by the Board on November 11, 2016 effective September 12, 2023 through December 31, 2024.
5. Approve the lease agreement between the MN Timber Producers, Inc. and Itasca County for the 2023 North Star Expo event at the Itasca County Fairgrounds, and authorize necessary signatures.
7. Enter into an inmate housing agreement with Cass County.

VI. REGULAR AGENDA

1. Citizen Input
Kristina Gambill, Sara Citrine, David Thomas, Jennifer Sawatzky, and Colleen Roberts provided citizen input regarding termination of the contract between IMCare and Lakeview Behavioral Health.
Brant Bass provided citizen input regarding COVID contingency planning.
2. Recognition of County Employees
The following employees were recognized:

Welcome to new employee Molly Rother, Emergency Communications Specialist with the Sheriff Department, effective September 5, 2023.

Farewell to Debra Davis whose last day as Chief Deputy Auditor/Treasurer with the Auditor/Treasurer Department will be September 1, 2023, after 27+ years of service.

Welcome to new employee Kaitlin Olson, Legal Secretary with the Attorney Department, effective September 5, 2023.

Welcome to new employee Mary Jo Wiatrak, Assistant County Attorney with the Attorney Department, effective September 11, 2023.

Farewell to Carol Gillson whose last day as Assessment Technician with the Assessor Department will be September 8, 2023, after 11 months of service.

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

3. Commissioner Warrants
Motion To: Approve Commissioner Warrants with a check date of September 15, 2023, in the amount of \$2,024,422.45.

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

4. Gambling Permit
Motion To: Approve a Premises Permit Gambling Application for gambling, as requested by Hill City Firemans Relief, to conduct lawful gambling at Big Splithand Resort, Bar and Grill, 29565 Splithand Road, Grand Rapids, MN 55744.

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

5. Bond Declaration Amendment for Grand Rapids Area Landfill
Motion To: Approve the First Amendment to the Bond Declaration between Itasca County and the Minnesota Pollution Control Agency (MPCA) and authorize necessary signatures.

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

6. Approve Storage Lease Agreement with Holmstrom Inc
Motion To: Approve Storage Lease Agreement with Holmstrom Inc. and authorize necessary signatures.

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

7. Approve Storage Lease Agreement with RK Motorsports
Motion To: Approve Storage Lease Agreement with RK Motorsports and authorize necessary signatures.

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

8. State Disaster Assistance
Motion To: Adopt the Resolution Re: Requesting State Disaster Assistance for public property damage from the April 2023 spring flooding event and authorize Board Chair Burl Ives and Emergency Manager John Linder to sign a letter to Governor Walz requesting State Disaster Assistance for the damage from the April 2023 spring flood event.

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

9. Itasca County Amicus Brief Update
 County Attorney Matti Adam provided information regarding the status of the Itasca County Amicus Brief in support of the State of MN Court of Appeals filing, as approved at the July 11, 2023 County Board Regular Session.

It was the consensus of the County Board to direct staff to cooperate with legal counsel retained by the City of Nashwauk to jointly submit the Amicus Brief.

VII. COMMISSIONER COMMENTS

Commissioner Venema reported on his attendance at a recent Fairgrounds Task Force meeting, as well as various city and township meetings.

Commissioner Smith reported on his upcoming testimony regarding a land exchange.

Commissioner Johnson reported on his attendance at recent Budget Work Sessions, as well as his upcoming attendance at the Association of Minnesota Counties (AMC) Fall Policy Conference.

Commissioner Snyder reported on his attendance of at recent Bigfork Taxing District meetings, as well as various township meetings.

VIII. CLOSED SESSIONS

IX. ADJOURN

Vice-Chair Snyder adjourned the meeting at 3:06 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

Tuesday, September 12, 2023

RESOLUTION 2023-34

**RE: AUTHORIZATION TO EXECUTE MINNESOTA DEPARTMENT OF TRANSPORTATION
GRANT AGREEMENT FOR AIRPORT IMPROVEMENT EXCLUDING LAND ACQUISITION**

BE IT RESOLVED by the County of Itasca as follows:

1. That the State of Minnesota Agreement No. 1054793, "Grant Agreement for Airport Improvement Excluding Land Acquisition," for State Project No. A3101-101 at the Grand Rapids/Itasca County Airport - Gordon Newstrom Field Airport is accepted.
2. That the County Board Chair and Clerk of the County Board are authorized to execute this Agreement and any amendments on behalf of the County of Itasca.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 12th day of September A.D. 2023 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 12th day of September A.D. 2023.

Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 12, 2023

RESOLUTION 2023-35

RE: REQUESTING STATE DISASTER ASSISTANCE

WHEREAS, the April, 2023 Spring Flood Damage impacted the population of Itasca County and its cities; and

WHEREAS, the April 2023 Spring Flood Damage event caused significant amount of public property damage; and

WHEREAS, the Itasca County Department of Emergency Management requests the Itasca County Board of Commissions to request state disaster assistance for the damages caused by the April, 2023 spring flood event.

NOW THEREFORE BE IT RESOLVED, the Itasca County Board of Commissions hereby requests state disaster assistance for the damages from the April, 2023 spring flood event.

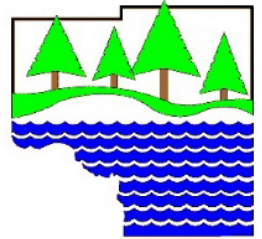
RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
ABSENT:	Burl Ives

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 12th day of September A.D. 2023 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 12th day of September A.D. 2023.

Administrator



September 12, 2023

Chair:

PULL:

1. Item #5.6 – Remaining Swan River CIP Funds

ADDITIONS:

1. Item #6.9 – Itasca County Amicus Brief Update

CHANGES: None

INFORMATIONAL:

1. Item #6.6 – Additional Information
2. Item #6.7 - Additional Information



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, September 5, 2023

2:30 PM

Itasca County Boardroom

DRAFT

WORK 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	Present	2:30 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Add Item #6.11 (ARP Funding for the 2023-2024 Year to Itasca County Trail System / Grand Rapids Foundation), amend Item #5.2 (Recorder's Technology Fund Request) and approve the agenda, as amended.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, August 22, 2023 County Board Regular Session.

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

V. RECOMMENDED FOR CONSENT AGENDA

1. Adopt the Resolution Re: Authorization to Execute Minnesota Department of Transportation Grant Agreement for Airport Improvement Excluding Land Acquisition, which approves Agreement #1054793 with the State of Minnesota for the North Taxilane Reconstruction Project (State Project #A3101-101) at the Grand Rapids/Itasca County Airport in the amount of \$111,668.43 and authorizes necessary signatures.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 09/12/2023 2:30 PM
----------------	--------------------------------	---------------------------------

2. Approve purchase order for Replica Site Servers and Drives to secure our Data Recovery Protocols and approve the request to utilize the Recorder's Technology Fund for said purchase.
It was the consensus of the County Board to direct staff to acquire bids for the purchase of Replica Site Servers and Drives to secure Data Recovery Protocols.

3. Approve the lease agreement between the MN Timber Producers, Inc. and Itasca County for the 2023 North Star Expo event at the Itasca County Fairgrounds, and authorize necessary signatures.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 09/12/2023 2:30 PM
----------------	--------------------------------	---------------------------------

VI. DISCUSSION / INFORMATIONAL

1. Citizen Input
No citizen input provided.
2. Lobbyist Contract
It was the consensus of the County Board to direct staff to contact Flaherty & Hood to negotiate a lobbyist services contract.
3. Grant Request for Bowstring Municipal Airport
County Administrator Brett Skyles provided information regarding the request to approve submission of a grant request to MnDOT Aeronautics for the Obstruction Removal Project at the Bowstring Municipal Airport in the amount of \$20,000 including a local match of \$1,000.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 09/12/2023 2:30 PM
----------------	--------------------------------	---------------------------------

4. Appointments to Classification Committee
Human Resources Director Janet Borth provided information regarding the request to appoint two County Commissioners and two Department Heads to a Classification Committee for two-year terms as described in the Position Evaluation and Classification Policy approved by the Board on November 11, 2016.

It was the consensus of the County Board to recommend Commissioners Smith and Johnson for appointment to the Classification Committee.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 09/12/2023 2:30 PM
----------------	--------------------------------	---------------------------------

5. 2022 Itasca SWCD Projects Report
Itasca County Soil & Water Conservation District (SWCD) District Manager & Water Plan Coordinator Andy Arens provided a 2022 Itasca Soil and Water Conservation District (SWCD) Projects Report.

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

6. Highway Construction Project Update – September 2023
Transportation Engineer Rachel Metelak provided a Highway Construction Project Update for September 2023.

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

7. Sale of Road & Bridge Equipment
Motion To: Approve the Disposition of Obsolete Road and Bridge Equipment through McLaughlin Auctioneers, Hansen Auction Group, and State of MN Admin Fleet and Surplus Services.

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

8. Remaining Swan River CIP Funds
Highway Maintenance Director Kory Johnson provided information regarding the request to approve the remainder of the Swan River CIP funds allocated to the Transportation Department for the construction of a cold storage building to be used for replacement of fuel pumps at 4 garages.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 09/12/2023 2:30 PM
----------------	--------------------------------	---------------------------------

9. Jail Facility Agreement

County Sheriff Joe Dasovich provided information regarding the request to consider entering into an inmate housing agreement with Cass County.

RESULT: RECOMMENDED FOR CONSENT NEXT: 09/12/2023 2:30 PM

10. Project Change Order

County Sheriff Joe Dasovich provided information regarding the request to approve a Change Order to the Jail Project to move Dispatch and Emergency Operations Center (EOC) into the existing Jail Annex structure.

RESULT: INFORMATIONAL - NO ACTION TAKEN

11. ARP Funding for the 2023-2024 Year to Itasca County Trail System / Grand Rapids Foundation
Commissioner Snyder provided information regarding the request to approve \$50,000 of ARP Funding for the 2023-2024 year to Itasca County Trail System / Grand Rapids Foundation.

RESULT: RECOMMENDED FOR CONSENT NEXT: 09/12/2023 2:30 PM

VII. COMMITTEE REPORTS

Commissioner Smith reported on his attendance at recent Budget Work Session meetings, as well as an upcoming Deer River Chamber meeting.

Commissioner Johnson reported on his attendance at recent Highway 169 Coalition and Legislative Luncheon meetings, as well as the Rapid Deploy Radius Conference.

Commissioner Snyder reported on his attendance at recent Legislative Luncheon, Intergovernmental Affairs Committee, Nursing Home Board, North Itasca Joint Powers Board (NIJPB), and Highway 38 Leadership Board meetings, as well as various township meetings, Bigfork Valley Hospital Board meetings, and a meeting with Casper Construction regarding the Fairgrounds Campground Project.

Commissioner Ives reported on his attendance at recent Nursing Home Board, Itasca Economic Development Corporation (IEDC), Intergovernmental Affairs Committee, and Legislative Luncheon meetings.

VIII. ADMINISTRATOR UPDATE

County Administrator Brett Skyles provided an Administrator Update, including information regarding the Canisteo Pit project and funding.

IX. COMMISSIONER COMMENTS

Commissioner Smith provided comment regarding recent storm damage in Commissioner District 1.

X. CLOSED SESSIONS**XI. ADJOURN**

Chair Ives adjourned the meeting at 4:21 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

Tuesday, September 12, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3247

DEPARTMENT: Administrative Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Matt Wegwerth

AGENDA ITEM:

Grant Agreement

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Authorization to Execute Minnesota Department of Transportation Grant Agreement for Airport Improvement Excluding Land Acquisition, which approves Agreement #1054793 with the State of Minnesota for the North Taxilane Reconstruction Project (State Project #A3101-101) at the Grand Rapids/Itasca County Airport in the amount of \$111,668.43 and authorizes necessary signatures.

BACKGROUND:

This project includes the reconstruction and extension of the north taxilane at the Grand Rapids / Itasca County Airport. The total project cost is \$598,117 and the FAA grant amount of \$425,095 will cover approximately 71% of the project cost. The State of Minnesota will cover \$111,668 (approximately 19%) and the local share is \$61,353 (approximately 10%). The local share is split with the County 50/50, which equals a City amount of \$30,676.

This is a budgeted project for 2023.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. GPZ-A3101-101-Agreement 1054793

09/05/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 09/12/2023 2:30 PM
----------------	--------------------------------	---------------------------------

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 12, 2023

RESOLUTION 2023-34

**RE: AUTHORIZATION TO EXECUTE MINNESOTA DEPARTMENT OF TRANSPORTATION
GRANT AGREEMENT FOR AIRPORT IMPROVEMENT EXCLUDING LAND ACQUISITION**

BE IT RESOLVED by the County of Itasca as follows:

1. That the State of Minnesota Agreement No. 1054793, "Grant Agreement for Airport Improvement Excluding Land Acquisition," for State Project No. A3101-101 at the Grand Rapids/Itasca County Airport - Gordon Newstrom Field Airport is accepted.
2. That the County Board Chair and Clerk of the County Board are authorized to execute this Agreement and any amendments on behalf of the County of Itasca.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 12th day of September A.D. 2023 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 12th day of September A.D. 2023.

Administrator

**STATE OF MINNESOTA
STATE AIRPORTS FUND
GRANT AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), **and the City of Grand Rapids and County of Itasca, 420 North Pokegama Ave, Grand Rapids, MN 55744** ("Grantee").

RECITALS

1. Minnesota Statutes Chapter 360 authorizes State to provide financial assistance to eligible airport sponsors for the acquisition, construction, improvement, marketing, maintenance, or operation of airports and other air navigation facilities.
2. Grantee owns, operates, controls, or desires to own an airport ("Airport") in the state system, and Grantee desires financial assistance from the State for an airport improvement project ("Project").
3. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to Minn.Stat. §16B.98, Subd.1, Grantee agrees to minimize administrative costs as a condition of this agreement.

AGREEMENT TERMS**1 Term of Agreement, Survival of Terms, and Incorporation of Exhibits**

- 1.1 **Effective Date.** This agreement will be effective on the date the State obtains all required signatures under Minn. Stat. §16B.98, Subd. 5. As required by Minn.Stat. §16B.98 Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on **December 31, 2027**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.
- 1.4 **Plans, Specifications, Descriptions.** Grantee has provided the State with the plans, specifications, and a detailed description of the Project **SP A3101-101**, which are on file with the State's Office of Aeronautics and are incorporated into this Agreement by reference.
- 1.5 **Exhibits:** Exhibit 'A' - Credit Application

2 Grantee's Duties

- 2.1 Grantee will complete the Project in accordance with the plans, specifications, and detailed description of the Project, which are on file with the State's Office of Aeronautics. Any changes to the plans or specifications of the Project after the date of this Agreement will be valid only if made by written change order signed by the Grantee and the State. Subject to the availability of funds, the State may prepare an amendment to this Agreement to reimburse the Grantee for the allowable costs of qualifying change orders.
- 2.2 If the Project involves construction, Grantee will designate a registered engineer to oversee the Project work. If, with the State's approval, the Grantee elects not to have such services performed by a registered engineer, then the Grantee will designate another responsible person to oversee such work.
- 2.3 Grantee will notify State's Authorized Representative in advance of any meetings taking place relating to the Project.
- 2.4 Grantee will comply with all required grants management policies and procedures set forth through Minn.Stat. §16B.97, Subd. 4 (a) (1).
- 2.5 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public aeronautical purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.

2.6 Airport Operations, Maintenance, and Conveyance. Pursuant to Minnesota Statutes Section 360.305, subdivision 4 (d) (1), the Grantee will operate the Airport as a licensed, municipally-owned public airport at all times of the year for a period of 20 years from the date the Grantee receives final reimbursement under this Agreement. The Airport must be maintained in a safe, serviceable manner for public aeronautical purposes only. Without prior written approval from the State, Grantee will not transfer, convey, encumber, assign, or abandon its interest in the airport or in any real or personal property that is purchased or improved with State funds. If the State approves such a transfer or change in use, the Grantee must comply with such conditions and restrictions as the State may place on such approval. The obligations imposed by this clause survive the expiration or termination of this Agreement.

3 Time

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

4 Cost and Payment

4.1 **Cost Participation.** Costs for the Project will be proportionate and allocated as follows:

<u>Item Description</u>	<u>Federal Share</u>	<u>State Share</u>	<u>Grantee Share</u>
AIG-North Building Area Taxilane Rehab	71.07%	18.67%	10.26%
Federal Committed:	<u>\$425,095.00</u>		
State:	<u>\$ 111,668.43</u>		
Grantee:	<u>\$ 61,353.12</u>		

The federal multiyear amount is an estimate only. These funds are not committed and are only available after being made so by the U.S. Government. Federal funds for the Project will be received and disbursed by the State. In the event federal reimbursement becomes available or is increased for the Project, the State will be entitled to recover from such federal funds an amount not to exceed the state funds advanced for this Project. No more than 95% of the amount due under this Agreement will be paid by the State until the State determines that the Grantee has complied with all terms of this Agreement and furnished all necessary records.

4.2 **Travel Expenses.** No travel expenses are authorized for this project. The Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state at the current Minnesota Department of Transportation Reimbursement Rates for Travel Expenses.

4.3 **Sufficiency of Funds.** Pursuant to Minnesota Rules 8800.2500, the Grantee certifies that (1) it presently has available sufficient unencumbered funds to pay its share of the Project; (2) the Project will be completed without undue delay; and (3) the Grantee has the legal authority to engage in the Project as proposed.

4.4 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed **\$111,668.43**.

4.5 Payment

4.5.1 Invoices

Grantee will submit invoices for payment by Credit Application, Exhibit 'A', which is attached and incorporated into this agreement and can be found at <http://www.dot.state.mn.us/aero/airportdevelopment/documents/creditappinteractive.pdf>, is the form Grantee will use to submit invoices. The State's Authorized Representative, as named in this agreement, will review each invoice against the approved grant budget and grant expenditures to-date before approving payment. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices will be submitted timely and according to the following schedule: **Upon completion of Services.**

4.5.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.

4.5.3 **State's Payment Requirements.** State will promptly pay all valid obligations under this agreement as

required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Grantee's invoices for services performed. If an invoice is incorrect, defective, or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.

4.5.4 Grantee Payment Requirements. Grantee must pay all contractors under this agreement promptly. Grantee will make undisputed payments no later than 30 days after receiving an invoice. If an invoice is incorrect, defective, or otherwise improper, Grantee will notify the contractor within ten days of discovering the error. After Grantee receives the corrected invoice, Grantee will pay the contractor within 30 days of receipt of such invoice.

4.5.5 Grant Monitoring Visit and Financial Reconciliation. During the period of performance, the State will make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.

4.5.5.1 The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided notice prior to any monitoring visit or financial reconciliation.

4.5.5.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.

4.5.5.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.

4.5.6 Closeout. The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

4.5.7 Closeout Deliverables. At the close of the Project, the Grantee must provide the following deliverables to the State before the final payment due under this Agreement will be released by the State: (1) Electronic files of construction plans as a PDF and in a MicroStation compatible format; and (2) Electronic files of as-builts as a PDF and in a MicroStation compatible format. (3) Electronic files of planning documents (Airport Layout Plans – ALP) and Airport Zoning as a PDF and in a MicroStation compatible format and in GIS.

4.6 Contracting and Bidding Requirements. Prior to publication, Grantee will submit to State all solicitations for work to be funded by this Agreement. Prior to execution, Grantee will submit to State all contracts and subcontracts funded by this agreement between Grantee and third parties. State's Authorized Representative has the sole right to approve, disapprove, or modify any solicitation, contract, or subcontract submitted by Grantee. All contracts and subcontracts between Grantee and third parties must contain all applicable provisions of this Agreement. State's Authorized Representative will respond to a solicitation, contract, or subcontract submitted by Grantee within ten business days.

5 Conditions of Payment

All services provided by Grantee under this 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. In addition, Grantee will not receive payment for Airport's failure to pass periodic inspections by a representative of the State's Office of Aeronautics.

6 Authorized Representatives

6.1 The State's Authorized Representative Are:

Matt Lebens, North Region Airports Engineer; (matthew.lebens@state.mn.us) (612) 422-4171 and/or **Jessica McBroom**, Grant Specialist; (jessica.mcBroom@state.mn.us) (612) 283-1328, or her successor.

State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative is:

Matt Wegwerth, Director of Public Works/City Engineer

Phone: 218-326-7625

Email: mwegwerth@ci.grand-rapids.mn.us

City of Grand Rapids

420 North Pokegama Ave

Grand Rapids, MN 55744

If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Agreement Complete

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

Amendments. Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office. Notwithstanding the foregoing, when FAA issues a Letter Amendment on a federal grant agreement that results in an increase in federal funds beyond the total amount in this grant agreement (i.e., federal amendment), MnDOT's receipt of the Letter Amendment from FAA has the effect of amending the total amount in this grant agreement.

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

7.3 Grant Agreement Complete. This grant agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

7.4 Electronic Records and Signatures. The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

7.5 Certification. By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

8 Liability

In the performance of this agreement, and to the extent permitted by law, 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 agreement by Grantee or Grantee's agents or employees. This clause will not be construed to bar any legal remedies Grantee may have for the State's failure to fulfill its obligations under this agreement.

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this grant agreement or transaction, 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 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. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

10 Government Data Practices and Intellectual Property Rights

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

10.2 Intellectual Property Rights.

10.2.1 Intellectual Property Rights. State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and Documents created and paid for under this agreement. “Works” means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created, or originated by Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this agreement. Works includes Documents. “Documents” are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by Grantee, its employees, agents, or subcontractors, in the performance of this agreement. The Documents will be the exclusive property of State, and Grantee upon completion or cancellation of this agreement must immediately return all such Documents to State. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be “works made for hire.” Grantee assigns all right, title, and interest it may have in the Works and the Documents to State. Grantee must, at the request of State, execute all papers and perform all other acts necessary to transfer or record the State’s ownership interest in the Works and Documents.

10.2.2 Obligations

10.2.2.1 Notification. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by Grantee, including its employees and subcontractors, in the performance of this agreement, Grantee will immediately give State’s Authorized Representative written notice thereof and must promptly furnish State’s Authorized Representative with complete information and/or disclosure thereon.

10.2.2.2 Representation. Grantee must perform all acts and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of State and that neither Grantee nor its employees, agents or subcontractors retain any interest in and to the Works and Documents. Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless State, at Grantee’s expense, from any action or claim brought against State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in Grantee’s or State’s opinion is likely to arise, Grantee must, at State’s discretion, either procure for State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of State will be in addition to and not exclusive of other remedies provided by law.

11 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.

12 Publicity and Endorsement

12.1 Publicity. Any publicity regarding the subject matter of this 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 agreement. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the Grantee’s website when practicable.

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

13 Governing Law, Jurisdiction, and Venue

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

14 **Termination; Suspension**

- 14.1 **Termination by the State.** The State may terminate this agreement at any time, with or without cause, upon written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 14.2 **Termination for Cause.** The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, 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.
- 14.3 **Termination for Insufficient Funding.** The State may immediately terminate this agreement if:
- 14.3.1 It does not obtain funding from the Minnesota Legislature; or
- 14.3.2 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 agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.
- 14.4 **Suspension.** The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

15 **Data Disclosure**

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, 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.

- 16 **Fund Use Prohibited.** The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project. For a list of disqualified or debarred vendors, see www.mmd.admin.state.mn.us/debarredreport.asp.

- 17 **Discrimination Prohibited by Minnesota Statutes §181.59.** Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any

subsequent violation of the terms or conditions of this Agreement.

- 18 **Limitation.** Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.
- 19 **Telecommunications Certification.** By signing this agreement, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, Contractor will not use funding covered by this agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any contract related to this agreement.
- 20 **Title VI/Non-discrimination Assurances.** Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. The Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.
- 21 **Additional Provisions**
[Intentionally left blank.]

[The remainder of this page has intentionally been left blank.]

STATE ENCUMBRANCE VERIFICATION

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

Signed:_____

Date:_____

SWIFT Contract/PO No(s)._____

GRANTEE

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

By:_____

Title:_____

Date:_____

By:_____

Title:_____

Date:_____

By:_____

Title:_____

Date:_____

By:_____

Title:_____

Date:_____

DEPARTMENT OF TRANSPORTATION

By:_____
(with delegated authority)

Title:_____

Date:_____

**DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT**

By:_____

Date:_____

RESOLUTION

AUTHORIZATION TO EXECUTE MINNESOTA DEPARTMENT OF TRANSPORTATION GRANT AGREEMENT FOR AIRPORT IMPROVEMENT EXCLUDING LAND ACQUISITION

It is resolved by the County of Itasca as follows:

1. That the state of Minnesota Agreement No. 1054793,
"Grant Agreement for Airport Improvement Excluding Land Acquisition," for
State Project No. A3101-101 at the Grand Rapids/Itasca County Airport-Gordon
Newstrom Field Airport is accepted.
2. That the _____ and _____ are
(Title) (Title)
authorized to execute this Agreement and any amendments on behalf of the
County of Itasca.

CERTIFICATION

STATE OF MINNESOTA

COUNTY OF _____

I certify that the above Resolution is a true and correct copy of the Resolution adopted by the

(Name of the Recipient)

at an authorized meeting held on the _____ day of _____, 20____

as shown by the minutes of the meeting in my possession.

Signature: _____
(Clerk or Equivalent)

CORPORATE SEAL

/OR/

NOTARY PUBLIC

My Commission Expires: _____

RESOLUTION

AUTHORIZATION TO EXECUTE MINNESOTA DEPARTMENT OF TRANSPORTATION GRANT AGREEMENT FOR AIRPORT IMPROVEMENT EXCLUDING LAND ACQUISITION

It is resolved by the **City of Grand Rapids** as follows:

1. That the state of Minnesota Agreement No. **1054793**,
"Grant Agreement for Airport Improvement Excluding Land Acquisition," for
State Project No. **A3101-101** at the **Grand Rapids/Itasca County Airport-Gordon
Newstrom Field Airport** is accepted.
2. That the _____ and _____ are
(Title) (Title)
authorized to execute this Agreement and any amendments on behalf of the
City of Grand Rapids.

CERTIFICATION

STATE OF MINNESOTA

COUNTY OF _____

I certify that the above Resolution is a true and correct copy of the Resolution adopted by the

(Name of the Recipient)

at an authorized meeting held on the _____ day of _____, 20____

as shown by the minutes of the meeting in my possession.

Signature: _____
(Clerk or Equivalent)

CORPORATE SEAL

/OR/

NOTARY PUBLIC

My Commission Expires: _____

Airport Name _____

State Project No. _____

Federal Project No. _____

Mn/DOT Agreement No. _____

CREDIT APPLICATION

Itemized statement of cash expenditures for which credit is claimed:

For period beginning _____, 20____; ending _____, 20____.

Warrant Number	Date Issued	Name or Description	Unit	Rate	Total Time or Quantity	Amount
Total Expenditures						

***FINAL/PARTIAL (CIRCLE ONE)**

Municipality _____

By

Title

(Complete Form On Reverse Side)

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, deposes and says that he/she is the _____ of the Municipality of _____, in the County of _____, State of Minnesota; that he/she has prepared the foregoing Credit Application, knows the contents thereof, that the same is a true and accurate record of disbursements made, and that the same is true of his/her own knowledge; and that this application is made by authority of the municipal council (or board) of said Municipality.

Signature

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

NOTARY PUBLIC

My Commission Expires:_____



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 12, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3248

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Grant Request for Bowstring Municipal Airport

BOARD ACTION REQUESTED:

Approve submission of a grant request to MnDOT Aeronautics for the Obstruction Removal Project at the Bowstring Municipal Airport in the amount of \$20,000 including a local match of \$1,000.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Bowstring Municipal Airport - Obstruction Removals Grant Request Letter
2. BD23-041 Bowstring Municipal Airport - Obstruction Removals Proposal Combined
3. 9Y0 - Cost Split-StateOnlyProject-Design_Bidding_ConstructionAdmin
4. Bowstring Municipal Airport - Obstruction Removals Grant Request Letter

09/05/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 09/12/2023 2:30 PM
----------------	--------------------------------	---------------------------------

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

September 5th, 2023

Mr. Dan Boerner, PE
Regional Airport Engineer
MnDOT Department of Aeronautics
395 John Ireland Blvd
Main Stop 410
St. Paul, Minnesota 55155-1800

Subject: **State Grant Request – Bowstring Municipal Airport
Obstruction Removals Project Phase I – Design, Bidding, Construction
Administration**

Dear Mr. Boerner,

On behalf of the Bowstring Municipal Airport, this request is being made for a State Grant for the above referenced project at the Bowstring Municipal Airport. The Grant request items are:

Grant Item	Total Amount	State Share	Local Share
Karvakko – Itasca County / Bowstring Municipal Airport Agreement (Design, Bid Administration, Construction Administration Services)	\$10,000.00	\$9,500.00	\$500.00
Obstruction Removals Project – Construction ESTIMATE	\$10,000.00	\$9,500.00	\$500.00
Total Project Estimate	\$20,000.00	\$19,000.00	\$1,000.00

The total amount of State dollars for Phase I being requested is \$10,000.00

The following items are attached to this grant request letter to assist in the processing of this application:

- Karvakko – Itasca County / Bowstring Municipal Airport Draft Agreement (Design, Bid Administration, & Construction Administration Services)

Once Phase I is complete and quotes are received, another grant request letter for the construction contract will be submitted.

Please contact me at (218) 327-7363 if you have any questions regarding this request.

Sincerely,

Brett Skyles, County Administrator
Itasca County

cc: Michael Karvakko, Karvakko Engineering, Inc.
 Jerry Bolin, Karvakko Engineering, Inc.
 Lisa Randall, CEDA



9/5/2023

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

RE: Bowstring Municipal Airport – Obstruction Removals Project BD23-041

Mr. Brett Skyles & Bowstring Municipal Airport Commission:

Thank you for the opportunity to submit a proposal to provide design, bid administrative, and construction administration services necessary for the removal of obstructions located off of Runway 7/25 at the Bowstring Municipal Airport, as directed by MnDOT Aeronautics.

Attached you will find a short form agreement with the proposed scope of services we discussed. If you have any questions regarding this proposal, or need to discuss scope, fees and/or scheduling, please do not hesitate to contact me at jerry.bolin@karvakko.com, or by phone at (218) 444-8004 .

If you accept this proposal, please review, sign and date the attached agreement prior to any work commencing.

Thank you again for the opportunity to submit this proposal.

Sincerely,
Karvakko Engineering, Inc.

Jerry R. Bolin, P.E.
Civil Engineer

signature
date

printed name and title

Karvakko Engineering, Inc.

printed name and title

Additional Terms and Conditions are a part of this Agreement

Terms and Conditions

The Firm shall perform the services outlined in this agreement for the stated fee arrangement

Access to Site: Unless otherwise stated, the Firm will have access to the site for activities necessary for the performance of the services. The Firm will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Dispute Resolution: Any claims or disputes made during design, construction or post-construction between the Client and Firm shall be submitted to non-binding mediation. Client and Firm agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Billings/Payments: Invoices for the Firm's services shall be submitted, at the Firm's opinion, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, the Firm may, without waving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

Indemnification: The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Firm, his or her officers, directors, employees, agents and subconsultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole willful misconduct of the Firm.

Certifications: Guarantees and Warranties: The Firm shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence the Firm cannot ascertain.

Termination of Services: This agreement may be terminated by the Client or the Firm should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Firm for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents: All documents produced by the Firm under this agreement shall remain the property of the Firm and may not be used by the Client for any other endeavor without the written consent of the Firm.

Airport: Bowstring Municipal Airport

Ident: 9Y0

Sponsor: Itasca County

State Project:

State Agreement #:

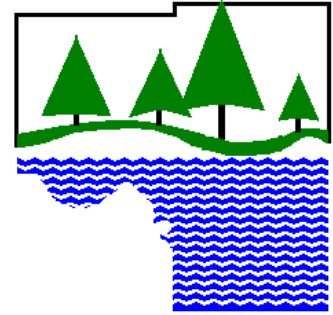
Description: Bowstring Municipal Airport - Obstruction Removals Project 2023 - Desgin, Bid Administration, Construction Administration

Version Date: 8/28/2023

Construction	Description	Total	State Funding Rate	State	Local
		\$ -	0%	\$ -	\$ -
		\$ -	0%	\$ -	\$ -
		\$ -	0%	\$ -	\$ -
CONSTRUCTION SUBTOTAL		\$ -		\$ -	\$ -
Engineering	Description	Total		State	Local
	Karvakko Engineering, Inc. - Design, Bid Administration, Construction Administration Agreement	\$ 10,000.00	95%	\$ 9,500.00	\$ 500.00
		\$ -	0%	\$ -	\$ -
		\$ -	0%	\$ -	\$ -
ENGINEERING SUBTOTAL		\$ 10,000.00		\$ 9,500.00	\$ 500.00
Administration	Description	Total		State	Local
		\$ -	0%	\$ -	\$ -
		\$ -	0%	\$ -	\$ -
		\$ -	70%	\$ -	\$ -
ADMINISTRATION SUBTOTAL		\$ -		\$ -	\$ -
Grant Amounts		\$ 10,000.00		\$ 9,500.00	\$ 500.00
Grant Percentages		100.00%		95.00%	5.00%

ITASCA COUNTY

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



September 12, 2023

Mr. Dan Boerner, PE
Regional Airport Engineer
MnDOT Department of Aeronautics
395 John Ireland Blvd
Main Stop 410
St. Paul, Minnesota 55155-1800

Subject: **State Grant Request – Bowstring Municipal Airport
Obstruction Removals Project Phase I – Design, Bidding, Construction
Administration**

Dear Mr. Boerner,

On behalf of the Bowstring Municipal Airport, this request is being made for a State Grant for the above referenced project at the Bowstring Municipal Airport. The Grant request items are:

Grant Item	Total Amount	State Share	Local Share
Karvakko – Itasca County / Bowstring Municipal Airport Agreement (Design, Bid Administration, Construction Administration Services)	\$10,000.00	\$9,500.00	\$500.00
Obstruction Removals Project – Construction ESTIMATE	\$10,000.00	\$9,500.00	\$500.00
Total Project Estimate	\$20,000.00	\$19,000.00	\$1,000.00

The total amount of State dollars for Phase I being requested is \$10,000.00

The following items are attached to this grant request letter to assist in the processing of this application:

- Karvakko – Itasca County / Bowstring Municipal Airport Draft Agreement (Design, Bid Administration, & Construction Administration Services)

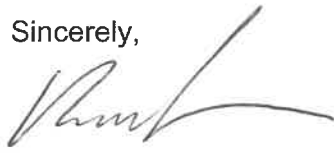
Once Phase I is complete and quotes are received, another grant request letter for the construction contract will be submitted.

Please contact me at (218) 327-7363 if you have any questions regarding this request.

Equal Opportunity Employer

Mr. Dan Doerner, PE
September 12, 2023
Page 2 of 2

Sincerely,

A handwritten signature in black ink, appearing to read "Brett Skyles", with a long, sweeping horizontal stroke extending to the right.

Brett Skyles, County Administrator
Itasca County

cc: Michael Karvakko, Karvakko Engineering, Inc.
Jerry Bolin, Karvakko Engineering, Inc.
Lisa Randall, CEDA



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 12, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3252

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: Terry Snyder

AGENDA ITEM:

ARP funding for the 2023-2024 year to Itasca County Trail System/Grand Rapids Foundation

BOARD ACTION REQUESTED:

Approve \$50,000 of ARP funding for the 2023-2024 year to Itasca County Trail System/Grand Rapids Foundation.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION: None

09/05/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 09/12/2023 2:30 PM
----------------	--------------------------------	---------------------------------

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 12, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3242

DEPARTMENT: Human Resources

TIME REQUESTED: < 5 Minutes

PRESENTER: Janet Borth

AGENDA ITEM:

Appointments to Classification Committee

BOARD ACTION REQUESTED:

Appoint Commissioners Cory Smith and John Johnson to a Classification Committee for two-year terms as described in the Position Evaluation and Classification Policy approved by the Board on November 11, 2016 effective September 12, 2023 through December 31, 2024.

BACKGROUND:

The current Position Evaluation and Classification Policy is intended to ensure the County's internal equity of positions in compliance with State pay equity requirements, and states that a Classification Committee is to be appointed by the Board of Commissioners. The role of the Committee is to review requests by Department Heads for new positions or reorganizations and to determine whether changes to a position description warrant a classification review by the County's outside review agency. The Human Resources Director is a member of the Committee by virtue of position as well as two County Commissioners and two Department Heads, each serving a two-year term. There are currently no appointed members of this Committee.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Position Evaluation and Classification Policy
2. APPT Classification Committee

09/05/2023

It was the consensus of the County Board to recommend Commissioners Smith and Johnson for appointment to the Classification Committee.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 09/12/2023 2:30 PM
----------------	--------------------------------	---------------------------------

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Casey Venema

AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema
ABSENT:	Burl Ives

ITASCA COUNTY POLICIES & PROCEDURES	EFFECTIVE DATE: 11/01/2016	POLICY #:
	RBA #: RBA-2016-351	BOARD APPROVAL DATE: 11/01/2016 Format Updates:
	HUMAN RESOURCES REFERENCES:	
SUBJECT: POSITION EVALUATION AND CLASSIFICATION POLICY		

I. POLICY STATEMENT

The Human Resources Director is responsible for a classification plan for all positions within the County. The County is required to maintain job evaluations and job descriptions whereby each County position shall be evaluated and placed in a specific classification to ensure compliance with pay equity requirements. The Position Evaluation process shall assign a point value and classification to each job within the County.

It is an inherent managerial right and duty to design, redesign, restructure and create new jobs to meet the objectives and changing needs of the County. Classification is not grievable under the collective bargaining contracts.

II. CLASSIFICATIONS

Classification of a position is based on the content of the job description. Each Board approved position shall be defined by a job description including specific job duties, qualifications, and requirements. Department Heads, in coordination with Human Resources, shall develop and maintain current job descriptions for positions in their departments.

III. CLASSIFICATION COMMITTEE

The Classification Committee shall be appointed by the County Board. It shall be composed of two County Commissioners, two Department Heads and the Human Resources Director with each serving a minimum of a two year term. After the initial appointments are made, only one of the Commissioners and one of the Department Heads shall be appointed in each two year cycle.

IV. BIENNIAL REVIEW PROCESS

- A. Biennial Reviews will be performed the first two years of a seven-year cycle to ensure classifications are evaluated regularly as changes may occur. Human Resources will develop a systematic process for reviewing the classifications.
- B. Human Resources shall notify Department Heads of the positions in their department scheduled for the regular review. Department Heads shall review and ensure accuracy of the job description. Department Heads or their designees shall inform Human Resources of any revisions necessary in the job descriptions. They shall also recommend which jobs have changed substantially since the last review to be re-evaluated for appropriate classification ratings.
- C. Human Resources shall revise the job descriptions on file, document the date of any change, review the recommendations for re-evaluation, and forward the positions to the Classification Committee with a recommendation. The Classification Committee will determine whether a position will be sent to the outside review agency.

V. NEW POSITION/REORGANIZATION REVIEW PROCESS

- A. New Positions/Reorganization Reviews ensure classifications are maintained when a structural or functional change is planned. Reorganization Reviews are initiated by the County Administrator or a Department Head. This review may include the evaluation of the structure of an organizational unit and/or the functions contained in one or more classifications. These classifications may exist in one or more organizational units within the County and may be filled or vacant.

New Positions/Reorganization Reviews are reviewed by Human Resources; however, allocation of additional headcount must be approved by the County Board. Requests for new position/reorganization review of evaluation will be forwarded to the Classification Committee. As necessary, job descriptions of new/reorganized positions will be forwarded to an outside review agency to ensure classification consistency is maintained. The Department Head and the job incumbent(s) will be informed of the results of the review.

VI. REQUEST FOR REVIEW AND RECONSIDERATION

- A. The County Administrator and Department Head may request a review and reconsideration of a job evaluation determination. These requests may only be made in a year when the Biennial review process is not taking place for that classification. Only one request for review and reconsideration opportunity will be provided per job evaluation determination regardless of how many employees are in the classification.

The review and reconsideration should precisely identify the changes to the job description. There should be considerable change to warrant the review. The request for review and reconsideration will determine whether a job evaluation is a **reallocation** (that is reclassification resulting from significant changes over a period of time in the duties and responsibilities) or a **change in allocation** (that is a reclassification resulting from abrupt, management imposed changes in duties and responsibilities). A reallocation generally requires that the incumbent has been performing duties and responsibilities for greater than 1 year; this does not initiate the posting process. A change in allocation does initiate the posting process.

A final recommendation on each request for review and reconsideration submitted will be made by the Classification Committee.

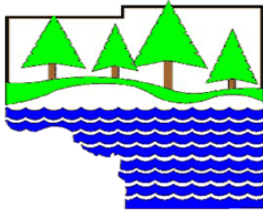
VII. IMPLEMENTATION OF CHANGES TO JOB CLASSIFICATIONS

- A. Unless addressed in a collective bargaining agreement, implementation of a change to a job classification shall be as follows:
1. If a position is evaluated at a higher grade, the employee will receive a salary increase to either the minimum for the new grade, or the step within the new grade which is equal to or higher than their current pay.
 2. If a position is evaluated at a lower grade, the employee's salary is moved to a rate within the new grade to the step equal to or closest to their current pay but not above the pay range for the position. If the current salary is above the new range, the salary shall be frozen until the new range exceeds the pay rate, at which time the employee will again be eligible for pay increases.

Classification and salary grade changes that result from Biennial Reviews completed in the first half of the year will be effective the first full payroll period in June; Classification

and salary grade changes that result from Biennial Reviews completed in the second half of the year will be effective the first full payroll period in December. Changes in classification will be applied only to current employees actively working within the classification.

Classification and salary grade changes that result from New Position/Reorganization Reviews or request for review and reconsideration are effective with the first full payroll following the change in classification.



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

November 1, 2016
Work Session

REQUEST FOR BOARD ACTION RBA-2016-351

DEPARTMENT: Administrative Services

PRESENTER: Irene C. Koski

TIME REQUIRED: 5 minutes

AGENDA ITEM:

Position Evaluation and Classification Policy

BOARD ACTION REQUESTED:

Approve the Position Evaluation and Classification Policy dated November, 2016.

BACKGROUND:

Implementation of this policy will help to ensure the County's internal equity of positions in compliance with State pay equity requirements.

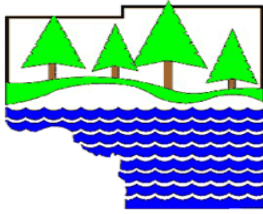
ITEM HISTORY:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

- Evaluation and Classification Policy October 1025 DH (PDF)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Mark Mandich, Commissioner
SECONDER:	Davin Tinquist, District #1
AYES:	Davin Tinquist, Leo Trunt, Rusty Eichorn, Mark Mandich
ABSENT:	Terry Snyder



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

November 22, 2016
Regular Meeting

REQUEST FOR BOARD ACTION RBA-2016-382

DEPARTMENT: Human Resources

PRESENTER: Lynn Hart

TIME REQUIRED: < 5 minutes

AGENDA ITEM:

Classification & Compensation Plan Policy

BOARD ACTION REQUESTED:

Abolish the old Classification and Compensation Plan Policy that has now been replaced by the recently approved Position Evaluation and Classification Policy.

BACKGROUND:

The Position Evaluation and Classification Policy was approved at the November 1st County Board meeting. It was intended to replace the Classification & Compensation Plan Policy but the language abolishing the old policy and replacing it with the new policy was left out of the RBA.

ITEM HISTORY:

History:

11/15/16 COUNTY BOARD
NEXT: 11/22/16

RECOMMENDED FOR CONSENT

COUNTY ATTORNEY REVIEW: No

SUPPORTING DOCUMENTATION:

RESULT:	ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER:	Leo Trunt, District #3
SECONDER:	Mark Mandich, Commissioner
AYES:	Tinquist, Snyder, Trunt, Eichorn, Mandich



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 12, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3246

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Kory Cease

AGENDA ITEM:

2023 North Star Expo Agreement

BOARD ACTION REQUESTED:

Approve the lease agreement between the MN Timber Producers, Inc. and Itasca County for the 2023 North Star Expo event at the Itasca County Fairgrounds, and authorize necessary signatures.

BACKGROUND:

The event contract layout and language used in this lease agreement was developed with the County Attorney's office (Re: CRT-4171). Proceeds will be sent to the Itasca Agricultural Association to be placed in the Fairgrounds Maintenance Fund. The security deposit will be held by Itasca County.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. 2023 TPA Event Lease Agreement
2. 2023 TPA Event Lease Agreement FULLY EXECUTED

09/05/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 09/12/2023 2:30 PM
----------------	--------------------------------	---------------------------------

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

County of Itasca, Minnesota

Event Lease Agreement

This Agreement is made effective this _____ day of _____, **2023**, by and between **Itasca County ("Lessor")**; and **MN Timber Producers Association, ("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 – Grumpy’ s | ☐ H - New Moose Club |
| ☐ I - Corn Palace | ☐ J – Bixby’s |
| ☐ K - Bingo Hall | ☐ L – Eagles |
| ☐ M - All Purpose | ☐ N - Announcement Booth |
| ☐ O - Children’s barn | ☒ P – Restroom |
| ☒ Q - 4H Food Booth | ☒ T – Fine Arts Building |
| ☒ V - Agriculture/Horticulture Building | ☒ W - 4H Exhibit |
| ☒ X - Commercial Exhibit | ☐ Y - Committee on Aging |
| ☒ Z – Master Gardener’s | ☐ AA – Gazebo |
| ☐ CC – Sheriff’s | ☐ DD - Conservation Building |
| ☐ EE - Grand Stand | ☒ HH - Trailhead |
| ☒ Midway | ☒ West Parking Lot |
| ☒ General Grounds | ☒ North 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 **September 14, 2023** and shall end at 12:00 a.m. on **September 18, 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 **\$ 2,500.00** 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, with \$500.00 as a general security deposit and \$500.00 as a security deposit for the horse arena. 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 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 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 Lessee shall remove all of Lessee's personal property at Lessee's expense, from the Premises prior to or at the termination date and time per this Agreement. Any personal property remaining shall be considered abandoned and shall be disposed of by the Lessor according to law. If this Agreement is terminated prior to its termination date, the Lessee shall not be relieved of any obligation incurred prior to termination.

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

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

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

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

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

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

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

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

13. Banned Substances. Lessee agrees that no tobacco products, cannabis 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 Land Department
c/o Land Commissioner
1177 LaPrairie Avenue
Grand Rapids, Minnesota 55744

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

Lessee

MN Timber Producers Association
c/o Ray Higgins
324 West Superior Street Suite 903
Duluth, MN 55802

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: MN Timber Producers Association

LESSOR: County of Itasca

By: _____

By: _____

Its _____

Its: _____
Chair of the Board of Commissioners

By: _____

Its: _____
Clerk of the Board of Commissioners

APPROVED AS TO FORM & EXECUTION

By: _____
Itasca County Attorney

Exhibit A

Special Conditions Supplement

Event Lease Agreement

This document shall be considered the Special Conditions to the Event Lease Agreement between **Itasca County**, hereinafter referred to as “Lessor”, and **MN Timber Producers Association**, hereinafter referred to as “Lessee”. Both Lessor and Lessee mutually agree to the following in addition to the terms contained in the Event Lease Agreement for the 2023 North Star Timber Expo, occurring on September 14th through 17th, 2023 at the Itasca County Fairgrounds Park.

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

MN Timber Producers will be putting on the 2023 North Star Expo to display heavy equipment and supplies used in the Logging Industry. They will be having food vendors and vendor displays throughout the grounds.

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

- A. Lessee will be responsible for providing garbage dumpsters and removal after event.
- B. Lessee will be responsible for providing and maintaining additional portable restrooms.
- C. Lessee will be responsible for all Parking Staff as needed.
- D. Licensed/Permitted Activity under Section 13. “Banned Substances” of the Lease Agreement, if applicable (i.e. beer garden, etc.):
 - a. **No Beer Garden will be Provided.**
- E. Lessee is allowed to use the following personal property or fixtures within the leased Premises, if applicable: **Electricity.**
- F. Movement and use of Picnic Tables: **Additional \$500.00 rental fee if requested**
- G. Extension of Term, if applicable: **No extension of Terms will be needed.**
- H. Insurance, if different than that contained in Exhibit B: **N/A**
- I. Sublease/subcontract, if applicable: **All Vendors**
- J. Use of the **Horse Arena** will be allowed provided tarps are laid down under both the machine and any demo area in the arena.: Lessee will be responsible for all cleanup of the arena. **Additional \$500.00 security deposit has been added to the contract.**
- K. Lessor and Lessee will jointly inspect the Horse Arena for debris and cleanup before releasing the security deposit.
- L. All visitor parking will be confined to the west parking lot, the Midway, and the grass area north and west of the Mesabi Trail entrance. Use west entrance gate.
- M. Mobile Food booths will be limited to **10** mobile food booths.

Exhibit B

Indemnification and Insurance

Event Lease Agreement

- A. LESSEE agrees to defend, indemnify and hold harmless 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 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 contract and against all loss by reason of failure of said LESSEE to perform fully, in any respect, all obligations under this contract.
- B. 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 follows:
- a. Commercial General Liability shall list Itasca County as an additional insured with the following insurance limits:

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

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

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

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

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

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

LESSEE shall not commence work on the Site, or otherwise occupy the Site, until it has obtained required insurance and filed an acceptable Certificate of Insurance with COUNTY to the attention of: 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. LESSEE also agrees that any contract let by LESSEE for the performance of the work on the Site as provided herein shall include clauses that will: (1) require the LESSEE to defend, indemnify and hold harmless 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 LESSEE, its subcontractors, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable for; and (2) require the LESSEE to provide and maintain insurance in accordance with the following:

a. Workers' Compensation: (Statutory Limits)

Employer's Liability Insurance:

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

Note: all states endorsement is required if LESSEE is domiciled outside the State of Minnesota.

b. Commercial General and Automobile Liability Insurance:

	<u>Limits</u>
1. Commercial General Liability:	
Combined Bodily Injury and Property Damage	
Each Occurrence Limit	\$1,500,000
General Aggregate Limit	\$3,000,000
Products - Completed Operations	
Aggregate Limit	\$3,000,000
Personal and Advertising Injury Limit	\$1,500,000
Coverages above shall also include:	
Premises - Operations	
Contractual Liability (including oral and written contracts)	
Explosion, Collapse, Underground Property Damage (XCU)	
2. Automobile Liability including Hired Car and Employers Non-Ownership Liability:	
Combined Bodily Injury and Property Damage:	
Each Occurrence Limit	\$1,500,000

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

- D. **LESSEE further agrees the minimum requirements set forth above shall at all times be in an amount at least equal to the maximum liability of the 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 the COUNTY reserves the right to terminate, suspend or rescind this contract if the LESSEE is not in compliance with the requirements contained herein and retains all rights its thereafter to pursue any legal remedies against LESSEE. All insurance policies shall be open to inspection by the COUNTY upon written request.

County of Itasca, Minnesota Event Lease Agreement

This Agreement is made effective this 12th day of September, 2023, by and between **Itasca County ("Lessor")**; and **MN Timber Producers Association, ("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 - Grumpy's | ☐ H - New Moose Club |
| ☐ I - Corn Palace | ☐ J - Bixby's |
| ☐ K - Bingo Hall | ☐ L - Eagles |
| ☐ M - All Purpose | ☐ N - Announcement Booth |
| ☐ O - Children's barn | ☒ P - Restroom |
| ☒ Q - 4H Food Booth | ☒ T - Fine Arts Building |
| ☒ V - Agriculture/Horticulture Building | ☒ W - 4H Exhibit |
| ☒ X - Commercial Exhibit | ☐ Y - Committee on Aging |
| ☒ Z - Master Gardener's | ☐ AA - Gazebo |
| ☐ CC - Sheriff's | ☐ DD - Conservation Building |
| ☐ EE - Grand Stand | ☒ HH - Trailhead |
| ☒ Midway | ☒ West Parking Lot |
| ☒ General Grounds | ☒ North 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 **September 14, 2023** and shall end at 12:00 a.m. on **September 18, 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 \$ **2,500.00** 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, with \$500.00 as a general security deposit and \$500.00 as a security deposit for the horse arena. 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 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 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 Lessee shall remove all of Lessee's personal property at Lessee's expense, from the Premises prior to or at the termination date and time per this Agreement. Any personal property remaining shall be considered abandoned and shall be disposed of by the Lessor according to law. If this Agreement is terminated prior to its termination date, the Lessee shall not be relieved of any obligation incurred prior to termination.

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

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

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

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

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

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

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

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

13. Banned Substances. Lessee agrees that no tobacco products, cannabis 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 Land Department
c/o Land Commissioner
1177 LaPrairie Avenue
Grand Rapids, Minnesota 55744

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

Lessee

MN Timber Producers Association
c/o Ray Higgins
324 West Superior Street Suite 903
Duluth, MN 55802

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 31st day of August, 2023.

LESSEE: MN Timber Producers Association

By: [Signature]
Its Executive Vice President

LESSOR: County of Itasca

By: [Signature]
Its: Vice Chair of the Board of Commissioners

By: [Signature]
Its: Clerk of the Board of Commissioners

APPROVED AS TO FORM & EXECUTION

By: [Signature]
Itasca County Attorney

Exhibit A
Special Conditions Supplement
Event Lease Agreement

This document shall be considered the Special Conditions to the Event Lease Agreement between Itasca County, hereinafter referred to as “Lessor”, and MN Timber Producers Association, hereinafter referred to as “Lessee”. Both Lessor and Lessee mutually agree to the following in addition to the terms contained in the Event Lease Agreement for the 2023 North Star Timber Expo, occurring on September 14th through 17th, 2023 at the Itasca County Fairgrounds Park.

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

MN Timber Producers will be putting on the 2023 North Star Expo to display heavy equipment and supplies used in the Logging Industry. They will be having food vendors and vendor displays throughout the grounds.

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

- A. Lessee will be responsible for providing garbage dumpsters and removal after event.
- B. Lessee will be responsible for providing and maintaining additional portable restrooms.
- C. Lessee will be responsible for all Parking Staff as needed.
- D. Licensed/Permitted Activity under Section 13. “Banned Substances” of the Lease Agreement, if applicable (i.e. beer garden, etc.):
 - a. **No Beer Garden will be Provided.**
- E. Lessee is allowed to use the following personal property or fixtures within the leased Premises, if applicable: **Electricity.**
- F. Movement and use of Picnic Tables: **Additional \$500.00 rental fee if requested**
- G. Extension of Term, if applicable: **No extension of Terms will be needed.**
- H. Insurance, if different than that contained in Exhibit B: **N/A**
- I. Sublease/subcontract, if applicable: **All Vendors**
- J. Use of the **Horse Arena** will be allowed provided tarps are laid down under both the machine and any demo area in the arena.: Lessee will be responsible for all cleanup of the arena. **Additional \$500.00 security deposit has been added to the contract.**
- K. Lessor and Lessee will jointly inspect the Horse Arena for debris and cleanup before releasing the security deposit.
- L. All visitor parking will be confined to the west parking lot, the Midway, and the grass area north and west of the Mesabi Trail entrance. Use west entrance gate.
- M. Mobile Food booths will be limited to 10 mobile food booths.

Exhibit B

Indemnification and Insurance

Event Lease Agreement

- A. LESSEE agrees to defend, indemnify and hold harmless 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 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 contract and against all loss by reason of failure of said LESSEE to perform fully, in any respect, all obligations under this contract.
- B. 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 follows:
- a. Commercial General Liability shall list Itasca County as an additional insured with the following insurance limits:

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

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

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

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

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

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

LESSEE shall not commence work on the Site, or otherwise occupy the Site, until it has obtained required insurance and filed an acceptable Certificate of Insurance with COUNTY to the attention of: 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. LESSEE also agrees that any contract let by LESSEE for the performance of the work on the Site as provided herein shall include clauses that will: (1) require the LESSEE to defend, indemnify and hold harmless 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 LESSEE, its subcontractors, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable for; and (2) require the LESSEE to provide and maintain insurance in accordance with the following:

- a. Workers' Compensation: (Statutory Limits)

Employer's Liability Insurance:

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

Note: all states endorsement is required if LESSEE is domiciled outside the State of Minnesota.

- b. Commercial General and Automobile Liability Insurance:

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

Coverages above shall also include:

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

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

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

- D. **LESSEE further agrees the minimum requirements set forth above shall at all times be in an amount at least equal to the maximum liability of the 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 the COUNTY reserves the right to terminate, suspend or rescind this contract if the LESSEE is not in compliance with the requirements contained herein and retains all rights its thereafter to pursue any legal remedies against LESSEE. All insurance policies shall be open to inspection by the COUNTY upon written request.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 12, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3244

DEPARTMENT: Transportation

TIME REQUESTED: 5 Minutes

PRESENTER: Kory Johnson

AGENDA ITEM:

Remaining Swan River CIP Funds

BOARD ACTION REQUESTED:

Approve the remainder of the Swan River CIP funds allocated to the Transportation Department for the construction of a cold storage building to be used for replacement of fuel pumps at 4 garages.

BACKGROUND:

The County Board approved \$53,367.32 for use in constructing a cold storage building for housing grader/tandem truck cutting edges. The purpose of the building was to improve safety, handling the cutting edges, and security of the materials. The total project cost was \$35,408.10, leaving \$17,959.22 remaining of the Swan River CIP Funds. We are requesting to use the remaining \$17,959.22 for replacement of fuel tracking systems at the Nashwauk, Balsam, Cohasset, and Togo garages. Between these remaining funds and some funds from the 05-330-6600 Building Improvements & Construction Budget, we could finish outfitting the new fuel tracking systems at all the County Garages. We began updating the fuel pump tracking systems with the Deer River Garage in 2018. The old fuel tracking system has been retired by the manufacturer and parts are no longer available. Since 2018, the following garages have been updated: Deer River, Swan River, Arbo, Max, & Bigfork.

COUNTY ATTORNEY REVIEW: No

SUPPORTING DOCUMENTATION: None

09/05/2023

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

RESULT:	PULLED FROM AGENDA
----------------	---------------------------



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 12, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3237

DEPARTMENT: Sheriff
PRESENTER: Joe Dasovich

TIME REQUESTED: 10 Minutes

AGENDA ITEM:
Jail Facility Agreement

BOARD ACTION REQUESTED:
Enter into an inmate housing agreement with Cass County.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. Itasca County Final Housing Agreement with Cass County

09/05/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 09/12/2023 2:30 PM
----------------	--------------------------------	---------------------------------

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

JAIL FACILITY AGREEMENT

The below agreement is entered into between Cass County and Itasca County on this the 1st day of July 2024.

Whereas, Cass County and Itasca County executed an agreement dated July 1, 2024, that continued a contractual relationship to house Cass County inmates at the Itasca County Jail through July 31, 2027.

NOW THEREFORE, it is hereby stipulated and agreed that:

A. Term

The term of this agreement shall be for a period of three (3) years. Said term shall commence on July 01, 2024, and end July 31, 2027.

Discussion of any possible continuation or extension of the three (3) year term of this agreement shall commence in January of the third year of the above term. A decision concerning continuation or extension of the term must be made by May 31st of said third year to allow for sufficient time for the parties to plan for future inmate bed requirements.

If the three-year (3) year term is extended, the parties shall execute an addendum setting forth the terms and conditions.

B. Cancellation/Early Out

Either party may cancel this agreement before the stated expiration date, with or without cause, upon serving a written notice of intent to terminate on the other party at least 60 days prior to the termination date.

C. Jail Operation

1. Itasca County guarantees that jail bed space will be available for 40 Cass County inmates every day of the year. Warrant pickups will not affect the 40-bed jail count.
2. Itasca County shall provide care and supervision of Cass County inmates housed within the Itasca County Jail in accordance with Itasca County Policies.
3. Itasca County shall house and provide related jail services for Cass County inmates assigned to Itasca County by the Cass County Sheriff. Jail services include, but are not limited to:
 - a. room and board;
 - b. jail programming;
 - c. records as required by the MN DOC Rules (Chapter 2911); and
 - d. other services available to similarly situated Itasca County inmates.

4. Cass County may determine which inmates will be sent to Itasca County.
5. Cass County is responsible for determining the legality of the hold order under which the inmate is being detained.
6. Cass County will provide copies of court orders and court paperwork as a requirement to detain inmates in a timely manner and as requested by Itasca.
7. Inmates scheduled for release or transfer will be returned to Cass County unless other arrangements are mutually agreed upon by both counties.

D. Huber and Sentence to Serve

1. Cass County inmates will be eligible for Huber when authorized by Cass County District Court. Cass County inmates housed in Itasca County Jail will be subject to Huber rules as set forth by Itasca County and any Huber payments shall be made to Itasca County.
2. Cass County inmates may work on STS program in accordance with the rules and regulations of Itasca County. Work credit shall be agreed upon by Cass and Itasca County jail administrators.

E. Discipline

1. Itasca County authorities shall determine any disciplinary actions against Cass County inmates which may affect the rights and privileges of Cass County inmates while housed at the Itasca County Jail. Cass County will receive documentation of any disciplinary actions as soon as reasonably possible.
2. Itasca County authorities shall determine any disciplinary actions affecting length of sentence and duration of stay for any Cass County inmates housed at the Itasca County Jail.. In the event that Cass County disagrees with a good time reduction of sentence made by Itasca County, Cass County may elect to return that inmate to the Cass County Jail at its own expense.
3. If a new criminal offense is committed by a Cass County inmate in the Itasca County Jail, it will be handled by jurisdiction pursuant to law.
4. Cass County inmates housed in Itasca County shall follow all rules and regulations of the Itasca County Jail.

F. Insurance

Both Itasca County and Cass County agree, always pertinent hereto, that each of them shall self-insure for liability in the amount of \$1,500,000.00 or the amount of liability exposure provided in Minnesota Statute 466.04 Subd. 1(6), or similar statute, whichever is greater.

Itasca County, as the owner of the facility shall insure the facility and its contents, during the term of this agreement for loss of the fire or any of the casualties covered by the standard language document provided by the Minnesota Counties Insurance Trust.

Cass County agrees and shall be responsible for its own equipment and property used in connection with, or associated with this agreement and shall maintain insurance coverage as provided in the standard language document provided by Minnesota Counties Insurance Trust.

Cass County shall be responsible for all loss, claims and causes of action arising out of, or connected to; its transporting of prisoners/inmates and shall maintain no fault insurance coverage as provided in the standard coverage document provided by the Minnesota Counties during the term of this agreement.

Liability of both counties shall be governed by the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466, and other applicable laws.

G. Indemnification/Hold Harmless

Itasca County and Cass County agree that they are, and will be, responsible for all actions and conduct, or lack thereof, of their respective employees, contractors, agents, and volunteers. Consequently, Itasca County and Cass County agree to indemnify and hold each other harmless against all claims, demands and damages arising from the conduct or management of the activities, or lack thereof, conducted here under. This agreement to indemnify and hold harmless does not constitute a waiver by any member of limitations on liability provided by Minnesota Statutes, Chapter 466.

H. Payment for Services

1. Cass County shall pay Itasca County for a minimum of 40 jail bed spaces at a rate of the actual daily cost of providing jail services. The 2023 per diem cost is \$56.55.
2. Daily per diem costs will be adjusted annually to reflect direct costs as established by the criteria set forth in Attachment A, unless otherwise agreed to by the parties. Any increase in daily per diem cost shall be provided to Cass County not later than August 15th each year. Payment under this Agreement shall be made monthly.
3. If Cass County requests to house inmates in excess of 40, and Itasca County accepts those inmates, Cass County shall pay \$65 per day per inmate. These costs may be adjusted annually with increased cost provided to Cass County not later than August 15th each year.
4. Cass County shall pay an additional \$80 daily fee for any inmate who is in custody on Mental Health Waiting Holds until the hold is completed and the inmate is transferred out of the Itasca County Jail. Cass County shall perform the screening/ intake/ DHS coordination and any associated services for the bed space at the appropriate facility.
5. Cass County shall be responsible for all medical costs (including dental and vision) for its inmates including any and all costs for emergency medical services provided to Cass County inmates.

6. If a Cass County inmate is transported to a medical facility within Itasca County that requires security services by a licensed police officer at the facility, Itasca County shall provide security services for up to 24 hours. Cass County shall reimburse for any security services provided by Itasca County. Cass County shall provide, at its own cost, any security services that are required after the initial 24 hour period. Cass County will be notified of any inmate requiring hospitalization as soon as possible. Cass County will be solely responsible for providing security services for any Cass County inmate transferred to a medical facility outside of Itasca County.
7. Cass County shall be responsible for all costs related to transportation of inmates to and from the Itasca County Jail facility except as set forth above.

I. Contract amendments

This document represents and includes the entire agreement by and between Itasca County and Cass County and supersedes all prior agreements between the parties on this subject matter. This agreement cannot be altered or amended except in writing as mutually agreed upon and authorized by the official action of both Itasca County and Cass County Board of Commissioners.

IN WITNESS WHEREOF, the undersigned governmental units, by action of their governing bodies, have caused this agreement to be executed.

COUNTY OF CASS

COUNTY OF ITASCA

By: _____
Board Chair

By: _____
Board Chair

Date: _____

Date: _____

By: _____
Attest, County Administrator

By: _____
Attest, County Administrator

Approved as to form:

Approved as to form:

By: _____
Cass County Sheriff

By: _____
Itasca County Sheriff

By: _____
Cass County Attorney

By: _____
Itasca County Attorney

Appendix A
2023 ESTIMATES
Daily Per Diem Costs of Fourth Housing Unit



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 12, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2799

DEPARTMENT: Administrative Services

TIME REQUESTED: 10 Minutes

PRESENTER: Chair

AGENDA ITEM:

Citizen Input

BOARD ACTION REQUESTED:

Receive Citizen Input

BACKGROUND:

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

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Citizen Input

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 12, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3253

DEPARTMENT: Human Resources

TIME REQUESTED: < 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Recognition of County Employees

BOARD ACTION REQUESTED:

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

BACKGROUND:

- Welcome to new employee Molly Rother, Emergency Communications Specialist with the Sheriff Department, effective September 5, 2023.
- Farewell to Debra Davis whose last day as Chief Deputy Auditor/Treasurer with the Auditor/Treasurer Department will be September 1, 2023, after 27+ years of service.
- Welcome to new employee Kaitlin Olson, Legal Secretary with the Attorney Department, effective September 5, 2023.
- Welcome to new employee Mary Jo Wiatrak, Assistant County Attorney with the Attorney Department, effective September 11, 2023.
- Farewell to Carol Gillson whose last day as Assessment Technician with the Assessor Department will be September 8, 2023, after 11 months of service.

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION: None

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 12, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2828

DEPARTMENT: Auditor / Treasurer

TIME REQUESTED: < 5 Minutes

PRESENTER: Gail Guck

AGENDA ITEM:

Commissioner Warrants

BOARD ACTION REQUESTED:

Approve Commissioner Warrants with a check date of September 15, 2023, in the amount of \$2,024,422.45.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 12, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3257

DEPARTMENT: Auditor / Treasurer

TIME REQUESTED: < 5 Minutes

PRESENTER: Austin Rohling

AGENDA ITEM:

Gambling Permit

BOARD ACTION REQUESTED:

Approve a Premises Permit Gambling Application for gambling, as requested by Hill City Firemans Relief, to conduct lawful gambling at Big Splithand Resort, Bar and Grill, 29565 Splithand Road, Grand Rapids, MN 55744.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. LG214 Premises Permit Application
2. LG215 Lease for Lawful Gambling Activity

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 12, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3250

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Bond Declaration Amendment for Grand Rapids Area Landfill

BOARD ACTION REQUESTED:

Approve the First Amendment to the Bond Declaration between Itasca County and the Minnesota Pollution Control Agency (MPCA) and authorize necessary signatures.

BACKGROUND:

Itasca County received bonding dollars for improvements at the Itasca County Transfer Station. This Amendment more clearly defines the area where the improvements were made and, as such, have certain restrictions placed on the property.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. GrandRapids_First Amendment to Bond Declaration_X16_8-31-23

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

**FIRST AMENDMENT TO
STATE OF MINNESOTA
GENERAL OBLIGATION BOND FINANCED PROPERTY
DECLARATION**

This First Amendment to State of Minnesota General Obligation Bond Financed Property Declaration (“First Amendment”) is made and entered into by and between Itasca County, a political subdivision of the State of Minnesota (“County”) and the State of Minnesota, acting by and through the Commissioner of the Minnesota Pollution Control Agency (“MPCA”), and with the consent of the Commissioner of Minnesota Management and Budget.

Background

- A. The Grand Rapids Area Landfill (“Landfill”) is a qualified facility within the meaning of Minn. Stat. § 115B.39, subd. 2(o)(1) owned in fee simple by the County.
- B. MPCA completed a landfill gas extraction system construction project at the Landfill, as documented in certain construction plan sheets entitled Construction Documentation Report, Grand Rapids Landfill, Grand Rapids, Minnesota, dated February 2004 (“Plans”), that was funded by state general obligation bond appropriation unit number R32 X16, Minn. Laws 2001, 1st Special Session, ch. 12, sec. 5.
- C. The County and the MPCA previously executed a Declaration signed by the County on May 24, 2011, and signed by the MPCA on October 3, 2011, and recorded in the Office of the Itasca County Recorder on October 11, 2011, as Document No. A000657800 (“Declaration”).
- D. The Declaration encumbers real property, legally described in the attached **Exhibit A** (“Original Legal Description”), and referenced as State Bond Financed Property within the meaning of Minn. Stat. § 16A.695, subd 1(b).
- E. The Plans depict the location of the Landfill construction to have occurred entirely within the property legally described in the attached **Exhibit B** (“New Legal Description”) and within Itasca County Tax ID Nos. 64-026-2100, 64-026-2200, and 64-026-2401.

- F. The Original Legal Description includes lands on which no construction occurred and, therefore, should not have been encumbered by the Declaration (Tax ID No. 64-026-1200).
- G. The Original Legal Description excludes lands on which construction did occur, and, therefore, should have been encumbered by the Declaration (Tax ID No. 64-026-2401).
- H. The Declaration may be amended by the parties thereto with the consent of the Commissioner of Minnesota Management and Budget.
- I. The MPCA and the County wish to amend the Declaration to reflect the New Legal Description and to release the lands that were erroneously encumbered by the Declaration.

NOW, THEREFORE, the MPCA and the County agree, and with the consent of the Commissioner of Minnesota Management and Budget, the Declaration is hereby amended as follows:

1. The New Legal Description is substituted for the Original Legal Description set forth in Exhibit A of the Declaration.
2. The lands described in the Original Legal Description that are not described in the New Legal Description are hereby released from the Declaration.
3. All the lands described in the New Legal Description are encumbered by the Declaration, and all other terms of the Declaration shall remain in full force and effect.

[Remainder of Page Intentionally Left Blank]

MINNESOTA POLLUTION CONTROL AGENCY

By _____(signature)

Hans Neve, Manager, Closed Landfill &

Technical Services Section

Delegate of the Commissioner of the

Minnesota Pollution Control Agency

Date: _____

ACKNOWLEDGMENT

STATE OF MINNESOTA)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Hans Neve, Manager, Closed Landfill & Technical Services Section, and Delegate of the Commissioner of the Minnesota Pollution Control Agency on behalf of the Commissioner and the State of Minnesota.

Notary Public, _____ County, MN

My commission expires: _____

By: _____

Its: _____

By: _____

Its: _____

[illegible]

Notary Public, _____ County, MN
My commission expires: _____

CONSENT

The Commissioner of Minnesota Management and Budget hereby consents and approves of the recording of the foregoing First Amendment.

Date: _____, 2023

MINNESOTA MANAGEMENT AND BUDGET

By: _____
Commissioner

Instrument Drafted by:
Shawn Ruotsinoja, Program Administrator
Minnesota Pollution Control Agency
520 Lafayette Road North
St. Paul, MN 55155

Exhibit A

Original Legal Description

That part of the Northwest Quarter of the Northeast Quarter of Section 26, Township 56 North, Range 26 West of the 4th Principal Meridian described as follows: Beginning at the northwest corner of said Northwest Quarter of the Northeast Quarter of Section 26; thence on an assigned bearing of South 00 degrees 23 minutes 34 seconds West along the west line of said Northwest Quarter of the Northeast Quarter 589.61 feet; thence North 52 degrees 27 minutes 03 seconds East 279.29 feet; thence North 35 degrees 38 minutes 55 seconds West 68.45 feet, thence North 52 degrees 00 minutes 44 seconds East 216.46 feet; thence North 66 degrees 46 minutes 28 seconds East 38.32 feet; thence North 89 degrees 07 minutes 11 seconds East 182.22 feet; thence South 34 degrees 44 minutes 50 seconds East 134.17 feet; thence North 53 degrees 25 minutes 13 seconds East 102.21 feet; thence North 34 degrees 44 minutes 50 seconds West 92.23 feet; thence North 00 degrees 23 minutes 34 seconds East 173.97 feet to the north line of said Northwest Quarter of the Northeast Quarter; thence North 88 degrees 57 minutes 47 seconds West along the north line of said Northwest Quarter of the Northeast Quarter 672.80 to the point of beginning.

Together with the West 50.00 feet of the South 270.00 feet of the Northwest Quarter of the Northeast Quarter of Section 26, Township 56 North, Range 26 West of the 4th Principal Meridian.

Together with the Northeast Quarter of the Northwest Quarter of Section 26, Township 56 North, Range 26 West of the 4th Principal Meridian, EXCEPT the following described parcel: Commencing at the northeast corner of said Northeast Quarter of the Northwest Quarter of Section 26; thence on an assigned bearing of South 00 degrees 23 minutes 34 seconds West along the east line of said Northeast Quarter of the Northwest Quarter 589.61 feet to the point of beginning of the parcel to be described; thence South 52 degrees 27 minutes 03 seconds West 233.67 feet; thence South 00 degrees 23 minutes 34 seconds West 185.59 feet; thence South 89 degrees 03 minutes 44 seconds East 184.29 feet to the east line of said Northeast Quarter of the Northwest Quarter; thence North 00 degrees 23 minutes 34 seconds East 331.02 feet along the east line of said Northeast Quarter of the Northwest Quarter to the point of beginning.

Together with the Northwest Quarter of the Northwest Quarter of Section 26, Township 56 North, Range 26 West of the 4th Principal Meridian, EXCEPT the following described parcel: Commencing at the northwest corner of said Northwest Quarter of the Northwest Quarter of Section 26; thence South 89 degrees 03 minutes 24 seconds East, assigned bearing, along the north line of said Northwest Quarter of the Northwest Quarter 570.00 feet to the point of beginning of the parcel to be described; thence South 00 degrees 56 minutes 36 seconds West 645.00 feet; thence South 89 degrees 03 minutes 24 seconds East 650.00 feet; thence North 00 degrees 56 minutes 36 seconds East 645.00 feet to the north line of said Northwest Quarter of Northwest Quarter; thence North 89 degrees 03 minutes 24 seconds West 650.00 feet to the point of beginning.

Exhibit B

New Legal Description

The Northeast Quarter of the Northwest Quarter (NE 1/4 of NW 1/4) of Section 26, Township 56 North, Range 26 West of the 4th Principal Meridian, EXCEPT the following described parcel: Commencing at the northeast corner of said Northeast Quarter of the Northwest Quarter of Section 26; thence on an assigned bearing of South 00 degrees 23 minutes 34 seconds West along the east line of said Northeast Quarter of the Northwest Quarter 589.61 feet to the point of beginning of the parcel to be described; thence South 52 degrees 27 minutes 03 seconds West 233.67 feet; thence South 00 degrees 23 minutes 34 seconds West 185.59 feet; thence South 89 degrees 03 minutes 44 seconds East 184.29 feet to the east line of said Northeast Quarter of the Northwest Quarter; thence North 00 degrees 23 minutes 34 seconds East 331.02 feet along the east line of said Northeast Quarter of the Northwest Quarter to the point of beginning.

AND

The Northwest Quarter of the Northwest Quarter (NW 1/4 of NW 1/4) of Section 26, Township 56 North, Range 26 West of the 4th Principal Meridian,

AND

The north 200 feet of the Southeast Quarter of the Northwest Quarter (SE 1/4 of NW 1/4) of Section 26, Township 56 North, Range 26 West of the 4th Principal Meridian.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 12, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3255

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Kory Cease

AGENDA ITEM:

Approve Storage Lease Agreement with Holmstrom Inc.

BOARD ACTION REQUESTED:

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

BACKGROUND:

The purpose of the lease is for 2023-2024 winter boat storage at the fairgrounds. The lease amount is based on square feet of building space used and the proceeds will be sent to the Itasca Agricultural Association to be placed into the fairgrounds maintenance fund. The security deposit will be held by Itasca County.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. 2023 Storage Lease Agreement - Holmstrom Inc

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

County of Itasca, Minnesota
Storage Lease Agreement

This Agreement is made effective this 12th day of September, 2023 by and between **Itasca County** ("Lessor"); and **Holmstrom, Inc.** ("Lessee"). For good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge the parties agree as follows:

1. **Authority.** This Agreement is granted pursuant to the provisions of Minnesota Statutes Section 373.01, Subdivision(1)(a)(4) and Minnesota Statutes Section 398.32, Subdivision 3.
2. **Premises.** Lessor in consideration of the terms, conditions and contracts contained herein, and subject to such special conditions as are set forth in the Special Conditions and Insurance and Indemnification sections attached hereto and made a part hereof and marked as **Exhibits A and 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 - Multi-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 also subject to such terms as are set forth in **Exhibit B** for Insurance and Indemnification requirements.

5. **Term.** The term of this Agreement shall commence on the date set forth on September 20th, 2023 and shall end at 12:00 a.m. on May 15th, 2024 (Beef Barn) and on June 1st, 2024 (Cattle Barn and Multi-purpose Barn). 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 Storage Lease Agreement Fee of \$ 9,681.10 for the non-exclusive rights to the Premises as set forth above or as set forth in the Special Conditions marked as **Exhibit A**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12.1 Indemnification. Lessee agrees to defend, indemnify and hold harmless Lessor, its elected officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney fees resulting directly or indirectly from any act or omission of Lessee, anyone directly or indirectly employed by them and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Agreement and against all loss by reason of failure of said Lessee to perform fully, in any respect, all obligations under this Agreement. See also **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 County Land Commissioner
Itasca County Land Department
1177 LaPrairie Avenue
Grand Rapids, Minnesota 55744

Itasca County Auditor/ Treasurer

Lessee

Holmstrom's, Inc.
Grand Rapids Marine
2810 Elida Drive
Grand Rapids, MN 55744

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

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

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

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

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

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

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

EXECUTION

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

Dated this 12th day of September, 2023.

Lessee: Holmstrom's, Inc.

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
Storage Lease Agreement

This document shall be considered the Special Conditions to the Lease Agreement between **Itasca County**, hereinafter referred to as “Lessor”, and **Holmstrom’s, Inc.** hereinafter referred to as “Lessee”, which was made effective on the **12th** day of **September, 2023.**

Both Lessor and Lessee mutually agree to the following in addition to the terms contained in the Lease Agreement made effective on **12th** day of **September, 2023.**

Please describe activities below:

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

Beef Barn, Cattle Barn, and Multi-purpose Building

Buildings used for storage per this agreement include:

<u>Name</u>	<u>Sq Ft</u>	<u>Name</u>	<u>Sq Ft</u>
Beef Barn	4,800	_____	_____
Cattle Barn	5,194	_____	_____
<u>Multi-purpose Barn</u>	<u>4,900</u>	_____	_____
TOTAL	14,894	_____	_____

Lease Rate will be based on **\$0.65** per square foot. Total Square Feet **14,894 X \$0.65 = \$9,681.10**

Starting date for rental space will be September 20th, 2023. All personal property shall be removed by May 15th, 2024 (Beef Barn) and by June 1st, 2024 (Cattle Barn and Multi-purpose Barn).

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

1. Lessee agrees to pay a per square foot fee of the entire building occupied by Lessee. All payments will be collected prior to occupying the building.
2. Lessee will be provided a key to the building and will be responsible for all placement and removal of all personal property.
3. Lessee hereby accepts liability for any and all damages to the above stated rental space and every part thereof caused by Lessee, his employees, lessees, or invitees, which occur during the period of this agreement.

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

Emergency contact information:

Name: Mike Holmstrom

Address: 2810 Elida Drive
Grand Rapids, MN 55744

Phone: 218 484-5253 Office Direct

Phone: 1 218 343-7617 Mobile

Email: mike@grandrapidsmarine.com

Exhibit B

Storage Lease Agreement

Indemnification and Insurance

- A. LESSEE agrees to defend, indemnify and hold harmless 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 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 contract and against all loss by reason of failure of said LESSEE to perform fully, in any respect, all obligations under this contract.
- B. 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 follows:

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

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

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

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

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

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

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

LESSEE shall not commence work on the Site, or otherwise occupy the Site, until it has obtained

required insurance and filed an acceptable Certificate of Insurance with COUNTY to the attention of: 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. LESSEE also agrees that any contract let by LESSEE for the performance of the work on the Site as provided herein shall include clauses that will: (1) require the LESSEE to defend, indemnify and hold harmless 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 LESSEE, its subcontractors, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable for; and (2) require the LESSEE to provide and maintain insurance in accordance with the following:

- a. Workers' Compensation: (Statutory Limits)

Employer's Liability Insurance:

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

Note: all states endorsement is required if LESSEE is domiciled outside the State of Minnesota.

- b. Commercial General and Automobile Liability Insurance:

1. Commercial General Liability:	<u>Limits</u>
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 LESSEE'S Subcontractor(s) to purchase additional insurance that may be necessary for the project.

- D. **LESSEE further agrees the minimum requirements set forth above shall at all times be in an amount at least equal to the maximum liability of the 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 the COUNTY reserves the right to terminate, suspend or rescind this contract if the LESSEE is not in compliance with the requirements contained herein and retains all rights its thereafter to pursue any legal remedies against LESSEE. All insurance policies shall be open to inspection by the COUNTY upon written request.
- C. **LESSEE further agrees the minimum requirements set forth above shall at all times be in an amount at least equal to the maximum liability of the COUNTY under Minn. Stat. 466.04 now or as said statute is hereafter amended or as otherwise required by law, statute or rule.**
- D. In addition to any other rights contained herein the COUNTY reserves the right to terminate, suspend or rescind this contract if the LESSEE is not in compliance with the requirements contained herein and retains all rights its thereafter to pursue any legal remedies against LESSEE. All insurance policies shall be open to inspection by the COUNTY upon written request.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 12, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3256

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Kory Cease

AGENDA ITEM:

Approve Storage Lease Agreement with RK Motorsports

BOARD ACTION REQUESTED:

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

BACKGROUND:

The purpose of the lease is for 2023-2024 winter boat storage at the fairgrounds. The lease amount is based on square feet of building space used and the proceeds will be sent to the Itasca Agricultural Association to be placed into the fairgrounds maintenance fund. The security deposit will be held by Itasca County.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. 2023 Storage Lease Agreement - RK Motorsports

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

County of Itasca, Minnesota Storage Lease Agreement

This Agreement is made effective this 12th day of September, 2023 by and between **Itasca County** ("Lessor"); and **RK Motorsports** ("Lessee"). For good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge the parties agree as follows:

1. **Authority.** This Agreement is granted pursuant to the provisions of Minnesota Statutes Section 373.01, Subdivision(1)(a)(4) and Minnesota Statutes Section 398.32, Subdivision 3.
2. **Premises.** Lessor in consideration of the terms, conditions and contracts contained herein, and subject to such special conditions as are set forth in the Special Conditions and Insurance and Indemnification sections attached hereto and made a part hereof and marked as Exhibits A and 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 – Multi-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 – Sheriff’s Garage | ☐ 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 also subject to such terms as are set forth in **Exhibit B** for Insurance and Indemnification requirements.

5. **Term.** The term of this Agreement shall commence on the date set forth on September 20th, 2023 and shall end at 12:00 a.m. on May 15th, 2024 (Poultry Barn and Sheriff's Garage) and on June 1st, 2024 (Horse Barn). 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 Storage Lease Agreement Fee of \$ 4,225.00 for the non-exclusive rights to the Premises as set forth above or as set forth in the Special Conditions marked as **Exhibit A**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12.1 Indemnification. Lessee agrees to defend, indemnify and hold harmless Lessor, its elected officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney fees resulting directly or indirectly from any act or omission of Lessee, anyone directly or indirectly employed by them and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Agreement and against all loss by reason of failure of said Lessee to perform fully, in any respect, all obligations under this Agreement. See also **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 County Land Commissioner
Itasca County Land Department
1177 LaPrairie Avenue
Grand Rapids, Minnesota 55744

Itasca County Auditor/ Treasurer

Lessee

RK Motorsports
36198 Pincherry Rd
Cohasset, MN 55721

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

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

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

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

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

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

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

EXECUTION

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

Dated this 12th day of September, 2023.

Lessee: RK Motorsports

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
Storage Lease Agreement

This document shall be considered the Special Conditions to the Lease Agreement between **Itasca County**, hereinafter referred to as “Lessor”, and **RK Motorsports**, hereinafter referred to as “Lessee”, which was made effective on the **12th** day of **September, 2023**.

Both Lessor and Lessee mutually agree to the following in addition to the terms contained in the Lease Agreement made effective on **12th** day of **September, 2023**.

Please describe activities below:

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

Poultry Barn, Horse Barn, Sheriff's Garage

Buildings used for storage per this agreement include:

<u>Name</u>	<u>Sq Ft</u>	<u>Name</u>	<u>Sq Ft</u>
Poultry Barn	3,200		
Horse Barn	2,400		
<u>Sheriff's Garage</u>	<u>900</u>		
TOTAL	6,500		

Lease Rate will be based on **\$0.65** per square foot. Total Square Feet **6,500 X \$0.65 = \$4,225.00**

Starting date for rental space will be September 20th, 2023. All personal property shall be removed by May 15th, 2024 (Poultry Barn and Sheriff's Garage) and by June 1st, 2024 (Horse Barn).

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

1. Lessee agrees to pay a per square foot fee of the entire building occupied by Lessee. All payments will be collected prior to occupying the building.
2. Lessee will be provided a key to the building and will be responsible for all placement and removal of all personal property.
3. Lessee hereby accepts liability for any and all damages to the above stated rental space and every part thereof caused by Lessee, his employees, lessees, or invitees, which occur during the period of this agreement.

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

Emergency contact information:

Name: Rick Krueth

Address: 36198 Pincherry Road
Cohasset, MN 55721

Phone: 218-256-2193

Email: rkmotors@paulbunyan.net

Exhibit B

Storage Lease Agreement

Indemnification and Insurance

- A. LESSEE agrees to defend, indemnify and hold harmless 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 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 contract and against all loss by reason of failure of said LESSEE to perform fully, in any respect, all obligations under this contract.
- B. 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 follows:

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

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

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

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

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

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

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

LESSEE shall not commence work on the Site, or otherwise occupy the Site, until it has obtained

required insurance and filed an acceptable Certificate of Insurance with COUNTY to the attention of: 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. LESSEE also agrees that any contract let by LESSEE for the performance of the work on the Site as provided herein shall include clauses that will: (1) require the LESSEE to defend, indemnify and hold harmless 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 LESSEE, its subcontractors, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable for; and (2) require the LESSEE to provide and maintain insurance in accordance with the following:

- a. Workers' Compensation: (Statutory Limits)

Employer's Liability Insurance:

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

Note: all states endorsement is required if LESSEE is domiciled outside the State of Minnesota.

- b. Commercial General and Automobile Liability Insurance:

1. Commercial General Liability:	<u>Limits</u>
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 LESSEE'S Subcontractor(s) to purchase additional insurance that may be necessary for the project.

- D. **LESSEE further agrees the minimum requirements set forth above shall at all times be in an amount at least equal to the maximum liability of the 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 the COUNTY reserves the right to terminate, suspend or rescind this contract if the LESSEE is not in compliance with the requirements contained herein and retains all rights its thereafter to pursue any legal remedies against LESSEE. All insurance policies shall be open to inspection by the COUNTY upon written request.
- C. **LESSEE further agrees the minimum requirements set forth above shall at all times be in an amount at least equal to the maximum liability of the COUNTY under Minn. Stat. 466.04 now or as said statute is hereafter amended or as otherwise required by law, statute or rule.**
- D. In addition to any other rights contained herein the COUNTY reserves the right to terminate, suspend or rescind this contract if the LESSEE is not in compliance with the requirements contained herein and retains all rights its thereafter to pursue any legal remedies against LESSEE. All insurance policies shall be open to inspection by the COUNTY upon written request.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 12, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3254

DEPARTMENT: Sheriff
PRESENTER: John Linder

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
State Disaster Assistance

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Requesting State Disaster Assistance for public property damage from the April 2023 spring flooding event and authorize Board Chair Burl Ives and Emergency Manager John Linder to sign a letter to Governor Walz requesting State Disaster Assistance for the damage from the April 2023 spring flood event.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Disaster Assistance Request - Gov Walz
2. Disaster Assistance Request - Gov Walz SIGNED

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 12, 2023

RESOLUTION 2023-35

RE: REQUESTING STATE DISASTER ASSISTANCE

WHEREAS, the April, 2023 Spring Flood Damage impacted the population of Itasca County and its cities; and

WHEREAS, the April 2023 Spring Flood Damage event caused significant amount of public property damage; and

WHEREAS, the Itasca County Department of Emergency Management requests the Itasca County Board of Commissions to request state disaster assistance for the damages caused by the April, 2023 spring flood event.

NOW THEREFORE BE IT RESOLVED, the Itasca County Board of Commissions hereby requests state disaster assistance for the damages from the April, 2023 spring flood event.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 12th day of September A.D. 2023 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 12th day of September A.D. 2023.

Administrator



Itasca County Sheriff's Office

JOE DASOVICH, SHERIFF

Governor Tim Walz
130 State Capitol
75 Martin Luther King Jr. Blvd
St. Paul, MN 55155

September 6th, 2023

Dear Governor Walz:

Beginning on April 11th, 2023, Itasca County was impacted by flooding across a large section of the county. This flooding caused extensive damages to the public infrastructure within Itasca County.

On April 18, 2023, Itasca County declared a local emergency in response to this disaster.

Itasca County submitted a Damage and Impact Assessment Report to the Minnesota Department of Public Safety, Division of Homeland Security and Emergency Management (HSEM) which indicated storm related damages in excess of \$99,931.08. As a result of our initial damage estimates Itasca County requested HSEM to conduct a State Preliminary Damage Assessment (PDA), which was conducted on May 15th, 2023.

The PDA revealed storm related costs and damages to our public infrastructure at \$189,000. This amount exceeded 50% of Itasca County's federal damage indicator.

Itasca County is requesting state disaster assistance in accordance with Minnesota Statute 12B.30. Itasca County understands that this is a 75% reimbursement program.

Sincerely,

Burl Ives
Itasca County Board Chairmen

John Linder
Itasca County Emergency Manager

PRELIMINARY DAMAGE ASSESSMENT

Itasca County (April 11 - 30, 2023)

JURISDICTION		CATEGORY OF COSTS AND DAMAGES							% COMPLETE	TOTAL
		EMERGENCY WORK		PERMANENT WORK						
		A	B	C	D	E	F	G		
Itasca County Transportation				\$99,000					90%	\$99,000
Calumet, City of				\$20,000					0%	\$20,000
Big Fork Township				\$25,310					0%	\$25,310
Marcell Township				\$28,000					0%	\$28,000
Oteneagen Township				\$4,000					0%	\$4,000
Warba Township				\$13,600					5%	\$13,600
										\$0
										\$0
										\$0
TOTAL		\$ -	\$ -	\$ 189,910	\$ -	\$ -	\$ -	\$ -	14%	\$ 189,910

4/1/23





Itasca County Sheriff's Office

JOE DASOVICH, SHERIFF

Governor Tim Walz
130 State Capitol
75 Martin Luther King Jr. Blvd
St. Paul, MN 55155

September 6th, 2023

Dear Governor Walz:

Beginning on April 11th, 2023, Itasca County was impacted by flooding across a large section of the county. This flooding caused extensive damages to the public infrastructure within Itasca County.

On April 18, 2023, Itasca County declared a local emergency in response to this disaster.

Itasca County submitted a Damage and Impact Assessment Report to the Minnesota Department of Public Safety, Division of Homeland Security and Emergency Management (HSEM) which indicated storm related damages in excess of \$99,931.08. As a result of our initial damage estimates Itasca County requested HSEM to conduct a State Preliminary Damage Assessment (PDA), which was conducted on May 15th, 2023.

The PDA revealed storm related costs and damages to our public infrastructure at \$189,000. This amount exceeded 50% of Itasca County's federal damage indicator.

Itasca County is requesting state disaster assistance in accordance with Minnesota Statute 12B.30. Itasca County understands that this is a 75% reimbursement program.

Sincerely,

Burl Ives
Itasca County Board Chairmen

John Linder
Itasca County Emergency Manager



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 12, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3258

DEPARTMENT: Attorney
PRESENTER: Matti Adam

TIME REQUESTED: 5 Minutes

AGENDA ITEM:
Itasca County Amicus Brief Update

BOARD ACTION REQUESTED:
Receive update on the Itasca County Amicus Brief.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION: None

It was the consensus of the County Board to direct staff to cooperate with legal counsel retained by the City of Nashwauk to jointly submit the Amicus Brief.