



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, October 3, 2023

2:30 PM

Itasca County Boardroom

FINAL

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	Absent	
John Johnson	District #3	Absent	
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: Pull Item #6.5 (HHS Advisory Committee Meeting Minutes) and add the item as Item #5.10, add Item #6.11 (Schedule Special Session), and approve the agenda, as amended.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Burl Ives, Casey Venema
ABSENT:	Terry Snyder, John Johnson

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, September 26, 2023 County Board Regular Session.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, Burl Ives, Casey Venema
ABSENT:	Terry Snyder, John Johnson

V. RECOMMENDED FOR CONSENT AGENDA

1. Approve the Grand Rapids/Itasca County Airport Joint Powers Cooperative Agreement and authorize necessary signatures.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 10/10/2023 2:30 PM
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2. Authorize IMCare Director and County Board Chair to sign the contract between IMCare and Chrysalis Wellness PLC, a behavioral health provider.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 10/10/2023 2:30 PM
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3. Authorize IMCare Director and County Board Chair to sign the contract between IMCare and CS West Dental dba Deer River Dental, a dental provider.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 10/10/2023 2:30 PM
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4. Authorize IMCare Director and County Board Chair to sign the contract between IMCare and Partners in Recovery, LLC dba Partners in Behavioral Healthcare, a behavioral health and substance use disorder provider.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 10/10/2023 2:30 PM
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5. Approve the Cooperative Maintenance Agreement with the City of Keewatin and provide the necessary signatures.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 10/10/2023 2:30 PM
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6. Approve the transfer of funds in the amount of \$1,500,000 from the Unorganized Township road and bridge accounts to the County Road and Bridge fund for road maintenance costs in Unorganized Townships.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 10/10/2023 2:30 PM
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7. Adopt the Resolution Re: Resolution of Support from Sponsoring Agency, which indicates that Itasca County agrees to act as the sponsor/fiscal agent for an application for funding from the Local Road Improvement Program (LRIP), as requested by Feeley Township.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 10/10/2023 2:30 PM
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8. Approve easement granted to the County of Itasca, for the purposes of allowing, construction, maintenance and unobstructed passage by the general public using the Trail for recreational uses, over and across that part of Township 150, Range 29, as described in the attached Easement.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 10/10/2023 2:30 PM
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9. Approve the Recreational Trail License Agreement by and between L&M LaPrairie Holdings, LLC and Itasca County for the Driftskippers Grant-in-Aid Snowmobile Trail and authorize necessary signatures.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 10/10/2023 2:30 PM
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10. Accept the Minutes of the September 14, 2023 HHS Advisory Committee Meeting.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 10/10/2023 2:30 PM
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VI. DISCUSSION / INFORMATIONAL

1. Citizen Input

Teresa Alto and Simon Gretton provided citizen input regarding termination of the contract between IMCare and Lakeview Behavioral Health.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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2. Potential Schedule Change for November

Motion To: Reschedule the Tuesday, November 7, 2023 County Board Work Session to Wednesday, November 8, 2023 at 2:30 PM in the Itasca County Boardroom.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Burl Ives, Casey Venema
ABSENT:	Terry Snyder, John Johnson

3. Potential Schedule Change for December

Motion To: Cancel the Tuesday, December 5, 2023 County Board Work Session due to lack of a quorum.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Burl Ives
AYES:	Cory Smith, Burl Ives, Casey Venema
ABSENT:	Terry Snyder, John Johnson

4. Grand Village Management Services Agreement

County Administrator Brett Skyles and County Attorney Matti Adam provided information regarding the request to approve the agreement between Itasca County and Ebenezer for management services provided at Grand Village, subject to County Attorney approval.

RESULT:	RECOMMENDED FOR REGULAR	NEXT: 10/10/2023 2:30 PM
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6. 2024 IMCare/DHS Contracts

Health Plan Division Manager Sarah Anderson provided information regarding the request to review and approve the 2024 Families and Children and Seniors contracts between IMCare and DHS.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 10/10/2023 2:30 PM
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7. Recorder's Technology Fund Request

County Administrator Brett Skyles provided information regarding the request to accept the low bid of \$92,690.90 from Insight for Replica Site Servicers and Drives to secure our Data Recovery Protocols and to approve the utilization of the Recorder's Technology Fund for stated purchase.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 10/10/2023 2:30 PM
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8. Land Replacement Acquisition in Section 4, Twp 149, Rge 29 and Section 33 & 34, Twp 150, Rge 29

Land Commissioner Kory Cease provided information regarding the request to approve a purchase agreement for acquisition of approximately 1148.93 acres of forest land legally described as the North half of the Northeast Quarter, Southwest Quarter of the Northeast Quarter, Northwest Quarter and the Northwest Quarter of the Southwest Quarter, Section 4, Township 149, Range 29; all of Section 33, Township 150, Range 29; and the Northeast Quarter and the Northwest Quarter of the Northwest Quarter, Section 34, Township 150, Range 29 at a cost of \$890,420.75 to be paid out of Land Replacement Trust Fund.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 10/10/2023 2:30 PM
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9. Road Easement Exchange for an Acquisition in Section 25, Twp 53, Rge 26

Motion To: Approve a land acquisition in exchange for a road easement between Tax-Forfeit Trust and private land owned by William Rancourt and Vickie Stram in Section 25, Twp 53, Rge 26, under the terms set forth, and authorize signature of the County Auditor.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, Burl Ives, Casey Venema
ABSENT:	Terry Snyder, John Johnson

10. Location Change for Public Meeting

Motion To: Approve a location change for the Public Meeting Re: Keewatin Trail Runner's New ATV Trail Proposal from the Hibbing Memorial Building to the Hibbing City Hall, Second Floor Conference Room, 401 East 21st Street, Hibbing, MN 55746.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Burl Ives, Casey Venema
ABSENT:	Terry Snyder, John Johnson

11. Schedule Special Session

Motion To: Schedule a Special Session Re: Courthouse Security on Tuesday, October 17, 2023 at 4 PM in the Itasca County Boardroom.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Burl Ives, Casey Venema
ABSENT:	Terry Snyder, John Johnson

VII. COMMITTEE REPORTS

Commissioner Smith reported on his attendance at recent interviews for the IT Director position.

VIII. ADMINISTRATOR UPDATE

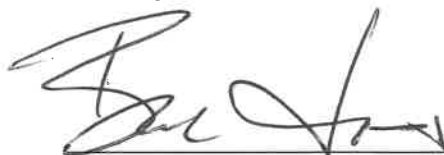
IX. COMMISSIONER COMMENTS

X. CLOSED SESSIONS

XI. ADJOURN

Chair Ives adjourned the meeting at 3:16 PM.

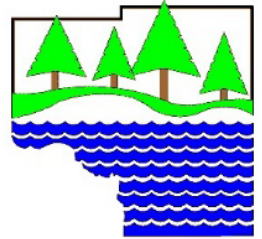
ATTEST



Burl Ives
Chair of the County Board



Brett Skyles
Clerk of the County Board



October 3, 2023

Chair:

PULL:

1. Item #6.5 (HHS Advisory Committee Meeting Minutes)

ADDITIONS:

1. Item #5.10 (Item #6.5 – HHS Advisory Committee Meeting Minutes)

CHANGES: None

INFORMATIONAL:

1. Item #6.4 – Additional Information



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, September 26, 2023

2:30 PM

Itasca County Boardroom

DRAFT

REGULAR SESSION MINUTES

I. CALL TO ORDER

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

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

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Add Item #6.8 (Schedule Public Meeting), update Item #6.7 (2024 Proposed Levy), and approve the agenda, as amended.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, September 19, 2023 County Board Special Session and the Tuesday, September 19, 2023 Work Session.

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

V. CONSENT AGENDA

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

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

1. Adopt the Resolution Re: Authorization to Execute Minnesota Department of Transportation Grant Agreement for Airport Improvement Excluding Land Acquisition, which approves Agreement #1054865 with the State of Minnesota for the South Taxiway Crack Seal Project (State Project #A3101-100) at the Grand Rapids/Itasca County Airport in the amount of \$111,668.43 and authorizes necessary signatures.

2. Accept the 2023-2024 Toward Zero Deaths (TZD) Safe Roads Grant Award for the period of October 1, 2023 through September 30, 2024, in the amount of \$26,629.71, and adopt the Resolution Re: Authorization for Execution of Agreement, which authorizes the necessary signatures to said grant.
3. Approve the Addendum to the Agreement between ICHHS and Patty Beech Consulting Inc (currently in place through March 31, 2024) for administration and monitoring of the DHS Housing Supports Program.
4. Approve the Addendum to the Agreement between ICHHS and KOOTASCA Community Action (currently in place through March 31, 2024) for administration and monitoring of the DHS Housing Supports Program.
5. Approve the Addendum to the Agreement between ICHHS and Northland Counseling Center (currently in place through March 31, 2024) for administration and monitoring of the DHS Housing Supports Program.
6. Approve the Addendum to the Agreement between ICHHS and Grace House (currently in place through March 31, 2024) for administration and monitoring of the DHS Housing Supports Program.
7. Approve the Second Addendum to the Coronavirus Response and Relief Supplemental Appropriations Act (CAA) - Home and Community Based Services Federal Medical Assistance Percentage (FMAP) contract number 224670 and authorize necessary signatures.
8. Award the Alborn Culvert Replacement project to the lowest quote, Gilbert Contracting Services, in the amount of \$ 64,310.00 and authorize necessary signatures.
9. Adopt the Resolution Re: Authorizing Execution of Agreement, which authorizes the Itasca County Attorney to execute agreements and amendments to the Crime Victim Services Grant.

VI. REGULAR AGENDA

1. Citizen Input
Kristina Gambill, Bambi Benes, and Julie Jackson provided citizen input regarding termination of the contract between IMCare and Lakeview Behavioral Health.
2. Recognition of County Employees
The following employees were recognized:

Congratulations to Savannah Scherf who accepted a job change from Administrative Support, Probation Department to Medical Support Specialist, Health and Human Services Department effective September 17, 2023.

Farewell to Renie Rabbitt-Isaacs whose last day as Highway Maintenance Worker with the Transportation Department will be September 21, 2023, after 9+ years of service.

Welcome to new employee Naesa Myers, Public Health Division Manager with the Health and Human Services Department, effective September 25, 2023.

Farewell to Dan Swenson whose last day as Environmental Services Administrator with the Environmental Services Department will be September 28, 2023, after 13+ years of service.

Farewell to Tabby Litchke Herdman whose last day as Corrections Mental Health Professional with the Sheriff Department will be September 30, 2023, after 1+ years of service.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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3. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of September 29, 2023, in the amount of \$4,222,105.10.

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

4. ICHHS Warrants

Motion To: Approve the Itasca County Health and Human Services (ICHHS) Department Warrants for September 2023, in the amount of \$1,509,616.10.

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

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

Health Plan Division Manager Sarah Anderson provided a County Based Purchasing (IMCare) update including information regarding the termination of the contract between IMCare and Lakeview Behavioral Health, as well as the 2023 Provider Availability and Network Adequacy Report and the 2023 Accessibility of Services Report. IMCare may be contacted at IMCare.Office@co.itasca.mn.us, (218) 327-6188, or (800) 843-9536 if you have questions regarding termination of this contract.

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

Motion To: Adopt the Resolution Re: National Hunger and Homelessness Awareness Month in Itasca County, which designates the month of November 2023 as National Hunger and Homelessness Awareness Month in Itasca County.

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

7. 2024 Proposed Levy

Motion To: Adopt the proposed tax levy for 2024 as \$42,297,261, a 2.5% increase over 2023; adopt the proposed unorganized fire levy as 3.5% of net tax capacity; adopt the proposed unorganized road & bridge levy as 10% of net tax capacity; and schedule a public meeting on Tuesday, December 12, 2023 at 6:00 p.m. in the Itasca County Boardroom, at which the public is allowed to speak and the budget and levy is discussed.

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

8. Schedule Public Meeting

Motion To: Schedule a public meeting on Thursday, October 19, 2023, beginning at 5:30 PM at the Hibbing Memorial Building to present the Keewatin Trail Runner's new ATV Trail proposal.

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

VII. COMMISSIONER COMMENTS

Commissioner Venema reported on his attendance at a recent Budget Work Session and Laurentian RC&D meeting.

Commissioner Smith reported on his recent testimony in Washington DC regarding a Federal Land Exchange.

Commissioner Johnson reported on his attendance at recent Arrowhead Counties Association (ACA) and Arrowhead Regional Development Commission (ARDC) meetings, as well as the upcoming Second Harvest Food Bank event.

Commissioner Ives reported on his attendance at the recent Bus Depot Door Dedication event.

VIII. CLOSED SESSIONS**IX. ADJOURN**

Chair Ives adjourned the meeting at 3:31 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, October 3, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3290

DEPARTMENT: Administrative Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Grand Rapids/Itasca County Airport Joint Powers Cooperative Agreement

BOARD ACTION REQUESTED:

Approve the Grand Rapids/Itasca County Airport Joint Powers Cooperative Agreement and authorize necessary signatures.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. 2023 3-27 GR-Itasca County Airport JPC Agreement

10/03/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 10/10/2023 2:30 PM
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**GRAND RAPIDS/ITASCA COUNTY
AIRPORT JOINT POWERS COOPERATIVE AGREEMENT**

THIS AGREEMENT is made and entered into between the parties, governmental subdivisions of the State of Minnesota, pursuant to authority granted to them by *Minnesota Statutes § 471.59*, which authorizes joint and cooperative exercise of powers common to contracting parties; and Chapter 360, which authorizes the ownership, construction, management and operation of airports and aeronautic facilities by municipalities and counties.

WHEREAS, Itasca County and the City of Grand Rapids have, since at least 1967, provided for the joint development, ownership, maintenance and operation of an airport facility as a separate and distinct Joint Power Entity under *Minnesota Statutes § 471.59*; and

WHEREAS, it is the desire of the Parties to dissolve the Joint Power Entity and to continue the joint ownership of such facility and for the delegation to the City of responsibility for all maintenance, management and operations subject to the limitations set forth in this Cooperative Agreement.

In consideration of the mutual promises and agreements contained herein and subject to the provision of *Minnesota Statutes § 471.59 and Chapter 360*, the Parties agree to the following:

1. In General: The City and County agree with the other to participate as hereunder provided in the continued joint ownership of the airport facilities and improvements and further provided that the City shall be solely responsible for the maintenance, management and operation of the airport except as hereinafter limited by the terms of this Agreement.

This Agreement supersedes and replaces all prior agreements between the Parties pertaining to the ownership, operation and maintenance of the Itasca County – Grand Rapids Airport.

This Agreement will be effective upon execution hereof and shall continue in effect for a period of five (5) years unless earlier terminated pursuant to paragraph 8 of this Agreement.

The City and County agree with each other that the City will be the airport's fiscal agent and shall provide the employees which the City deems necessary to maintain, manage and operate the facility which employees for all purposes under this Agreement, and any rule, regulation or law shall be deemed to be employees of the City and not of the County and which employees shall subject to the City's personnel policies or appropriate collective bargaining agreements.

All employees under this Agreement shall be within the City's Public Works department.

The Parties shall not discriminate on the grounds of race, color, or national origin in the selection and retention of employees, contractors or subcontractors.

2. Contribution of Capital: The Parties acknowledge the ownership and contribution and ownership of the real property by the City and County as set forth on the attached Exhibit 1. The real property, improvements, structures and equipment shall constitute the airport facility known as the Itasca County – Grand Rapids Airport. The parties agree to utilize the following cost sharing formula after all grant proceeds are applied to costs or projects.

All improvements, structures and equipment upon the premises described on Exhibit 1 as the Terminal Building, are and shall be jointly paid by the Parties as follows: The Itasca County – Grand Rapids Airport shall pay 50% (fifty percent), and Itasca County shall pay 50% (fifty percent)

All improvements, structures and equipment upon the premises described on Exhibit 1, excepting the Terminal Building are and shall be jointly paid by the Parties as follows: The Itasca County – Grand Rapids Airport shall pay 50% (fifty percent), the City shall pay 25% (twenty-five percent) and Itasca County shall pay 25% (twenty-five percent).

The City and County agree to meet during their City/County Cooperative Committee meetings to discuss issues relating to the long-term maintenance, management and operations of the Airport.

3. Acquisition of Real or Personal Property: Except as authorized in each individual case by the City and County, no real property, airport, restricted landing area, air

protection privilege, personal property or other acquisition or single payment costing in excess of fifteen thousand dollars (\$15,000.00) shall be acquired and no condemnation proceedings shall be instituted. Any condemnation so authorized by the Parties shall be instituted in the names of the City and the County in equal ownership as tenants in common. The provisions of Chapter 360 and laws amendatory and supplementary thereto, shall apply to such proceedings. Real property acquired under this Agreement shall be held by the City and County as tenants in common. The City shall own a fifty percent (50%) interest in the property acquired hereunder, and the County shall own fifty percent (50%) interest.

4. Terminal Building Emergency Operations and Dispatch/911 Center (EOC)

The County shall have the use of Area A of the Terminal Building as depicted on Exhibit 2 for the purpose of constructing, maintaining, and operating an EOC. The County may make such alterations and improvements to the interior of the Terminal Building as are necessary for such purposes at the County's expense. If exterior alterations and improvements are necessary, County shall obtain written approval from the City prior to modifications and shall comply with FAA regulations. County has the option of utilizing Area B as depicted on Exhibit 2. Written request shall be made to the City describing proposed use and if the use requires physical modifications. City shall review request to determine the potential impact to any possible future aviation need and reserves the right to deny use. Any proposed use or modifications must comply with FAA regulations.

If an aeronautical user requires space within the Terminal Building, that aeronautical user shall solely fund the costs of construction and any additions to the Terminal Building that are needed to accommodate said use. The parties may elect to contribute to these costs or use dedicated airport funds. If dedicated airport funds are to be used for this expansion, these funds must be used in accordance with the FAA's "Policy and Procedures Concerning the Use of Airport Revenue" and any related statute. If County is required to relocate the EOC off the airport property as a result of this Agreement or any other optional move, expenses to relocate that are not covered by said aeronautical user shall be borne solely by County.

- A.) All day-to-day expenses, operational expenses for maintenance, upkeep, repairs, electrical, heating, and cooling, and any other day to day utility expenses associated with the Terminal Building will be the sole responsibility of the County. All future capital expenses, including but not limited to windows, roofing, structural, heating, cooling and plumbing excepting expenses related to the current construction of the EOC shall be paid pursuant to Section 2, Contributions to Capital.
- B.) If a situation arises in which an aeronautical user requires the use of the Terminal Building, County agrees to vacate that portion needed within twelve (12) months of written notification from City. Upon vacation, County shall leave the area to in a condition as deemed appropriate by both Parties.
- C.) In the event any portion of the Terminal Building is occupied by an aeronautical user, the day-to-day operational utility and maintenance expenses will be prorated on a square-foot basis between Itasca County – Grand Rapids Airport and the aeronautical user or at the option of the Itasca County – Grand Rapids Airport, where feasible, on the basis of actual use.
- D.) City will continue to plow the access road and parking lot at the Terminal Building with funding from the Airport enterprise fund.
- E.) County shall be restricted to construct or alter the exterior of the Terminal Building if it conflicts with part 77 and shall be required to file notice under part 77 (7460).
- F.) County shall not create electrical interference with aircraft radio systems or NAVIDS.
- G.) County shall not permit exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public.
- H.) The Itasca County – Grand Rapids Airport shall be allowed to develop the remainder of the facility and airport property, excluding the Terminal Building, as it sees fit.

5. Insurance Indemnification and Hold Harmless:

- A. The County shall with respect to any use of the Terminal Building keep in full force and effect Commercial General Liability, Automobile, and Workers compensation insurance in the amount at least equal to the maximum liability of governmental units under *Minnesota Statutes 466.04* or such insurance as otherwise required by law to protect that Parties. The City shall be named as an additional insured and shall be provided with such a copy of a certificate of insurance or proof acceptable to the City of such coverage.
- B. The County shall schedule and insure at its personal property, structures and improvements upon the premises County's policy of insurance through Minnesota Counties Intergovernmental Trust or insurance through a carrier of comparable quality or otherwise be responsible for any losses to its solely owned property.
- C. The County shall require that any sublease, contract or subcontract contain a provision that the contracting party comply with this section and the general terms of this agreement and that the contracting party shall provide a certificate of insurance as proof of insurance as required herein for the benefit of the Parties to this agreement. If County chooses to sublease any portion of the Terminal Building, County shall obtain written approval from City prior to any assignment, transfer, subletting or sale of said lease.
- D. The County shall fully defend, indemnify and hold harmless the City against all claims, losses, liabilities, suits, judgments, costs and expenses by reason of action or inaction of the County and/or employees and/or the agents of the County with respect to the Terminal Building. This Agreement to indemnify and hold harmless does not constitute a waiver by any party of the limitations on liability provided under *Minnesota Statutes § 466.04*.
- E. The City shall fully defend, indemnify and hold harmless the County against all claims, losses, liabilities, suits, judgments, costs and expenses by reason of action or inaction of the City and/or employees and/or agents of the City with respect to the remainder of the Itasca County – Grand Rapids Airport property. This Agreement to indemnify and hold harmless does not constitute a waiver by any party of the limitations on liability provided under *Minnesota Statutes § 466.04*.

- F. To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a “cooperative activity” and it is the intent of the Parties that they shall be deemed a “single governmental unit” for the purpose set forth in *Minnesota Statutes § 471.59 subd. 1a(a)*; provided further that for the purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.
- G. The Parties to this Agreement are not liable for the acts or omissions of the other Party to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Party.
- H. The City shall keep in full force and effect Commercial General Liability (except for the Terminal Building as addressed above), Automobile and Workers Compensation insurance including coverage for airport operations in the amount at least equal to the maximum liability of governmental units under *Minnesota Statutes 466.04* or such insurance as otherwise required by law to protect that Parties. The County shall be named as an additional insured and shall be provided with such a copy of a certificate of insurance or proof acceptable to the County of such coverage. The City shall schedule and insure at its full insurable value all jointly owned personal property, structures, and improvement upon the premises and which constitute real and personal property of the Itasca County – Grand Rapids Airport under the City’s policy of insurance through the League of Minnesota Cities or insurance through a carrier of comparable quality. Any proceeds paid for a loss to airport property paid under such policy shall be used to replace or repair the covered property. If for any reason the parties shall agree that such property is not to be replaced or repaired the proceeds of the loss shall be deposited to the dedicated airport fund.
- I. The City shall require that any lease, contract or subcontract contain a provision that the contracting party comply with this section and the general terms of this Agreement and that the contracting party shall provide a certificate of insurance as proof of insurance as required herein for the benefit of the Parties to this Agreement.

6. Finances: For the purpose of financing expenditures necessary in the carrying out of the provisions of this agreement, there shall hereby be created in the city accounts and treasury a special dedicated fund called “The Itasca County – Grand Rapids

Airport Fund”. Any existing funds of the Itasca County – Grand Rapids Airport shall remain or be deposited into this dedicated fund. The City Administrator shall account for the fund and custody of the cash and bank checking accounts shall be in the hands of the City Administrator. For the purposes of budgeting, accounting and reporting, the fiscal year of The Itasca County – Grand Rapids Airport Fund shall be January 1 through December 31. An audit of the funds shall be made annually. Such audits shall be made independently of or in conjunction with any audit, which may be made of the funds of the City.

All contracts and purchases of the City hereunder shall be subject to the provisions of all applicable law, rules or regulations of the State of Minnesota and City policies.

The Parties shall confer on an annual basis to determine the amount to be contributed to airport operations and capital improvements in equal shares by the Parties to fund operations and capital expenditures for the subsequent year. In the event a mutual agreement as to such contribution cannot be reached for the subsequent year, the respective contributions of the Parties shall be limited to the prior year’s contribution designated for airport operations.

7. Reports: The City shall, as soon as possible after the end of the fiscal year, prepare and present to the City and the County a comprehensive annual report of the activities and finances of the Itasca County – Grand Rapids Airport. The City shall prepare and present to federal and state officials such reports as may be required by law, regulation or control.

8. Termination: This Agreement shall be in full force and effect for five (5) years from the date of the last signatory to this Agreement, unless terminated by written notice from either party to the other party at least one (1) year in advance of such termination. Notwithstanding termination, the powers granted under this Agreement shall continue to the extent necessary to maintain and operate the airport until disposition of the property acquired under this Agreement pursuant to paragraph 11.

9. Alienation of Real and Personal Property: The City shall not sell, transfer, encumber, gift or lease any real property which constitutes the airport facility as described on attached Exhibit 1 without the consent and approval of the County. The City shall not sell, transfer, encumber, gift or lease any personal property which individually or in the

aggregate exceeds five thousand dollars (\$5,000.00) in value without the consent and approval of the County. Except that the City may in the normal course of business lease airport real and personal property for the purpose of airplane hangars and a fixed base operator without the consent and approval of the County.

10. Disposition of Property Upon Termination: As soon as practical after termination of this Agreement, the City and the County shall dispose of all property acquired by this Agreement, excepting the original plots of land which the City is the sole owner of a set forth on Exhibit A, which parcels of land shall remain and be the property of the City after dissolution. All other property, surplus funds, or any other disposable property acquired under this Agreement shall be disposed of in any manner consistent with law and upon agreement of the Parties. If no such agreement as to disposition is reached within three (3) months after termination of this Agreement, the City shall, within thirty (30) days thereafter, appoint some person, who may be a city official as its representative; the County shall similarly appoint a representative; and the Minnesota Commissioner of the Department of Transportation or his/her designee shall appoint a third person, who shall together constitute an advisory board on disposition of the joint airport property. This board as constituted hereunder shall, as soon as possible, prepare and recommend to the City and the County a complete plan for the disposition of all property acquired under this Agreement and such plan shall provide for the continuation of the use of the property as a public airport, if practicable. Upon termination of this Agreement, each party shall provide for the payment of principal and interest on its outstanding bonds, if any, issued as a result of this Agreement.

11. Enforcement: Specific performance provisions of the Agreement may be enforced against either party by the other party.

12. Amendments: This Agreement shall be in full force and effect upon approval by, and the signature of, the proper officers of the respective governing bodies of the City and County and may be amended in writing by the mutual Agreement of the Parties.

IN WITNESS WHEREOF, this Agreement is entered into by the action of the governing body of the County of Itasca and City of Grand Rapids in testation thereof this instrument is signed in their respective names.

Itasca County

City of Grand Rapids

By: 
[Burl Ives \(Sep 8, 2023 15:56 CDT\)](#)
Burl Ives, Chairperson
Itasca County Board of Commissioners

By: 
[Dale Christy \(Aug 29, 2023 21:02 CDT\)](#)
Honorable Dale Christy, Mayor

Attest: _____
Clerk to County Board

Attest: 
[Tom Pagel \(Aug 30, 2023 11:23 CDT\)](#)
Thomas Pagel, City Administrator

Dated: _____

Dated: Aug 30, 2023

Exhibit 1

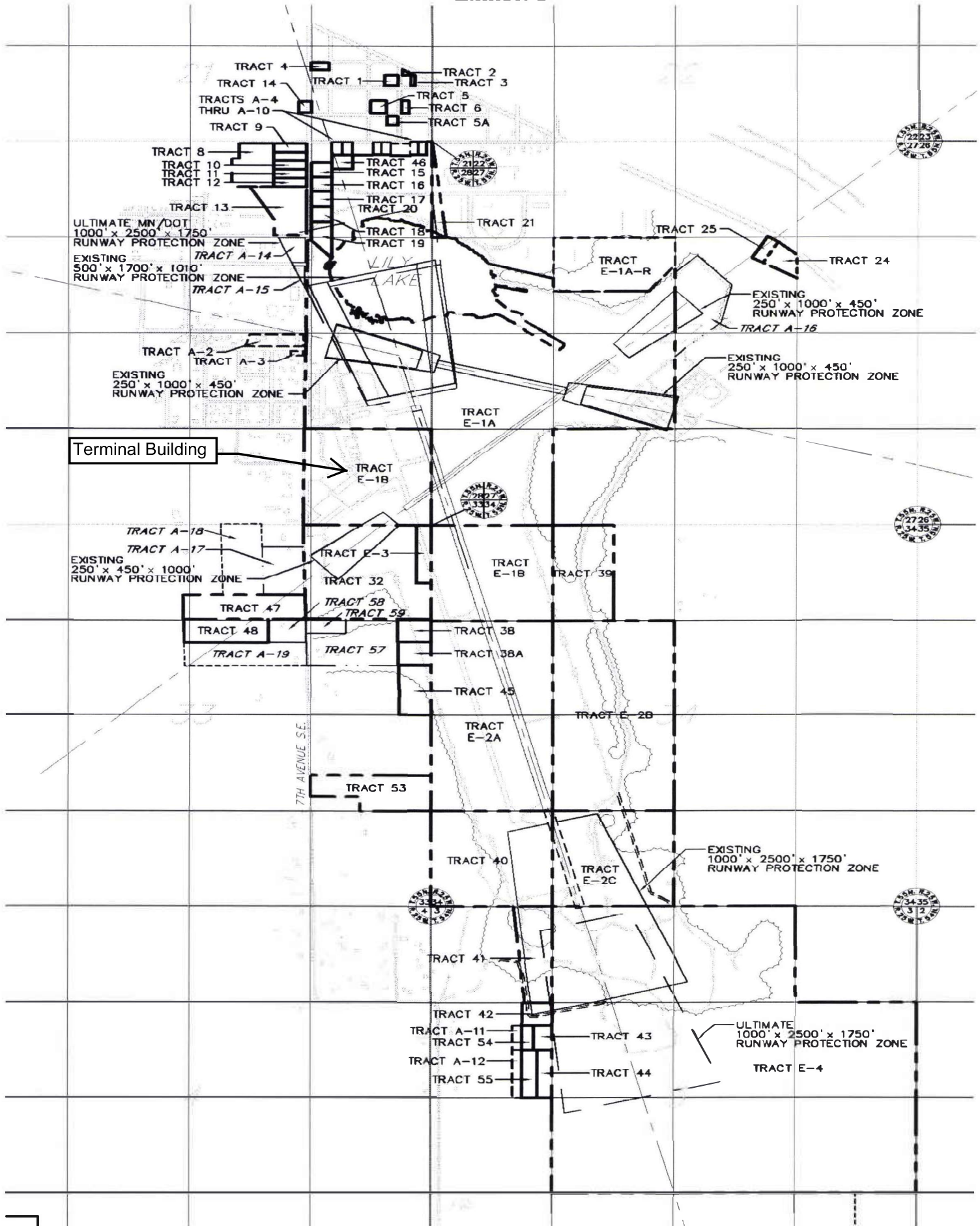


Exhibit 1

TRACT	DESCRIPTION	DATA ACQUIRED	ACRES	CITY//JOINT
E-1A	GOVERNMENT LOT 4 SEC 28, GOVERNMENT LOTS 5, 8, 9 8 SW 1/4 SW 1/4 SEC 27	UNKNOWN	178.50	CITY
E-1B	SE 1/4 SE 1/4 SEC 28 NW 1/4 NW 1/4 SEC 34	OCT 1948	80.00	CITY
E-2A	SW 1/4 NW 1/4 SEC 34 NW 1/4 SW 1/4 SEC 34	JUL 1955	80.00	CITY
E-2B	SE 1/4 NW 1/4 SEC 34, NE 1/4 SW 1/4 SEC 34	MAY 1956	80.00	CITY
E-2C	SE 1/4 SW 1/4 SEC 34	UNKNOWN	40.00	CITY
E-3	Part NE 1/4 NE 1/4, SEC 33 T55N R25W GOVERNMENT LOTS 2 & 3 S 1/2 NE 1/4, N 1/2 SE 1/4, SE 1/4 NW 1/4, NE 1/4 SW 1/4 SEC 3	OCT 1956	3.00	CITY
E-4	T54N R25W	OCT 1975	320.00	JOINT
1	Lots 19, 20 21, 22, 23, 24, BL 20 WILSON & GILLESPIE'S ADD.	JAN 1979	0.50	JOINT
2	LOTS 9-12 SOUTH OF RIVER ROAD, BL 21, WILSON & GILLESPIE'S ADD.	AUG 1977	0.13	JOINT
3	LOTS 15 8 16, BL 21 WILSON & GILLESPIE'S ADD.	AUG 1977	0.17	JOINT
4	LOTS 1 8 2, BL 18, WILSON & GILLESPIE'S ADD.	JAN 1979	0.18	JOINT
5	LOTS 13-20, BL 23 WILSON & GILLESPIE'S ADD.	JAN 1979	0.69	JOINT
5A	LOTS 1-4 BL 28, WILSON & GILLESPIE'S ADD.	JAN 1979	0.34	JOINT
6	LOTS 13-16 BL 22, WILSON & GILLESPIE'S ADD.	FEB 1978	0.34	JOINT
8	LOT 5 AUD. SUBD. #37 LESS W 75' 8' LESS N 208' OF W 125'	MAY 1978	5.80	JOINT
9	LOT 1 AUD. SUBD. #37 LESS E 20'	NOV 1978	1.00	JOINT
10	S 1/2 OF LOT 2, AUD. SUBD. #37	SEP 1978	1.00	JOINT
11	LOT 3 LESS N 5', AUD. SUBD. #37	APR 1978	1.00	JOINT
12	LOT 4, AUD. SUBD. #37	AUG 1978	1.00	JOINT
13	ALL THAT PART OF THE S 1/2 OF GOVERNMENT LOT 2, SEC 28 T55N R25W LYING E OF A LINE COMMENCING AT THE SW CORNER THEN E 910.39' TO THE POINT OF BEGINNING THEN N 30° 06' 48" W 478.21' THE N LINE	NOV 1977	11.00	JOINT
14	S 75' OF N 420' OF THE E 140' OF SW 1/4 OF SE 1/4 8 S 75' OF N 315' OF E 140' LYING S OF 5TH ST. 8 W OF 7TH AVE., SEC 21 T55N R25W	JAN 1979	0.48	JOINT
15	LOT 3, AUD. SUBD. #41	NOV 1977	1.00	JOINT
16	LOT 4, AUD. SUBD. #41	JUL 1978	1.00	JOINT
17	LOT 5, AUD. SUBD. #41	JUL 1980	1.00	JOINT
18	LOT 6, AUD. SUBD. #41	JUL 1980	1.00	JOINT
19	PART OF GOVERNMENT LOT 2 E OF 7TH AVE SEC 28 T55N R25W	NOV 1977	0.83	JOINT
20	UNPLATTED PART OF GOVERNMENT LOT 1, SEC 28 T55N R25W LESS 200' OF W 424' ON N 162' 8' LESS E 584' OF W 1008' OF N 180' LESS W 224' OF N 400'	JUL 1980	24.00	JOINT
21	UNPLATTED PART OF GOVERNMENT LOT 4, SEC 3 T54N R25W AS FOLLOWS: BEGINNING AT SE CORNER, ALONG E LINE 1328.19' TO NE CORNER THEN ALONG N LINE 428.41' THEN S 6°53'09" E 1335.62' TO S LINE E ALONG S LINE 303.10' TO POINT OF BEGINNING	JUL 1980	1.05	JOINT
24	PART OF UNPLATTED PART OF LOT 6, SEC 27 T55N R25W	JUN 1977	2.41	JOINT
25	PART OF GOVERNMENT LOT S 3 8 6, SEC 27 T55N R25W	MAR 1977	1.03	JOINT
32	PART NE 1/4 NE 1/4, SEC 33 T 55N R25W	APR 1977	36.70	JOINT
38	PART SE 1/4 NE 1/4, SEC 33 T 55N R25W	OCT 1977	2.50	JOINT
38A	PART SE 1/4 NE 1/4, SEC 33 T 55N R25W	OCT 1977	2.50	JOINT
39	W 660' OF NE 1/4 OF NW 1/4, SEC 34 T55N R25W	OCT 1977	20.00	JOINT
40	SW 1/4 SW 1/4, SEC 34 T55N R25W	AUG 1977	40.00	JOINT
41	PART OF GOVERNMENT LOT 4, SEC 3 T54N R25W AS FOLLOWS: BEGINNING AT SE CORNER, ALONG E LINE 1328.19' TO NE CORNER THEN ALONG N LINE 425.41' THEN S 6°53'09" E 1335.62' TO S LINE E ALONG S LINE 303.10' TO POINT OF BEGINNING	OCT 5, 1992	11.16	JOINT
42	E 330' OF N AC. OF SW 1/4 OF NW 1/4 OF SEC 3 T54N R25W	MAY 1979	2.42	JOINT
43	E 200' OF S 1/2 OF N 1/2 OF SW 1/4 OF NW 1/4 OF SEC 3 T54N R25W	MAY 1978	1.52	JOINT
44	E 160' OF S 1/2 OF SW 1/4 OF NW 1/4, SEC 3 T54N R25W	MAY 1978	2.42	JOINT
45	PART SE 1/4 NE 1/4, SEC 33 T55N R25W	MAY 1978	5.00	JOINT
46	S 217' OF N 400' OF W 224' OF UNPLATTED PART OF GOVERNMENT LOT 1, SEC 28 T55N R25W	OCT 1978	1.12	JOINT
47	S 1/4 OF NW 1/4 OF NE 1/4, SEC 33 T55N R25W	APR 15, 1987	N/A	JOINT
48	N 1/4 OF SW 1/4 OF NE 1/4 OF SEC 33 T55N R25W LESS E 410'	SEP 25, 1989	N/A	JOINT
53	NE 1/4 OF SE 1/4 OF SEC 33 T55N R25W S OF N 828' LESS W 545' OF S 200'	DEC 24, 1991	N/A	JOINT
54	W 130' OF E 330' OF S 1/2 OF N 1/2 OF SW 1/4 OF NW 1/4 OF SEC 3 T54N R25W	JAN 7, 1993	0.97	JOINT
55	W 170' OF E 330' OF S 1/2 OF SW 1/4 OF NW 1/4 OF SECT 3 T54N R25W	DEC 30, 1992	0.58	JOINT



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 3, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3285

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Sarah Anderson

AGENDA ITEM:

IMCare Provider Participation Agreement with Chrysalis Wellness PLC

BOARD ACTION REQUESTED:

Authorize IMCare Director and County Board Chair to sign the contract between IMCare and Chrysalis Wellness PLC, a behavioral health provider.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Previously reviewed and approved.

SUPPORTING DOCUMENTATION:

1. Provider Participation Agreement 2020 - 10.01.17
2. Chrysalis Wellness PLC signed PPA

10/03/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 10/10/2023 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 3, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3287

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Sarah Anderson

AGENDA ITEM:

IMCare Provider Participation Agreement with CS West Dental dba Deer River Dental

BOARD ACTION REQUESTED:

Authorize IMCare Director and County Board Chair to sign the contract between IMCare and CS West Dental dba Deer River Dental, a dental provider.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Previously reviewed and approved.

SUPPORTING DOCUMENTATION:

1. Provider Participation Agreement 2020 - 10.01.17
2. CS West Dental signed PPA

10/03/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 10/10/2023 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 3, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3288

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Sarah Anderson

AGENDA ITEM:

IMCare Provider Participation Agreement with Partners in Recovery, LLC dba Partners in Behavioral Healthcare

BOARD ACTION REQUESTED:

Authorize IMCare Director and County Board Chair to sign the contract between IMCare and Partners in Recovery, LLC dba Partners in Behavioral Healthcare, a behavioral health and substance use disorder provider.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Previously reviewed and approved.

SUPPORTING DOCUMENTATION:

1. Provider Participation Agreement 2020 - 10.01.17
2. Partners in Recovery signed PPA

10/03/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 10/10/2023 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 3, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3271

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Kory Johnson

AGENDA ITEM:

City of Keewatin Cooperative Maintenance Agreement

BOARD ACTION REQUESTED:

Approve the Cooperative Maintenance Agreement with the City of Keewatin and provide the necessary signatures.

BACKGROUND:

The City of Keewatin and Itasca County have a Cooperative Maintenance Agreement dating from 1994. The contract details the responsibilities of each party. We were able to meet with the City in Spring of 2023 and September of 2023 to discuss updating the agreement. Major changes will be the County completing the snow and ice control on the County Roads within Keewatin as well as street sweeping in Spring and Fall. The County will no longer provide the city with Salt/Sand, which was the 1994 agreement for their snow and ice control services.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. COOPERATIVE ROAD MAINTENANCE AGREEMENT KEEWATIN - 2023 SIGNED

10/03/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 10/10/2023 2:30 PM
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COOPERATIVE ROAD MAINTENANCE AGREEMENT

CITY OF KEEWATIN AND ITASCA COUNTY

This AGREEMENT is made and entered into by and between Itasca County, hereinafter referred to as the "County," and the City of Keewatin, Minnesota, acting by and through its City Council, hereinafter referred to as the "City."

WITNESSETH:

WHEREAS pursuant to Minnesota Statutes Section 162.17 and 471.59 Subd. 1a, the County and the City desire to enter into an agreement relating to the shared maintenance of the County State Aid Highway within the city limits of the City of Keewatin; and

WHEREAS the County and City will perform shared maintenance of the following County State Aid Highways (CSAH) and County Road located within the corporate City limits:

County State Aid Highway 16: From TH 169 to CSAH 82 (0.46 miles).

County State Aid Highway 82: From TH 169 extending North and East to county line (1.04 miles).

County Road 571: from TH 169 to end (0.69 miles)

WHEREAS the total CSAH mileage for the shared maintenance under this Agreement is 1.5 miles and the total County Road mileage for shared maintenance under this agreement is 0.69 miles. (See Exhibit A.)

IT IS, THEREFORE, MUTUALLY AGREED AS FOLLOWS:

ARTICLE 1.0 – DEFINITION OF RESPONSIBILITIES

SECTION 1.0 - THE COUNTY IS RESPONSIBLE FOR THE FOLLOWING

SNOW AND ICE CONTROL – The County shall clear snow and ice from the roadway and apply a salt or salt sand mixture pursuant to the county snow removal policy on the roadways listed in this agreement.

PAVEMENT REPAIR – The County shall preserve the road surface to include pothole repair and surface treatments.

SNOW REMOVAL - The County and City shall jointly perform snow removal activities by truck hauling snow from county state aid highways within the city limits. The County will provide trucks and operators for the snow removal operation.

STORM SEWER – The County shall be responsible to maintain storm sewer (ditches, culverts, sediment traps, catch basins, castings and manholes) within the county state aid highway and county road right-of-way to ensure the continued and free flow of storm water. Maintenance of shared storm sewer infrastructure outside the county right-of-way will be a combined cooperative maintenance effort.

TRAFFIC MARKINGS – The County will paint centerline and edge line markings through a county wide pavement markings contract.

TRAFFIC SIGNS – The County will maintain traffic signs within county right-of-way in accordance with the Itasca County Traffic Signing policy.

STREET SWEEPING – The County is responsible for spring and fall street sweeping.

SECTION 2.0 - THE CITY IS RESPONSIBLE FOR THE FOLLOWING

SNOW REMOVAL - The County and City shall jointly perform snow removal activities by truck hauling snow from county state aid highways within the city limits. The City will provide a front end loader and operator for the snow removal operation.

STORM SEWER – Maintenance of shared storm sewer infrastructure outside the county right-of-way will be a combined cooperative maintenance effort.

SIDEWALKS – The City shall maintain sidewalks and keep reasonably free from snow, ice, dirt and walking hazards. This includes replacement and repair of concrete sidewalk.

STREET SWEEPING – The City shall sweep streets as needed or in pursuant to a City maintenance policy.

TRAFFIC MARKINGS – The City shall install and maintain crosswalk or curb markings pursuant to a City maintenance policy.

BOULEVARD TREES – All maintenance, removal or replacement of boulevard trees is the responsibility of the City.

STREETLIGHTS – The City is responsible for the street lighting facilities and the maintenance of the system. The County may consider incorporating lighting system replacements in future state aid projects if they are state aid eligible costs.

ARTICLE 2.0 – GENERAL PROVISIONS

SECTION 1.0 - INSPECTION OF PERFORMED MAINTENANCE

Authorized representatives of the County and City will jointly inspect the involved County State Aid Highways periodically during the life of this Agreement. The purpose of such inspections is to determine if the routine maintenance is in accordance with the terms of this agreement.

SECTION 2.0 – ROAD CLOSURES

The City may close roads listed in this agreement to travel as necessary for the repair or installation of City infrastructure within county right-of way. The City must obtain a permit from the County before such repairs or installation, except for extraordinary emergencies.

SECTION 3.0 - CITY FAILURE TO ADEQUATELY MAINTAIN

If the City fails to perform any of the routine maintenance according to the terms of this Agreement, the County may reduce the amount payable to the City by either an amount judged to be fair and equitable for such routine maintenance or if the County performs such routine maintenance, by the actual cost of the maintenance performed by the County in accordance with this Agreement.

SECTION 4.0 - EXTRAORDINARY MAINTENANCE

The City is not required to do any extraordinary maintenance, construction or reconstruction under this Agreement. If the City is willing to perform extraordinary maintenance and the County Engineer approves such performance, the parties to this Agreement must enter into a separate agreement. No expenses may be incurred on the extraordinary maintenance prior to the full execution of such an agreement.

SECTION 5.0 - CONSTRUCTION OR RE-CONSTRUCTION PROJECTS

No construction or re-construction projects are authorized under this agreement. If the County or City wish to propose construction improvements to the CSAH described in this agreement, the County and City shall enter into a separate Cooperative Construction Agreement prior to performing any construction or re-construction work within limits of the CSAH described herein. Any construction or re-construction work performed by either the County or City prior to an executed Cooperative Construction Agreement

shall be at the sole cost of the party performing the work and no payment or reimbursement will be made for the constructed improvement.

SECTION 6.0 – CLAIMS

Each participating County and City shall be liable for its own acts to the extent provided by law, and each participating County and City hereby agrees to indemnify, hold harmless and defend the others, their officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees, which the others, their officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act of omission of the participating County and City, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement.

All employees of the City and all other persons employed by the City in the performance of maintenance covered under this agreement shall not be considered employees of the County. All claims that arise under the Worker's Compensation Act of the State of Minnesota on behalf of the employees while so engaged and all claims made by any third parties as a consequence of any act or omission on the part of the employees while so engaged in maintenance covered under this agreement shall in no way be the obligation or responsibility of the County.

Likewise, all employees of the County and all other persons employed by the County in the performance of maintenance covered under this agreement shall not be considered employees of the City. All claims that arise under the Worker's Compensation Act of the State of Minnesota on behalf of the employees while so engaged and all claims made by any third parties as a consequence of any act or omission on the part of the employees while so engaged in maintenance covered under this agreement shall in no way be the obligation or responsibility of the City.

To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minnesota Statutes, Section 471.59, Subd. 1a, provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.

ARTICLE 3.0 - PAYMENT

SECTION 1.0 - DETERMINATION OF PAYMENT AMOUNT

No payment will be made for maintenance of sidewalks, streetlights, traffic markings or boulevard trees as described in Article 1, Section 2 of this agreement.

No payment will be made to the City for work not specified in this agreement unless approved by the county prior to work is performed.

SECTION 2.0 - PAYMENT

The County or City shall pay upon receipt of invoice for material purchases and approved work.

ARTICLE 4.0 – TERMS OF AGREEMENT

SECTION 1.0 - TERMINATION OF AGREEMENT

This Agreement may be terminated by either party with a 30 day prior written notice to the other party. In the event of such termination, the City will be entitled to payment for routine maintenance it has performed according to the terms of this Agreement prior to such termination or the County will be entitled to reimbursement of monies paid to the City based on the date of termination prorated to the total year.

SECTION 2.0 - AMENDMENTS TO AGREEMENT

This Agreement may be amended at any time by execution of an amendment to this Agreement by the same entities that executed the original agreement.

SECTION 3.0 – SURVIVAL OF AGREEMENT

This Agreement shall remain in full force and effect from the date of signatures until amended or otherwise terminated.

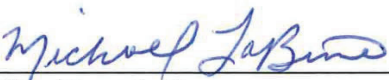
SECTION 4.0 - AGREEMENT APPROVAL

Before this agreement shall become binding and effective, it shall be approved by City Council and County Board and receive approval of County and City officers as the law may provide.

Recommended by County Engineer	Date
--------------------------------	------

Itasca County Board Chairman	Date
------------------------------	------

Clerk to the County Board	Date
---------------------------	------

	9-14-23
City of Keewatin Mayor	Date

	9-14-23
City of Keewatin Clerk	Date



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 3, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3273

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Karin Grandia

AGENDA ITEM:

2022 Unorganized Township Bill

BOARD ACTION REQUESTED:

Approve the transfer of funds in the amount of \$1,500,000 from the Unorganized Township road and bridge accounts to the County Road and Bridge fund for road maintenance costs in Unorganized Townships.

BACKGROUND: In September of 2020, the County Board adopted a new Unorganized Township Road and Bridge policy which outlines how road maintenance costs on the unorganized township system would be reimbursed to the County Road and Bridge fund. The policy states that a maximum reimbursement amount is set in the annual budget. The following year, the Transportation Department will provide a list of actual costs for the system and create a bill for the transfer of funds. Any amount over the budgeted amount will be covered by the County Road and Bridge fund.

2023 Budgeted Revenue Amount:	\$1,500,000.00
2022 Actual Expenditures:	\$2,045,054.42

Since expenditures were above the budgeted amount, the entire \$1,500,000 should be transferred to the County Road and Bridge fund.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Unorganized Township Road Policy
2. 2022 UTWP Maintenance Costs for Board

10/03/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 10/10/2023 2:30 PM
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ITASCA COUNTY POLICIES & PROCEDURES Transportation Department	EFFECTIVE DATE: 9/8/2020	POLICY #:
	RBA #: 2020- 904	BOARD APPROVAL DATE: 9/8/2020 Format Updates:
	REFERENCES:	
SUBJECT: Unorganized Township Road Policy		

Unorganized Township Road Policy

The following policy has been established to provide guidelines and procedures for funding unorganized township road and bridge maintenance and improvements.

Background:

1. Itasca County has by resolution 2016-64 adopted December 13, 2016, designated a network of roads as unorganized township roads.
2. Itasca County received special legislation in 1999 through Chapter 115 – S.F. 1012, which states “Notwithstanding Minnesota Statutes, section 163.06, subdivision 4, the road and bridge fund tax money collected from unorganized townships in Itasca County need not be set apart in separate funds for each township. Notwithstanding Minnesota Statutes section 163.06, subdivision 5, road and bridge fund tax money that is collected from the various unorganized townships may be expended by the Itasca County board in any of the unorganized townships in the County”.

Funding Areas:

Although the special legislation allows for the revenues from unorganized township road and bridge levies to be combined into one fund and to be spent in any unorganized township, there remains a need to better utilize those funds in a manner which best serves the area in which those funds are collected. Unorganized Townships with similar geographical and functional characteristics have been divided into six Sub-Areas as shown on the attached map.

Accounting:

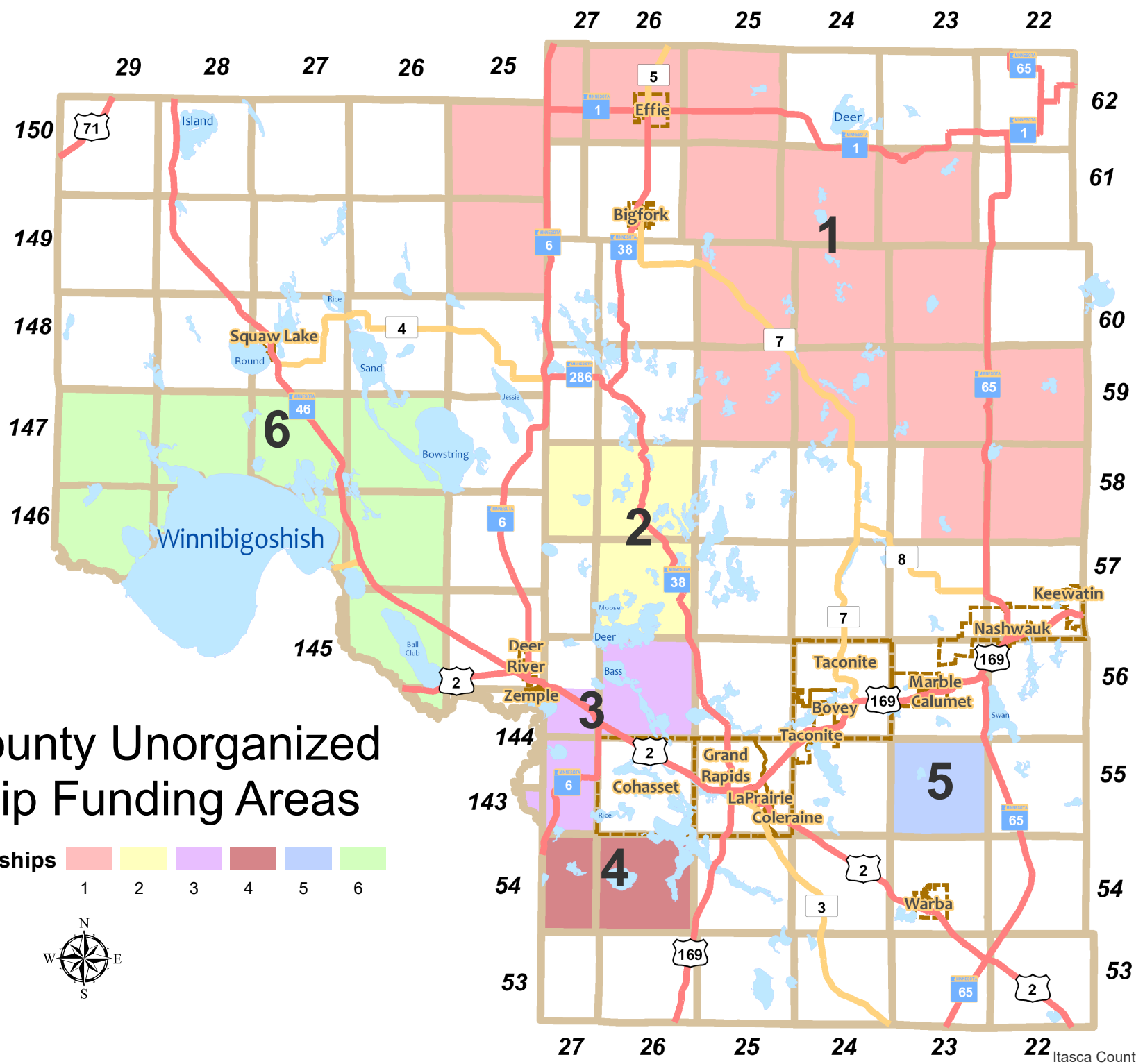
1. The unorganized township road and bridge fund tax capacity rate for each unorganized township shall be made equal and be set annually by the Itasca County Board.
2. The County Board will set an annual budget for the unorganized township maintenance expenses. The Transportation Department will determine the actual costs to the UT System after year-end and create a bill for transfer of

funds. The bill will not exceed the budget amount, with any additional costs being covered by the County Road and Bridge fund.

3. Funds in the UT System that are not utilized for maintenance, will be held for construction projects, established through the five-year plan.
4. The Auditor Treasurer's office will create new accounting codes, one for each funding area, and move monies from the individual unorganized township funds to their appropriate funding area. From that point forward, incoming taxes and fees, and outgoing reimbursements and expenses will be kept by funding area. The cumulative total of the funds available for the UT System will not go below zero. If the UT fund is depleted, continued maintenance will be funded by the County road and bridge fund.

Itasca County Unorganized Township Funding Areas

Unorganized Townships 1 2 3 4 5 6



Itasca County Transportation Department

Unorganized Township 2023 Billing for 2022 Costs

Unorganized Township Costs for 2022	\$ 2,045,054.42	
Bill to Unorganized Township	\$ 1,500,000.00	73.35%
County Portion of Unorganized Road Costs	\$ 545.054.42	26.65%

Date: 9/19/2023

Time: 10:31 am

Fringe Benefits Included Total Class

From: 1-0-2022

Through: 13-9999-2022

ITASCA COUNTY HIGHWAY DEPARTMENT

Summary of Road Program Maintenance Costs

Account	Description	Account Code	Program 40 Through 50	Cost/Mile
11-0000	ROUTINE MAINTENANCE		1,357,744.66	4,648.22
12-0000	REPAIRS AND REPLACEMENTS		240,240.02	822.46
13-0000	BETTERMENTS		150,282.56	514.49
14-0000	SPECIAL WK-DUST CTL&ENG		141,043.44	482.86
	Allocated Expense		1,889,310.68	6,468.03
	Unallocated Expense		140,030.50	479.39
	Adjustment to Equalize Depreciation		15,713.24	53.79
Total Expense			2,045,054.42	7,001.21
Total No of Miles			292.1000	
Proration Percent			17.662 %	

UTWP Costs by Section		
Section	2022 for 2023 Certified	Amount
A	123.90	655,093.41
B	29.48	155,868.88
C	47.37	250,458.23
D	31.20	164,962.99
E	16.75	88,561.86
F	35.00	185,054.64
	283.70	1,500,000.00



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 3, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3274

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Karin Grandia

AGENDA ITEM:

Sponsor Resolution for Feeley Township LRIP Application

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Resolution of Support from Sponsoring Agency, which indicates that Itasca County agrees to act as the sponsor/fiscal agent for an application for funding from the Local Road Improvement Program (LRIP), as requested by Feeley Township.

BACKGROUND:

The LRIP has a program called the Local Road Improvement Program and Townships can apply for funds to improve local roads. The maximum grant amount is \$1.5 million. The funds can only be used for capital construction costs and townships must pay for all project development costs including, but not limited to, engineering, permitting and right-of-way. Additionally, the Township must agree to cover all costs in excess of the grant amount.

Townships are required to have their local County act as a sponsor and fiscal agent for the project.

Feeley Township is applying for LRIP funds to rehabilitate Shallow Lake Road from Highway 2 to South Shallow Lake Road. The road is paved and the bituminous has reached the end of its useful life and needs to be rehabilitated.

The Township has passed a resolution committing to the project and agreeing to cover any costs not covered by the LRIP grant.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Feeley Resolution 2023-01

10/03/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 10/10/2023 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 3, 2023

RESOLUTION

RE: RESOLUTION OF SUPPORT FROM SPONSORING AGENCY

WHEREAS, Local Road Improvement Program (LRIP) funds are available for local agency projects meeting Routes of Regional Significance or Rural Road Safety criteria; and

WHEREAS, non state aid cities and townships must have a county sponsor to apply for LRIP funding; and

WHEREAS, Feeley Township has requested that Itasca County Sponsor its application for the rehabilitation of a portion of the Shallow Lake Road from Highway 2 to South Shallow Lake Road; and

WHEREAS, Feeley Township understands that it will be responsible for all costs not covered by LRIP funding including all engineering and right of way costs and any construction costs over the funding cap.

NOW THEREFORE BE IT RESOLVED, that the County of Itasca hereby agrees to act as a sponsor/fiscal agent for the application from Feeley Township for LRIP funding for the rehabilitation of a portion of the Shallow Lake Road.

FEELEY TOWNSHIP

RESOLUTION #2023-01

**Resolution Approving 2023 Local Road Improvement Program (LRIP) Funding
Application to the Minnesota Department of Transportation (MnDOT) for Shallow Lake
Road Improvements**

WHEREAS, Shallow Lake Road Improvement Project (i.e. Project) includes upgrades to Shallow Lake Road from Hwy 2 to the intersection of South Shallow Lake Road and a farm to market route, and

WHEREAS, Shallow Lake Road serves as a paved thoroughfare providing a route of regional significance including access to Shallow Lake and a connection between a trunk highway and a county road (Highway 2 and County Road 72), and

WHEREAS, Shallow Lake Road is currently in need of safety improvements to address road deterioration due to improper design and construction, and

WHEREAS, Feeley Township has had Ryan Sutherland from the Itasca County Engineer Department to conduct core samples to determine an improper base is the cause to the deterioration in the road, and

WHEREAS, Over the past 5 years, Feeley Township has invested \$58,000 into temporary improvements to address the road's poor conditions including cracks and potholes due to weathering, usage and an improper base, and

WHEREAS, The existing roadway requires heavy yearly maintenance,

WHEREAS, The MnDOT has solicited grant applications for funding administered through the LRIP, which targets routes of regional significance, and

WHEREAS, The grant requires the township to work with Itasca County to act as a sponsor for the Feeley Township LRIP funding application and the associated Project development, and

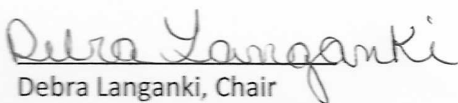
WHEREAS, Itasca County is supportive of the proposed Project, and

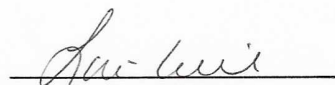
WHEREAS, The proposed year for the said Project construction is 2024, and

NOW THEREFORE, BE IT RESOLVED BY THE TOWN BOARD OF THE TOWNSHIP OF FEELEY, MINNESOTA:

1. Supports the upgrade of Shallow Lake Road to address safety concerns and road surface deterioration.
2. Supports the preparation and submission of the 2023 LRIP funding application to advance the improvements of Shallow Lake Road.
3. Provides assurance that the Feeley Township will pay costs associated with the Project and Feeley Township staff will ensure that all aspects of the LRIP funding requirements are met and the Project's schedule is followed.

ADOPTED by the board on this 13th day of September 2023.


Debra Langanki, Chair


Attest: Lori Gill, Clerk



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 3, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3282

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Cindy Shevich

AGENDA ITEM:

Easement for Recreational Trail Use

BOARD ACTION REQUESTED:

Approve easement granted to the County of Itasca, for the purposes of allowing, construction, maintenance and unobstructed passage by the general public using the Trail for recreational uses, over and across that part of Township 150, Range 29, as described in the attached Easement.

BACKGROUND:

This easement is for recreational uses by the general public.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Recreational Trail Ease Boundary Co

10/03/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 10/10/2023 2:30 PM
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RECREATIONAL TRAIL EASEMENT

THIS RECREATIONAL TRAIL EASEMENT, entered into this ____ day of _____, 2023; between Boundary Company, a Minnesota Corporation hereafter called “Grantor” and the County of Itasca, hereinafter called the “County”.

The County is aiding in the re-route of the recreational trail (“the Trail”), a trail for recreational purposes which provides significant scenic and natural recreation opportunities; and

Grantor is the owner of the following described premises situated in County of Itasca, Minnesota (herein referred to as “the premises”):

The Northeast Quarter of Section 27, the Southeast Quarter, Section 22, the Southwest Quarter of the Northeast Quarter, Section 22 and the Southwest Quarter of Section 15, all in Township 150, Range 29.

The County wishes to acquire from Grantor a Recreational Trail Easement across the premises; and Grantor is willing to grant and convey to the County a Recreational Trail Easement on the terms and conditions set forth herein:

Grantor for One dollar (\$1.00) and in consideration of the covenants and promises hereinafter made to be observed and performed by the County, hereby licenses and permits the County, only insofar as Grantor has a legal right to do so, to construct, maintain, operate, repair and use a right-of-way easement across the above described premises. Grantor hereby conveys to the County a Recreational Trail Easement across the premises described above, more particularly described in Exhibit A, attached hereto and made a part hereof, for the purposes of allowing

construction, maintenance and unobstructed passage by the general public using the Trail for recreational uses.

Road construction and maintenance activities under such easement shall not exceed 33 feet in width without written approval by Grantor. All roadway construction and maintenance desired by the Grantee shall be the responsibility of the Grantee without any cost to the Grantor. Any merchantable timber cut by the Grantee on the above mentioned right-of-way will be paid for by the Grantee at prevailing timber prices.

The County shall, prior to its use and occupancy of the premises, obtain all licenses and permissions from the proper public authorities.

The County agrees not to assign this Recreational Trail Easement without first obtaining the written consent of Grantor. However, it is understood and agreed that the Trail to be constructed on the premises shall be open to general public use.

The County agrees that it will not cause the premises to be subject to any mechanics', laborer's, materialmen's liens or claims, in any manner arising from or growing out of any work operations conducted upon or in connection with the premises, or any part thereof.

Grantor grants this Recreational Trail Easement and the County accepts this Recreational Trail Easement for the purpose of allowing public use of the easement premises without charge for recreational purposes within the meaning of Minn. Stat. 604A.20 through Minn. Stat 604A.27, together with the municipality's immunities pursuant to Minn. Stat. 466.03 and 466.04 or any other defense or statutory immunity available to either party, with the intention that Grantor and the County shall thereby be immune from liability in accordance with said statutes.

This Recreational Trail Easement and each and all of the provisions hereof shall extend to, be binding upon, and inure to the benefit of the respective successors and assigns of the parties hereto, subject, however, to the prohibition on the County assigning this Recreational Trail Easement except with Grantor's express permission. This Recreational Trail Easement constitutes the entire agreement of the parties as to the subject matter hereof, and it supersedes any prior or contemporaneous oral or written understandings or agreements. This Recreational Trail Easement may not be amended or modified except by writing executed by the parties hereto.

Dated this _____ day of _____, 2023.

By: _____
Randolph B. Rajala

By: _____
John A. Rajala

(Signature)

(Signature)

Its: President
(Type of authority)

Its: Vice-President
(Type of authority)

STATE OF MINNESOTA)
)ss
COUNTY OF ITASCA)

This instrument was acknowledged to before me this ____ day of _____, 2023, by Randolph B. Rajala, as President and by John A. Rajala, as Vice President of Boundary Co., a Corporation under the laws of Minnesota.

(Notary Seal)

Notary Public

Itasca County, Minnesota

By: _____
Burl Ives, Chairperson
Itasca County Board of Commissioners

Brett Skyles
County Administrator

State of Minnesota)
)ss
County of Itasca)

On this _____ day of _____, 2023, Burl Ives, Chairperson Itasca County Board of Commissioners and Brett Skyles, County Administrator, appeared before me, a notary public for the County of Itasca, State of Minnesota.

(Notary Seal)

Notary Public, Itasca County

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 3, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3283

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Sara Thompson

AGENDA ITEM:

Recreational Trail License with L&M Fleet Supply

BOARD ACTION REQUESTED:

Approve the Recreational Trail License Agreement by and between L&M LaPrairie Holdings, LLC and Itasca County for the Driftskippers Grant-in-Aid Snowmobile Trail and authorize necessary signatures.

BACKGROUND:

The "Thru Town" Driftskipper Snowmobile Trail runs from Hwy 2 north to the "Old Rainbow Inn" lot that was purchased by L&M Fleet Supply last year. Through discussions with their representative, the Club, and Itasca County, a request was made for a Recreational Trail License agreement for the designated snowmobile trail in place of the landowner's permission form. We provided them with our attorney's approved Recreational Trail License in place with Mesabi Metallica. They agreed and signed the document.

County Attorney has reviewed: Land/L&M Fleet Supply/Old Rainbow Inn/Recreation Trail Lic. Agmt. (0063270)

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. L&M Fleet Supply Recreational Trail License

10/03/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 10/10/2023 2:30 PM
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RECREATIONAL TRAIL LICENSE AGREEMENT

THIS RECREATIONAL TRAIL LICENSE AGREEMENT is made and entered into this 18th day of September, 2023 (the "effective date"), by and between L & M LAPRAIRIE HOLDINGS LLC, hereinafter called the "Licensor", and ITASCA COUNTY, MINNESOTA, hereinafter called "Licensee".

WITNESSETH

WHEREAS, Licensor has certain ownership rights in the premises more particularly described in Exhibit "A" attached hereto and forming part of this agreement (the "Licensor's Premises"); and

WHEREAS, Licensee is interested in developing a grant-in-aid recreational snowmobile trail on, over, through, and across part of the land described on Exhibit A and as depicted on Exhibit B.; and

WHEREAS, Licensee has requested permission to construct, maintain, repair, and operate a sixteen foot (16') wide trail through and across the Licensor's Premises for the purpose of constructing, maintaining, repairing and operating the grant-in-aid recreational snowmobile trail.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter made, to be observed and performed by the Licensee, Licensor hereby licenses to the Licensee, only insofar as Licensor has a legal right to do so, to construct, maintain, operate, and repair a sixteen foot (16') wide trail across the Licensor's Premises in the approximate location of the trail marked in red on the map of the Licensor's Premises attached hereto as Exhibit "B", and forming part of this agreement and, subject to all of the provisions hereinafter set forth, for a period of twenty (20) years from the effective date hereof, subject to Licensor's rights of termination as hereinafter provided, it being understood and agreed, however, that the Licensee shall not, by virtue hereof, acquire, and this License does not grant to the Licensee, any right, title or interest, legal or equitable, in the licensed premises except as specifically granted herein.

1. The license herein is made expressly subject to all existing rights-of-way occupied or granted upon, over or across the Licensed Premises and to all other public and private rights existing

in and to the Licensed Premises as of the date hereof, and to the following reservations, restrictions, limitations and conditions:

- a. The Licensee shall only use the Licensed Premises solely for the purposes herein set forth and for no other purposes whatsoever and, except as provided in section 2(b) and 2(c) of this agreement, the Licensee shall not grant to others the right to use the Licensed Premises, or any part thereof, without the prior written consent of the Licensor.
 - b. This License shall not be construed to be a covenant on the part of the Licensor for quiet enjoyment, it being understood that the Licensor undertakes to grant this permission only to the extent of its interest in and to the said premises, as the same may appear, and only insofar as it has the legal right to do so; and
 - c. It is understood that the Licensee shall, prior to its use and occupancy of the Licensed Premises, obtain all necessary licenses and permissions therefore from the proper public authorities, and the said use and occupancy thereof and all operations hereunder shall be conducted in strict compliance with all laws applicable thereto and with all rules and regulations promulgated, adopted and published by any commission or other governmental body having authority in the matter.
2. The Licensee, in consideration of the license granted herein, covenants and promises as follows:
- a. To exercise the license in a suitable and proper manner and at no cost and expense to the Licensor. Licensee agrees that it shall without cost to Licensor (except as Licensor may voluntarily contribute) be responsible for all necessary maintenance work upon the Licensed Premises, policing the Licensed Premises and keeping the same in a neat and orderly condition. Licensor shall have no responsibility for the condition of the trail on the Licensed Premises or for policing the safe and proper use of the grant-in-aid recreational snowmobile trail.
 - b. To post such directional and informational signs on the Licensed Premises in a manner consistent with signage guidelines found in the MN DNR "Trail Planning, Design, and Development Guidelines" manual as hereafter amended. Licensee shall have the right to layout, mark, develop, improve and maintain the grant-in-aid recreational snowmobile trail within the Licensed Premises; to make topographical changes for the necessity and convenience of constructing the grant-in-aid recreational snowmobile

trail; to post signs marking the Licensed Premises; to manage vegetation, through selective planting or removal of trees or plant species; and to designate any and all the aforementioned rights to the duly organized non-profit organizational club(s) designated through the Minnesota Trails Assistance Program (commonly known as Grant-in-Aid program).

- c. To allow members of the general public access to and use of the Licensed Premises without charge for snowmobile trail riding.
- d. To protect the Licensed Premises and to keep the title free and clear of and from any and all mechanics', laborers', materialmen, or other liens, claims, clouds and encumbrances in any manner arising from or growing out of any use or occupancy of or any work or operation conducted upon or in connection with the Licensed Premises, or any part thereof, by or on behalf of Licensee.
- e. Not to assign this License or any of the privileges herein granted without the prior written consent of the Licensors except that the Licensee may allow use of the trail by others solely for the purposes allowed under this Recreational Trail License.

3. Licensors and Licensee also agree as follows:

- a. Licensors grant this License and Licensee accepts this License for the purpose of allowing public use of the Licensed Premises without charge for recreational purposes within the meaning of Minn. Stat. Sec. 604A.20 through Minn. Stat. Sec. 604A.27, with the intention that Licensors and Licensee shall thereby be immune from liability in accordance with said sections.
- b. Subject to the provisions and liability limitations of Minnesota statutes chapter 466.04 now or as hereafter amended and other applicable law and statutes, without intending to waive either party's statutory immunity from liability under Minn. Stat. Sec. 604A.20 through Minn. Stat. Sec. 604A.27, Licensee agrees to assume and hereby does assume, as between Licensee and Licensors, any and all liability for injury to or death of persons and loss or destruction of or damage to property, including said Licensed Premises, in any manner arising from or growing out of or alleged to have arisen from or grown out of the occupation, entry, and use of the Licensed Premises, or any part thereof, by or under Licensee, however such injury, death, loss, destruction or damage may occur or be caused, and to make good any damage to the property of the Licensors resulting from the entry, occupation and use, authorized or not, of the

Licensed Premises or any part thereof by or under Licensee, it being the intent and purpose of this License that no additional risk or liability is assumed by the Licensor;

- c. Subject to the provisions and liability limitations of Minnesota statutes chapter 466.04 now or as hereafter amended and other applicable law and statutes, Licensee agrees to release, discharge, protect, indemnify, save and hold harmless the Licensor of and from any and all claims, demands, suits, actions, causes of actions, damages, losses, recoveries, judgments, costs and expenses whatsoever, which shall or may be caused or occasioned by or result from any use or occupancy of the licensed premises by or under Licensee;
- d. Licensee agrees to release and discharge the Licensor of and from any and all claims for damages to or destruction of the said Licensed Premises, or any part thereof, in any manner caused by or under the Licensor, whether the same be due to the negligence of the Licensor, its officers, representatives, agents or employees, or otherwise, or arising from any other cause whatsoever.
- e. Licensor and Licensee agree that Licensee's obligation under this Recreational Trail License to release, discharge, protect, indemnify, save and hold harmless Licensor shall not apply where Licensor has willfully taken action to cause injury so as to deprive the parties of the statutory immunity from liability afforded by Minn. Stat. Sec. 604A.20 through Minn. Stat. Sec. 604A.27.
- f. This Section 3 shall not be construed so as to create any liability on the part of the Licensee or the Licensor for which either of them would otherwise be immune from liability, or be subject to limitations of liability, under applicable Minnesota Statutes.
- g. Notwithstanding any other provision of this Recreational Trail License, Licensee's liability to Licensor shall be limited as provided in this Paragraph 3(h).

Licensee shall procure and maintain liability and umbrella liability insurance, naming Licensor as an additional insured, with limits of \$1,000,000 per person, \$1,000,000 per occurrence, and umbrella liability coverage of \$5,000,000. The total liability, in the aggregate, of Licensee, its officers, employees, agents, and any of them, to Licensor and anyone claiming by, through or under Licensor, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the recreational trail project which is the subject of this Recreational Trail License,

from any cause or causes, including but not limited to the negligence, errors, omissions, strict liability or breach of contract or warranty express or implied of Licensee or Licensee's officers, employees or agents or any of them, shall not exceed the total insurance proceeds paid on behalf of or to Licensee by Licensee's insurers in settlement or satisfaction of claims of Licensor or third parties, or any of them, under the terms and conditions of Licensee's insurance policies applicable thereto. If no insurance coverage is provided with respect to a claim, then the total liability, in the aggregate, of Licensee and Licensee's officers, employees, agents, and any of them, to Licensor and anyone claiming by, through or under Licensor, for any and all such uninsured claims shall not exceed \$1,000,000.

4. At any time, in Licensor's sole and exclusive discretion, for any reason or no reason, and at Licensor's convenience, Licensor may terminate this Recreational Trail License, as to the whole or any part of the Licensed Premises, by providing Licensee with 12 months (365 days) days' advance written notice of intent to terminate, and, upon the expiration of said 12 months (365 days), this Recreational Trail License and any and all rights and privileges granted hereunder shall terminate. Termination of this Recreational Trail License for any reason whatsoever shall not relieve Licensee from any of Licensee's responsibilities, liabilities or obligations arising out of actions or events occurring prior to the effective date of such termination. Any delay on the part of Licensor in enforcing any of the provisions of this Recreational Trail License shall not constitute a waiver by the Licensor of its rights hereunder; and a waiver by the Licensor of a default shall not be deemed a waiver of any subsequent default of the Licensee.
5. Upon receiving notice from Licensor of Licensor's intent to terminate this Recreational Trail License for the whole or any part of the Licensed Premises, Licensee, at its own cost and expense, shall, as promptly as possible, but in any event within ninety (90) days after receiving the Licensor's notice of intent to terminate, remove all property and material which Licensee has, under this Recreational Trail License or otherwise, erected, constructed or placed upon the Licensed Premises and Licensee shall restore and leave the same in a neat and proper condition. Should the Licensee, for any reason whatsoever, fail within the ninety (90) day period to remove any of said property and material from the Licensed Premises, then and in that event, the Licensor, without further notice to the Licensee, shall have the right to cause the Licensed Premises to be placed in such neat and proper condition at the cost and expense

of the Licensee or Licensors may appropriate said property and material to its own use without compensation to the Licensee or to any other party, and Licensee hereby agrees to reimburse and pay the Licensors for any and all loss, cost, and expense so sustained and incurred.

6. Whenever it is necessary or proper to deliver upon either party to this License a written notice or other instrument, delivery thereof shall be binding upon such party if sent by registered or certified mail, properly addressed to such party at its last known business office, which, in the absence of written notice to the contrary, shall be understood to be:

As to Licensors: L & M LaPrairie Holdings LLC
 Attn: Erik Andersen
 PO BOX 280
 Grand Rapids, MN 55744

As to Licensee: Itasca County Board of Commissioners
 123 NE 4th Street
 Grand Rapids, MN 55744

AND

Itasca County Land Department
1177 LaPrairie Avenue
Grand Rapids, MN 55744

Such notice shall be effective upon the date of mailing or the date of personal delivery, as the case may be.

7. This License and all of the terms and provisions hereof shall extend to inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have each caused this instrument to be duly executed as of the day and year first above written.

Dated this 18th day of September, 2023.

LICENSOR – L & M LAPRAIRIE HOLDINGS LLC

[Signature]
Authorized Representative of Licensor

Print name: Erk Andersen

Print title: Chief Financial Officer

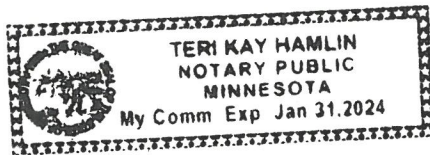
STATE OF MINNESOTA)

) ss

COUNTY OF ITASCA)

This instrument was acknowledged before me this 18 day of September, 2023 by

(S E A L)



[Signature]
Notary Public

Itasca County, Minnesota

By _____
Chairperson
Itasca County Board of Commissioner

By _____
Itasca County Administrator

State of Minnesota)

)ss

County of Itasca)

On this _____ day of _____, 2023, Chairperson Itasca County Board of Commissioners and Brett Skyles, County Administrator, appeared before me, a notary public for the County of Itasca, State of Minnesota.

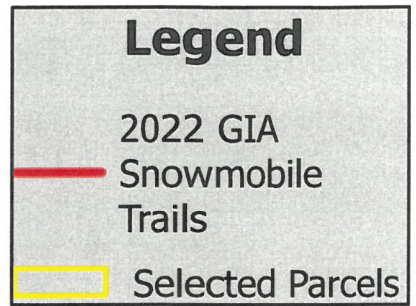
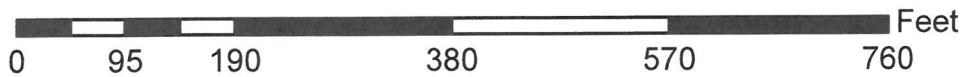
**EXHIBIT A: RECREATIONAL TRAIL LICENSE
L&M LAPRAIRIE HOLDINGS LLC PARCEL LIST**

	<u>Parcel Number</u>	<u>Acres</u>	<u>Section</u>	<u>Township/ Range</u>	<u>LEGAL DESCRIPTION</u>
1	93-480-0056	1.9	22	T55N R25W	LOT 6 LESS HWY R/W
2	93-022-2200	1.5	22	T55N R25W	NW NW S OF HOOLIHAN'S ADD TO GR LESS A TRACT OF LAND IN NW NW DESC AS FOLLOWS: THE POB BEING A POINT ON THE N BOUNDARY OF NW NW A DIST OF 960 FT E OF THE SECTION CORNER COMMON TO SECTIONS 15, 16, 21 & 22; TH S 1 DEG 25' 30" W A DIST OF 566.42 FT TO THE NLY ROW OF HWY 169; TH N 66 DEG 10' E ALG SAID ROW A DIST OF 356.94 FT; TH N 9 DEG 06' 30" W A DIST OF 427.35 FT TO N BOUNDARY OF NW NW; TH W ALG N BOUNDARY A DIST OF 244.5 FT TO POB
3	93-022-2200	.7	22	T55N R25W	NW NW S OF HOOLIHAN'S ADD TO GR LESS A TRACT OF LAND IN NW NW DESC AS FOLLOWS: THE POB BEING A POINT ON THE N BOUNDARY OF NW NW A DIST OF 960 FT E OF THE SECTION CORNER COMMON TO SECTIONS 15, 16, 21 & 22; TH S 1 DEG 25' 30" W A DIST OF 566.42 FT TO THE NLY ROW OF HWY 169; TH N 66 DEG 10' E ALG SAID ROW A DIST OF 356.94 FT; TH N 9 DEG 06' 30" W A DIST OF 427.35 FT TO N BOUNDARY OF NW NW; TH W ALG N BOUNDARY A DIST OF 244.5 FT TO POBSE NE
4	93-022-2300	1	22	T55N R25W	SW NW LESS S 300FT & LESS N 60FT OF S 360FT OF W 60FT & LESS N 422FT OF S 722FT OF E 958FT & LESS THAT PART OF THE NORTHWEST QUARTER, DESCRIBED AS FOLLOWS: BEGINNING AT THE SE CORNER OF LOT 4, PLAT OF HOOLIHAN'S ADD TO GR; TH S 23 DEG 18' 35" E, BEARING ASSUMED, A DIST OF 790.54' TO INTERSECT THE NLY LINE OF AN EASEMENT AS PER DOC #243423; TH N 89 DEG 30' 28" W, ALG SAID NLY LINE A DIST OF 437.61'; TH N 23 DEG 18' 35" W, A DIS OF 616.27' TO THE SW CORNER OF LOT 3 OF SAID PLAT; TH N 89 DEG 31' 10" E, ALG THE SLY LINE OF SAID LOT 3 A DIST OF 5.80'; TH N 66 DEG 41 MIN 25" E, A DIST OF 394.90' TO THE POB.
5	93-022-2300	14.9	22	T55N R25W	SW NW LESS S 300FT & LESS N 60FT OF S 360FT OF W 60FT & LESS N 422FT OF S 722FT OF E 958FT & LESS THAT PART OF THE NORTHWEST QUARTER, DESCRIBED AS FOLLOWS: BEGINNING AT THE SE CORNER OF LOT 4, PLAT OF HOOLIHAN'S ADD TO GR; TH S 23 DEG 18' 35" E, BEARING ASSUMED, A DIST OF 790.54' TO INTERSECT THE NLY LINE OF AN EASEMENT AS PER DOC #243423; TH N 89 DEG 30' 28" W, ALG SAID NLY LINE A DIST OF 437.61'; TH N 23 DEG 18' 35" W, A DIS OF 616.27' TO THE SW CORNER OF LOT 3 OF SAID PLAT; TH N 89 DEG 31' 10" E, ALG THE SLY LINE OF SAID LOT 3 A DIST OF 5.80'; TH N 66 DEG 41 MIN 25" E, A DIST OF 394.90' TO THE POB.

EXHIBIT B:
Parcel Description and Trail Location
for Grant-in-Aid Snowmobile Trail



Date Created: 9/6/2023





**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 3, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3280

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Eric Villeneuve

AGENDA ITEM:

HHS Advisory Committee Meeting Minutes

BOARD ACTION REQUESTED:

Accept the Minutes of the September 14, 2023 HHS Advisory Committee Meeting.

BACKGROUND:

Informational

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. ICHHSAC Minutes 09-14-2023

10/03/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 10/10/2023 2:30 PM
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MINUTES
HEALTH & HUMAN SERVICES ADVISORY COMMITTEE (HHSAC)
Thursday, September 14, 2023
Virtual Teams Meeting / Itasca Resource Center / Room 122

Members Present:	Lester Kachinske Lloyd Adams Dan Seward Sarah Anderson	Daniel Miesle Dave Holmbeck Kevin Glass Cheryl Lemler
Members Absent:	Brandi Worrath Hailey Cortese Roxan Hawkins	Chris Jenkins - E Angela Baratto - E Trisha Zimmerman - E
Others Present:	Eric Villeneuve Brenda Oberg	Ginger Parlanti Sara Sundquist-Castle - NCC

Call to Order:

The meeting was called to order by Co-Chair Lloyd Adams at 12:15 pm.

Approval of May 11, 2023, Minutes:

A motion was made by Dan Miesle and seconded by Sarah Anderson to approve the May 11, 2023, minutes. Motion carried.

Additions/Corrections to Agenda:

There were no additions or corrections to the agenda.

Eric Villeneuve, Director:

Public Health Update: Ginger Parlanti, Public Health Supervisor, announced Naesa Myers is the new Public Health Director and will be starting on September 25th. Flu clinics will be starting at the beginning of October. You can also receive a flu vaccine within the community at your local pharmacy, clinic, or Public Health. Covid is currently low in our county. There is an updated Covid vaccine that is coming out, reach out to your local provider or pharmacy if you're interested. Public Health, currently, has not ordered any Covid vaccines. The Covid vaccines are now covered under your insurance and if you do not have insurance, there are alternate ways to get coverage. Eric shared Kelly Chandler's last day at Itasca County was August 28th and she served over 20 years in Itasca County Public Health and we wish her well. Naesa is coming over from Grand Itasca, prior to that she was a Public Health nurse in the agency and has a passion for Public Health. Lastly, Public Health has an Americore person working until end of July, helping review data and determine any gaps in mental health for the teen and college age individuals.

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IMCare Update:

Sarah stated they are busy working on contracting. The CMS contract is approved for 2024 and are in the process of contracting with DHS with the hope of having it wrapped up by early October. IMCare is working on implementing all the 2023 legislative changes such as new benefits, new benefit limits, definition of services etc. IMCare is continuing to work on the Itasca County Health Equity collaborative, engaging with different community partners and providers and holding quarterly meetings focusing on setting goals on how to improve health equity in our community and county.

Legislative Update:

Eric stated groups are just getting together to discuss priorities for 2024. A more detailed update to follow at our next meeting.

Budgets:

Eric stated they are currently working with the county board setting budgets for 2024. The budget started off at 13.25% over last year, it's approximately at 10% and the board has until September 26th to set the proposed levy. Budget meetings will continue until that time.

HHSAC Subcommittee Reports:

AMHAC: Dan updated they had a peer-provider speak at their September meeting. He shared his story with the group and found that becoming a peer support specialist helped in his recovery. The group also discussed Samaritan and transportation issues to Keisler Wellness Center and will continue to work on educating Samaritan on why this transportation is needed for their treatment. Meetings take place the 1st Tuesday of every month at Noon at Keisler Wellness Center, all are welcome to attend, lunch is provided.

ICCOA:

Lloyd stated Committee on Aging continues to meet monthly. This consists of 12 clubs that meet January to November. The committee participated in the Health Fair at the YMCA on August 2nd as well as the County Fair in the Triad booth. Tax Aid will be starting leader training in December and volunteers in January. At this time, looking at doing the scan method (same as last year) at the United Methodist Church. If anyone is interested in helping, they are always looking for volunteers. A question was asked on looking for a new location, Lloyd stated as of this time they are still looking.

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September 14, 2023

Provider Updates:

Northland Counseling – Sara was sitting in for Angie and had no updates at this time.

Elder Circle – No update provided.

First Call for Help – No update provided.

Other:

Eric stated at our November meeting, we should have a better idea where legislative platforms are heading. We also should have Naesa, Public Health Director, attending our meeting, as well as an update on the budget.

Kootasca and ISD 318 childcare moved out of the Itasca Resource Center this summer, end of June. The YMCA is moving in and will be doing 6 classrooms of child care here. The goal is to start mid-September but they are waiting on the go ahead from the state.

The Itasca County Jail is set to open in January 2024.

The Veterans CRT team received a life saving award. They are the only CRT team in the state that has a Veterans team. It was awesome to see them recognized for that. The CRT used to service about 2 veterans and they do about 70 now.

The next meeting is November 9, 2023.

Adjournment:

There being no further business to come before the Advisory Committee, a motion was made by Cheryl Lemler seconded by Dave Holmbeck to adjourn the meeting at 12:45 pm. Motion passed.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 3, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2802

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
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 3, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3286

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: Chair

AGENDA ITEM:

Potential Schedule Change for November

BOARD ACTION REQUESTED:

Discuss a potential schedule change for the November 7, 2023 Work Session due to elections.

BACKGROUND:

The Auditor/Treasurer's office is requesting the use of the Boardroom due to election duties for special elections relative to School Districts 317, 318, and 319 at the Courthouse on Tuesday, November 7, 2023, which is also the date of a scheduled County Board Work Session.

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

- * The board meeting could be held in another room in the Courthouse; however, holding the board meeting in another room would not allow the option of live-streaming the meeting, which is the typical practice. The Boardroom is the only room set up with ICTV equipment allowing for the meeting to be streamed live.
- * The board meeting could be cancelled. As this is a Work Session meeting, cancelling the meeting should have little impact on any action needed.
- * The board meeting could be rescheduled to another date/time during the week. In consultation with ICTV, it seems rescheduling the meeting to Wednesday, November 8, 2023 is an option; however, we would have to rearrange some scheduled meetings to make this work.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

Motion To: Reschedule the Tuesday, November 7, 2023 County Board Work Session to Wednesday, November 8, 2023 at 2:30 PM in the Itasca County Boardroom.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Casey Venema

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 3, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3289

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: Chair

AGENDA ITEM:

Potential Schedule Change for December

BOARD ACTION REQUESTED:

Discuss a potential schedule change for the December 5, 2023 Work Session due to attendance of the AMC Annual Conference.

BACKGROUND:

There are 3 Commissioners registered to attend the Association of Minnesota Counties (AMC) Annual Conference being held December 4-6, 2023 in Minneapolis, MN.

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

* The board meeting could be cancelled. As this is a Work Session meeting, cancelling the meeting should have little impact on any action needed.

* The board meeting could be rescheduled to another date/time during the week. In consultation with ICTV, it seems rescheduling the meeting to Thursday, December 7, 2023 is an option if the meeting is concluded no later than 3:45 p.m. The Boardroom is available on Thursday, December 7; however, it is recommended that the meeting be held earlier in the day to allow sufficient time for preparation of the next meeting if this option is selected.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

Motion To: Cancel the Tuesday, December 5, 2023 County Board Work Session due to lack of a quorum.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Burl Ives
AYES:	Cory Smith, Burl Ives, Casey Venema
ABSENT:	Terry Snyder, John Johnson



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 3, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3291

DEPARTMENT: Administrative Services

TIME REQUESTED: 10 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Grand Village Management Services Agreement

BOARD ACTION REQUESTED:

Approve agreement between Itasca County and Ebenezer for management services provided at Grand Village, subject to County Attorney approval, and authorize necessary signatures.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. EMSI Mgmt Admin Svcs Agreement - Grand Village - Clean

10/03/2023

RESULT:	RECOMMENDED FOR REGULAR	NEXT: 10/10/2023 2:30 PM
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MANAGEMENT SERVICES AGREEMENT

THIS MANAGEMENT, ADMINISTRATIVE, AND NURSING SERVICES AGREEMENT (this "**Agreement**") is made and entered into as of October 1, 2023 ("**Effective Date**"), by and between Itasca County, a political subdivision of the State of Minnesota, d/b/a Grand Village ("**Owner**"), and Ebenezer Management Services, Inc., a Minnesota corporation ("**Ebenezer**") (each individually referred to as a "**Party**" and collectively referred to as the "**Parties**").

RECITALS:

- A. Owner owns and operates a Medicare-certified skilled nursing facility/nursing home (the "**Facility**") located at 923 Hale Lake Pointe, Grand Rapids, MN 55744, and holds the license required to operate the Facility as a nursing home ("**NH License**") pursuant to Minnesota Statutes Chapter 144A ("**Chapter 144A**") and related rules, regulations, and other Minnesota Department of Health guidance (together with Chapter 144A, "**NH Requirements**").
- B. Ebenezer has experience in the management of and provision of services in nursing homes in compliance with Legal Requirements (as defined herein) and Owner desires to retain the services of Ebenezer to manage the Facility.
- C. This Agreement reflects the understanding of the Parties with respect to the operation and management of the Facility and the respective responsibilities of Owner and Ebenezer.

NOW THEREFORE, in consideration of the premises, which are incorporated herein by this reference and made part of this Agreement, and the mutual covenants and agreements contained herein, the Parties agree as follows:

ARTICLE 1

Operation of the Facilities

1.1 Provision of Management Services. Beginning on October 1, 2023 (the "**Commencement Date**"), Ebenezer shall be the property manager for the Facility and provide the management, administrative, and other services described in Exhibit 1.1, which is hereby incorporated in this Agreement (collectively referred to as the "**Services**"). The Parties may mutually agree to change the nature and/or scope of the Services through a written amendment to Exhibit 1.1 signed by both Parties pursuant to Section 4.1.

1.2 Nursing Home Administrator.

(a) **Qualified Individual.** Ebenezer will provide a duly licensed individual to meet the applicable NH Requirements for a licensed nursing home administrator for Facility ("**Administrator**"). The Administrator shall be subject to the prior written approval of Owner, such approval not to be unreasonably withheld. Under Ebenezer's supervision, the Administrator will oversee day-to-day operation of the Facility and execution of policies governing the Facility's operation; provided, however, that neither Ebenezer nor Administrator will be responsible for the acts or omissions of Facility Staff, Owner's responsibilities with respect to Facility Staff, or the responsibilities or obligations of Owner hereunder.

(b) **Reporting.** The Administrator shall provide monthly financial statements for the Facility to Owner by the 20th of each month and shall provide such other briefings and reports to Owner regarding the operations of the Facility as may be reasonably requested from time to time.

(c) **Resolution.** If Owner is dissatisfied with the performance of the Administrator, Owner shall bring its concerns to the attention of Ebenezer. Owner and Ebenezer shall work together in good faith to resolve such concerns provided, however, that this provision shall in no way impair Owner from seeking contractual, equitable or other legal actions if there is a default under this Agreement.

(d) **Training.** Ebenezer shall ensure that the Administrator complete trainings and continuing education requirements, including but not limited to a background check prior to training, in accordance with Legal Requirements.

1.3 Owner's Employees; Staffing Levels; Limitation of Liability.

(a) **Facility Staff.** Except as provided in Section 1.2, all personnel providing Services on-site at the Facility will be employees or contractors of Owner ("Facility Staff"), and not Ebenezer, and shall be subject to Owners personnel policies. As employer of the Facility Staff, Owner shall be solely responsible for all expenses related to the employment of Facility Staff, including but not limited to all compensation, benefits, payroll taxes, and other costs and expenses related to Facility Staff.

(b) **Staffing Levels.** Each of Owner and Ebenezer acknowledges that the NH Requirements or other applicable law may require that certain staffing levels be maintained at the Facility, and Owner and Ebenezer will consult in good faith with respect to such requirements in order to provide for compliance therewith in the most efficient manner possible; provided, however, that Owner will be solely responsible for recruiting and hiring Facility Staff sufficient to meet the NH Requirements and applicable law.

(c) **Limitation of Liability.** Ebenezer is not responsible for the acts or omissions of any of Owner's other contractors or any subcontractors or any employees of Owner, or any persons representing Owner performing any services for or in connection with the Facility, or any consultants or other persons engaged by Owner with respect thereto. For the avoidance of doubt, Ebenezer shall not be considered, and shall have no liability as, an employer, joint employer, or co-employer of any Facility Staff under this Agreement.

1.4 Quality and Compliance with Law and Policies; Licenses, Registrations, and Permits.

Ebenezer shall use its commercially reasonable best efforts to provide the Services and operate the Facility: (a) in a manner that efficiently makes quality Services available to the Facility's residents and patients (collectively "**Residents**"); (b) in compliance with all applicable federal, state, and local laws, rules, and regulations including, but not limited to, all applicable regulations and guidelines issued by the Minnesota Departments of Health and Human Services (collectively "**Legal Requirements**"); (c) in compliance with reasonable policies and procedures with respect to the Facility and the quality of care to Residents, as shall be developed and established from time to time by Ebenezer with the input and approval of Owner; and (d) in conformity with recognized standards of care for Medicare-certified nursing homes in the State of Minnesota. Notwithstanding the existence of this Agreement or any provision therein, Ebenezer shall at all times remain

responsible for the management, control, and operation of the Facility in compliance with Legal Requirements.

Owner shall obtain and maintain the NH License, the Medicare certification and provider agreement for the provision of the Services, and any and all building related licenses and permits as may be required for the operation of the Facility. Ebenezer will provide reasonable assistance to Owner in obtaining and renewing such regulatory approvals.

1.5 Vendor Contracts

(a) **Vendor Contracts on Behalf of Owner.** Ebenezer shall have the authority to enter into contracts, leases, and agreements with vendors and service providers (“Vendors”) on behalf of Owner as agent for Owner (“Owner Vendor Contracts”), except as otherwise expressly authorized by Owner in writing, as may be required in the ordinary course of business for the supply, operation, maintenance, sales, marketing, and service of the Facility (including but not limited to food procurements, trash removal, pest control, lawn care/snow removal and elevator maintenance) and to pay the costs of all such services when due as an Operating Cost (as defined herein) to be paid from the Operating Account (as defined herein). Each Owner Vendor Contract shall:

(i) be terminable by Owner (or Ebenezer on behalf of Owner) upon no more than 60 days prior written notice and by Owner upon the sale of the Facility or termination of this Agreement;

(ii) provide that Vendor shall indemnify and hold Owner, and all officers, members, directors, employees, and agents of Owner harmless from any and all costs, expenses, attorneys’ fees, suits, liabilities, judgments, damages, and claims arising in connection with the services provided by Vendor; and

(iii) provide that Vendor shall maintain, at Vendor’s sole cost and expense, with commercially reasonable policy amounts, occurrence based comprehensive general liability insurance insuring against claims for death, bodily injury or property damage, workers’ compensation insurance, and such other coverage as Owner (or Ebenezer on behalf of Owner) may reasonably request, and that Vendor shall provide evidence of such coverage promptly upon request by Owner (or Ebenezer on behalf of Owner).

(b) **Vendor Contracts Entered into by Ebenezer.** Ebenezer shall have the authority to enter into contracts, leases, and agreements on its own behalf as may be required in the ordinary course of business for the supply, operation, maintenance, sales, marketing, and service of the Facility (including but not limited to food procurements, trash removal, pest control, lawn care/snow removal and elevator maintenance) and to pay the costs of all such services when due as an Operating Cost (as defined herein) to be paid from the Operating Account (as defined herein).

1.6 Government Agencies. In the event Ebenezer receives notice or has knowledge of a government inquiry or investigation regarding any of the Facility’s operations, Ebenezer shall notify Owner in writing of such inquiry or investigation as soon as reasonably possible, but in no event more than two (2) business days after receiving notice or knowledge of the inquiry or investigation, and shall provide Owner with a deficiency report and corrective action plan within thirty (30) days or such earlier date as Ebenezer may submit a corrective action plan to the

government agency making the inquiry or conducting the investigation. Ebenezer shall not communicate with any federal, state, or local government agency regarding any such inquiry or investigation on behalf of Owner without the express written consent of Owner or unless otherwise required by law.

1.7 Auditing Performance. Ebenezer shall, with the input and approval of Owner, develop Resident outcome measurements and customer satisfaction surveys. Ebenezer shall document and perform Resident outcome measurements and customer satisfaction surveys related to the operations of the Facility. Ebenezer shall share the results of such performance activities with Owner no less than annually, or more frequently if required by applicable Legal Requirements.

1.8 Confidentiality of Resident Records. All health related information and/or data concerning specific Residents (including, but not limited to, the identity of the specific Residents), derived from or obtained during the course of the Parties' duties under this Agreement, shall be treated as confidential so as to comply with all applicable state and federal laws and regulations and with such Ebenezer and Owner policies regarding confidentiality of Resident records and information as have been provided to one another at least thirty (30) days prior to becoming effective, and shall not be released, disclosed, or published to any party other than as required or permitted under applicable laws or policies. The Parties specifically acknowledge and agree that medical information and/or data concerning specific Residents, which is defined as "Protected Health Information" ("PHI") under the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder, as amended from time to time ("HIPAA"), will be collected, maintained, released, disclosed and/or published in compliance with all applicable HIPAA privacy and security standards regarding the collection, maintenance, release, disclosure or publication of PHI.

1.9 Budget for Facility; Operating Costs. No later than August 1st of each year, Ebenezer shall prepare an annual operating and capital budget for the Facility for the following fiscal year ("Budget"). Such Budget shall not be effective until approved by Owner, which approval shall not be unreasonably withheld. In the event a new Budget is not approved by the end of the preceding fiscal year, Ebenezer shall operate within the budget in effect for the prior fiscal year with expenses adjusted as to expenses in a percentage equal to any increase in the Consumer Price Index relative to the greater Minneapolis-St. Paul metropolitan area. Ebenezer shall provide Services consistent with the Budget. In the event of a material variance from the Budget as approved by Owner, Ebenezer shall work with Owner in good faith to address the issues raised; provided, however, that working in good faith shall not require Ebenezer to perform services or acts not otherwise required of it under this Agreement. Any changes to a Budget during a fiscal year previously approved by Owner shall require Owner approval, which approval shall not be unreasonably withheld.

All costs related to the operation of Facility as provided in this Agreement, as may be reasonable and necessary to obtain and maintain Facility's compliance with Legal Requirements ("**Operating Costs**") shall be the responsibility of Owner and paid from the Operating Account (as defined herein), and may be included in the Budget or otherwise reasonably be agreed to between the Parties. Notwithstanding anything in this Agreement to the contrary, Ebenezer shall have the authority to pay for Operating Costs required to maintain compliance with all Legal Requirements without Owner approval.

1.10 Billing; Operating Account. To the extent permitted pursuant to any third-party payor agreements and to the extent consistent with applicable Legal Requirements, Owner shall have the right and responsibility to determine the fees for all services provided at the Facility. Ebenezer, on Owner's behalf, shall bill and collect from Residents and any third-party payors any amount for, or in connection with, monthly rent and any services provided to Residents. Ebenezer shall deposit all amounts and payments received from Residents and non-governmental sources into an account established by Owner with a national or state institution qualified to engage in the banking or trust business ("**Operating Account**") separate from Ebenezer's personal and/or corporate account. If required by a lender with respect to the Facility, all payments received from governmental sources shall be deposited in a separate account or accounts approved by such lender.

ARTICLE 2

Payment of Fees and Expenses

2.1 Ebenezer Fees. Owner shall pay Ebenezer the Management and Services Fee, the Regulated Services Fee, and the Culinary Services Fee (together, the "**Ebenezer Fees**") provided for in Exhibit 2.1, which is hereby incorporated in this Agreement.

2.2 Administrator Expenses. As employer of the Administrator, Ebenezer shall be solely responsible for payment of all expenses related to the employment of the Administrator (the ("**Administrator Expenses**"), including but limited to salary, paid time off, health and other employee insurance expenses, other fringe benefit expenses, payroll taxes, applicable withholdings, bonus compensation, incentive compensation, retirement plan expenses, unemployment compensation, severance and other termination of employment expenses and settlements, workers' compensation expenses, independent contractor and staffing pool expenses, and travel expenses, but Owner shall be responsible for reimbursing Ebenezer, on a pay-period basis, for the Administrator Expenses as provided for in Exhibit 2.2, which is hereby incorporated in this Agreement. The Administrator Expenses are in addition to the Ebenezer Fees due Ebenezer under this Agreement and are Operating Costs. If agreed by the Parties, mutually agreed upon estimates for Administrator Expenses may be used with periodic year-to-date reconciliations to the actual Administrator Expenses not less than annually. Owner shall pay the Administrator Expenses to Ebenezer on a pay-period basis from the Operating Account which shall have sufficient funds to pay the Administrator Expenses and other Operating Costs. Ebenezer shall be authorized to access the Operating Account for use in meeting the Administrator Expenses and other Operating Costs, all in accordance with the then current Budget or as otherwise approved in writing by Owner. Ebenezer shall provide Owner with an invoice reflecting the amount to be withdrawn for each per period Administrator Expenses payment.

ARTICLE 3

Term and Termination

3.1 Term; Renewal. The term of this Agreement ("Term") shall start on the Commencement Date and shall continue for a period of three (3) years (the "**Initial Term**") and shall thereafter continue for up to three (3) additional one (1) year terms (each a "**Renewal Term**") if Owner provides written notice to Ebenezer at least 210 days prior to the end of the Initial Term or any Renewal Term, subject to Ebenezer's right to decline such renewal by providing written notice of

declination to Owner at least 180 days prior to the end of the respective Initial Term or any Renewal Term, unless the Agreement is otherwise terminated pursuant to Section 3.2.

3.2 Termination. This Agreement shall terminate as follows:

- (a) By mutual written agreement of the Parties;
- (b) By either Party upon the filing of a petition in bankruptcy by the other Party;
- (c) Either Party may terminate this Agreement for any reason, with or without cause, by providing written notice of termination to the other Party no later than 180 days preceding the proposed date of termination;
- (d) By Ebenezer, upon written notice to Owner, for Owner's failure to pay the Ebenezer Fees, Administrator Expenses (or both), or such other Operating Costs required to obtain or maintain compliance with Legal Requirements (whether or not agreed to by Owner) in accordance with the terms and conditions of this Agreement, if (i) such failure to pay the Ebenezer Fees has not been cured by Owner within thirty (30) days of Ebenezer's written notice of termination for non-payment or such failure to pay the Administrator Expenses or (ii) such other Operating Costs as may be required to obtain or maintain compliance with Legal Requirements has not been cured within fourteen (14) days of Ebenezer's written notice of termination for nonpayment;
- (e) By Owner, upon written notice to Ebenezer, for Ebenezer's failure to observe or perform any material covenant, agreement, term, or provision hereof, or otherwise to fail to provide the Services in accordance with this Agreement, if such failure has not been cured by Ebenezer within sixty (60) days of Owner's written notice of termination for failure to provide the Services;
- (f) At the option of either Party, upon thirty (30) days' prior written notice to the other Party in the event Owner determines to sell the Facility or a majority interest therein to a party that is not an affiliate of Owner, and either such purchaser does not wish to continue to retain Ebenezer as manager of the Facility or Ebenezer does not wish to continue as the manager of the Facility, or in the event that a casualty or condemnation of the Facility occurs that impairs either the Owner's or Ebenezer's business objectives; and
- (g) Notwithstanding anything to contrary in this Agreement, Owner may terminate this Agreement at any time by giving Ebenezer written notice of termination following the occurrence of one or more of the following events:
 - (1) the commission of fraud or embezzlement by Ebenezer, including its employees or agents, in carrying out its duties under this Agreement; or
 - (2) the event of gross negligence or intentional misconduct of Ebenezer, its contractors, employees, or agents, in the provision or carrying out of nursing services to Residents
 - (3) licensing action by the Minnesota Department of Health or other regulatory agency suspending or terminating Owner's license.

(h) Notwithstanding any provision of this paragraph 3.2 to the contrary, this Agreement shall be terminable upon such other notice period as shall be required by any lender with respect to the Facility.

3.3 Effect of Termination. Upon termination of this Agreement for any reason:

(a) Neither Party shall have any further obligation under this Agreement except for (i) payment obligations accruing prior to the date of termination; and (ii) other covenants that expressly or by operation of law extend beyond the termination of this Agreement.

(b) For a period of one (1) year after the date of termination of this Agreement, Owner shall not solicit (except by way of general advertisement) the services of individuals employed at the date of termination as the Administrator(s).

(c) Promptly upon termination, Ebenezer shall turn over all books, records, access information, budgets, marketing plans, and other information necessary for Owner to successfully continue operation of the Facility or transition management, excluding Ebenezer's proprietary policy books and manuals, resident electronic medical records, and personnel records (unless appropriate resident and/or personnel authorizations have been provided). Owner shall reimburse Ebenezer for all copying expenses, including Administrator time, for providing any copies requested by Owner, which shall be considered an Operating Expense.

**ARTICLE 4
Miscellaneous**

4.1 Amendments. This Agreement and the Exhibits may be amended only upon the mutual written consent of the Parties.

4.2 Independent Contractors. Ebenezer is always serving as an independent contractor to Owner. Nothing in this Agreement shall be construed to make or render either Party or any of its officers, agents, or employees an employee of, or joint venture of or with the other for any purpose whatsoever.

4.3 Responsibility for Payment of Taxes. Neither Party shall treat employees of the other Party as an employee for any reason, including, but not limited to, the Federal Unemployment Tax Act, the Social Security Act, the Workers' Compensation Act and any federal or state income tax laws or regulations mandating the withholding of income taxes at the source of compensation payment. Each Party shall be solely responsible for payment of all employment and/or applicable federal and state income taxes with respect to its own employees.

4.4 Indemnification.

(a) **Owner's Indemnification Obligations.** Owner shall indemnify, defend and hold harmless Ebenezer and its owners, directors, officers, employees and affiliates (collectively, the "**Ebenezer Indemnified Parties**") from and against any loss, liability, claim, cost, damage or expense, including reasonable attorneys' fees, an Ebenezer Indemnified Party may directly or indirectly incur or suffer to the extent caused by: (i) Owner's operation of the Facility prior to the Commencement Date; (ii) Owner's negligence in its performance pursuant to this Agreement on

or after the Commencement Date; (iii) Owner's willful misconduct; (iv) any misrepresentation in any of the representations and warranties of Owner contained in this Agreement or in any of the exhibits, schedules, certificates or other documents delivered or to be delivered by or on behalf of Owner pursuant to the terms of this Agreement or otherwise referenced or incorporated in this Agreement; (v) Owner's violation of, or failure to comply with, any federal, state, or local laws or regulations or contractual obligation with respect to Facility Staff or with respect to Owner's performance pursuant to this Agreement; (vi) the acts or omissions of Owner's employees, contractors, affiliates, or agents in the provision of services to residents in the Facility; (vii) any allegation or finding that any Facility Staff is an employee, co-employee, joint employee, or agent of Ebenezer; and (viii) any breach of any agreement or covenant of Owner in this Agreement or in any exhibits, schedules, certificates or other documents delivered or to be delivered by or on behalf of Owner pursuant to the terms of this Agreement or otherwise referenced or incorporated in this Agreement, provided the Ebenezer Indemnified Parties tender defense of any claim subject to Owner's indemnity in sufficient time to avoid prejudice to Owner for handling by counsel of Owner's selection and reasonably acceptable to the Ebenezer Indemnified Parties. The terms of this section shall survive the termination, expiration, non-renewal, or rescission of this Agreement.

(b) **Ebenezer's Indemnification Obligations.** Ebenezer shall indemnify, defend and hold harmless Owner and its owners, directors, officers, employees and affiliates (collectively, the "**Owner Indemnified Parties**") from and against any loss, liability, claim, cost, damage or expense, including reasonable attorneys' fees, an Owner Indemnified Party may directly or indirectly incur or suffer to the extent caused by: (i) Ebenezer's negligence in providing the Services or in its performance of any covenants under this Agreement on or after the Commencement Date; (ii) Ebenezer's willful misconduct; (iii) any misrepresentation in any of the representations and warranties of Ebenezer contained in this Agreement or in any exhibits, schedules, certificates or other documents delivered or to be delivered by or on behalf of Ebenezer pursuant to the terms of this Agreement or otherwise referenced or incorporated in this Agreement; and (iv) any breach of, or failure to perform, any agreement or covenant of Ebenezer in this Agreement or in any exhibits, schedules, certificates or other documents delivered or to be delivered by or on behalf of Ebenezer pursuant to the terms of this Agreement or otherwise referenced or incorporated in this Agreement, provided the Owner Indemnified Parties tender defense of any claim subject to Ebenezer's indemnity in sufficient time to avoid prejudice to Ebenezer for handling by counsel of Ebenezer's selection and reasonably acceptable to the Owner Indemnified Parties. The terms of this section shall survive the termination, expiration, non-renewal, or rescission of this Agreement.

4.5 Entire Agreement. This Agreement and the Exhibits attached hereto represent the entire agreement and understanding of the Parties hereto with respect to the subject matter hereof, and all prior and concurrent agreements, understandings, representations and warranties with respect to such subject matter, whether written or oral, are and have been merged herein and superseded hereby.

4.6 Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute a single instrument.

4.7 Records Retention; Review and Audit. Ebenezer shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent vendor of services similar to the type provided by Ebenezer hereunder and shall maintain such records for at least six (6) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. Owner shall have the right to audit and review all such documents and records directly related to Ebenezer's provision of services under this Agreement at any time during Ebenezer's regular business hours or upon reasonable notice. These records are subject to examination, duplication, transcription and audit by the Owner and either the Legislative or State Auditor pursuant to Minnesota Statute § 16C.05, subd. 5.

4.8 Notices. Any notice required or permitted hereunder shall be given by email, by personal delivery upon an authorized representative of a Party hereto, by United States registered or certified mail, return receipt requested, postage prepaid, or by deposit cost paid with a reputable overnight courier, properly addressed as follows:

If to Owner: County Administrator
123 NE 4th Street
Grand Rapids, MN 55744

With a copy to: Deputy Clerk
County Board
123 NE 4th Street
Grand Rapids, MN 55744

If to Ebenezer: Ebenezer Management Services, Inc.
Attn: President
7505 Metro Boulevard, Suite 100
Edina, MN 55439
Email: jonathan.lundberg@fairview.org

All notices shall be deemed given three (3) business days following deposit in the United States mail with respect to certified or registered letters, one (1) business day following deposit if delivered to an overnight courier guaranteeing next day delivery, and on the same day if sent by personal delivery or email. Attorneys for each Party shall be authorized to give notices for each such Party. Any Party may change its address for the service of notice by giving written notice of such change to the other Party, in any manner above specified.

4.9 Use of Name.

(a) Ebenezer shall not use the names or trademarks of Owner or of any of Owner's affiliated entities in any advertising, publicity, endorsement, or promotion unless such use is in furtherance of its duties pursuant to this Agreement or unless Owner has provided prior written consent for the particular use contemplated.

(b) Owner shall not use the names or trademarks of Ebenezer or of any of Ebenezer's affiliated entities in any advertising, publicity, endorsement, or promotion unless Ebenezer has provided prior written consent for the particular use contemplated.

4.10 Confidential Information.

(a) **Ebenezer's Confidential Information Obligations.** In the course of performance under this Agreement, Ebenezer may have access to certain confidential information belonging to Owner, including but not limited to, trade secrets, policies, procedures, operating manuals, utilization and quality assurance programs, software, marketing techniques, contractual arrangements, price lists, pricing policies, and other business and financial information, and if written, marked or otherwise designated on the first page thereof with the legend "Confidential" (collectively, "**Owner Confidential Information**"). Ebenezer shall maintain the confidentiality of all such Owner Confidential Information and shall not divulge such information to any third parties, except as otherwise provided for under this Agreement and under law. Ebenezer shall take reasonable precautions against disclosure of any Owner Confidential Information to unauthorized persons by any of its officers, directors, employees, or agents. If Ebenezer is required by law to disclose any Owner Confidential Information, then Ebenezer shall furnish only that portion of the Owner Confidential Information that is legally required, and, in the event that Owner is not a party to the action pursuant to which Ebenezer is compelled to make such disclosure of Owner Confidential Information, Ebenezer shall interpose a confidentiality defense based upon this Agreement in an effort to ensure that confidential treatment is accorded the Owner Confidential Information. Upon termination of this Agreement for any reason, Ebenezer shall cease all use of any Owner Confidential Information and shall return to Owner any copies thereof. This section shall not apply to information which is public knowledge or that becomes a matter of public knowledge after the Effective Date of this Agreement, other than because of an unauthorized disclosure by Ebenezer. The terms of this section shall survive the termination, expiration, non-renewal, or rescission of this Agreement.

(b) **Owner's Confidential Information Obligations.** In the course of performance under this Agreement, Owner may have access to certain confidential information belonging to Ebenezer, including but not limited to, trade secrets, policies, procedures, operating manuals, utilization and quality assurance programs, software, marketing techniques, contractual arrangements, price lists, pricing policies, and other business and financial information, and if written, marked or otherwise designated on the first page thereof with the legend "Confidential" (collectively, "**Ebenezer Confidential Information**"). Owner shall maintain the confidentiality of all such Ebenezer Confidential Information and shall not divulge such information to any third parties, except as otherwise provided for under this Agreement and under law. Owner shall take reasonable precautions against disclosure of any Ebenezer Confidential Information to unauthorized persons by any of its officers, directors, employees, or agents. If Owner is required by law to disclose any Ebenezer Confidential Information, then Owner shall furnish only that portion of the Ebenezer Confidential Information that is legally required, and, in the event that Ebenezer is not a party to the action pursuant to which Owner is compelled to make such disclosure of Ebenezer Confidential Information, Owner shall interpose a confidentiality defense based upon this Agreement in an effort to ensure that confidential treatment is accorded the Ebenezer Confidential Information. Upon termination of this Agreement for any reason, Owner shall cease all use of any Ebenezer Confidential Information and shall return to Ebenezer any copies thereof. This section shall not apply to information which is public knowledge or that becomes a matter of public knowledge after the Effective Date of this Agreement, other than because of an unauthorized disclosure by Owner. The terms of this section shall survive the termination, expiration, non-renewal, or rescission of this Agreement.

(c) **Data Practices Act.** Notwithstanding the foregoing or anything in this Agreement to the contrary, the parties agree that all data collected, created, received, maintained, or disseminated, or used for any purposes in the course of the Ebenezer's provision of services under this Agreement is governed by the Minnesota Government Data Practices Act (the "Act"), Minn. Stat. Ch. 13, or any other applicable state statutes and any state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy. Ebenezer agrees to abide by these statutes, rules, and regulations and as they may be amended. Ebenezer designates its Compliance Officer as its Responsible Authority pursuant to the Minnesota Government Data Practices Act, as the individual responsible for the collection, reception, maintenance, dissemination, and use of any data on individuals and other government data including summary data, pursuant to this Agreement.

4.11 Insurance.

a) **Required Insurance.** Each Party, at its sole cost and expense, shall maintain at a minimum the insurance coverages as described in Exhibit 4.11 attached hereto, which is hereby incorporated into this Agreement, except as otherwise provided in Exhibit 2.1.

(b) **General Insurance Conditions:**

(1) Each Party shall maintain in effect all insurance coverage required under this Section 4.11 with insurance companies that have an A.M. Best rating of A- and VII or better and are otherwise reasonably acceptable to the Parties. Each Party shall have the right to satisfy the insurance requirements pursuant to (i) a blanket liability insurance policy (a certificate thereof reasonably satisfactory to the other Party shall be delivered to the other Party) covering other locations in addition to the Facility, (ii) a plan of self-insurance reasonably satisfactory to the other Party, or (iii) a combination of any of the foregoing insurance programs; provided, however, that a policy of blanket liability insurance shall be specifically endorsed to cover the Facility and the coverages thereunder shall be at least as broad as the coverages required by this Agreement for insurance policies.

(2) Each Party shall provide written notice to the other Party in the event of cancellation, or a material change in insurance coverage not less than thirty (30) days in advance of such termination or immediately upon notification if less than thirty days. Certificates of Insurance, or a letter confirming self-insurance, as applicable, shall be provided to each Party by the other Party prior to the commencement of services under this Agreement. Such Certificates of Insurance, or the letter confirming self-insurance, as applicable, shall be in a form acceptable to each Party and shall provide satisfactory evidence that each Party has complied with all insurance requirements, including evidence that each Party has been added as "additional insureds" where required pursuant to Exhibit 4.11.

(3) No Party shall take any action (such as admission of liability) that might bar the other Party from obtaining any protection afforded by any insurance policy such other Party may hold or which might prejudice such other Party or its insurance carrier in the defense of a claim.

(4) Each Party shall conduct the defense of any claim, demand, or suit and shall allow its insurers to defend any claim, demand, or suit within limits prescribed by said Party's policy or policies of insurance, provided each Party tenders defense of any claim subject to the other Party's policy or policies of insurance to the other Party in sufficient time to avoid prejudice to such Party for handling by counsel of the other Party's selection that is reasonably acceptable to the tendering Party.

(5) If any coverage by a Party is provided on a "claims-made" form, such coverage shall be continued for at least three (3) years after the termination date of this Agreement.

4.12 Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party; provided, that either Party may assign this Agreement without the prior written consent of the other Party to any affiliate or other entity that controls, is controlled by, or is under common control with the first Party, and Owner shall have the right to assign this Agreement to any lender advancing funds in connection with the Facility, including but not limited to its construction, and any purchaser of the Facility, each subject to Ebenezer's right of termination pursuant to Section 3.2(f) hereof. Owner shall be permitted to make such assignment in Owner's sole and absolute discretion. Such written consent, if given, shall not in any manner relieve the assignor from liability for the performance of this Agreement by its assignee.

4.13 Authority; Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties, their successors, and assigns. Each of Owner and Ebenezer hereby represent and warrant that this Agreement has been duly approved and authorized by all necessary corporate action, as applicable, that it does not conflict with, or result in a breach of its organizational documents, and that each signatory hereto has the requisite authority to execute this Agreement.

4.14 Waiver. The failure of either Party to complain of any default by the other Party or to enforce any of such Party's rights, no matter how long such failure may continue, shall not constitute a waiver of the Party's rights under this Agreement. The waiver by either Party of any breach of any provision of this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other provision. No part of this Agreement may be waived except by the further written agreement of the Parties.

4.15 Governing Law. This Agreement and the rights and obligations of the Parties hereunder shall be governed by the laws of the State of Minnesota. The exclusive forum for actions between the Parties in connection with this Agreement are the State District Court sitting in Itasca County, Minnesota, or the United States Court for the District of Minnesota. Each Party agrees unconditionally that it is personally subject to the jurisdiction of such courts. This Agreement is made and performed in the State of Minnesota.

4.16 Rights of the Parties. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties to this Agreement and to their respective successors and assigns.

4.17 Records. Ebenezer shall maintain, for a minimum of three (3) years, adequate financial and other records for reporting to Owner. Ebenezer shall be subject to financial audit as reasonably

requested by Owner. Prior to destroying or removing any such records from its possession, Ebenezer shall notify Owner in writing.

4.18 Estoppel Certificate. Ebenezer shall execute, acknowledge and deliver to Owner, within fifteen (15) days after written request from Owner, an estoppel certificate certifying (i) that this Agreement is unmodified and in full force and effect (or if there have been modifications, that the Agreement is in full force and effect as modified and stating the modifications), (ii) the amounts of all Ebenezer Fees and Ebenezer Staff Expenses and the dates to which such amounts have been paid by Owner, (iii) whether or not Owner is in default in the performance of any covenant, agreement or condition contained in this Agreement and, if so, specifying each such default of which Ebenezer has knowledge; (iv) to the best of Ebenezer's knowledge, Ebenezer is not in default in any material respects relating to this Agreement; (v) all that all financial statements and books and records have been maintained in accordance with generally accepted accounting principles, and that they are true, accurate, and complete in all material respects; (vi) that there are no Resident deposits held by Ebenezer, except as set forth on an exhibit to the estoppel certificate; and (vii) certifying that Ebenezer has not accepted any advance rents from Residents except as set forth on an exhibit to the estoppel certificate. Any such statement delivered pursuant hereto may be relied upon by Owner, any prospective purchaser of the Facility, and mortgagee or prospective mortgagee of the Facility or of Owner's interest in either, or any prospective assignee of any such mortgagee. Ebenezer's failure to timely deliver an estoppel certificate as provided in this Section shall be a default under this Agreement.

4.20 Subordination. At Owner's request, Ebenezer shall comply with customary requirements of construction and permanent lenders that may be imposed including, but not limited to, execution of a subordination agreement(s) and assignment(s).

4.21 Disposition Fee. If Owner sells the Facility at any time during the term of this Agreement, Owner shall pay Ebenezer a disposition fee on the effective date of the sale in an amount equal to the actual costs incurred by Ebenezer in providing assistance to Owner and the purchaser in connection with such sale transaction (the "**Disposition Fee**"), provided, however, that the Disposition Fee will not exceed an amount equal to one month's Management Fee hereunder and no amount of Disposition Fee will be paid to Ebenezer if Ebenezer continues as manager for the Facility or is the purchaser of the Facility pursuant to an agreement with the purchaser on or immediately after the effective date of the sale.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have set their hands as of the Effective Date.

EBENEZER:

EBENEZER MANAGEMENT SERVICES, INC.

By: _____

Name: Todd Willett

Title: Chief Financial Officer

OWNER:

By: _____

Name: _____

Title: _____

EXHIBIT 1.1

SERVICES

- i. Manage the Facility in a commercially reasonable and businesslike manner, consistent with the Facility's annual operating and capital budgets.
- ii. Coordinate the purchase or lease of equipment and supplies necessary for the continuing operation of the Facility.
- iii. Develop and recommend appropriate quality and compliance related policies and operating procedures for the Facility for review and approval by Owner.
- iv. Keep records and books of accounts related to the business and financial affairs of the Facility for review and approval by Owner, using accounting procedures and controls and systems approved by Owner.
- v. Consult with Owner regarding the provision nursing and other services to Residents by Facility Staff.
- vi. Provide reasonable consultation to Owner in arranging for vendors to provide human resources support to Owner; provided, however, that Owner, and not Ebenezer, is solely responsible for all human resources services, including but not limited to those set forth in Schedule A to Exhibit 1.1.
- vii. Arrange for the maintenance of the Facility's equipment in good operating condition.
- viii. Consult on the maintenance of medical and other records of Residents in a manner consistent with applicable federal, state, and local law and Owner's reasonable policies and procedures.
- ix. Implement and maintain a quality assurance plan approved by Owner.
- x. Maintain and keep accurate records of all transactions undertaken by Ebenezer in connection with the business of the Facility and furnishing such information from time to time to Owner upon Owner's reasonable request or in accordance with a schedule agreed upon by the Parties from time to time.
- xi. Participate in meetings of committees or other groups associated with Owner, including but not limited to the Grand Village Board, as reasonably requested by Owner.
- xii. Assist, as requested by Owner, in the preparation of the annual operating and capital budgets for the Facility, including, without limitation, the preparation of revenue and expense assumptions for the Facility, and the submission of such assumptions, along with such other data and information as Owner may reasonably request, to Owner.
- xiii. Ebenezer shall attach the Facility to the Premier Purchasing Network through its Healthcare Purchasing Connection program.
- xiv. Ebenezer shall assist and advise Owner in the development of Owner's long-term strategic plan.

- xv. Ebenezer shall assist Owner with marketing the Facility.
- xvi. Culinary Services, as follows:

Corporate Chef services that include but are not limited to the following:

- Create menus
- Find recipes for menu items
- Menu pricing
- Monitor meal costs
- Quarterly kitchen inspections
- Conduct Chef competitions and meetings
- Help with hiring staff
- Work with vendors on pricing and contracts
- Order uniforms
- Float Chef management
- Help with special events
- Food demonstrations
- Help create inventory system
- Create and update managers guidebook
- Meet with Residents or family members to address concerns

Culinary float pool personnel are available for the following purposes:

- Special Events
- Free up Chefs to attend required classes and meetings
- Cover for vacations and illness
- Help with cleaning projects
- Give Culinary Directors time to catch up on paperwork and projects

A Corporate Dining Consultant is available for the following purposes:

- Quarterly Dining Room inspections
- Develop new and current staff through training
- Conduct in-services on server etiquette and technique
- Oversees the secret diner program
- Assists with special events

SCHEDULE A TO EXHIBIT 1.1

Examples of Human Resources-Related Functions for which Owner is Solely Responsible

- Recruitment
- Hiring
- Onboarding
- Background checks and other screening (including but not limited to license/certification verification, I-9 forms)
- New employee orientation
- Preparing and maintaining job descriptions
- Determining employee benefit plans and programs
- Benefit enrollment and administration
- Determining and paying compensation
- Payroll (including, but not limited to, payroll payments, payroll withholdings and remittances, and garnishments)
- Employee Relations
- Labor Relations, including union negotiations and interpretation and administration of union contracts
- Personnel policies
- Workers' Compensation
- Unemployment Compensation
- Employee Occupational Safety and Health programs and regulatory obligations
- Drug, Alcohol, and/or Cannabis testing
- Any applicable EEO reporting and other employment-related regulatory obligations
- Workforce Development

- Employee education, including new hire education, annual education, and other organizational development and/or learning programs
- Employee engagement surveys
- Performance evaluations
- Diversity, Equity, and Inclusion programs

EXHIBIT 2.1

Ebenezer Fees

Management and Services Fee: Owner shall pay Ebenezer monthly, in arrears, the Management and Services Fee. The Management and Services Fee shall be an amount equal to three and one-half percent (3.5%) of the Net Operating Revenue attributable to the operations of the Facility during the applicable month; provided, however, that if the Management and Services Fee calculated by that method for any month is less than Thirty Seven Thousand Five Hundred Dollars (\$37,500), then the Management and Services Fee for such month shall be Thirty Seven Thousand Five Hundred Dollars (\$37,500).

Each month's Management and Services Fee payment is due upon the later of ten (10) days of the end of the month to which the Management and Services Fee payment applies (e.g., the Management and Services Fee payment for January is due by February 10th), or within ten (10) days of Owner's receipt of Ebenezer's Management and Services Fee invoice.

For purposes hereof, "Net Operating Revenue" shall be defined as the net resident services revenue shown on the Facility's financial statements.

Regulated Services Fee: Owner shall also reimburse Ebenezer for its out of pocket reasonable costs associated with required quality, compliance, or other initiatives associated with Ebenezer's management of the Facility, and for any uninsured costs or liability associated with the provision of the Services pursuant to this Agreement. Ebenezer will reasonably estimate such costs for purposes of Budget planning. Such costs shall be paid within thirty (30) days after Owner's receipt of an invoice setting forth such costs with sufficient documentation to support the costs. Owner's obligation to reimburse Ebenezer for its fines and associated legal fees shall be limited to those circumstances in which Ebenezer is not found to have engaged in willful misconduct or negligence in the provision of the Services.

Culinary Services Fee: Owner shall also pay Ebenezer a Culinary Services Fee in the amount of One Thousand Dollars (\$1,000) per month, payable at the same time as the Management and Services Fee. The Culinary Services Fee shall reimburse Ebenezer for the Culinary Services described in Exhibit 1.1.

EXHIBIT 2.2

Administrator Expenses

The Administrator Expenses as defined in Section 2.2 shall be based upon payroll records and month-end accruals. Ebenezer shall provide Owner with such documentation supporting the calculation of the Administrator Expenses as Owner shall request.

Administrator Expenses include all items described in Section 2.2 and as further delineated herein:

- Salary and wages as reported through the payroll reporting system; categories may include non-contract, contract, overtime, temporary employment, accrued vacation/sick leave, severance and other pay.
- Employer's portion Health Insurance
- Employer's portion Dental Insurance
- Employer's portion Life Insurance
- Employer's portion Disability Insurance
- Employer's portion of Pension Contribution
- Employer's portion FICA
- Workers' Compensation
- State Unemployment
- Federal Unemployment
- Reasonable employee recognition
- Reasonable orientation and training expenses

EXHIBIT 4.11

Owner's Insurance

Type of Insurance	Description
Excess/Umbrella (may be used in combination with primary coverage to meet limit requirements)	Minimum coverage limits of \$10,000,000 each occurrence and \$10,000,000 annual aggregate.
Property	100% replacement cost coverage, including: • Building Coverage, with Special Perils coverage including Boiler Machinery • Business Income Coverage • Building Contents Coverage.
Commercial General Liability Combined Professional/General Liability	Minimum coverage limits of \$5,000,000 each occurrence and \$10,000,000 annual aggregate. Ebenezer shall be included as additional insureds. Such insurance shall include a Waiver of Subrogation in favor of Ebenezer, shall be primary, and shall not contribute with any similar insurance held by Ebenezer.
Automobile Liability	For each owned, non-owned and hired vehicle. Minimum coverage limit of \$1,000,000 per accident. Owner shall give Ebenezer written permission to utilize vehicles if such use is agreed to between the Parties. Such insurance shall include a Waiver of Subrogation in favor of Ebenezer, shall be primary, and shall not contribute with any similar insurance held by Ebenezer.
Workers Compensation	Minimum coverage limits consistent with Minnesota statutory limits
Employment Practices Liability	Minimum coverage limits of \$1,000,000 each loss and \$1,000,000 annual aggregate. All such policies shall include an extension or endorsement for third party liability.
Crime/Fidelity	Employee Dishonesty, including Third Party Client coverage. Minimum coverage limit of \$1,000,000 per occurrence.
Cyber/Information Security Liability	Minimum coverage limits of \$1,000,000 per occurrence and \$1,000,000 annual aggregate.

Employer's Liability	Minimum coverage limits of \$1,000,000 each accident; \$1,000,000 each disease/employee, and \$1,000,000 disease policy limit.
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EXHIBIT 4.11

EBENEZER'S INSURANCE

Type of Insurance	Description
Excess/Umbrella (may be used in combination with primary coverage to meet limit requirements)	Minimum coverage limits of \$10,000,000 each occurrence and \$10,000,000 annual aggregate.
Combined Professional/General Liability	Minimum coverage limits of \$5,000,000 each occurrence and \$10,000,000 annual aggregate. Owner and Facility shall be named as additional insureds. Such insurance shall include a Waiver of Subrogation in favor of Owner, shall be primary, and shall not contribute with any similar insurance held by Owner.
Workers' Compensation	Minimum coverage limits consistent with Minnesota statutory limits. Such insurance shall include a Waiver of Subrogation in favor of Owner.
Employer's Liability	Minimum coverage limits of \$1,000,000 each accident; \$1,000,000 each disease/employee, and \$1,000,000 disease policy limit.
Employment Practices Liability	Minimum coverage limits of \$1,000,000 each loss and \$1,000,000 annual aggregate. All such policies shall include an extension or endorsement for third party liability.
Crime/Fidelity	Employee Dishonesty, including Third Party Client coverage. Minimum coverage limit of \$1,000,000 per occurrence.
Automobile Liability	For each owned, non-owned and hired vehicle. Minimum coverage limit of \$1,000,000 per accident. Such insurance shall include a Waiver of Subrogation in favor of Owner, shall be primary, and shall not contribute with any similar insurance held by Owner.
Cyber/Information Security Liability	Minimum coverage limits of \$1,000,000 per occurrence and \$1,000,000 annual aggregate.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 3, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3281

DEPARTMENT: Health & Human Services

TIME REQUESTED: 5 Minutes

PRESENTER: Sarah Anderson

AGENDA ITEM:

2024 IMCare/DHS Contracts

BOARD ACTION REQUESTED:

Review and approve the 2024 Families and Children and Seniors contracts between IMCare and DHS and authorize necessary signatures.

BACKGROUND:

IMCare has been participating in 2024 contract negotiations with DHS and we are nearing completion of the process. IMCare is negotiating a Families and Children contract and a Senior contract. I will be giving a high level overview at the Board meeting and asking for approval and a signature by the Board Chair.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. 1-2024_Itasca_Medical_Care_FC_235548
2. 1-2024_Itasca_Medical_Care_Seniors_235533
3. DocuSign_corrected_IMCare_Seniors_Signature and ILOS
4. DocuSign_IMCare_FC_Sig_pageApps_2023

10/03/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 10/10/2023 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 3, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3292

DEPARTMENT: Management Information Services **TIME REQUESTED:** 5 Minutes
PRESENTER: Brett Skyles

AGENDA ITEM:
Recorder's Technology Fund Request

BOARD ACTION REQUESTED:

Accept low bid of \$92,690.90 from Insight for Replica Site Servers and Drives to secure our Data Recovery Protocols; and approve the utilization of the Recorders Technology Fund for stated purchase.

BACKGROUND:

The original quote brought to the Board on 9/5/2023 for the stated equipment/software from the state approved vendor was \$169,175.45. The Board directed staff to request additional quotes. We received quotes from three different vendors, with Insight providing the lowest bid amount:

Insight - \$92,690.90

CDW - \$138,741.49

SHI - \$140,403.44

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Quotation #0226696043 - ITASCA COUNTY

10/03/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 10/10/2023 2:30 PM
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SOLD-TO PARTY 10010238

ITASCA COUNTY
123 NE 4TH ST
GRAND RAPIDS MN 55744-2659

SHIP-TO

ITASCA COUNTY
123 NE 4TH ST
GRAND RAPIDS MN 55744-2659

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Insight Assigned Carrier/Ground
Terms of Delivery : FOB DESTINATION
Currency : USD

Quotation

Quotation Number : [0226696043](#)
Document Date : 22-SEP-2023
PO Number :
PO release: :
Sales Rep : Shawn Wood
Email : SHAWN.WOOD@INSIGHT.COM
Telephone : 6515236161
Sales Rep 2 : Britney Shouppe
Email : BRITNEY.SHOUPPE@INSIGHT.COM
Telephone : +17276418984

Material	Material Description	Quantity	Unit Price	Extended Price
P52534-B21	HPE ProLiant DL380 Gen11 Network Choice - rack-mountable - no CPU - 0 GB - no HDD OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 4135.99 Discount: 63.996%	2	1,489.14	2,978.28
P52534-B21#ABA	HPE ProLiant DL380 Gen11 Network Choice - rack-mountable - no CPU - 0 GB - no HDD OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 4135.99 Discount: 100.000%	2	0.00	0.00
P49598-B21	Intel Xeon Gold 6426Y / 2.5 GHz processor OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 2638.99 Discount: 28.193%	4	1,894.97	7,579.88
P43331-B21	HPE SmartMemory - DDR5 - module - 64 GB - DIMM 288-pin - 4800 MHz / PC5-38400 - registered OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 1215.99 Discount: 46.259%	48	653.49	31,367.52
P48814-B21	HPE 8SFF U.3 Premium Drive Cage Kit - storage drive cage OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 461.99 Discount: 45.906%	4	249.91	999.64
P48803-B21	HPE x16/x16/x16 Primary Riser Kit - riser card OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND	4	69.76	279.04

Material	Material Description	Quantity	Unit Price	Extended Price
	SERVICES(# 23-6692-03) List Price: 290.99 Discount: 76.027%			
804398-B21	HPE Smart Array E208e-p SR Gen10 - storage controller (RAID) - SATA 6Gb/s / SAS 12Gb/s - PCIe 3.0 x8 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 357.99 Discount: 2.500%	4	349.04	1,396.16
P26262-B21	Broadcom BCM57414 - network adapter - PCIe 3.0 x8 - Gigabit Ethernet / 10Gb Ethernet / 25Gb Ethernet SFP28 x 2 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 924.99 Discount: 78.348%	2	200.28	400.56
P51083-B21	HPE Secondary Riser Kit - riser card OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 266.99 Discount: 64.662%	2	94.35	188.70
P10115-B21	Broadcom BCM57414 - network adapter - OCP 3.0 - Gigabit Ethernet / 10Gb Ethernet / 25Gb Ethernet SFP28 x 2 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 946.99 Discount: 81.594%	2	174.30	348.60
P38995-B21	HPE Flex Slot Platinum - power supply - hot-plug - 800 Watt OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 180.99 Discount: 49.174%	4	91.99	367.96
P48825-B21	HPE ProLiant DL380 Gen11 8SFF CPU1/2 NVMe Cable Kit OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 2377.99 Discount: 72.113%	2	663.16	1,326.32
P51911-B21	HPE - enablement kit - CPU1 to OCP2 x8 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 116.99 Discount: 80.460%	2	22.86	45.72
P48820-B21	HPE High Performance Fan Kit - system fan kit - 2U OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 1002.99 Discount: 77.601%	2	224.66	449.32

Material	Material Description	Quantity	Unit Price	Extended Price
P22020-B21	HPE Cable Management Arm - cable management arm - 2U OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 79.99 Discount: 78.635%	2	17.09	34.18
P48183-B21	HPE NS204i-u Gen11 - storage controller (RAID) - NVMe PCIe - PCIe 3.0 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 1512.99 Discount: 72.463%	2	416.63	833.26
P48818-B21	HPE High Performance Heatsink Kit - heatsink - 2U OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 226.99 Discount: 72.444%	2	62.55	125.10
P52152-B21	HPE DL380 G11 NS204I-U Internal Cable Kit OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 252.99 Discount: 80.130%	2	50.27	100.54
P52341-B21	HPE Easy Install Rail 3 Kit - rack rail kit OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 186.99 Discount: 78.362%	2	40.46	80.92
P53634-B21	HPE DL380 Gen11 16NVME Bal Fio Kit OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 1.99 Discount: 90.955%	2	0.18	0.36
Q1J09B	HPE D3610 - storage enclosure OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 2498.99 Discount: 4.000%	3	2,399.03	7,197.09
881779-K21	HPE Midline - hard drive - 12 TB - SAS 12Gb/s OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 1593.99 Discount: 74.310%	36	409.49	14,741.64
E5Y35AAE	HPE OneView with iLO Advanced Flexible License - license + 3 Years 24x7 Support - 1 license Coverage Dates: 22-SEP-2023 - 22-SEP-2026 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 716.99 Discount: 27.858%	2	517.25	1,034.50

Material	Material Description	Quantity	Unit Price	Extended Price
716197-B21	HPE SAS external cable - 6.6 ft OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 229.99 Discount: 79.086%	4	48.10	192.40
HU4A6A5	HPE Pointnext Tech Care Essential Service - extended service agreement - 5 years - on-site OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 0.99 Discount: 100.000%	1	0.00	0.00
HU4A6A5#SVN	HPE Pointnext Tech Care Essential Service - technical support - for HPE OneView - 5 years OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 242.99 Discount: 43.965%	2	136.16	272.32
HU4A6A5#14C	HPE Pointnext Tech Care Essential Service - extended service agreement - 5 years - on-site OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 4638.99 Discount: 43.129%	3	2,638.25	7,914.75
HU4A6A500DK	HPE DL380 Gen11 Support - Extended service agreement OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 11255.99 Discount: 44.758%	2	6,218.07	12,436.14
			Product Subtotal	72,067.69
			Services Subtotal	20,623.21
			TAX	0.00
			Total	92,690.90

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Shawn Wood
6515236161
SHAWN.WOOD@INSIGHT.COM
Fax 4807609899

Britney Shouppe
+17276418984
BRITNEY.SHOUPPE@INSIGHT.COM

To purchase under this contract, your agency must be registered with OMNIA Partners Public Sector.

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by you and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.
<https://www.insight.com/terms-and-policies>



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 3, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3278

DEPARTMENT: Land Department

TIME REQUESTED: 15 Minutes

PRESENTER: Kory Cease

AGENDA ITEM:

Land Replacement Acquisition in Section 4, Twp 149, Rge 29 and Section 33 & 34, Twp 150, Rge 29

BOARD ACTION REQUESTED:

Approve purchase agreement for acquisition of approximately 1148.93 acres of forest land legally described as the North half of the Northeast Quarter, Southwest Quarter of the Northeast Quarter, Northwest Quarter and the Northwest Quarter of the Southwest Quarter, Section 4, Township 149, Range 29; all of Section 33, Township 150, Range 29; and the Northeast Quarter and the Northwest Quarter of the Northwest Quarter, Section 34, Township 150, Range 29 at a cost of \$890,420.75 to be paid out of Land Replacement Trust Fund and authorize necessary signatures.

BACKGROUND:

The purchase will help replace county managed forest lands that were exchanged to Blandin and sold to Essar Steel in 2008.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Land Replacement Trust Fund Analysis 9-27-23
2. Purchase Agreement 150-29
3. LAND CONTRACT AND PURCHASE AGREEMENT

10/03/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 10/10/2023 2:30 PM
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LAND REPLACEMENT TRUST FUND ANALYSIS

2008 TO 2023

INCOME (Land Sold)			
	Acres	Income	\$/ac
Initial sale to MN Steel in 2008	7,977	\$ 5,238,160.00	\$ 657
Additional acres added through trespass, lot additions, Auction sales, Pokegama Commons	4,723	\$ 3,182,365.39	\$ 674
Total sold	12,700	\$ 8,420,525.39	\$ 663

EXPENDITURES (Land Value Purchased)			
	Acres	Spent	\$/ac
Total purchased	9,399	\$ 7,278,232.09	\$ 774

BALANCE	
As of 09/26/2023	\$ 1,142,293.30

The price per acre for land that was sold is less than price per acre of land purchased for several reasons:

1. The price per acre is generally less in large volume transactions
2. The topography and utility of the land that was sold vs purchased. Mined land is generally less valuable. Timbered land is generally more valuable.

<i>YEAR</i>	<i>ACRES SOLD</i>	<i>ACRES PURCHASED</i>	<i>ACREAGE GAIN (LOSS)</i>
2008	7,977.00	0.00	(7,977.00)
2009	3975	3618.4	(356.60)
2010	0	1152.82	1,152.82
2011	43.6	363.3	319.70
2012	348.95	2751.06	2,402.11
2013	7.71	602.00	594.29
2014	4.69	199.81	195.12
2015	20.00	40.00	20.00
2016	44.03	0.00	(44.03)
2017	0.00	40.10	40.10
2021	0.00	621.02	621.02
2022	201.90	9.90	(192.00)
2023	77.47	0.00	(77.47)
TOTAL	12,700.35	9,398.41	(3,301.94)

PURCHASE AGREEMENT

This Agreement made this ____ day of _____, 2023, between Boundary Co., a Corporation under the laws of Minnesota, having an address of P.O. Box 23, Bigfork, MN 56628, hereinafter called "Seller", and the State of Minnesota, in trust for the taxing districts, hereinafter called "Buyer".

Seller is the owner of a parcel of real property, hereinafter referred to as the "Property", legally described as follows:

North half of the Northeast Quarter, Southwest Quarter of the Northeast Quarter, Northwest Quarter and the Northwest Quarter of the Southwest Quarter, Section 4, Township 149, Range 29; all of Section 33, Township 150, Range 29; Northeast Quarter and the Northwest Quarter of the Northwest Quarter, Section 34, Township 150, Range 29, consisting of 1148.93 acres.

Buyer wishes to acquire and the Seller wishes to sell to the Buyer their interest in the above described Property;

THEREFORE, it is hereby agreed as follows:

1. Transfer of ownership. Seller shall sell and convey by Warranty Deed to the Buyer all of their right, title, and interest, except as otherwise specified herein, to the Property. The parties shall execute any and all documents necessary to transfer the Property in accordance with the real property law of State of Minnesota. The transfer will be accomplished on or before October 13, 2023, subject to extension for title curative matters pursuant to Section 3 below.

2. Sale price. Buyer agrees to pay Seller Eight hundred ninety thousand four hundred twenty dollars and 75/100ths (\$890,420.75) for the Property.

3. Contingency. Seller agrees to grant the Buyer a perpetual easement for recreational purposes open to the public over and across Section 15, 22 and 27, Township 150, Range 29, exact location of route to be agreed upon at a later date. This contingency is subject to the completion of the sale of property as detailed in the Land Contract by and between Itasca County and Boundary Company dated _____. In the event the purchase is not completed per the said Agreement, the Easement will be terminated. (Copy of Land Agreement attached)

4. Evidence of Title. Seller must provide clear title to the property, subject to the approval of the Buyer. Seller shall, within 10 days after the date hereof, furnish to Buyer any title evidence in the possession of Seller (the "Title Evidence"). Buyer shall return all such Title Evidence that may pertain to land not sold as part of this transaction.

Within 10 days of receiving the Title Evidence, Buyer shall obtain such opinions or commitments for title insurance as Buyer shall deem appropriate. Buyer may, within 15 days of receiving the Title Evidence, make written objections (the "Objections"), if any, to the form of the Title Evidence or to the content of any opinions or title commitments obtained by Buyer. Buyer's failure to make objections within such time period will constitute a waiver of objections. Any matter shown in any opinions or title commitments and not objected to by Buyer shall be a "permitted encumbrance" hereunder. Seller shall have sixty (60) days after receipt of Buyer's objections to satisfy the Objections or indicate that such Objections will be satisfied at or prior to Closing. If Seller is unable or unwilling to satisfy the Objections and so notifies Buyer within said sixty (60) day period, then Buyer, at Buyer's option, may either (i) waive any Objections in which event Buyer shall be deemed to have accepted the condition of title; or (ii) terminate this Agreement in which event neither party shall have any further liability or obligation under this Agreement.

5. Cost of transfer. The Seller shall bear and be responsible for the following: (i) any expenses necessary to provide marketable title to and transfer of the premises to the Buyer as set forth in Section 3 above; (ii) payment of state deed tax; (iii), Seller's pro-rated share of real estate taxes due in the purchase year; and (iv), cost of preparing the Warranty Deed. The Buyer shall bear and be responsible for the following: (i) the Purchase Price; (ii) the cost of obtaining any title opinions or commitments for title insurance as Buyer shall deem appropriate; (iii) Buyer's pro-rated share of real estate taxes due in the purchase year; and (iv) recording fees associated with the recording of the Warranty Deed conveying the Property to Buyer.

6. Binding effect. This agreement shall be binding upon the parties hereto, their heirs, successors

and assigns. The terms of this Agreement shall be subject to and interpreted in conformance with the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and year first above written.

Seller:

By: _____
Randolph B. Rajala

(Signature)

Its: President
(Type of authority)

By: _____
John A. Rajala

(Signature)

Its: Vice-President
(Type of authority)

State of Minnesota)
)ss
County of Itasca County)

This instrument was acknowledged to before me this ____ day of _____, 2023, by Randolph B. Rajala, as President and by John A. Rajala, as Vice President of Boundary Co., a Corporation under the laws of Minnesota.

(Notary Seal)

Notary Public

Itasca County, Minnesota

By: _____

Burl Ives, Chairperson
Itasca County Board of Commissioners

Brett Skyles
County Administrator

State of Minnesota)
)ss
County of Itasca)

On this _____ day of _____, 2023, Burl Ives, Chairperson Itasca County Board of Commissioners and Brett Skyles, County Administrator, appeared before me, a notary public for the County of Itasca, State of Minnesota.

(Notary Seal)

Notary Public, Itasca County

LAND CONTRACT AND PURCHASE AGREEMENT

Between

Itasca County

And

Boundary Company

This document drafted by:
Itasca County Land Department
1177 LaPrairie Ave.
Grand Rapids, MN 55744

1. Parties. This Land Contract and Purchase Agreement ("this Agreement") is made on _____ between the Boundary Co., a Corporation under the laws of Minnesota having an address of P.O. Box 23, Bigfork, MN 56628 ("Seller"), and Itasca County (c/o Itasca County Land Commissioner), 1177 LaPrairie Avenue, Grand Rapids, Minnesota 55744 ("Buyer").
2. Offer/ Acceptance. Buyer offers to purchase and Seller agrees to sell real property legally described as follows, as set forth in the terms within this Agreement.

All of Section 13, Township 150, Range 29 ; West half of Northwest Quarter, Northeast Quarter and the South half of Section 14, Township 150, Range 29; West half Northeast Quarter, Southeast Quarter of the Northwest Quarter, West Half of the Northwest Quarter, West half of the Southwest Quarter, Northeast Quarter of the Southwest Quarter and Southeast Quarter, Section 15, Township 150, Range 29; East half of Northeast Quarter, Southwest Quarter of the Northeast Quarter, Southeast Quarter, Section 22, Township 150, Range 29; West half of Northeast Quarter, West half of Southeast Quarter and Southeast Quarter of the Southwest Quarter, Section 24, Township 150, Range 29 and Northeast Quarter, South half of Northwest Quarter and South half of Section 27, Township 150, Range 29, consisting of 2,720.92 acres.
3. Contingency. This purchase is contingent upon the Buyer obtaining the necessary grant funding to complete the purchase. This Agreement reflects the parties' intent to seek such funding and parties agree to cooperate and use best efforts to secure such funding within the term of this Agreement. If Buyer cannot secure funding as specified in this Agreement and this Purchase Agreement does not close by the specified deadline, this Agreement is canceled. Buyer and Seller shall reserve the right to re-negotiate and extend this Agreement. In the event an Agreement is not reached by the December 31, 2025, Buyer and Seller shall immediately sign a Cancellation of said Agreement.
4. Terms of Contingency. The Buyer is seeking funding from the Lessard Sam Outdoor Heritage Fund ("LSOH"). LSOH requires an appraisal of the property to be completed by a Level 4 Appraiser licensed in MN. The grant allows payment for said property not to exceed 110% of the appraised value. If the Seller disagrees with the price, they have the option to obtain their own appraisal.
5. Purchase Price and Terms. Buyer shall obtain appraisal. The grant allows payment for said property not to exceed 110% of the appraised value. The Buyer and Seller reserve the right to negotiate an agreed upon price upon completion of the appraisal.
6. Closing Date and Deadline. Funds granted by LSOH run on a yearly basis. In the event the funds are granted for this sale, the funds will be available July, 2025. The date of closing shall be scheduled upon availability of funds. In the event the Buyer does not received funding by December 31, 2025, this Agreement shall be null and void. Seller and Buyer agree to sign a Cancellation of said Agreement.

7. Third party purchaser. LSOH grants are often awarded to a conservation organization as a willing grant applicant/recipient with expertise in granting processes which does so with the intent to transfer interest in the property to a governmental entity. In the event, Itasca County enters an agreement with a conservation organization to complete the LSOH grant, as needed, with a third party conservation organization Buyer.
8. Stumpage rights. Buyer and Seller agree no timber shall be removed from the property described herein, unless mutually agreed upon, during the term of this Agreement.
9. Real Estate Taxes. Seller shall pay real estate taxes, at or before closing, as applicable, all real estate taxes due and payable in all years prior to the year of closing. Real estate taxes due and payable in the year of closing, if any, shall be pro-rated to Seller and Buyer based on the applicable Date of Closing.
10. Closing Costs and Related Items. The Buyer will pay: (a) the closing fees charged by the title insurance or other closing agent, if any, utilized to close the transactions contemplated by this Agreement; (b) fees for title evidence obtained by Buyer; and (c) the recording fees for this Agreement and the Deeds. Seller will pay (a) any transfer taxes and Well Disclosure fees required to enable Buyer to record the Deeds from Seller under this Agreement, and (b) fees and charges related to the filing of any instrument required to make title marketable. Each party shall pay its own attorney fees.
11. Condition of Property. Seller makes no warranties as to the condition of the Property. Buyer and Seller understand and agree that the Purchase Price is the fair market value of the Property in as-is condition. Buyer acknowledges that they have inspected or have had the opportunity to inspect the Property and agree to accept the Property "AS IS."
12. Transfer of ownership. Seller shall sell and convey by Warranty Deed to the Buyer all of their right, title, and interest, except as otherwise specified herein, to the Property. The parties shall execute any and all documents necessary to transfer the Property in accordance with the real property law of State of Minnesota. The transfer is subject to extension for title curative matters pursuant to Marketability of Title as defined in this Agreement.
13. Marketability of Title. As soon as reasonably practicable after the execution of this Agreement by both parties, Buyer shall obtain the title evidence determined necessary or desirable by Buyer. Within 10 days of receiving the Title Evidence, Buyer shall obtain such opinions or commitments for title insurance as Buyer shall deem appropriate. Buyer may, within 15 days of receiving the Title Evidence, make written objections (the "Objections"), if any, to the form of the Title Evidence or to the content of any opinions or title commitments obtained by Buyer. Buyer's failure to make objections within such time period will constitute a waiver of objections. Any matter shown in any opinions or title commitments and not objected to by Buyer shall be a "permitted encumbrance" hereunder. Seller shall have sixty (60) days after receipt of Buyer's objections to satisfy the Objections or indicate that such Objections will be satisfied at or prior to Closing. If Seller is unable

or unwilling to satisfy the Objections and so notifies Buyer within said sixty (60) day period, then Buyer, at Buyer's option, may either (i) waive any Objections in which event Buyer shall be deemed to have accepted the condition of title; or (ii) terminate this Agreement in which event neither party shall have any further liability or obligation under this Agreement.

14. Well Disclosure. The Seller certifies that the Seller does not know of any wells on the described real property.
15. Individual Sewage Treatment System Disclosure. Seller has no knowledge of any individual sewage treatment system on or serving the Property.
16. Time is of the essence for all provisions of this contract.
17. Notices. All notices required herein shall be in writing and delivered personally or mailed to the address shown at paragraph 1 above and, if mailed, are effective as of the date of mailing.
18. Minnesota Law. This Agreement shall be governed by the laws of the State of Minnesota.
19. Specific Performance. This Agreement may be specifically enforced by the parties, provided that an action is brought within one year of the date of alleged breach of this Agreement.
20. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Seller or Buyer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.
21. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. No assignment of this Agreement will relieve the assigning party of primary liability for the performance of its obligations hereunder.
22. Complete Agreement. This is the final Agreement between the parties and contains their entire agreement and supersedes all previous understandings and agreements, oral or written, relative to the subject matter of this Agreement. This Agreement may be amended only in a writing dated subsequent to the date of this Agreement and duly executed by all parties.

23. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions herein will remain in full force and effect and shall in no way be affected, impaired or invalidated thereby, so long as the economic or legal substance of the agreements contemplated herein are not affected in any manner materially adverse to any party. Upon such determination, the parties shall negotiate in good faith in an effort to agree upon a suitable and equitable substitute provision to affect the original intent of the parties.
24. No Merger of Representations, Warranties. All representations and warranties contained in this Agreement shall not be merged into any instruments of conveyance delivered at closing, and the parties shall be bound accordingly.
25. Recording. This Agreement shall be filed of record with the property office of the Itasca County Registrar of Titles and/or Office of County Recorder, as pertains to the Property.
26. Conflict of Interests. Seller and Buyer, to the best of their respective knowledge, represent and agree that no member, official, or employee of either Seller or Buyer shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested. No member, official, or employee of Seller or Buyer shall be personally liable to the other party, or any successor in interest, in the event of any default or breach by Seller or Buyer, or for any amount which may become due to Seller or Buyer or successor or any obligations under the terms of this Agreement.
27. Provisions Not Merged With Deeds. None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring any interest in the Property and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

In witness of the foregoing, the parties have executed this Agreement on the year and date written above.

SELLER: BOUNDARY COMPANY

By: _____
Randolph B. Rajala

By: _____
John A. Rajala

(Signature)

(Signature)

Its: President
(Type of authority)

Its: Vice-President
(Type of authority)

State of Minnesota)
)ss
County of Itasca County)

This instrument was acknowledged to before me this ____ day of _____, 2023, by Randolph B. Rajala, as President and by John A. Rajala, as Vice President of Boundary Co., a Corporation under the laws of Minnesota.

(Notary Seal)

Notary Public

Itasca County, Minnesota

By: _____
Burl Ives, Chairperson
Itasca County Board of Commissioners

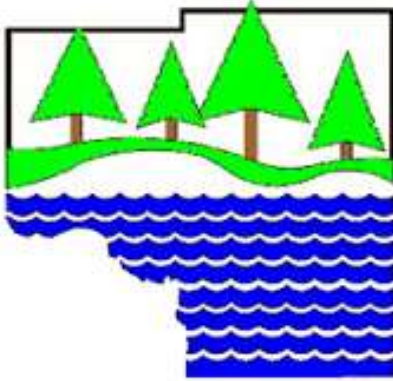
Brett Skyles
County Administrator

State of Minnesota)
)ss
County of Itasca)

On this _____ day of _____, 2023, Burl Ives, Chairperson Itasca County Board of Commissioners and Brett Skyles, County Administrator, appeared before me, a notary public for the County of Itasca, State of Minnesota.

(Notary Seal)

Notary Public, Itasca County



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 3, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3284

DEPARTMENT: Land Department

TIME REQUESTED: 5 Minutes

PRESENTER: Cindy Shevich

AGENDA ITEM:

Road Easement Exchange for an Acquisition in Section 25, Twp 53, Rge 26

BOARD ACTION REQUESTED:

Approve a land acquisition in exchange for a road easement between Tax-Forfeit Trust and private land owned by William Rancourt and Vickie Stram in Section 25, Twp 53, Rge 26, under the terms set forth in the attached documents and authorize signature of the County Auditor.

BACKGROUND:

In 2022, parcel #36-025-3200 and 36-025-3301, legally described as: Northwest Quarter of the Southwest Quarter, lying South of the North 760.77 feet Less the South 50 feet and the East 50 feet AND the North 330 feet of the Southwest Quarter of the Southwest Quarter, all in Section 25, Twp 53, Rge 26 was forfeited to the State of Minnesota for non-payment of taxes. The South 50 feet and the East 50 feet of the NW of the SW is owned by William and JoAnn Rancourt. The Rancourts acquired this property in 2008, as a means of access to the property owned by William Rancourt and Vickie Stram located in Lot 2, Section 25, Twp 53, Rge 26. However, the existing road used for access is not physically located over and across the South 50 feet and/or the East 50 feet of said NW SW. It would be in the best interest of the County to acquire the strip of land from Rancourts to combine the existing tax forfeit parcels. The Rancourts have requested an easement for access to their property owned in Lot 2. The Rancourts have agreed to transfer ownership to the County of Itasca in exchange for an easement for ingress and egress to Lot 2, Section 25, Twp 53, Rge 26.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Location_Map Rancourt
2. QCD Rancourt to DC
3. Easement Rancourt

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Casey Venema

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

Section 25, Township 53, Range 26



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



25000



Feet

(Top 3 inches reserved for recording data)

QUIT CLAIM DEED
Individual(s) to Business Entity

Minnesota Uniform Conveyancing Blanks
Form 10.3.2 (2018)

eCRV number: _____

DEED TAX DUE: \$ 1.65

DATE: _____
(month/day/year)

FOR VALUABLE CONSIDERATION, William H. Rancourt and JoAnn C. Rancourt, husband and wife
(insert name and marital status of each Grantor)

hereby conveys and quitclaims to County of Itasca
(insert name of Grantee)

a political subdivision under the laws of Minnesota ("Grantor"),
real property in Itasca County, Minnesota, legally described as follows:

The South Fifty feet (S. 50') of the Northwest Quarter of the Southwest Quarter (NW SW) and the East Fifty feet (E. 50') of the Northwest Quarter of the Southwest Quarter (NW SW), lying South of the North 760.77 feet less Highway 169, Section Twenty-five (25), Township Fifty-three (53), Range Twenty-six (26).

Check here if all or part of the described real property is Registered (Torrens) ☐

together with all hereditaments and appurtenances belonging thereto.

Check applicable box:

- ☒ The Seller certifies that the Seller does not know of any wells on the described real property.
- ☐ A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: _____.)
- ☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor

(signature) William H. Rancourt

(signature) JoAnn C. Rancourt

(signature)

(signature)

State of Minnesota, County of Itasca

This instrument was acknowledged before me on _____, by William H. Rancourt and JoAnn C. Rancourt,
(month/day/year)

husband and wife

(insert name and marital status of each Grantor)

(Stamp)

(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____

(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
(insert name and address)

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

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS
INSTRUMENT SHOULD BE SENT TO:
(insert legal name and residential or business address of Grantee)
County of Itasca

ROAD EASEMENT

In consideration of payment of the sum of One Dollar and other valuable consideration and pursuant to authority of the Itasca County Board of Commissioners of said County, herein called "**Grantor**", on _____, there is hereby granted to William H. Rancourt and JoAnn C. Rancourt, husband and wife, whose address is 32653 LaPlant Road, Grand Rapids, MN 55744 and Vickie Stram, a single person, whose address is 503 Third Avenue SW, Grand Rapids, MN 55744 (their heirs and assigns, herein called "**Grantee**", an easement over tax-forfeited land for the purpose of ingress and egress over a roadway no more than 33 feet in width to travel by vehicle or other means on, over, through and across the following described land, to-wit:

Over and across that part of Southwest Quarter of the Southwest Quarter (SW SW), the Northwest Quarter of the Southwest Quarter (NW SW) and Government Lot Two (2), all in Section 25, Township 53, Range 26, more particularly described on the attached survey.

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

1. Easement is granted pursuant to the provisions of Minnesota Statutes Section 282.04, Subd. 4a.
2. Easement shall be non-exclusive and appurtenant to and for the benefit of the parcel of land described as: the North 490 feet of Government Lot Two (2), Section Twenty-five (25), Township Fifty-three (53), Range Twenty-six (26), Itasca County, Minnesota.
3. Grantor hereby reserves a non-exclusive easement to and for the benefit of the parcel of land described as: Lot Two (2), Less the North 490 feet, Section Twenty-five (25), Township Fifty-three (53), Range Twenty-six (26), Itasca County, Minnesota.
3. The Itasca County Board of Commissioners, by resolution dated ____ day of _____, 2023, has prescribed the terms set forth below.

4. Road construction and maintenance activities under such easement shall not exceed 33 feet in width without written approval by the Land Commissioner.
5. Road must be constructed and maintained in a manner that complies with forest management guidelines and county policy as followed by the Itasca County Land Department on similar tax-forfeited trust lands. Current road construction and maintenance guidelines should be obtained from the Land Department prior to planning such activities. Grantee shall be reasonable for control of noxious weeds on easement Right of Way according to Minnesota Statute Sections 18.75 to 18.91. All plans for road construction and significant maintenance must be pre-approved by the Land Commissioner prior to implementation to assure compliance with current requirements.
6. All roadway construction and maintenance desired by the **Grantee** or required by the **Grantor** pursuant to the terms of this easement, shall be the responsibility of the **Grantee** without any cost to the **Grantor** except that road damage caused by the **Grantor**, its agents or contractors (the general public does not constitute an agent of the **Grantor**), shall be the responsibility of the **Grantor** to restore the road condition to what it was upon commencement of Grantor's activities without any cost to the **Grantee**. **Any merchantable timber cut and forest regeneration damaged on the above mentioned right-of-way by the Grantee will be paid for by the Grantee at prevailing timber prices prior to being incurred.**
7. The roadway which is the subject of this easement shall be open for public use.
8. The map attached to this easement agreement is intended to show the approximate location of the road under easement. The **Grantor** does not guarantee the accuracy of this map, and the **Grantee** relies upon the same at their own peril. In the event that the **Grantee** desires or needs a survey, such survey shall be at the sole expense of the **Grantee**.
9. Prior to consideration of this roadway for establishment as a public road by Itasca County or any Township, the roadway must be constructed to standards as set forth in the Itasca County Subdivision Ordinance as in effect as of the day of consideration for establishment.
10. The **Grantee** shall indemnify and hold the **Grantor** harmless from any and all liability for injury to, or death of, the **Grantee**, its agents, guests or invitees or destruction of, or damage to, the property of the **Grantee**, its agents, guests or invitees in any manner arising from or out of the existence, condition, operation or use of the roadway by the **Grantee**, its agents, guests or invitees. Further, the **Grantee** shall indemnify and hold the **Grantor** harmless

11. This easement shall revert to the State of Minnesota in trust for the taxing districts in the event of nonuse.
12. The **Grantee's** address for the purpose of giving any notice of this agreement is as follows:

Name: William & JoAnn Rancourt	and	Vickie Stram
Address: 32653 LaPlant Road		503 Third Ave. SW
Grand Rapids, MN 55744		Grand Rapids, MN 55744
13. This easement shall enure to the benefit of, and be binding upon, the heirs and assigns of the Parties hereto, if any.

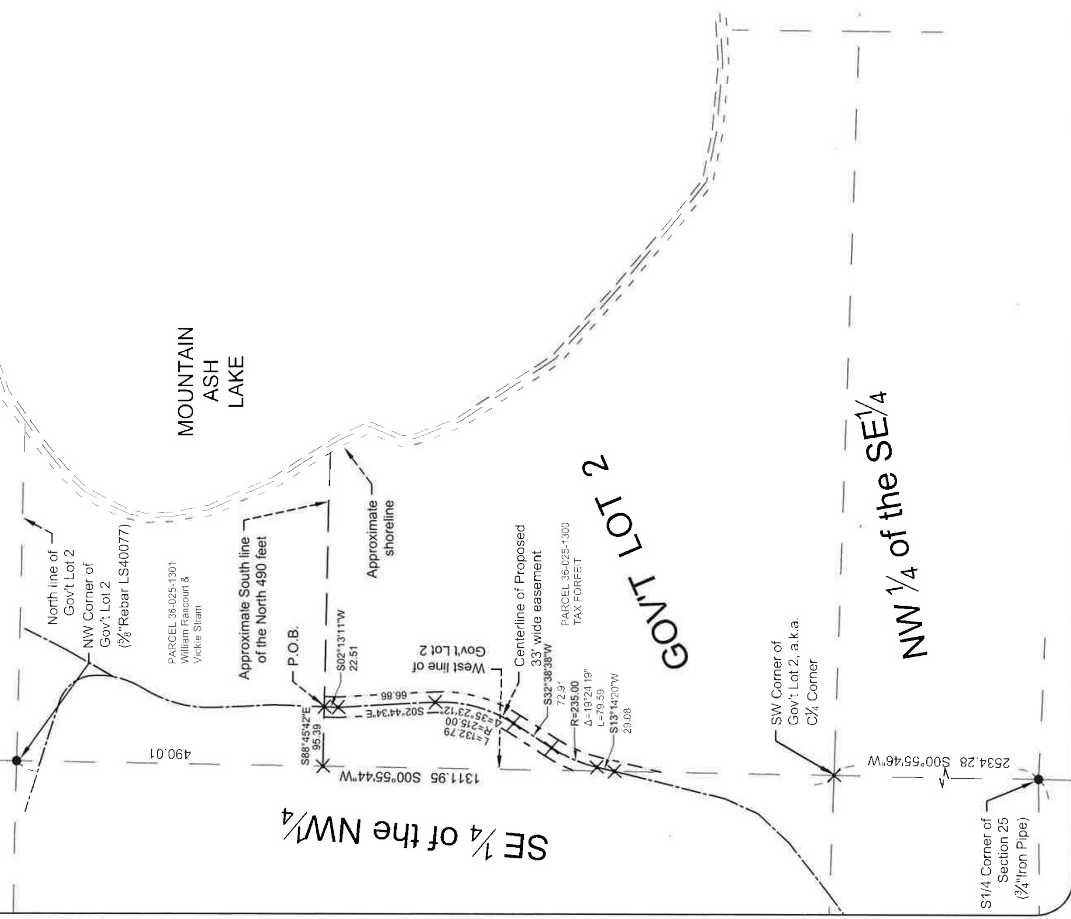
County of Itasca, State of Minnesota

STATE OF MINNESOTA)
) ss.
COUNTY OF ITASCA)

Notary

Page 3 of 3

SKETCH AND DESCRIPTION FOR ITASCA COUNTY LAND DEPARTMENT PART OF GOVERNMENT LOT 2, SECTION 25, TOWNSHIP 53 NORTH, RANGE 26 WEST, ITASCA COUNTY, MINNESOTA



PROPOSED EASEMENT DESCRIPTION:
A 33.00 foot wide easement for ingress, egress and utility purposes over, under and across that part of the Government Lot 2, Section 25, Township 53 North, Range 26 West of the Fourth Principal Meridian, Itasca County, Minnesota. The centerline of said easement is described as follows:

Commencing at the northwest corner of Government Lot 2, thence South 00 degrees 55 minutes 44 seconds West, bearing assigned, along the West line of said Government Lot 2, a distance of 490.01 feet; thence South 88 degrees 45 minutes 42 seconds East 95.39 feet; to the point of beginning; thence South 2 degrees 44 minutes 11 seconds West 22.51 feet; thence South 2 degrees 44 minutes 34 seconds East 66.86 feet; thence southerly 132.79 feet, along a tangential curve, concave to the West, with a central angle 35 degrees 23 minutes 12 seconds, and a radius of 215.00 feet, thence South 32 degrees 38 minutes 38 seconds West, tangent with curve, a distance of 72.91 feet; thence southerly 79.39 feet, along a tangential curve, concave to the East, with a central angle of 19 degrees 24 minutes 19 seconds, and a radius of 235.00 feet; thence South 13 degrees 13 minutes 20 seconds West, tangent with curve, a distance of 29.08 feet, more or less, to intersect the West line of said Government Lot 2, and then said centerline terminates.

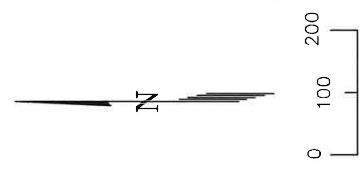
The sidelines of said 33.00 foot wide easement, shall be prolonged or shortened to the South line of the North 490 feet of said Government Lot 2, and to the West line of said Government Lot 2.

Basis of Bearings:

Itasca County
South Zone Coordinate System
NAD 1983 (1996)

Legend

- Monument found (type specified)
- ✕ Calculated position



ITASCA COUNTY

Department of Surveying and Mapping

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

218-327-2854

8:00 AM to 4:30 PM, Monday – Friday

I hereby certify that this survey, plan, or report was prepared by me or under my supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

September 26, 2023

Guy T. Carlson

Guy T. Carlson
MN License No. 40991

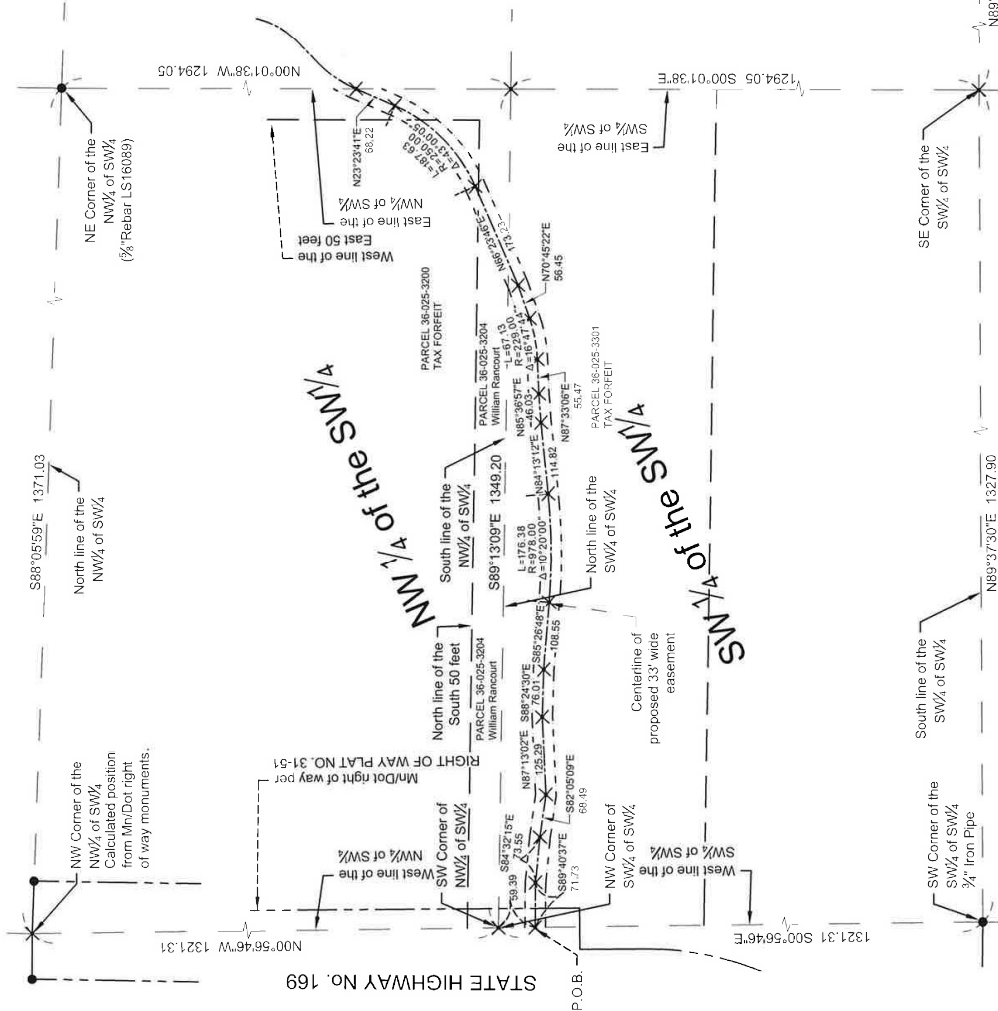
SKETCH AND DESCRIPTION

FOR ITASCA COUNTY LAND DEPARTMENT

PART OF SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER

SECTION 25, TOWNSHIP 53 NORTH, RANGE 26 WEST,

ITASCA COUNTY, MINNESOTA

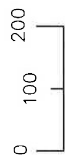
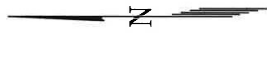


PROPOSED EASEMENT DESCRIPTION:

A 3300 foot wide easement for ingress, egress and utility purposes over, under and across that part of the Northwest Quarter of the Southwest Quarter and the Southwest Quarter of the Southwest Quarter, Section 25, Township 53 North, Range 26 West of the Fourth Principal Meridian, Itasca County, Minnesota. The centerline of said easement is described as follows:

Commencing at the northwest corner of said Southwest Quarter of the Southwest Quarter, thence South 0° degrees 56 minutes 46 seconds East, bearing assigned, along the West line of said Southwest Quarter of the Southwest Quarter, a distance 59.39 feet to the point of beginning; thence South 89° degrees 40 minutes 37 seconds East 71.7 feet; thence South 84° degrees 32 minutes 15 seconds East 73.55 feet; thence South 82° degrees 05 minutes 39 seconds East 68.49 feet; thence North 87° degrees 13 seconds 02 seconds East 125.29 feet; thence South 88° degrees 48 seconds East 76.01 feet; thence easterly 176.38 feet along a tangential curve concave to the North, with a central angle of 10 degrees 00 minutes 00 seconds, and a radius of 978.00 feet; thence North 84 degrees 20 minutes 12 seconds East tangent with curve, a distance of 114.82 feet; thence North 85 degrees 36 minutes 57 seconds East 46.03 feet; thence easterly 67.13 feet, along a tangential curve, concave to the North, with a central angle of 16 degrees 47 minutes 44 seconds, and a radius of 229.00 feet; thence North 70 degrees 45 minutes 22 seconds East tangent with curve, a distance of 56.45 feet; thence North 66 degrees 23 minutes 46 seconds East 173.23 feet; thence northeasterly 187.63 feet, along a tangential curve, concave to the northwest, with a central angle of 43 degrees 00 minutes 05 seconds, and a radius of 250.00 feet; thence North 23 degrees 23 minutes 41 seconds East, tangent with curve, a distance of 68.22 feet, more or less to intersect the East line of said Northwest Quarter of the Northwest Quarter, and said centerline terminates.

The sidelines of said 33.00 foot wide easement shall be prolonged or shortened at the West line of said Southwest Quarter of the Southwest Quarter, and at the East of said Northwest Quarter of the Southwest Quarter.



1 inch = 200 feet



ITASCA

Department of Surveying and Mapping

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

218-327-2854

8:00 AM to 4:30 PM, Monday - Friday

I hereby certify that this survey, plan, or report was prepared by me or under my supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

September 26, 2023

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Guy I. Carlson
MN License No. 40991

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Basis of Bearings:

Itasca County
South Zone Coordinate System
NAD 1983 (1996)

Legend

- Monument found (type specified)
- ✕ Calculated position

S1/4 Corner of:
Section 25

(3/4" Iron Pipe)

SE Corner of the
SW¼ of SW¼

SW Corner of the

SW $\frac{1}{4}$ of SW $\frac{1}{4}$
3 $\frac{3}{4}$ " Iron Pipe

"MAPPING SPECIALISTS & CONSERVATORS OF THE PUBLIC LAND SURVEY SYSTEM"



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 3, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3293

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Sara Thompson

AGENDA ITEM:

Location Change for Public Meeting

BOARD ACTION REQUESTED:

Approve a location change for the Public Meeting Re: Keewatin Trail Runner's New ATV Trail Proposal from the Hibbing Memorial Building to the Hibbing City Hall, Second Floor Conference Room, 401 East 21st Street, Hibbing, MN 55746.

BACKGROUND:

The scheduled date and time of Thursday, October 19, 2023 at 5:30 PM remain the same. This is just a change of location.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Burl Ives, Casey Venema
ABSENT:	Terry Snyder, John Johnson



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 3, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3299

DEPARTMENT: Attorney
PRESENTER: Matti Adam

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Schedule Special Session

BOARD ACTION REQUESTED:
Schedule a Special Session Re: Courthouse Security.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION: None

Motion To: Schedule a Special Session Re: Courthouse Security on Tuesday, October 17, 2023 at 4 PM in the Itasca County Boardroom.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Burl Ives, Casey Venema
ABSENT:	Terry Snyder, John Johnson