ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, July 8, 2025	2:30 PM	Itasca County Boardroom

FINAL

REGULAR SESSION MINUTES

I. CALL TO ORDER

Chair Venema 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
Larry Hopkins	District #4	Present	2:30 PM
Casey Venema	District #5	Present	2:30 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Approve the Agenda as presented.

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

IV. MINUTES APPROVAL

Motion To: Approve the Minutes as delineated below.

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

1. Approve the minutes of the Tuesday, July 1, 2025 County Board Regular Session.

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, Larry Hopkins, Casey Venema

1. Adopt the Resolution Re: MnDOT Agreement No. 1046667, which approves the agreement and authorize the necessary signatures.
2. Adopt the Resolution Re: MnDOT Agreement No. 1060098, which approves the agreement and authorize the necessary signatures.

3. Approve a utility easement for Lake Country Power over and across tax-forfeited property located in Outlot A, Plat of Little Moose Lake in Section 20, T57N, R26W, according to the recorded plat thereof, on file and of record in the office of the County Recorder, Itasca County, Minnesota, and authorize necessary signatures.
4. Approve utility easement for Lake County Power over and across tax-forfeited property located in NWNW, Section 15, Township 53 North, Range 23 West, and authorize necessary signatures.
5. Approve amendments to road easements in Sections 8, 17, and 18 of Township 60 North, Range 25 West, and authorize necessary signatures.

VI. REGULAR AGENDA

1. Receive Citizen Input

   No Citizen Input provided.

2. Employee Recognition

   The following employees were recognized:

   Farewell to Theresa Hachey, whose last as a Probation Officer in the Probation Department will be effective July 11, 2025.

   Congratulations to Kristi Jacobs, who was promoted from Case Aide to Social Worker in the Health and Human Services Department, which was effective July 6, 2025.

   Congratulations to Kenneth Lipscy, who was promoted from Facilities Maintenance Worker I to Facilities Maintenance Worker II in the Administrative Services Department, which was effective July 6, 2025.

   Congratulations to Teresa Hoey, who transferred from Eligibility Specialist to Human Services Support Specialist in the Health and Human Services Department, which was effective July 6, 2025.

3. Commissioner Warrants

   Motion To: Approve Commissioner Warrants with a check date of July 9, 2025, in the amount of $1,222,693.23.

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

4. Set Public Hearing Re: Property Tax Abatement

   Motion To: Approve setting a Public Hearing Re: Property Tax Abatement on August 5, 2025, during the County Board Regular Session that begins at 2:30 P.M.

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

5. YMCA Lease Addendum

   Motion To: Approve the Addendum to the lease between Itasca County and YMCA to decrease the rate to $11.00 per square foot for the time period of July 1, 2025, through August 31, 2026.

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

6. Visit Grand Rapids Update

   Megan Christianson provided an update from Visit Grand Rapids.

VII. ADMINISTRATOR UPDATE

VIII. COMMITTEE REPORTS

Commissioner Snyder reported on attending the Fairgrounds Task Force meeting, Lake Jessie Township meeting and met with people from the Free-Range Co-op.

Commissioner Venema reported on attending the Fairgrounds Task Force meeting and met with people from the Free-Range Co-op.

IX. COMMISSIONER COMMENTS

Commissioner Hopkins provided comment regarding individuals being able to anonymously request data from Itasca County.

Commissioner Johnson provided comment regarding Co. Rd. 61 being under construction so expect delays and detours and also be safe while driving through this.

Commissioner Venema provided comment regarding vandalism at the fairgrounds and how to stop it from happening.

X. CLOSED SESSIONS

XI. ADJOURN

Chair Venema adjourned the meeting at 3:06 PM.

ATTEST

Casey Venema
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, July 8, 2025

RESOLUTION 2025-20

RE: MnDOT AGREEMENT NO. 1060097

BE IT RESOLVED, that pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation be appointed as Agent of Itasca County to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.

BE IT FURTHER RESOLVED, that the County Board Chair and Clerk of the County Board are hereby authorized and directed for and on behalf of Itasca County to execute and enter into an Agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Deapartment of Transportation MnDOT Contract Number 1060097", a copy of which said agreement was before the Itasca County Board and which is made a part hereof by reference.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in this office on July 8, 2025 and that the same is a true and correct copy of the whole thereof.

Administrator

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, July 8, 2025

RESOLUTION 2025-21

RE: MnDOT AGREEMENT NO. 1060098

BE IT RESOLVED, that pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation be appointed as Agent of Itasca County to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.

BE IT FURTHER RESOLVED, that the County Board Chair and Clerk of the County Board are hereby authorized and directed for and on behalf of Itasca County to execute and enter into an Agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Deapartment of Transportation MnDOT Contract Number 1060098", a copy of which said agreement was before the Itasca County Board and which is made a part hereof by reference.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in this office on July 8, 2025 and that the same is a true and correct copy of the whole thereof.

Administrator

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, July 8, 2025

RESOLUTION 2025-22

RESOLUTION SETTING DATE FOR A PUBLIC HEARING ON THE APPROVAL OF A TAX ABATEMENT FOR FOXHAVEN LLC RENTAL TOWNHOME PROJECT

WHEREAS, The County of Itasca has determined it necessary and feasible to assist Foxhaven LLC by reimbursing the developer for project costs to support the construction of a townhome rental residential development in the City of La Prairie; and, the Board of Commissioners intends to abate the County's share of property taxes on parcels benefiting from the project to finance eligible project costs, under the authority of Minnesota Statutes 469.1812 to 469.1815 ("the Act");
and, prior to approving an abatement resolution and the use of tax abatement, the County must hold a public hearing.

THEREFOR, BE IT RESOLVED, by the Itasca County Board of Commissioners as follows: Public Hearing. The Board of Commissioners shall hold a public hearing on the use of tax abatement to assist Foxhaven LLC, with project costs associated with the construction of a townhome rental residential development, on Tuesday, August 5th, 2025, at the Itasca County Courthouse during the County Board Regular Session beginning at 2:30 p.m.

WHERUPON, said resolution was declared duly passed and adopted.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in this office on July 8, 2025 and that the same is a true and correct copy of the whole thereof.

Administrator

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, July 1, 2025	2:30 PM	Itasca County Boardroom

DRAFT

REGULAR SESSION MINUTES

I. CALL TO ORDER

Chair Venema 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	Absent	
Larry Hopkins	District #4	Present	2:30 PM
Casey Venema	District #5	Present	2:30 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Approve the agenda, as presented.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes as delineated below.

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

1. Approve the minutes of the Tuesday, June 24, 2025 Itasca County Regular Session.

V. CONSENT AGENDA

Motion To: Approve the Consent Agenda as delineated below.

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

1. Approve One Day Liquor License for Forward Health Foundation for August 9, 2025 at Malbay Estate Reception Venue located at 31122 Malbay Rd, Cohasset, MN 55721 located in Unorganized 56-26.
2. Accept the Community Living Infrastructure (CLI) Grant in the amount of $350,000 for the 2026/2027 Fiscal Year.
3. Award Contract CP 2025-03, a bridge bearing pad replacement project for bridge #31516 on CSAH 91 to S&R Reinforcing, Inc. and authorize the required signatures on the contract documents.
4. Approve Utility Easement for Great River Energy over and across direct county owned land located in a part of Government Lots 2 and 5 in Section 2, Township 145N, Range 25W.
5. Adopt the Resolution Re: Authorizing and Fixing the Notice and Terms of Tax-Forfeited Land Sale to Adjoining Owners.

VI. REGULAR AGENDA

1. Citizen Input

   No Citizen Input provided.

2. Commissioner Warrants

   Motion To: Approve Commissioner Warrants with check date of July 2, 2025, in the amount of $127,716.21.

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

3. Probation Budget Increase Request/Reallocation

   Motion To: Approve the Probation Budget increase request/reallocation.

RESULT:	**APPROVED (3 TO 1)**
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Terry Snyder
AYES:	Cory Smith, Terry Snyder, Casey Venema
NAYS:	Larry Hopkins
ABSENT:	John Johnson

4. Out of State Travel

   Motion To: Authorize out of state travel to Nashville, TN, for Corrections Sergeant Dustin Nelson to attend a 4-day Axon Conference.

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

5. Visit Grand Rapids Update

   No presentation received and no action taken.

VII. ADMINISTRATOR UPDATE

VIII. COMMITTEE REPORTS

Commissioner Snyder reported on attending Intergovernmental meeting, Mesabi Metallics meeting, and met with the Governor’s staff.

Commissioner Smith reported on attending a Sand Lake Township meeting.

IX. COMMISSIONER COMMENTS

Commissioner Snyder and Commissioner Smith provided comment regarding having a safe and happy 4th of July Holiday.

X. CLOSED SESSIONS

XI. ADJOURN

Chair Venema adjourned the meeting at 2:40 PM.

ATTEST

Casey Venema	Brett Skyles
Chair of the County Board	Clerk of the County Board

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

Tuesday, July 8, 2025

REQUEST FOR BOARD ACTION: RBA-2025-464

DEPARTMENT: Transportation **TIME REQUESTED:** < 5 Minutes
PRESENTER: Karin Grandia

AGENDA ITEM:
Construction Engineering Agreement for CSAH 54 - West Site

BOARD ACTION REQUESTED:
Adopt the Resolution Re: MnDOT Agreement No. 1046667, which approves the agreement and authorizes the necessary signatures.

BACKGROUND:
On June 18, 2024, a flood event washed out a portion of the road and a culvert located approximately 2.9 miles east of the intersection with Trunk Highway 65. The repairs qualify for FHWA Emergency Relief Funds. The emergency repairs were completed immediately after the event. The permanent repairs required environmental review and are proposed to be completed this fall. The County is entitled to be reimbursed for the construction engineering associated with these repairs. The State Project number for the construction engineering associated with this site is SP 031-654-011.

The agreement between the State of Minnesota and Itasca County describes the work, responsibilities and payment for the permanent repairs at this location.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. 031-654-011AgreeCE

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

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, July 8, 2025

RESOLUTION 2025-20

RE: MnDOT AGREEMENT NO. 1060097

BE IT RESOLVED, that pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation be appointed as Agent of Itasca County to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.

BE IT FURTHER RESOLVED, that the County Board Chair and Clerk of the County Board are hereby authorized and directed for and on behalf of Itasca County to execute and enter into an Agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Deapartment of Transportation MnDOT Contract Number 1060097", a copy of which said agreement was before the Itasca County Board and which is made a part hereof by reference.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in this office on July 8, 2025 and that the same is a true and correct copy of the whole thereof.

Administrator

DEPARTMENT OF TRANSPORTATION

STATE OF MINNESOTA

AGENCY AGREEMENT

for

FEDERAL PARTICIPATION IN CONSTRUCTION ENGINEERING

State Project Number: 031-654-011______________

FAIN Number: ER MN24(402)____________

This Agreement is entered into by and between Itasca County ("Local Government") and the State of Minnesota acting through its Commissioner of Transportation ("MnDOT").

RECITALS

1. Pursuant to Minnesota Statutes Section 161.36, the Local Government desires MnDOT to act as the Local Government's agent to accept and disburse federal funds for the construction, improvement, or enhancement of transportation financed in whole or in part by federal funds, hereinafter referred to as the "Project"; and
2. The Local Government is proposing a federal aid project for construction engineering on culvert replacement and road repairs from emergency flood damage hereinafter referred to as the "Construction Engineering"**;** and
3. The Construction Engineering is eligible for the expenditure of federal aid funds, and is identified in MnDOT records as State Project 031-654-011, and in Federal Highway Administration ("FHWA") records as Minnesota Project ER MN24(402); and
4. The Assistance Listing Number for this project is 20.205 and
5. These funds are not for research and development; and
6. MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

AGREEMENT TERMS

1. Term of Agreement

1.1. **Effective Date.** This Agreement will be effective upon execution by the Local Government and by appropriate State officials, pursuant to Minnesota Statutes Section 16C.05, and will remain in effect for five (5) years from the effective date or until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Local Government's Duties

2.1. **Designation.** The Local Government designates MnDOT to act as its agent to accept and disburse federal funds made available for the Project.

2.2. **Staffing.**

2.2.1. The Local Government will designate a publicly employed and registered engineer, ("Project Engineer"), to be in responsible charge of the Project and to supervise and direct the work to be performed under any construction contract let for the Project. If Local Government elects to use a private consultant for engineering services, the Local Government will provide a qualified, full-time public employee of the Local Government, to be in responsible charge of the Project. The services of the Local Government to be performed pursuant to this Agreement may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.

2.2.2. During the progress of the work on the Project, the Local Government authorizes its Project Engineer to request in writing specific engineering and/or technical services from MnDOT, pursuant to Minnesota Statutes Section 161.39. Such services may be covered by other technical service agreements. If MnDOT furnishes the services requested, and if MnDOT requests reimbursement, then the Local Government will promptly pay MnDOT to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current MnDOT labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Provision of such services will not be deemed to make MnDOT a principal or co-principal with respect to the Project.

2.2.3. The Local Government will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project.

3. Pre-Award and Award. The Local Government will follow the applicable Procurement Method

3.1. Competitive negotiation (qualifications-based selection). Local Government shall use the competitive negotiation method for the procurement of engineering and design related services when FAHP funds are involved in the contract, as specified in 23 U.S.C. 112(b)(2)(A).

3.1.1. The Local Government will prepare request for proposals in accordance with Minnesota law and applicable Federal laws and regulations.

3.1.2. The Local Government will solicit proposals for Construction Engineering after obtaining written notification from MnDOT that the FHWA has authorized the Project. Any Project advertised prior to authorization will not be eligible for federal reimbursement.

3.1.3. The Local Government will prepare and publish the request for proposals and any addendums for the Project as required by state and federal laws. The Local Government will include in the solicitation the required language for federal-aid contracts as supplied by MnDOT. The solicitation will state where the Local Government will receive the sealed proposals.

3.1.4. The Local Government may not include other work in the contract for the authorized Project without obtaining prior notification from MnDOT that such work is allowed by FHWA. Failure to obtain such notification may result in the loss of some or all of the federal funds for the Project.

3.1.5. The Local Government will receive, open, and evaluate proposals in accordance with the requirements of the Brooks Act. After the selecting the highest ranked firm, the Local Government will prepare an independent agency estimate of the Construction Engineering and enter into negotiations for a contract that is fair and reasonable to the Federal Government. The negotiation with the highest ranked firm will establish elements of contract costs, accepting indirect cost rate(s) for application to contracts, and assuring consultant compliance with the Federal cost principles in accordance with § 172.11. Subconsultant agreements must contain all required contract provisions, assurances, and certifications in accordance with § 172.9.

3.1.6. If the Local Government is unable to negotiate a satisfactory contract with the highest ranked firm, the Local Government must undertake negotiations with the next highest ranked firm, continuing the process until a contract agreement for fair and reasonable compensation is reached. Section 172.7(a)(1)(iv)(E)

3.1.7. The Local Government will verify suspension and debarment actions and eligibility of consultants, as specified in 2 CFR part 1200 and 2 CFR part 180; The Local Government will then evaluate interests, qualifications, or proposals and the ranking/selection of each eligible consultant.

3.1.8. If the proposal contains a goal for Disadvantaged Business Enterprises (DBEs), the Local Government will not award the bid until it has received certification of the Disadvantaged Business Enterprise participation from the MnDOT Office of Civil Rights.

3.1.9. This written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.

3.1.10. The Local Government must disclose in writing any potential conflict of interest to the Federal awarding agency or MnDOT in accordance with applicable FHWA policy.

3.1.11. Local Government may not execute a contract in excess of $50,000 with a third-party consultant or subcontractor for construction engineering and inspection services, as determined by MnDOT, unless MnDOT has conducted a pre-award audit on the third-party consultant or subcontractor. Local Government may incorporate any recommendations resulting from MnDOT's pre-award audit into Local Government's contract with the third-party consultant or subcontractor. Costs for these services must be reasonable in relation to the services rendered. At any time during the Agreement or during the final audit, MnDOT may audit and adjust the costs charged for such services in accordance with 2 CFR 200.459. If Local Government has questions or is concerned that the costs charged for such services may not be reasonable, Local Government should contact MnDOT's authorized representative for guidance.

3.2. Small Purchases. Local Government may use the small purchase procedures that reflect applicable State laws and regulations for the procurement of engineering and design related services provided the total contract costs do not exceed the Federal simplified acquisition threshold (as defined in 48 CFR 2.101). When a lower threshold for use of small purchase procedures is established in State law, regulation, or policy, the lower threshold shall apply to the use of FAHP funds.

3.2.1. The Local Government will prepare the scope of work, project phases, and contract requirements and shall not break these down into smaller components merely to permit the use of small purchase procedures.

3.2.2. The Local Government will provide a minimum of three consultants to satisfy the adequate number of qualified sources reviewed. In instances where only two qualified consultants respond to the solicitation, the Local Government may proceed with evaluation and selection if it is determined that the solicitation did not contain conditions or requirements which arbitrarily limited competition. Alternatively, a Local Government may pursue procurement following the noncompetitive method when competition is determined to be inadequate and it is determined to not be feasible or practical to re compete under a new solicitation as specified in § 172.7(a)(3)(iii)(C).

3.2.3. The Local Government will negotiate contract costs in accordance with small purchase procedures; however, the allowability of costs shall be determined in accordance with the Federal cost principles.

3.2.4. The Local Government will verify the full amount of any contract modification or amendment will not cause the total contract amount to exceed the established simplified acquisition threshold is ineligible for Federal-aid funding. The FHWA may withdraw all Federal-aid from a contract if it is modified or amended above the applicable established simplified acquisition threshold.

3.3. Non Competitive. The following requirements shall apply to the noncompetitive procurement method:

3.3.1. The Local Government may use its own noncompetitive procedures that reflect applicable State and local laws and regulations and conform to applicable Federal requirements.

3.3.2. The Local Government shall establish a process to determine when noncompetitive procedures will be used and shall submit justification to, and receive approval from FHWA before using this form of contracting.

3.3.3. The Local Government may award a contract by noncompetitive procedures under the following limited circumstances:

(a) The service is available only from a single source;

(b) There is an emergency which will not permit the time necessary to conduct competitive negotiations; or

(c) After solicitation of a number of sources, competition is determined to be inadequate.

(d) Contract costs may be negotiated in accordance with Local Government noncompetitive procedures; however, the allowability of costs shall be determined in accordance with the Federal cost principles.

3.4. Contract Administration. The Local Government will monitor the consultant's work and compliance with the terms, conditions, and specifications of the contract.

3.4.1. The Local Government will request approval from MnDOT for all costs in excess of the amount of federal funds previously approved for the Project prior to incurring such costs. Failure to obtain such approval may result in such costs being disallowed for reimbursement.

3.4.2. The Local Government will prepare reports, keep records, and perform work so as to enable MnDOT to collect the federal aid sought by the Local Government. The Local Government will retain all records and reports in accordance with MnDOT's record retention schedule for federal aid projects.

3.4.3. Upon completion of the Project, the Project Engineer will determine whether the work will be accepted.

3.4.4. The Local Government will determine the extent to which the consultant, which is responsible for the professional quality, technical accuracy, and coordination of services, may be reasonably liable for costs resulting from errors and omissions in the work furnished under its contract;

3.4.5. The Local Government will assess administrative, contractual, or legal remedies in instances where consultants violate or breach contract terms and conditions, and providing for such sanctions and penalties as may be appropriate; and

3.4.6. The Local Government will resolve disputes in the procurement, management, and administration of engineering and design related consultant services.

3.4.7. The Local Government will prepare a consultant's performance evaluation when services are completed and using such performance data in future evaluation and ranking of consultant to provide similar services.

3.4.8. The Local Government will close out the contract once the evaluation is completed.

3.4.9. The Local Government must comply with all applicable Federal, State, and local laws, ordinances, and regulations.

4. MnDOT's Duties

4.1. **Acceptance.** MnDOT accepts designation as Agent of the Local Government for the receipt and disbursement of federal funds and will act in accordance herewith.

4.2. **Project Activities.** MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project, and for reimbursement of eligible costs pursuant to the terms of this Agreement.

4.3. **Authority.** MnDOT may withhold federal funds, if MnDOT or the FHWA determines that the Project was not completed in compliance with federal requirements.

4.4. **Inspection.** MnDOT, the FHWA, or duly authorized representatives of the state and federal government will have the right to audit, evaluate and monitor the work performed under this Agreement. The Local Government will make all books, records, and documents pertaining to the work hereunder available, for a minimum of seven years following the closing of the construction contract.

5. Time

5.1. The Local Government must comply with the time requirements described in this Agreement. In the performance of this Agreement, time is of the essence.

5.2. The period of performance is defined as beginning on the date of federal authorization and ending on the date defined in the federal financial system or federal agreement ("end date"). **No work completed** after the **end date** will be eligible for federal funding. Local Government must submit all contract close out paperwork to MnDOT at least twenty-four months prior to the **end date**.

6. Payment

6.1. The estimated cost of the Construction Engineering is $5,100.00.

6.1.1. It is anticipated that 81.42% (up to $4,152.42) of the cost of the Construction Engineering will be paid from federal funds made available by the FHWA. The Local Government will pay any part of the cost or expense of the work that the FHWA does not pay.

6.1.2. Any costs incurred by the Local Government prior to authorization of the Federal Funds, will not be eligible for federal participation.

6.1.3. Eligible cost and expense, if approved, may consist of the following:

(a) The cost of performing construction inspection and oversight, construction surveying, and other professional services related to the repair of the damaged site.

(b) The cost incurred by the Local Government to employ outside forces to perform any or all of the work pursuant to this Agreement, subject to the provisions of section I.D. SUBLETTING.

6.1.4. Expenditures for general administration, supervision, maintenance and other overhead or incidental expenses of the Local Government are not eligible for federal participation.

6.1.5. Acceptability of costs under this Agreement will be determined in accordance with the cost principles and procedures set forth in the applicable Federal Acquisition Regulations, Contract Cost Principals and Procedures, 48 Code of Federal Regulations (CFR) 31 which is incorporated by reference and made a part of this Agreement.

6.1.6. For costs expected to exceed $5,100.00, the Local Government must request the preparation and execution of a supplement to this Agreement, prior to incurring such costs.

6.2. **Cost.** The entire cost of the Project(s) is to be paid from federal funds made available by the FHWA and by other funds provided by the Local Government. The Local Government will pay any part of the cost or expense of the Project(s) that is not paid by federal funds. MnDOT will receive the federal funds to be paid by the FHWA for the Project, pursuant to Minnesota Statutes § 161.36, Subdivision 2. MnDOT will review and certify each partial pay request. Following certification of the partial estimate, MnDOT will reimburse the Local Government, from said federal funds made available to the Project, for each partial payment request, subject to the availability and limits of those funds

6.2.1. The Local Government may request partial payments not more than once each thirty (30) days. The Project Engineer will certify the amount of each partial estimate.

6.2.2. The invoice and supplements thereto, will contain all details that may be necessary for a proper audit. Such details will consist of at least the following:

(a) A breakdown of labor by individual, classification, dates and hours worked times the applicable rate to arrive at a total dollar amount for each individual.

(b) The labor additive may be applied to total labor dollars, not including overtime labor dollars.

(c) The equipment charges must be broken down by type of equipment times the applicable rate and dates used to arrive at total equipment charges.

(d) A detailed breakdown of outside services used and supporting invoices and documentation that costs of outside services have been paid.

(e) Detail for materials, supplies, and other items with the description, units, and unit prices included in the invoice. If materials or supplies are purchased from an outside source, a copy of that invoice should be included.

(f) The invoices will include 100% of eligible charges applicable to the Construction Engineering so that the prorata share of federal and Local Government participation can be applied to the total costs.

6.2.3. Following certification, by the Project Engineer, of the final estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified final estimate along with the required records

6.2.4. Reimbursement of costs under this Agreement will be based on actual costs, but limited to eligible items.

6.3. **Indirect Cost Rate Proposal/Cost Allocation Plan.** If the Local Government seeks reimbursement for indirect costs and has submitted to MnDOT an indirect cost rate proposal or a cost allocation plan, the rate proposed will be used on a provisional basis. At any time during the period of performance or the final audit of a project, MnDOT may audit and adjust the indirect cost rate according to the cost principles in 2 CFR Part 200. MnDOT may adjust associated reimbursements accordingly.

6.4. **Reimbursement.** The Local Government will prepare partial estimates in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify each partial estimate. Following certification of the partial estimate, the Local Government will make partial payments to the consultant in accordance with the terms of the construction contract for the Project(s).

6.4.1. Following certification of the partial estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government’s request will be made to MnDOT and will include a copy of the certified partial estimate.

6.4.2. Upon completion of the Project, the Local Government will prepare a final payment request in accordance with the terms of this Agreement. The Project Engineer will certify the final estimate. Following certification of the final estimate, the Local Government will make the final payment to the consultant in accordance with the terms of the construction contract for the Project(s).

6.4.3. Following certification, by the Project Engineer, of the final estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified final estimate along with the required records. MnDOT will review and certify the final payment request with a final audit.

6.4.4. No more than 90% of the reimbursement due under this Agreement will be paid until completion of the final audit and approval by MnDOT’s authorized representative

6.4.5. Upon completion of the Project(s), MnDOT will perform a final inspection and verify the federal and state eligibility of all payment requests. If the Project is found to have been completed in accordance with the plans and specifications, MnDOT will promptly release any remaining federal funds due the

Local Government for the Project(s). If MnDOT finds that the Local Government has been overpaid, the Local Government must promptly return any excess funds

6.4.6. In the event MnDOT does not obtain funding from the FHWA or other funding source, or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the Local Government may continue the work with local funds only, until such time as MnDOT is able to process the federal aid reimbursement requests.

6.5. **Matching Funds.** Any cost sharing or matching funds required of the Local Government in this Agreement must comply with 2 CFR 200.306.

6.6. **Federal Funds.** Payments under this Agreement will be made from federal funds. The Local Government is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for failure to comply with any federal requirements including, but not limited to, 2 CFR Part 200. If, for any reason, the federal government fails to pay part of the cost or expense incurred by the Local Government, or in the event the total amount of federal funds is not available, the Local Government will be responsible for any and all costs or expenses incurred under this Agreement. The Local Government further agrees to pay any and all lawful claims arising out of or incidental to the performance of the work covered by this Agreement in the event the federal government does not pay the same.

6.7. **Closeout.** The Local Government must liquidate all obligations incurred under this Agreement for each project and submit all financial, performance, and other reports as required by the terms of this Agreement and the Federal award at least twenty-four months prior to the **end date** of the period of performance for each project. MnDOT will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with funds will continue following project closeout.

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

8. Authorized Representatives

8.1. MnDOT's Authorized Representative is:

Name: Christopher Nobach ,or their successor.

Title: State Aid, Special Projects

Phone: 651-366-3824

Email: Christopher.nobach@state.mn.us

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

8.2. The Local Government's Authorized Representative is:

Name: Karin Grandia, or their successor.

Title: Itasca County Engineer

Phone: 218-327-7389

Email: Karin.grandia@co.itasca.mn.us

If the Local Government's Authorized Representative changes at any time during this Agreement, the Local Government will immediately notify MnDOT.

9. Assignment Amendments, Waiver, and Agreement Complete

9.1. **Assignment.** Neither party will assign or transfer any rights or obligations under this Agreement without prior written approval of the other party.

9.2. **Amendments.** Any amendments/supplements to this Agreement must be in writing and be executed by the same parties who executed the original agreement, or their successors in office.

9.3. **Waiver.** If MnDOT fails to enforce any provision of this Agreement, that failure does not waive the provision or MnDOT's right to subsequently enforce it.

9.4. **Agreement Complete.** This agreement contains all negotiations and agreements between MnDOT and the Local Government. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

9.5. **Severability.** If any provision of this Agreement or the application thereof is found to be invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.

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

9.7. **Certification.** By signing this Agreement, the Local Government certifies that it is not suspended or debarred from receiving federal or state awards.

10. Liability and Claims

10.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.

10.2. **Claims.** The Local Government acknowledges that MnDOT is acting only as the Local Government's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The Local Government will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any *ultra vires* acts. To the extent permitted by law, the Local Government will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project, including reasonable attorney fees incurred by MnDOT. The Local Government's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

11. Audits

11.1. Under Minn. Stat. § 16C.05, Subd.5, the books, records, documents, and accounting procedures and practices of the Local Government, or any other party relevant to this Agreement or transaction, are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. The Local Government will take timely and appropriate action on all deficiencies identified by an audit.

11.2. The Local Government will comply with the Single Audit Act of 1984 and Office of Management and Budget (OMB) circular A-133 including amendments and successors thereto, which are incorporated herein by reference.

11.3. All requests for reimbursement are subject to audit, at MnDOT's discretion. The cost principles outlined in 2 CFR 200.400-.476 will be used to determine whether costs are eligible for reimbursement under this Agreement.

11.4. If Local Government expends $750,000 or more in Federal Funds during the Local Government's fiscal year, the Local Government must have a single audit or program specific audit conducted in accordance with 2 CFR Part 200.

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

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

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

15. Termination; Suspension

15.1. **Termination by MnDOT or Commissioner of Administration.** MnDOT or Commissioner of Administration may unilaterally terminate this Agreement with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

15.2. **Termination for Cause.** MnDOT may immediately terminate this Agreement if MnDOT finds that there has been a failure to comply with the provisions of this Agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that the Local Government has been convicted of a criminal offense relating to a state agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. MnDOT may take action to protect the interests of MnDOT of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

15.3. **Termination for Insufficient Funding.** MnDOT may immediately terminate this Agreement if:

15.3.1. MnDOT does not obtain funding from the Minnesota Legislature; or

15.3.2. Funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Local Government. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT will provide the Local Government notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.

15.4. **Suspension.** MnDOT may immediately suspend this Agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the

Local Government during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

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

17. **Fund Use Prohibited.** The Local Government will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Local Government from utilizing these funds to pay any party who might be disqualified or debarred after the Local Government's contract award on this Project.

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

19. **Appendix II 2 CFR Part 200.** The Local Government agrees to comply with the following federal requirements as identified in 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and agrees to pass through these requirements to its subcontractors and third party contractors, as applicable. In addition, the Local Government shall have the same meaning as "Contractor" in the federal requirements listed below.

19.1.1. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

19.1.2. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

19.1.3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order

11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

19.1.4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

19.1.5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

19.1.6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

19.1.7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

19.1.8. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

19.1.9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

19.1.10. Local Government will comply with 2 CFR § 200.323.

19.1.11. Local Government will comply with 2 CFR § 200.216.

19.1.12. Local Government will comply with 2 CFR § 200.322.

19.2. **Drug-Free Workplace.** The Local Government will comply with the Drug-Free Workplace requirements under subpart B of 49 C.F.R. Part 32.

19.3. **Title VI/Non-discrimination Assurances.**

The Local Government hereby agrees that, as a condition of receiving any Federal financial assistance under this Agreement, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d), related nondiscrimination statutes (i.e., 23 U.S.C. § 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, disability, or age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Local Government receives Federal financial assistance.

The Local Government hereby agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in any contract, the Local Government will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Local Government's compliance with this provision. The Local Government must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Local Government staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

19.4. **Buy America.** The Local Government must comply with the Buy America domestic preferences contained in the Build America, Buy America Act (Sections 70901-52 of the Infrastructure Investment and Jobs Act, Public Law 117-58) and as implemented by US DOT operating agencies.

19.5. **Federal Funding Accountability and Transparency Act (FFATA).**

19.5.1. This Agreement requires the Local Government to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Local Government is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Local Government provides information to the MnDOT as required.

a. Reporting of Total Compensation of the Local Government's Executives.

b. The Local Government shall report the names and total compensation of each of its five most highly compensated executives for the Local Government's preceding completed fiscal year, if in the Local Government's preceding fiscal year it received:

i. 80 percent or more of the Local Government's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

ii. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

Executive means officers, managing partners, or any other employees in management positions.

c. Total compensation means the cash and noncash dollar value earned by the executive during the Local Government's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax qualified.

19.5.2. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

19.5.3. The Local Government must report executive total compensation described above to the MnDOT by the end of the month during which this Agreement is awarded.

19.5.4. The Local Government will obtain a Unique Entity Identifier (UEI) number and maintain this number for the term of this Agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each project.

19.5.5. The Local Government's failure to comply with the above requirements is a material breach of this Agreement for which the MnDOT may terminate this Agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the Local Government unless and until the Local Government is in full compliance with the above requirements.

[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.]

Itasca County
Itasca County certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable articles, bylaws, resolutions or ordinances

By:____

Title:______________________________________

Date:______________________________________

By:____

Title:______________________________________

Date:______________________________________

DEPARTMENT OF TRANSPORTATION

By:____

Title: State Aid Engineer

Date:______________________________________

COMMISSIONER OF ADMINISTRATION

By:____

Date:______________________________________

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

Tuesday, July 8, 2025

REQUEST FOR BOARD ACTION: RBA-2025-466

DEPARTMENT: Transportation
TIME REQUESTED: < 5 Minutes
PRESENTER: Karin Grandia

AGENDA ITEM:
Construction Engineering Agreement for CSAH 54 - East Site

BOARD ACTION REQUESTED:
Adopt the Resolution Re: MnDOT Agreement No. 1060098, which approves the agreement and authorizes the necessary signatures.

BACKGROUND:
On June 18, 2024, a flood event washed out a culvert located approximately 4.2 miles east of the intersection with Trunk Highway 65. The repairs qualify for FHWA Emergency Relief Funds. The emergency repairs were completed immediately after the event. The permanent repairs required environmental review and are proposed to be completed this fall. The County is entitled to be reimbursed for the construction engineering associated with these repairs. The State Project number for the construction engineering associated with this site is SP 031-654-012.

The agreement between the State of Minnesota and Itasca County describes the work, responsibilities and payment for the permanent repairs at this location.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. 031-654-012AgreeCE_ToLPA

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

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, July 8, 2025

RESOLUTION 2025-21

RE: MnDOT AGREEMENT NO. 1060098

BE IT RESOLVED, that pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation be appointed as Agent of Itasca County to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.

BE IT FURTHER RESOLVED, that the County Board Chair and Clerk of the County Board are hereby authorized and directed for and on behalf of Itasca County to execute and enter into an Agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Deapartment of Transportation MnDOT Contract Number 1060098", a copy of which said agreement was before the Itasca County Board and which is made a part hereof by reference.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in this office on July 8, 2025 and that the same is a true and correct copy of the whole thereof.

Administrator

DEPARTMENT OF TRANSPORTATION

STATE OF MINNESOTA

AGENCY AGREEMENT

for

FEDERAL PARTICIPATION IN CONSTRUCTION ENGINEERING

State Project Number: 031-654-012_____________

FAIN Number: ER MN24(402)____________

This Agreement is entered into by and between Itasca County ("Local Government") and the State of Minnesota acting through its Commissioner of Transportation ("MnDOT").

RECITALS

1. Pursuant to Minnesota Statutes Section 161.36, the Local Government desires MnDOT to act as the Local Government's agent to accept and disburse federal funds for the construction, improvement, or enhancement of transportation financed in whole or in part by federal funds, hereinafter referred to as the "Project"; and
2. The Local Government is proposing a federal aid project for construction engineering on culvert replacement and road repairs from emergency flood damage hereinafter referred to as the "Construction Engineering"**;** and
3. The Construction Engineering is eligible for the expenditure of federal aid funds, and is identified in MnDOT records as State Project 031-654-012, and in Federal Highway Administration ("FHWA") records as Minnesota Project ER MN24(402); and
4. The Assistance Listing Number for this project is 20.205 and
5. These funds are not for research and development; and
6. MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

AGREEMENT TERMS

1. Term of Agreement

1.1. **Effective Date.** This Agreement will be effective upon execution by the Local Government and by appropriate State officials, pursuant to Minnesota Statutes Section 16C.05, and will remain in effect for five (5) years from the effective date or until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Local Government's Duties

2.1. **Designation.** The Local Government designates MnDOT to act as its agent to accept and disburse federal funds made available for the Project.

2.2. **Staffing.**

2.2.1. The Local Government will designate a publicly employed and registered engineer, ("Project Engineer"), to be in responsible charge of the Project and to supervise and direct the work to be performed under any construction contract let for the Project. If Local Government elects to use a private consultant for engineering services, the Local Government will provide a qualified, full-time public employee of the Local Government, to be in responsible charge of the Project. The services of the Local Government to be performed pursuant to this Agreement may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.

2.2.2. During the progress of the work on the Project, the Local Government authorizes its Project Engineer to request in writing specific engineering and/or technical services from MnDOT, pursuant to Minnesota Statutes Section 161.39. Such services may be covered by other technical service agreements. If MnDOT furnishes the services requested, and if MnDOT requests reimbursement, then the Local Government will promptly pay MnDOT to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current MnDOT labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Provision of such services will not be deemed to make MnDOT a principal or co-principal with respect to the Project.

2.2.3. The Local Government will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project.

3. Pre-Award and Award. The Local Government will follow the applicable Procurement Method

3.1. Competitive negotiation (qualifications-based selection). Local Government shall use the competitive negotiation method for the procurement of engineering and design related services when FAHP funds are involved in the contract, as specified in 23 U.S.C. 112(b)(2)(A).

3.1.1. The Local Government will prepare request for proposals in accordance with Minnesota law and applicable Federal laws and regulations.

3.1.2. The Local Government will solicit proposals for Construction Engineering after obtaining written notification from MnDOT that the FHWA has authorized the Project. Any Project advertised prior to authorization will not be eligible for federal reimbursement.

3.1.3. The Local Government will prepare and publish the request for proposals and any addendums for the Project as required by state and federal laws. The Local Government will include in the solicitation the required language for federal-aid contracts as supplied by MnDOT. The solicitation will state where the Local Government will receive the sealed proposals.

3.1.4. The Local Government may not include other work in the contract for the authorized Project without obtaining prior notification from MnDOT that such work is allowed by FHWA. Failure to obtain such notification may result in the loss of some or all of the federal funds for the Project.

3.1.5. The Local Government will receive, open, and evaluate proposals in accordance with the requirements of the Brooks Act. After the selecting the highest ranked firm, the Local Government will prepare an independent agency estimate of the Construction Engineering and enter into negotiations for a contract that is fair and reasonable to the Federal Government. The negotiation with the highest ranked firm will establish elements of contract costs, accepting indirect cost rate(s) for application to contracts, and assuring consultant compliance with the Federal cost principles in accordance with § 172.11. Subconsultant agreements must contain all required contract provisions, assurances, and certifications in accordance with § 172.9.

3.1.6. If the Local Government is unable to negotiate a satisfactory contract with the highest ranked firm, the Local Government must undertake negotiations with the next highest ranked firm, continuing the process until a contract agreement for fair and reasonable compensation is reached. Section 172.7(a)(1)(iv)(E)

3.1.7. The Local Government will verify suspension and debarment actions and eligibility of consultants, as specified in 2 CFR part 1200 and 2 CFR part 180; The Local Government will then evaluate interests, qualifications, or proposals and the ranking/selection of each eligible consultant.

3.1.8. If the proposal contains a goal for Disadvantaged Business Enterprises (DBEs), the Local Government will not award the bid until it has received certification of the Disadvantaged Business Enterprise participation from the MnDOT Office of Civil Rights.

3.1.9. This written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.

3.1.10. The Local Government must disclose in writing any potential conflict of interest to the Federal awarding agency or MnDOT in accordance with applicable FHWA policy.

3.1.11. Local Government may not execute a contract in excess of $50,000 with a third-party consultant or subcontractor for construction engineering and inspection services, as determined by MnDOT, unless MnDOT has conducted a pre-award audit on the third-party consultant or subcontractor. Local Government may incorporate any recommendations resulting from MnDOT's pre-award audit into Local Government's contract with the third-party consultant or subcontractor. Costs for these services must be reasonable in relation to the services rendered. At any time during the Agreement or during the final audit, MnDOT may audit and adjust the costs charged for such services in accordance with 2 CFR 200.459. If Local Government has questions or is concerned that the costs charged for such services may not be reasonable, Local Government should contact MnDOT's authorized representative for guidance.

3.2. Small Purchases. Local Government may use the small purchase procedures that reflect applicable State laws and regulations for the procurement of engineering and design related services provided the total contract costs do not exceed the Federal simplified acquisition threshold (as defined in 48 CFR 2.101). When a lower threshold for use of small purchase procedures is established in State law, regulation, or policy, the lower threshold shall apply to the use of FAHP funds.

3.2.1. The Local Government will prepare the scope of work, project phases, and contract requirements and shall not break these down into smaller components merely to permit the use of small purchase procedures.

3.2.2. The Local Government will provide a minimum of three consultants to satisfy the adequate number of qualified sources reviewed. In instances where only two qualified consultants respond to the solicitation, the Local Government may proceed with evaluation and selection if it is determined that the solicitation did not contain conditions or requirements which arbitrarily limited competition. Alternatively, a Local Government may pursue procurement following the noncompetitive method when competition is determined to be inadequate and it is determined to not be feasible or practical to re compete under a new solicitation as specified in § 172.7(a)(3)(iii)(C).

3.2.3. The Local Government will negotiate contract costs in accordance with small purchase procedures; however, the allowability of costs shall be determined in accordance with the Federal cost principles.

3.2.4. The Local Government will verify the full amount of any contract modification or amendment will not cause the total contract amount to exceed the established simplified acquisition threshold is ineligible for Federal-aid funding. The FHWA may withdraw all Federal-aid from a contract if it is modified or amended above the applicable established simplified acquisition threshold.

3.3. Non Competitive. The following requirements shall apply to the noncompetitive procurement method:

3.3.1. The Local Government may use its own noncompetitive procedures that reflect applicable State and local laws and regulations and conform to applicable Federal requirements.

3.3.2. The Local Government shall establish a process to determine when noncompetitive procedures will be used and shall submit justification to, and receive approval from FHWA before using this form of contracting.

3.3.3. The Local Government may award a contract by noncompetitive procedures under the following limited circumstances:

(a) The service is available only from a single source;

(b) There is an emergency which will not permit the time necessary to conduct competitive negotiations; or

(c) After solicitation of a number of sources, competition is determined to be inadequate.

(d) Contract costs may be negotiated in accordance with Local Government noncompetitive procedures; however, the allowability of costs shall be determined in accordance with the Federal cost principles.

3.4. Contract Administration. The Local Government will monitor the consultant’s work and compliance with the terms, conditions, and specifications of the contract.

3.4.1. The Local Government will request approval from MnDOT for all costs in excess of the amount of federal funds previously approved for the Project prior to incurring such costs. Failure to obtain such approval may result in such costs being disallowed for reimbursement.

3.4.2. The Local Government will prepare reports, keep records, and perform work so as to enable MnDOT to collect the federal aid sought by the Local Government. The Local Government will retain all records and reports in accordance with MnDOT's record retention schedule for federal aid projects.

3.4.3. Upon completion of the Project, the Project Engineer will determine whether the work will be accepted.

3.4.4. The Local Government will determine the extent to which the consultant, which is responsible for the professional quality, technical accuracy, and coordination of services, may be reasonably liable for costs resulting from errors and omissions in the work furnished under its contract;

3.4.5. The Local Government will assess administrative, contractual, or legal remedies in instances where consultants violate or breach contract terms and conditions, and providing for such sanctions and penalties as may be appropriate; and

3.4.6. The Local Government will resolve disputes in the procurement, management, and administration of engineering and design related consultant services.

3.4.7. The Local Government will prepare a consultant’s performance evaluation when services are completed and using such performance data in future evaluation and ranking of consultant to provide similar services.

3.4.8. The Local Government will close out the contract once the evaluation is completed.

3.4.9. The Local Government must comply with all applicable Federal, State, and local laws, ordinances, and regulations.

4. MnDOT’s Duties

4.1. **Acceptance.** MnDOT accepts designation as Agent of the Local Government for the receipt and disbursement of federal funds and will act in accordance herewith.

4.2. **Project Activities.** MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project, and for reimbursement of eligible costs pursuant to the terms of this Agreement.

4.3. **Authority.** MnDOT may withhold federal funds, if MnDOT or the FHWA determines that the Project was not completed in compliance with federal requirements.

4.4. **Inspection.** MnDOT, the FHWA, or duly authorized representatives of the state and federal government will have the right to audit, evaluate and monitor the work performed under this Agreement. The Local Government will make all books, records, and documents pertaining to the work hereunder available, for a minimum of seven years following the closing of the construction contract.

5. Time

5.1. The Local Government must comply with the time requirements described in this Agreement. In the performance of this Agreement, time is of the essence.

5.2. The period of performance is defined as beginning on the date of federal authorization and ending on the date defined in the federal financial system or federal agreement ("end date"). **No work completed** after the **end date** will be eligible for federal funding. Local Government must submit all contract close out paperwork to MnDOT at least twenty-four months prior to the **end date**.

6. Payment

6.1. The estimated cost of the Construction Engineering is $5,100.00.

6.1.1. It is anticipated that 81.42% (up to $4,152.42) of the cost of the Construction Engineering will be paid from federal funds made available by the FHWA. The Local Government will pay any part of the cost or expense of the work that the FHWA does not pay.

6.1.2. Any costs incurred by the Local Government prior to authorization of the Federal Funds, will not be eligible for federal participation.

6.1.3. Eligible cost and expense, if approved, may consist of the following:

(a) The cost of performing construction inspection and oversight, construction surveying, and other professional services related to the repair of the damaged site.

(b) The cost incurred by the Local Government to employ outside forces to perform any or all of the work pursuant to this Agreement, subject to the provisions of section I.D. SUBLETTING.

6.1.4. Expenditures for general administration, supervision, maintenance and other overhead or incidental expenses of the Local Government are not eligible for federal participation.

6.1.5. Acceptability of costs under this Agreement will be determined in accordance with the cost principles and procedures set forth in the applicable Federal Acquisition Regulations, Contract Cost Principals and Procedures, 48 Code of Federal Regulations (CFR) 31 which is incorporated by reference and made a part of this Agreement.

6.1.6. For costs expected to exceed $5,100.00, the Local Government must request the preparation and execution of a supplement to this Agreement, prior to incurring such costs.

6.2. **Cost.** The entire cost of the Project(s) is to be paid from federal funds made available by the FHWA and by other funds provided by the Local Government. The Local Government will pay any part of the cost or expense of the Project(s) that is not paid by federal funds. MnDOT will receive the federal funds to be paid by the FHWA for the Project, pursuant to Minnesota Statutes § 161.36, Subdivision 2. MnDOT will review and certify each partial pay request. Following certification of the partial estimate, MnDOT will reimburse the Local Government, from said federal funds made available to the Project, for each partial payment request, subject to the availability and limits of those funds

6.2.1. The Local Government may request partial payments not more than once each thirty (30) days. The Project Engineer will certify the amount of each partial estimate.

6.2.2. The invoice and supplements thereto, will contain all details that may be necessary for a proper audit. Such details will consist of at least the following:

(a) A breakdown of labor by individual, classification, dates and hours worked times the applicable rate to arrive at a total dollar amount for each individual.

(b) The labor additive may be applied to total labor dollars, not including overtime labor dollars.

(c) The equipment charges must be broken down by type of equipment times the applicable rate and dates used to arrive at total equipment charges.

(d) A detailed breakdown of outside services used and supporting invoices and documentation that costs of outside services have been paid.

(e) Detail for materials, supplies, and other items with the description, units, and unit prices included in the invoice. If materials or supplies are purchased from an outside source, a copy of that invoice should be included.

(f) The invoices will include 100% of eligible charges applicable to the Construction Engineering so that the prorata share of federal and Local Government participation can be applied to the total costs.

6.2.3. Following certification, by the Project Engineer, of the final estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified final estimate along with the required records

6.2.4. Reimbursement of costs under this Agreement will be based on actual costs, but limited to eligible items.

6.3. **Indirect Cost Rate Proposal/Cost Allocation Plan.** If the Local Government seeks reimbursement for indirect costs and has submitted to MnDOT an indirect cost rate proposal or a cost allocation plan, the rate proposed will be used on a provisional basis. At any time during the period of performance or the final audit of a project, MnDOT may audit and adjust the indirect cost rate according to the cost principles in 2 CFR Part 200. MnDOT may adjust associated reimbursements accordingly.

6.4. **Reimbursement.** The Local Government will prepare partial estimates in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify each partial estimate. Following certification of the partial estimate, the Local Government will make partial payments to the consultant in accordance with the terms of the construction contract for the Project(s).

6.4.1. Following certification of the partial estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government’s request will be made to MnDOT and will include a copy of the certified partial estimate.

6.4.2. Upon completion of the Project, the Local Government will prepare a final payment request in accordance with the terms of this Agreement. The Project Engineer will certify the final estimate. Following certification of the final estimate, the Local Government will make the final payment to the consultant in accordance with the terms of the construction contract for the Project(s).

6.4.3. Following certification, by the Project Engineer, of the final estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified final estimate along with the required records. MnDOT will review and certify the final payment request with a final audit.

6.4.4. No more than 90% of the reimbursement due under this Agreement will be paid until completion of the final audit and approval by MnDOT’s authorized representative

6.4.5. Upon completion of the Project(s), MnDOT will perform a final inspection and verify the federal and state eligibility of all payment requests. If the Project is found to have been completed in accordance with the plans and specifications, MnDOT will promptly release any remaining federal funds due the

Local Government for the Project(s). If MnDOT finds that the Local Government has been overpaid, the Local Government must promptly return any excess funds

6.4.6. In the event MnDOT does not obtain funding from the FHWA or other funding source, or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the Local Government may continue the work with local funds only, until such time as MnDOT is able to process the federal aid reimbursement requests.

6.5. **Matching Funds.** Any cost sharing or matching funds required of the Local Government in this Agreement must comply with 2 CFR 200.306.

6.6. **Federal Funds.** Payments under this Agreement will be made from federal funds. The Local Government is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for failure to comply with any federal requirements including, but not limited to, 2 CFR Part 200. If, for any reason, the federal government fails to pay part of the cost or expense incurred by the Local Government, or in the event the total amount of federal funds is not available, the Local Government will be responsible for any and all costs or expenses incurred under this Agreement. The Local Government further agrees to pay any and all lawful claims arising out of or incidental to the performance of the work covered by this Agreement in the event the federal government does not pay the same.

6.7. **Closeout.** The Local Government must liquidate all obligations incurred under this Agreement for each project and submit all financial, performance, and other reports as required by the terms of this Agreement and the Federal award at least twenty-four months prior to the **end date** of the period of performance for each project. MnDOT will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with funds will continue following project closeout.

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

8. Authorized Representatives

8.1. MnDOT's Authorized Representative is:

Name: Christopher Nobach, or their successor.

Title: State Aid, Special Projects

Phone: 651-366-3824

Email: Christopher.nobach@state.mn.us

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

8.2. The Local Government's Authorized Representative is:

Name: Karin Grandia, or their successor.

Title: Itasca County Engineer

Phone: 218-327-7389

Email: Karin.grandia@co.itasca.mn.us

If the Local Government's Authorized Representative changes at any time during this Agreement, the Local Government will immediately notify MnDOT.

9. Assignment Amendments, Waiver, and Agreement Complete

9.1. **Assignment.** Neither party will assign or transfer any rights or obligations under this Agreement without prior written approval of the other party.

9.2. **Amendments.** Any amendments/supplements to this Agreement must be in writing and be executed by the same parties who executed the original agreement, or their successors in office.

9.3. **Waiver.** If MnDOT fails to enforce any provision of this Agreement, that failure does not waive the provision or MnDOT's right to subsequently enforce it.

9.4. **Agreement Complete.** This agreement contains all negotiations and agreements between MnDOT and the Local Government. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

9.5. **Severability.** If any provision of this Agreement or the application thereof is found to be invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.

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

9.7. **Certification.** By signing this Agreement, the Local Government certifies that it is not suspended or debarred from receiving federal or state awards.

10. Liability and Claims

10.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.

10.2. **Claims.** The Local Government acknowledges that MnDOT is acting only as the Local Government's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The Local Government will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any *ultra vires* acts. To the extent permitted by law, the Local Government will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project, including reasonable attorney fees incurred by MnDOT. The Local Government's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

11. Audits

11.1. Under Minn. Stat. § 16C.05, Subd.5, the books, records, documents, and accounting procedures and practices of the Local Government, or any other party relevant to this Agreement or transaction, are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. The Local Government will take timely and appropriate action on all deficiencies identified by an audit.

11.2. The Local Government will comply with the Single Audit Act of 1984 and Office of Management and Budget (OMB) circular A-133 including amendments and successors thereto, which are incorporated herein by reference.

11.3. All requests for reimbursement are subject to audit, at MnDOT's discretion. The cost principles outlined in 2 CFR 200.400-.476 will be used to determine whether costs are eligible for reimbursement under this Agreement.

11.4. If Local Government expends $750,000 or more in Federal Funds during the Local Government's fiscal year, the Local Government must have a single audit or program specific audit conducted in accordance with 2 CFR Part 200.

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

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

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

15. **Termination; Suspension**

15.1. **Termination by MnDOT or Commissioner of Administration.** MnDOT or Commissioner of Administration may unilaterally terminate this Agreement with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

15.2. **Termination for Cause.** MnDOT may immediately terminate this Agreement if MnDOT finds that there has been a failure to comply with the provisions of this Agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that the Local Government has been convicted of a criminal offense relating to a state agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. MnDOT may take action to protect the interests of MnDOT of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

15.3. **Termination for Insufficient Funding.** MnDOT may immediately terminate this Agreement if:

15.3.1. MnDOT does not obtain funding from the Minnesota Legislature; or

15.3.2. Funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Local Government. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT will provide the Local Government notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.

15.4. **Suspension.** MnDOT may immediately suspend this Agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the

Local Government during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

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

17. **Fund Use Prohibited.** The Local Government will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Local Government from utilizing these funds to pay any party who might be disqualified or debarred after the Local Government's contract award on this Project.

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

19. **Appendix II 2 CFR Part 200.** The Local Government agrees to comply with the following federal requirements as identified in 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and agrees to pass through these requirements to its subcontractors and third party contractors, as applicable. In addition, the Local Government shall have the same meaning as "Contractor" in the federal requirements listed below.

19.1.1. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

19.1.2. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

19.1.3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order

11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

19.1.4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

19.1.5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

19.1.6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

19.1.7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

19.1.8. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

19.1.9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

19.1.10. Local Government will comply with 2 CFR § 200.323.

19.1.11. Local Government will comply with 2 CFR § 200.216.

19.1.12. Local Government will comply with 2 CFR § 200.322.

19.2. **Drug-Free Workplace.** The Local Government will comply with the Drug-Free Workplace requirements under subpart B of 49 C.F.R. Part 32.

19.3. **Title VI/Non-discrimination Assurances.**

The Local Government hereby agrees that, as a condition of receiving any Federal financial assistance under this Agreement, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d), related nondiscrimination statutes (i.e., 23 U.S.C. § 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, disability, or age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Local Government receives Federal financial assistance.

The Local Government hereby agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in any contract, the Local Government will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Local Government's compliance with this provision. The Local Government must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Local Government staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

19.4. **Buy America.** The Local Government must comply with the Buy America domestic preferences contained in the Build America, Buy America Act (Sections 70901-52 of the Infrastructure Investment and Jobs Act, Public Law 117-58) and as implemented by US DOT operating agencies.

19.5. **Federal Funding Accountability and Transparency Act (FFATA).**

19.5.1. This Agreement requires the Local Government to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Local Government is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Local Government provides information to the MnDOT as required.

a. Reporting of Total Compensation of the Local Government's Executives.

b. The Local Government shall report the names and total compensation of each of its five most highly compensated executives for the Local Government's preceding completed fiscal year, if in the Local Government's preceding fiscal year it received:

i. 80 percent or more of the Local Government's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

ii. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

Executive means officers, managing partners, or any other employees in management positions.

c. Total compensation means the cash and noncash dollar value earned by the executive during the Local Government's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax qualified.

19.5.2. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

19.5.3. The Local Government must report executive total compensation described above to the MnDOT by the end of the month during which this Agreement is awarded.

19.5.4. The Local Government will obtain a Unique Entity Identifier (UEI) number and maintain this number for the term of this Agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each project.

19.5.5. The Local Government's failure to comply with the above requirements is a material breach of this Agreement for which the MnDOT may terminate this Agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the Local Government unless and until the Local Government is in full compliance with the above requirements.

[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.]

Itasca County
Itasca County certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable articles, bylaws, resolutions or ordinances

By:____

Title:____

Date:____

By:____

Title:____

Date:____

DEPARTMENT OF TRANSPORTATION

By:____

Title: State Aid Engineer

Date:____

COMMISSIONER OF ADMINISTRATION

By:____

Date:____

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

Tuesday, July 8, 2025

REQUEST FOR BOARD ACTION: RBA-2025-462

DEPARTMENT: Land Department **TIME REQUESTED:** < 5 Minutes
PRESENTER: Michael Gibbons

AGENDA ITEM:
Utility Easement Across Tax-Forfeited Property in Section 20, T57N-R26W

BOARD ACTION REQUESTED:
Approve a utility easement for Lake Country Power over and across tax-forfeited property located in Outlot A, Plat of Little Moose Lake in Section 20, T57N, R26W, according to the recorded plat thereof, on file and of record in the office of the County Recorder, Itasca County, Minnesota, and authorize necessary signatures.

BACKGROUND:
This utility easement to Lake Country Power is for the realignment of an existing line.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. Easement LCP_OutlotA

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

ITASCA COUNTY UTILITY EASEMENT

This easement is granted this ___ day of _________, 2025, by Itasca County on behalf of the State of Minnesota in trust for the taxing districts, hereinafter referred to as the Grantor, to Lake Country Power, hereinafter referred to as the Grantee. The address of the Grantee for purposes of any notification required herein shall be 26039 Bear Ridge Drive, Cohasset, MN 55721.

RECITALS

1. This easement is granted pursuant to the provisions of Minnesota Statutes Section 282.04, Subd. 4, which authorizes the County Auditor to grant easements upon unsold, tax-forfeited lands.
2. The Grantee desires to obtain an easement for underground power line purposes and the Grantor desires to grant such an easement upon the property below described.
3. The Itasca County Board of Commissioners, by Board Action dated the _______ day of ___________, 2025, have prescribed the terms set forth below.

NOW, THEREFORE, in consideration of the premises and terms hereinafter set forth, the Grantor hereby grants unto the Grantee its heirs, successors and assigns, until terminated as hereinafter provided, full right and authority to enter at any time upon, across and under a strip of land 24 feet in width on the parcels hereinafter described, and from time to time to erect, maintain, repair, upgrade, rebuild, relocate, operate and patrol power lines, including the right to erect poles and other power line structures, wires, cables, pipes and any necessary appurtenances, the right to clear said strip and keep it clear from brush, trees, buildings and fire hazards and the right to remove dangerous trees, if any, located beyond the limits of said strip.

TERMS

I.

The 24-foot-wide right-of-way easement for utility purposes lies over, under and across Outlot A, Plat of LITTLE MOOSE LAKE, according to the recorded plat thereof, on file and of record in the office of the County Recorder, Itasca County, Minnesota, more particularly described as follows:

A right-of-way easement for utility purposes over, under and across a strip of land, 24.00 feet in width, located in Outlot A, Plat of LITTLE MOOSE LAKE, according to the recorded plat thereof, on file and of record in the office of the County Recorder, Itasca County, Minnesota, the centerline of which is described as follows:

Commencing at the southwest corner of said Outlot A; thence South 58 degrees 21 minutes 24 seconds East, assumed bearing along the southerly line of said Outlot A, a distance of 34.00 feet to the point of beginning of the centerline to be described; thence North 77 degrees 26 minutes 00 seconds East a distance of 137.00 feet; thence North 62 degrees 46 minutes 00 seconds East a distance of 81.30 feet to the east line of said Outlot A and said centerline terminating.

SEE ATTACHED SURVEY

DISCLAIMER: Itasca County is relying on ownership information and easement legal descriptions provided by the Grantee. The easement rights conveyed by this document are limited to parcels owned by the State of Minnesota in trust for the taxing districts. Itasca County makes no warranties as to the ownership of the parcels crossed by this easement and assumes no liability for any errors or costs for corrections in that regard.

II.

The Grantee shall comply with the Policy of Itasca County as the same is in effect as of the date of this easement and as hereinafter amended concerning the mapping and documentation of description of easements upon tax-forfeited lands and shall provide a written legal description and maps of the location of the "as built" easement centerline as set forth in the Policy.

III.

The Grantee, before entering upon the premises for construction purposes, shall pay to the Grantor the sum equal to the current market value of the easement. This amount is consideration for the granting of this easement. This fee is to be determined in accordance with the fee policy that is established by the Itasca County Board of Commissioners.

The Grantee may clear and keep cleared said strip of trees and brush and as progress is made therein the Grantor shall be advised and shall cause the timber to be scaled and the Grantee shall pay the Grantor for such existing timber, and tree reproduction, a price to be determined by the Itasca County Land Commissioner. The Grantee shall also compensate the Grantor for the value of dangerous trees which may from time to time be removed beyond the limits of this easement.

IV.

The Grantee shall comply with all laws, regulations and municipal ordinances affecting said lands, Grantee's activities upon said lands or the area in which they are situated. The Grantee shall keep said strip in a neat and orderly condition and shall remove all refuse and debris that may accumulate as a result of Grantee's or the Grantee's Contractor's use thereof. Nothing herein shall require the Grantee to remove refuse and debris unlawfully deposited by a third party. The Grantee shall take all reasonable precautions to prevent and suppress forest fires. The Grantee shall compensate the Grantor for any damages resulting from the improper use of said strip by the Grantee or damages to adjoining lands in gaining access thereto or egress therefrom.

V.

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

VI.

Nothing herein shall alter, limit, modify or restrict the authority of the County to sell or lease tax forfeited lands by law conferred. Any such sale or lease shall be subject to this easement and all rights granted by this easement shall be excepted from the conveyance or lease of the land and be reserved, and which may be canceled by the County Board in the same manner and for the same reason as it could have been canceled before sale or lease and in that case the rights granted thereby shall vest in the state in trust as the land on which it was granted was held before sale or lease.
The Grantor shall consult with the Grantee herein prior to the granting of any easements or permits over the property which is the subject of this easement if such easement or permit would substantially conflict with the rights of the Grantee herein.

VII.

Pursuant to Minnesota Statute Section 282.04, Subd. 4, this easement may be canceled for any substantial breach of the terms hereof or if at any time the Itasca County Board of Commissioners determines the continuance of this easement conflicts with the public use of these lands or any part thereof by resolution of said Board after ninety (90) days written notice of its intent to terminate this easement, addressed to Grantee at its address as set forth herein or as subsequently modified by written notice from the Grantee to the Grantor.

VIII.

Grantee may, subject to such other provisions as herein contained, at its own option and at its own peril, allow to remain upon the premises, subsequent to the Grantee's discontinuation of the use of its improvements upon the easement, any below ground equipment, structures, pipes, wires, cables and below ground appurtenances provided that said equipment, structures, pipes, wires, cables and appurtenances are in conformance with all federal, state or other governmental codes, if any, or if no such codes exist are at least three (3') feet below ground. Upon discontinuation of the use of this easement by the Grantee and removal of above ground equipment, structures, poles, wires, pipes and other appurtenances erected above ground, the Grantor shall be entitled to the full use and enjoyment of the surface rights of said easement and the Grantor shall waive any future fees for the granting of this easement.

IX.

Upon termination of this easement, the Grantee shall remove all its equipment, structures, poles, wires, pipes and other appurtenances located upon or above the lands described herein within one (1) year or as otherwise extended by the Itasca County Board of Commissioners; if such property is not removed within the aforesaid period of time, time being of the essence, title to all personal property remaining upon the premises shall vest in the Grantor, the Grantor, at its sole option may remove such property, restore the right of way to an environmentally sound condition and charge the Grantee for all expenses incurred.

Grantee shall, upon the removal of its property, restore the right-of-way to an environmentally sound condition. This may include, but is not limited to, eliminating any erosion problems and re-establishing stable vegetative cover as acceptable to the Land Commissioner.

X.

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

XI

That as additional consideration for the grant of this easement, the Grantee agrees to indemnify, save and hold harmless the Grantor from any loss, liability, damage or cost the Grantor may incur due to any causes of action, claims for damage or damages sustained by the Grantee or the person or property of any third party as a result of the presence of the Grantee, it's use, activities including ingress and egress or placement of improvements and equipment upon the above described premises or lands adjacent thereto, including but not limited to the reasonable value of attorney's fees in the defense of any claims.

A. GRANTEE agrees to defend, indemnify and hold harmless ITASCA COUNTY, its elected officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney fees resulting directly or indirectly from any act or omission of GRANTEE, anyone directly or indirectly employed by them and/or anyone for whose acts and/or omissions they may be liable in the performance of the use and presence required by this Easement and against all loss by reason of failure of said GRANTEE to perform fully, in any respect, all obligations under this Easement.

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

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

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

Limits

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

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

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

GRANTEE shall not commence work on the Site, or otherwise occupy the Site, until it has obtained required insurance and filed an acceptable Certificate of Insurance with ITASCA COUNTY to the attention of Itasca County Land Department, c/o Land Commissioner, 1177 LaPrairie Avenue, Grand Rapids, MN 55744. The Certificate shall:

1. List Itasca County as Certificate holder and as an additional insured with respect to operations covered under the contract for all liability coverages except Workers' Compensation and Employer's Liability and Professional Liability, if applicable; and,

2. Be amended to show that Itasca County will receive thirty (30) days written notice in the event of cancellation, non-renewal or material change in any described policies.

C. GRANTEE also agrees that any contract let by GRANTEE for the performance of the work on the Site as provided herein shall include clauses that will: (1) require the Contractor to defend, indemnify and hold harmless ITASCA COUNTY, its elected officials, officers, agents and employees for any liability, claims, causes of action, losses, demands, damages, judgments, costs, interest, expenses (including, without limitation, reasonable attorney fees, witness fees and disbursements incurred in the defendant thereof) arising out of or by reason of the acts and/or omissions of said Contractor, its subcontractors, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable for; (2) require the Contractor to provide and maintain insurance in accordance with the following:

a. Workers' Compensation: (Statutory Limits)

Employer's Liability Insurance:

		Limits
1.	Bodily Injury by Accident, each accident	$500,000
2.	Bodily Injury by Disease, policy limit	$500,000
3.	Bodily Injury by Disease, each employee	$500,000

Note: All states endorsement is required if Contractor is domiciled outside the State of Minnesota.

b. Commercial General and Automobile Liability Insurance:

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

Coverages above shall also include:
Premises - Operations
Contractual Liability (including oral and written contracts)
Explosion, Collapse, Underground Property Damage (XCU)

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

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

D. **GRANTEE further agrees the minimum requirements set forth above shall at all times be in an amount at least equal to the maximum liability of ITASCA COUNTY under Minn. Stat. 466.04 now or as said statute is hereafter amended or as otherwise**

required by law, statute or rule.

E. In addition to any other rights contained herein ITASCA COUNTY reserves the right to terminate, suspend or rescind this easement if the GRANTEE is not in compliance with the requirements contained herein and retains all its rights thereafter to pursue any legal remedies against GRANTEE. All insurance policies shall be open to inspection by ITASCA COUNTY upon written request.

F. The provisions of this section shall survive the termination of this easement in the event the Grantee has not removed all of the personal property the Grantee had placed upon or under the surface of the premises and the Grantor has not exercised its right to remove the property.

XII.

This easement shall not be assignable except upon written consent of the Grantor except that the execution and delivery by the Grantee of a mortgage and deed of trust, with the indentures supplementary to the same, shall not be deemed to be an assignment of this easement or the interest granted hereunder in violation of the provisions of this paragraph. Subject thereto, this easement shall endure to the benefit of and shall be binding upon the successors, assigns, heirs and legal representatives of the parties hereto.

XIII.

Additional construction and maintenance specifications:

A. Right-of-way construction, maintenance and associated activities must be confined to the stated right-of-way. Grantor agrees to grant temporary easements as are reasonably necessary for the purposes of construction and maintenance. No damage or improvements to access roads and other areas may be done outside of the right-of-way without permission from the Land Commissioner. The Land Commissioner must be notified before motor vehicles are used off traveled roadways or on vehicle restricted County trails, or before heavy equipment is moved across this easement or County lands not described herein. Prior approval and notification is not required during emergencies. However, the Land Commissioner must be notified within five (5) days of such use, damage or improvement to permit timely assessment of the extent of damage, if any, and to ensure proper reparations and repairs.

B. All timber, slash, rocks and similar debris left on County land must be disposed of in an manner acceptable to the Land Commissioner.

C. Organic soil material and mineral soil must be left in place on the right-of-way unless approved by the Land Commissioner.

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

E. Upon completion of the right-of-way construction and utility installation, the Grantee shall restore the right-of-way to an environmentally sound condition. This may include, but is not limited to, eliminating any erosion problems and re-establishing stable vegetative cover as acceptable to the Land Commissioner.

F. Construction and maintenance of the utility easement and system will be performed by the Grantee without any cost to the Grantor.

G. Grantee must mark all survey markers within the easement prior to right of way construction and maintenance. Grantee shall restore at Grantee's expense all survey markers damaged by Grantee or Grantee's contractors.

XIV

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

IN TESTIMONY WHEREOF, the County Auditor of the County of Itasca, State of Minnesota, has affixed his hand and seal this _______ day of __________________, 2025.

COUNTY OF ITASCA
STATE OF MINNESOTA

by______________________________

Itasca County Auditor/Treasurer

State of Minnesota)
) ss
County of Itasca)

On this _______ day of ______________, 2025, before me, a notary within and for said County, personally appeared Austin Rohling, County Auditor of said County, to me personally known to be the person who executed the foregoing instrument on behalf of said County and acknowledged that he executed the same in his official capacity as his free act and deed pursuant to statutes in such case made and provided and pursuant to authority of the Itasca County Board of Commissioners.

(Notary Seal) ______________________________
Notary Public

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

EXHIBIT A

A 24 foot wide right-of-way easement for utility purposes which lies over, under and across the following described parcel situated in Itasca County, Minnesota:

PARCEL DESCRIPTION

Outlot A, PLAT OF LITTLE MOOSE LAKE, according to the recorded plat thereof, on file and of record in the office of the County Recorder, Itasca County, Minnesota.

(P.I.D. 65-485-3000)

UTILITY EASEMENT DESCRIPTION

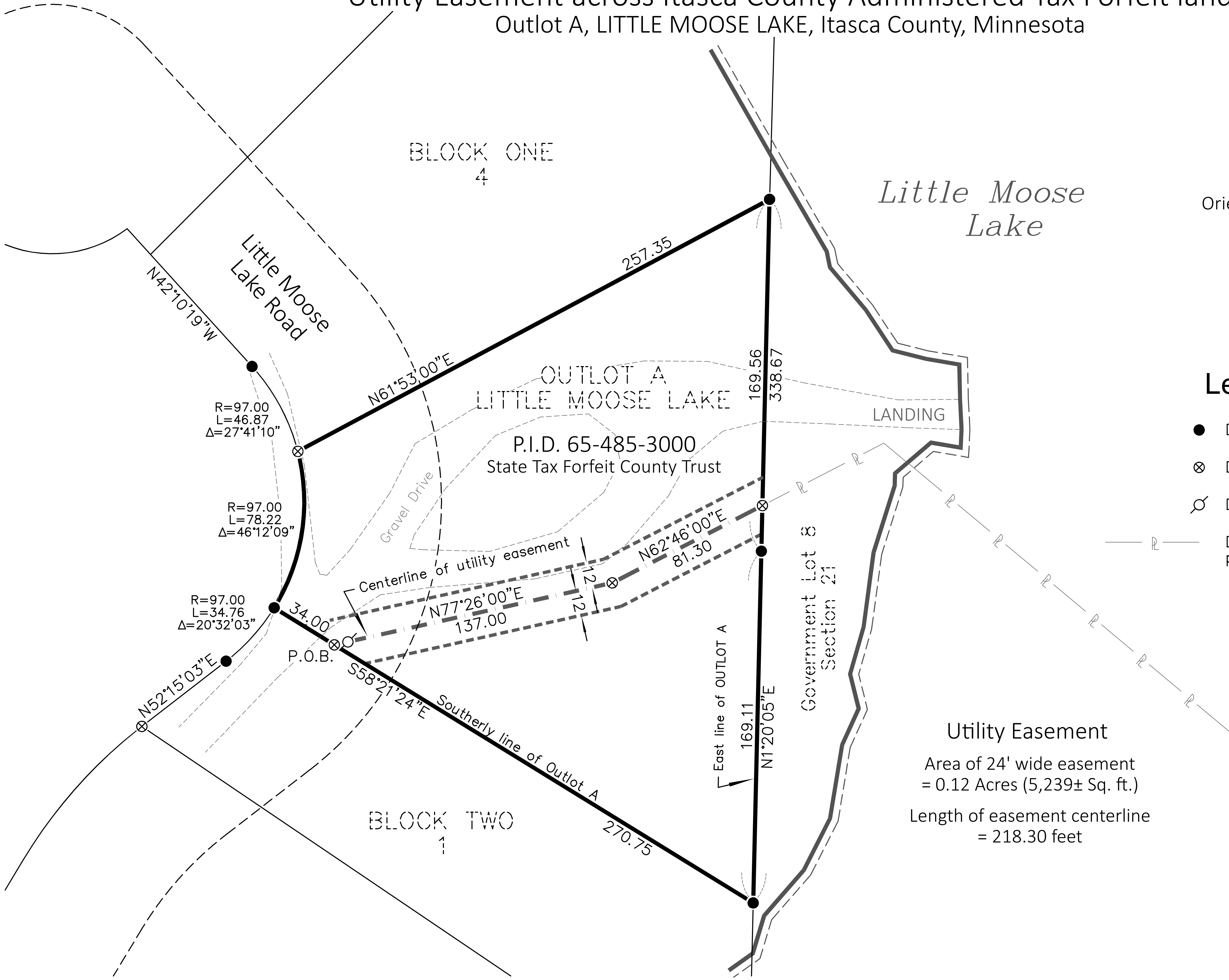
A right-of-way easement for utility purposes, 24.00 feet in width, over, under and across part of Outlot A, PLAT OF LITTLE MOOSE LAKE, according to the recorded plat thereof, on file and of record in the office of the County Recorder, Itasca County, Minnesota. The centerline of said easement is described as follows:

Commencing at the southwest corner of said Outlot A; thence South 58 degrees 21 minutes 24 seconds East, assumed bearing along the southerly line of said Outlot A, a distance of 34.00 feet to the point of beginning of the centerline to be described; thence North 77 degrees 26 minutes 00 seconds East a distance of 137.00 feet; thence North 62 degrees 46 minutes 00 seconds East a distance of 81.30 feet to the east line of said Outlot A and said centerline there terminating.

SURVEY EXHIBIT B

Utility Easement across Itasca County Administered Tax Forfeit land

Outlot A, LITTLE MOOSE LAKE, Itasca County, Minnesota



Orientation is based on the plat of LITTLE MOOSE LAKE

0 25 50 100

Scale in Feet

Legend

- ● Denotes found plat monument
- ⊗ Denotes calculated position
- Denotes LCP utility pole
- —— ℞ —— Denotes underground/under lake power line

Utility Easement

Area of 24' wide easement
= 0.12 Acres (5,239± Sq. ft.)

Length of easement centerline
= 218.30 feet

Surveyor's Affidavit

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

Jeffrey P. Major

Jeffrey P. Major

Date: 5/08/2025 Registration No. 44902

Lake Country Power

A Touchstone Energy® Cooperative

WO No. 41834

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

Tuesday, July 8, 2025

REQUEST FOR BOARD ACTION: RBA-2025-465

DEPARTMENT: Land Department
TIME REQUESTED: < 5 Minutes
PRESENTER: Michael Gibbons

AGENDA ITEM:
Utility Easement Across Tax-Forfeited Property in Section 15, T53N-R23W

BOARD ACTION REQUESTED:
Approve utility easement for Lake County Power over and across tax-forfeited property located in NWNW, Section 15, Township 53 North, Range 23 West, and authorize necessary signatures.

BACKGROUND:
This utility easement to Lake Country Power is for upgrades to their facilities.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. Easement_LCP_15-53-23

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

ITASCA COUNTY UTILITY EASEMENT

This easement is granted this ___ day of _________, 2025, by Itasca County on behalf of the State of Minnesota in trust for the taxing districts, hereinafter referred to as the Grantor, to Lake Country Power, hereinafter referred to as the Grantee. The address of the Grantee for purposes of any notification required herein shall be 26039 Bear Ridge Drive, Cohasset, MN 55721.

RECITALS

1. This easement is granted pursuant to the provisions of Minnesota Statutes Section 282.04, Subd. 4, which authorizes the County Auditor to grant easements upon unsold, tax-forfeited lands.
2. The Grantee desires to obtain an easement for underground power line purposes and the Grantor desires to grant such an easement upon the property below described.
3. The Itasca County Board of Commissioners, by Board Action dated the _______ day of ___________, 2025, have prescribed the terms set forth below.

NOW, THEREFORE, in consideration of the premises and terms hereinafter set forth, the Grantor hereby grants unto the Grantee its heirs, successors and assigns, until terminated as hereinafter provided, full right and authority to enter at any time upon, across and under a strip of land 24 feet in width on the parcels hereinafter described, and from time to time to erect, maintain, repair, upgrade, rebuild, relocate, operate and patrol power lines, including the right to erect poles and other power line structures, wires, cables, pipes and any necessary appurtenances, the right to clear said strip and keep it clear from brush, trees, buildings and fire hazards and the right to remove dangerous trees, if any, located beyond the limits of said strip.

TERMS

I.

The 24-foot-wide right-of-way easement for utility purposes lies over, under and across the Northwest Quarter of the Northwest Quarter (NW1/4NW1/4), Section Fifteen(15), Township Fifty-three (53) North, Range Twenty-three(23) West, of the Fourth Principal Meridian, Itasca County, Minnesota, more particularly described as follows:

A right-of-way easement for utility purposes over, under and across a strip of land, 24.00 feet in width, located in Northwest Quarter of the Northwest Quarter (NW1/4NW1/4), Section Fifteen(15), Township Fifty-three (53) North, Range Twenty-three(23) West, of the Fourth Principal Meridian, Itasca County, Minnesota, the centerline of which is described as follows: Commencing at the northwest corner of said NW1/4 NW1/4; thence South 87 degrees 47 minutes 38 seconds East, assumed bearing along the north line of said NW1/4 NW1/4, a distance of 35.00 feet to the point of beginning of the centerline to be described; thence South 2 degrees 55 minutes 06 seconds East a distance of 343.00 feet; thence South 1 degree 14 minutes 14 seconds East a distance of 607.50 feet; thence South 0 degrees 04 minutes 24 seconds East a distance of 348.13 feet to the south line of said NW1/4 NW1/4 and said centerline there terminating. SEE ATTACHED SURVEY

<u>**DISCLAIMER:** Itasca County is relying on ownership information and easement legal descriptions provided by the Grantee. The easement rights conveyed by this document are limited to parcels owned by the State of Minnesota in trust for the taxing districts. Itasca County makes no warranties as to the ownership of the parcels crossed by this easement and assumes no liability for any errors or costs for corrections in that regard. The Easement granted herein is limited to the interest of the tax-forfeited trust, if any, and subject to surviving record or possessory rights established prior and adverse to said interest. Nothing contained herein shall be construed to revive any such adverse right abandoned under Minnesota Statutes 541.021, subsequent revisions thereto, and/or other applicable law.</u>

II.

The Grantee shall comply with the Policy of Itasca County as the same is in effect as of the date of this easement and as hereinafter amended concerning the mapping and documentation of description of easements upon tax-forfeited lands and shall provide a written legal description and maps of the location of the "as built" easement centerline as set forth in the Policy.

III.

The Grantee, before entering upon the premises for construction purposes, shall pay to the Grantor the sum equal to the current market value of the easement. This amount is consideration for the granting of this easement. This fee is to be determined in accordance with the fee policy that is established by the Itasca County Board of Commissioners.

The Grantee may clear and keep cleared said strip of trees and brush and as progress is made therein the Grantor shall be advised and shall cause the timber to be scaled and the Grantee shall pay the Grantor for such existing timber, and tree reproduction, a price to be determined by the Itasca County Land Commissioner. The Grantee shall also compensate the Grantor for the value of dangerous trees which may from time to time be removed beyond the limits of this easement.

IV.

The Grantee shall comply with all laws, regulations and municipal ordinances affecting said lands, Grantee's activities upon said lands or the area in which they are situated. The Grantee shall keep said strip in a neat and orderly condition and shall remove all refuse and debris that may accumulate as a result of Grantee's or the Grantee's Contractor's use thereof. Nothing herein shall require the Grantee to remove refuse and debris unlawfully deposited by a third party. The Grantee shall take all reasonable precautions to prevent and suppress forest fires. The Grantee shall compensate the Grantor for any damages resulting from the improper use of said strip by the Grantee or damages to adjoining lands in gaining access thereto or egress therefrom.

V.

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

VI.

Nothing herein shall alter, limit, modify or restrict the authority of the County to sell or lease tax forfeited lands by law conferred. Any such sale or lease shall be subject to this easement and all rights granted by this easement shall be excepted from the conveyance or lease of the land and be reserved, and which may be canceled by the County Board in the same manner and for the same reason as it could have been canceled before sale or lease and in that case the rights granted thereby shall vest in the state in trust as the land on which it was granted was held before sale or lease. The Grantor shall consult with the Grantee herein prior to the granting of any easements or permits over the property which is the subject of this easement if such easement or permit would substantially conflict with the rights of the Grantee herein.

VII.

Pursuant to Minnesota Statute Section 282.04, Subd. 4, this easement may be canceled for any substantial breach of the terms hereof or if at any time the Itasca County Board of Commissioners determines the continuance of this easement conflicts with the public use of these lands or any part thereof by resolution of said Board after ninety (90) days written notice of its intent to terminate this easement, addressed to Grantee at its address as set forth herein or as subsequently modified by written notice from the Grantee to the Grantor.

VIII.

Grantee may, subject to such other provisions as herein contained, at its own option and at its own peril, allow to remain upon the premises, subsequent to the Grantee's discontinuation of the use of its improvements upon the easement, any below ground equipment, structures, pipes, wires, cables and below ground appurtenances provided that said equipment, structures, pipes, wires, cables and appurtenances are in conformance with all federal, state or other governmental codes, if any, or if no such codes exist are at least three (3') feet below ground. Upon discontinuation of the use of this easement by the Grantee and removal of above ground equipment, structures, poles, wires, pipes and other appurtenances erected above ground, the Grantor shall be entitled to the full use and enjoyment of the surface rights of said easement and the Grantor shall waive any future fees for the granting of this easement.

IX.

Upon termination of this easement, the Grantee shall remove all its equipment, structures, poles, wires, pipes and other appurtenances located upon or above the lands described herein within one (1) year or as otherwise extended by the Itasca County Board of Commissioners; if such property is not removed within the aforesaid period of time, time being of the essence, title to all personal property remaining upon the premises shall vest in the Grantor, the Grantor, at its sole option may remove such property, restore the right of way to an environmentally sound condition and charge the Grantee for all expenses incurred.

Grantee shall, upon the removal of its property, restore the right-of-way to an environmentally sound condition. This may include, but is not limited to, eliminating any erosion problems and re-establishing stable vegetative cover as acceptable to the Land Commissioner.

X.

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

XI

That as additional consideration for the grant of this easement, the Grantee agrees to indemnify, save and hold harmless the Grantor from any loss, liability, damage or cost the Grantor may incur due to any causes of action, claims for damage or damages sustained by the Grantee or the person or property of any third party as a result of the presence of the Grantee, it's use, activities including ingress and egress or placement of improvements and equipment upon the above described premises or lands adjacent thereto, including but not limited to the reasonable value of attorney's fees in the defense of any claims.

A. GRANTEE agrees to defend, indemnify and hold harmless ITASCA COUNTY, its elected officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney fees resulting directly or indirectly from any act or omission of GRANTEE, anyone directly or indirectly employed by them and/or anyone for whose acts and/or omissions they may be liable in the performance of the use and presence required by this Easement and against all loss by reason of failure of said GRANTEE to perform fully, in any respect, all obligations under this Easement.

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

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

<u>Limits</u>

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

		Limits
b.	Automobile Liability - Combined single limit each occurrence for bodily injury and property damage covering owned, non-owned and hired automobiles	$1,500,000
c.	Workers' Compensation and Employer's Liability:	Statutory Limits
	If the Contractor is based outside the State of Minnesota, coverage must apply to Minnesota laws	

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

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

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

GRANTEE shall not commence work on the Site, or otherwise occupy the Site, until it has obtained required insurance and filed an acceptable Certificate of Insurance with ITASCA COUNTY to the attention of Itasca County Land Department, c/o Land Commissioner, 1177 LaPrairie Avenue, Grand Rapids, MN 55744. The Certificate shall:

1. List Itasca County as Certificate holder and as an additional insured with respect to operations covered under the contract for all liability coverages except Workers' Compensation and Employer's Liability and Professional Liability, if applicable; and,

2. Be amended to show that Itasca County will receive thirty (30) days written

notice in the event of cancellation, non-renewal or material change in any described policies.

C. GRANTEE also agrees that any contract let by GRANTEE for the performance of the work on the Site as provided herein shall include clauses that will: (1) require the Contractor to defend, indemnify and hold harmless ITASCA COUNTY, its elected officials, officers, agents and employees for any liability, claims, causes of action, losses, demands, damages, judgments, costs, interest, expenses (including, without limitation, reasonable attorney fees, witness fees and disbursements incurred in the defendant thereof) arising out of or by reason of the acts and/or omissions of said Contractor, its subcontractors, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable for; (2) require the Contractor to provide and maintain insurance in accordance with the following:

a. Workers' Compensation: (Statutory Limits)

Employer's Liability Insurance:

		Limits
1.	Bodily Injury by Accident, each accident	$500,000
2.	Bodily Injury by Disease, policy limit	$500,000
3.	Bodily Injury by Disease, each employee	$500,000

Note: All states endorsement is required if Contractor is domiciled outside the State of Minnesota.

b. Commercial General and Automobile Liability Insurance:

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

Coverages above shall also include:
- Premises - Operations
- Contractual Liability (including oral and written contracts)
- Explosion, Collapse, Underground Property Damage (XCU)

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

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

D. **GRANTEE further agrees the minimum requirements set forth above shall at all times be in an amount at least equal to the maximum liability of ITASCA COUNTY under Minn. Stat. 466.04 now or as said statute is hereafter amended or as otherwise required by law, statute or rule.**

E. In addition to any other rights contained herein, ITASCA COUNTY reserves the right to terminate, suspend or rescind this easement if the GRANTEE is not in compliance with the requirements contained herein and retains all its rights thereafter to pursue any legal remedies against GRANTEE. All insurance policies shall be open to inspection by ITASCA COUNTY upon written request.

F. The provisions of this section shall survive the termination of this easement in the event the Grantee has not removed all of the personal property the Grantee had placed upon or under the surface of the premises and the Grantor has not exercised its right to remove the property.

XII.

This easement shall not be assignable except upon written consent of the Grantor except that the execution and delivery by the Grantee of a mortgage and deed of trust, with the indentures supplementary to the same, shall not be deemed to be an assignment of this easement or the interest granted hereunder in violation of the provisions of this paragraph. Subject thereto, this easement shall endure to the benefit of and shall be binding upon the successors, assigns, heirs and legal representatives of the parties hereto.

XIII.

Additional construction and maintenance specifications:

A. Right-of-way construction, maintenance and associated activities must be confined to the stated right-of-way. Grantor agrees to grant temporary easements as are reasonably necessary for the purposes of construction and maintenance. No damage or improvements to access roads and other areas may be done outside of the right-of-way without permission from the Land Commissioner. The Land Commissioner must be notified before motor vehicles are used off traveled roadways or on vehicle restricted County trails, or before heavy equipment is moved across this easement or County lands not described herein. Prior approval and notification is not required during emergencies. However, the Land Commissioner must be notified within five (5) days of such use, damage or improvement to permit timely assessment of the extent of damage, if any, and to ensure proper reparations and repairs.

B. All timber, slash, rocks and similar debris left on County land must be disposed of in a manner acceptable to the Land Commissioner.

C. Organic soil material and mineral soil must be left in place on the right-of-way unless approved by the Land Commissioner.

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

E. Upon completion of the right-of-way construction and utility installation, the Grantee shall restore the right-of-way to an environmentally sound condition. This may include, but is not limited to, eliminating any erosion problems and re-establishing stable vegetative cover as acceptable to the Land Commissioner.

F. Construction and maintenance of the utility easement and system will be performed by the Grantee without any cost to the Grantor.

G. Grantee must mark all survey markers within the easement prior to right of way construction and maintenance. Grantee shall restore at Grantee's expense all survey markers damaged by Grantee or Grantee's contractors.

H. This easement is subject to the approval/permitting process of public road authorities respecting their right of way and/or impacts to any of their existing improvements and anticipated alterations thereto, within our outside of their right of way.

I. Except as addressed in the previous paragraph, Grantee shall not, without prior written authorization from Itasca County, damage or impede the continued use and maintenance, rightful or otherwise, of any previously existing road, driveway, trail, snow storage location, ditch, drainage, in-slope, backslope, clearing, traffic control, sign, utility (buried or otherwise), culvert, building, septic, well, or other substantial structure or improvement, including the earth necessary to support any of it.

J. This Easement is subject to the right of Itasca County to use and maintain, for public highway purposes, the land within the area stated below for the specific road(s) identified: within 60 feet from the centerline of CSAH 72.

XIV

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

IN TESTIMONY WHEREOF, the County Auditor of the County of Itasca, State of Minnesota, has affixed his hand and seal this _______ day of __________________, 2025.

COUNTY OF ITASCA
STATE OF MINNESOTA

by______________________________

Itasca County Auditor/Treasurer

State of Minnesota)
) ss
County of Itasca)

On this _______ day of ______________, 2025, before me, a notary within and for said County, personally appeared Austin Rohling, County Auditor of said County, to me personally known to be the person who executed the foregoing instrument on behalf of said County and acknowledged that he executed the same in his official capacity as his free act and deed pursuant to statutes in such case made and provided and pursuant to authority of the Itasca County Board of Commissioners.

(Notary Seal)

____
Notary Public

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

EXHIBIT A

A 24 foot wide right-of-way easement for utility purposes which lies over, under and across the following described parcel situated in Itasca County, Minnesota:

PARCEL DESCRIPTION

The Northwest Quarter of the Northwest Quarter (NW1/4 NW1/4), Section Fifteen (15), Township Fifty-three (53) North, Range Twenty-three (23) West, of the Fourth Principal Meridian, Itasca County, Minnesota.

(P.I.D. 34-015-2200)

UTILITY EASEMENT DESCRIPTION

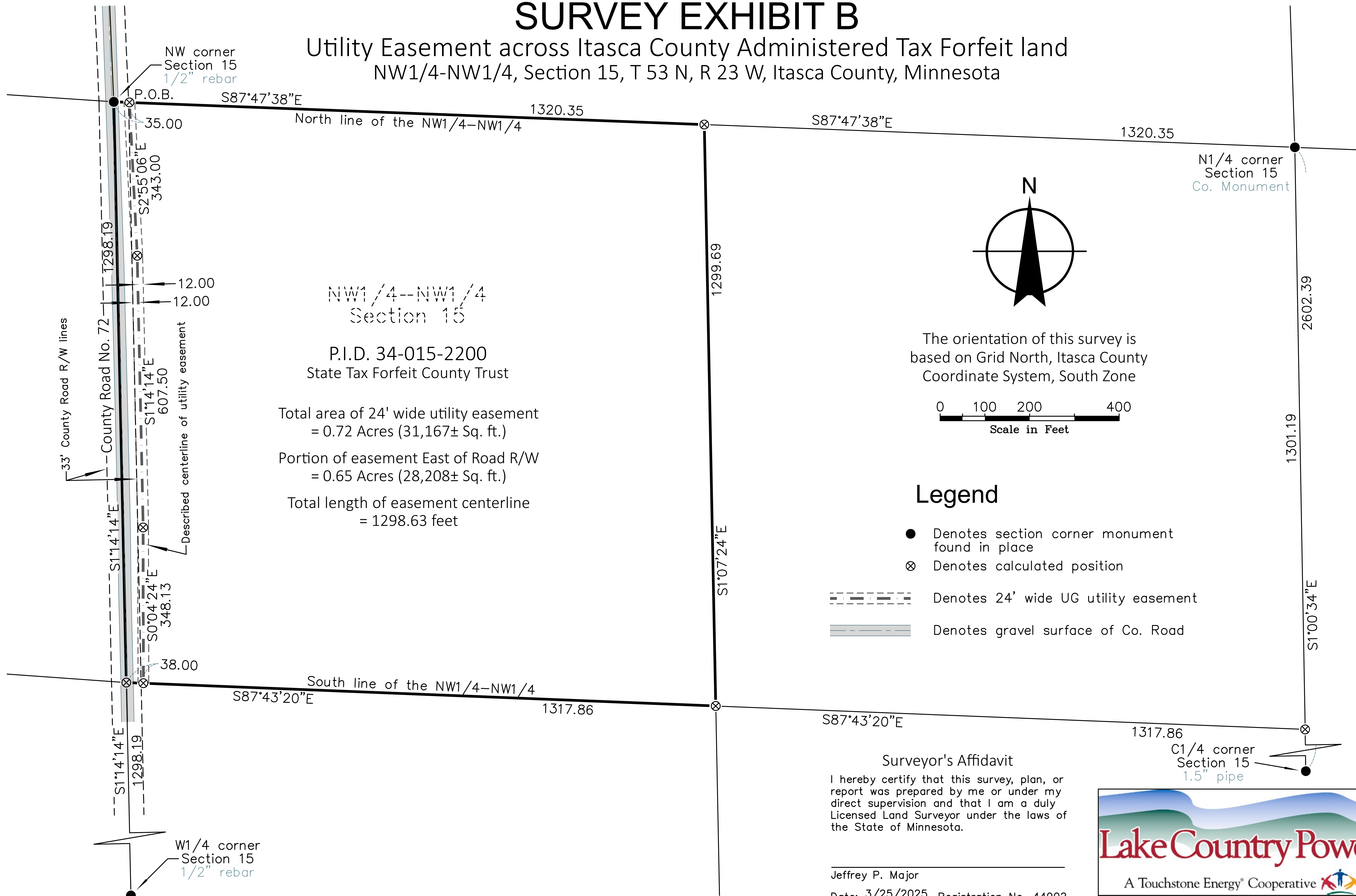
An easement for utility purposes, 24.00 feet in width, over, under and across part of the Northwest Quarter of the Northwest Quarter (NW1/4 NW1/4), Section Fifteen (15), Township Fifty-three (53) North, Range Twenty-three (23) West, of the Fourth Principal Meridian, Itasca County, Minnesota. The centerline of said easement is described as follows:

Commencing at the northwest corner of said NW1/4 NW1/4; thence South 87 degrees 47 minutes 38 seconds East, assumed bearing along the north line of said NW1/4 NW1/4, a distance of 35.00 feet to the point of beginning of the centerline to be described; thence South 2 degrees 55 minutes 06 seconds East a distance of 343.00 feet; thence South 1 degree 14 minutes 14 seconds East a distance of 607.50 feet; thence South 0 degrees 04 minutes 24 seconds East a distance of 348.13 feet to the south line of said NW1/4 NW1/4 and said centerline there terminating. Subject to the right-of-way of County Road No. 72.

SURVEY EXHIBIT B

Utility Easement across Itasca County Administered Tax Forfeit land

NW1/4-NW1/4, Section 15, T 53 N, R 23 W, Itasca County, Minnesota



P.I.D. 34-015-2200

State Tax Forfeit County Trust

Total area of 24' wide utility easement
= 0.72 Acres (31,167± Sq. ft.)

Portion of easement East of Road R/W
= 0.65 Acres (28,208± Sq. ft.)

Total length of easement centerline
= 1298.63 feet

The orientation of this survey is based on Grid North, Itasca County Coordinate System, South Zone

Legend

- ● Denotes section corner monument found in place
- ⊗ Denotes calculated position
- Denotes 24' wide UG utility easement
- Denotes gravel surface of Co. Road

Surveyor's Affidavit

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

Jeffrey P. Major

Date: 3/25/2025 Registration No. 44902

Lake Country Power
A Touchstone Energy® Cooperative

Cedar Valley Ckt 1	WO No. 41753

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

Tuesday, July 8, 2025

REQUEST FOR BOARD ACTION: RBA-2025-469

DEPARTMENT: Land Department **TIME REQUESTED:** < 5 Minutes
PRESENTER: Michael Gibbons

AGENDA ITEM:
Approve Road Easement Amendments in T60N-R25W.

BOARD ACTION REQUESTED:
Approve amendments to road easements in Sections 8, 17, and 18 of Township 60 North, Range 25 West, and authorize necessary signatures.

BACKGROUND:
The County granted two (2) road easements to Potlatch in 2014. The Conservation Fund is requesting easement amendments as they are preparing lands for sale.
The Land Department has no issues or concerns with these amendments.

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION:
1. Easement Amendment_1(Doc No A000682946)
2. Easement_1_Doc No A000682946
3. Easement Amendment_2_(Doc No A000682942)
4. Easement_2_Doc No A000682942

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

(Space Above for Recorder's Use)

FIRST AMENDMENT TO ROAD EASEMENT

THIS FIRST AMENDMENT TO ROAD EASEMENT (this "**Amendment**"), is made this ____ day of ______________, 2025 by and between the **COUNTY OF ITASCA**, a political subdivision of the State of Minnesota, with an address of 123 NE 4th Street, Grand Rapids, Minnesota 55744 ("**Grantor**"), and **THE CONSERVATION FUND, A NONPROFIT CORPORATION**, a Maryland non-stock corporation, with an address of 1655 North Fort Myer Drive, Suite 1300, Arlington, Virginia 22209 ("**Grantee**").

WITNESSETH:

WHEREAS, Grantor granted an easement over and across certain lands in Itasca County to Grantee (as successor in interest to Potlatch Minnesota Timberlands LLC) pursuant to Road Easement dated February 4, 2014 and recorded on February 26, 2014 in the Office of the County Recorder of Itasca County, Minnesota as Document No. A000682946 (the "**Easement**"); and

WHEREAS, Grantor and Grantee are entering into this Amendment to amend the terms of the Easement as provided below. Except as otherwise provided in this Amendment, all capitalized words and phrases used in this Amendment shall have the meanings set forth in the Easement.

NOW THEREFORE, the Easement is hereby amended as follows:

1. **Acquisition by the State of Minnesota**. Notwithstanding anything in the Easement to the contrary, if the State of Minnesota should acquire title to the parcels benefited by the Easement or any portion thereof, then, as to that portion so acquired, during the ownership of the State of Minnesota, the State of Minnesota shall not be bound by any of the Grantee obligations set forth in the Easement, including but not limited to any maintenance, repair, upgrade, indemnification, or other obligations.

2. **Miscellaneous**. Except as specifically amended hereby, all terms and conditions of the Easement shall remain in full force and effect. In the event of any conflict between the terms and conditions of this Amendment and the terms and conditions of the Easement, the terms and conditions of this Amendment shall control.

[Signature pages follow]

IN WITNESS WHEREOF, Grantor and Grantee have caused this Amendment to be executed as of the date first set forth above.

ITASCA COUNTY,
STATE OF MINNESOTA

By:_______________________________
Name:
Title:

STATE OF MINNESOTA)
) ss.
COUNTY OF ITASCA)

Then personally appeared the above named _________________________, in his/her capacity as ____________________ of ____________________, and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of said County of Itasca, State of Minnesota.

Given under my hand this ____ day of ____________, 2025.

Before me,

____
Notary Public

____
Print name
Commission expires:

THE CONSERVATION FUND,
A NONPROFIT CORPORATION

By:_____________________________
Name:
Title:

COMMONWEALTH OF VIRGINIA)
)ss
COUNTY OF ARLINGTON)

Then personally appeared the above named _________________________, in his/her capacity as __________________________ of THE CONSERVATION FUND, A NONPROFIT CORPORATION, and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of said non-profit corporation.

Given under my hand this ____ day of ____________, 2025.

Before me,

____
Notary Public

____
Print name
Commission expires:

This instrument was drafted by**:**

The Conservation Fund
1655 N. Fort Myer Dr. Suite 1300
Arlington, VA 22209

ITA-0057, 0057, 0059, 0060, 0061

(113)

A000682946
OFFICE OF THE COUNTY RECORDER
ITASCA COUNTY, MINNESOTA
CERTIFIED, FILED, AND
RECORDED ON
2/26/2014 1:51:51 PM
FILE #:
PAGES: 11
REC FEES: $46.00
LINDA NIELSEN
ITASCA COUNTY RECORDER
BY LN Dep

ROAD EASEMENT

This easement is granted pursuant to Paragraph 3 of that certain Stipulation of Proposed Settlement, Order and Judgment in Itasca County District Court file #31 – CV – 10 – 1619, a certified copy of said document being recorded in the Office of the Itasca County Recorder on October 17, 2011 as Document #A000658026 with a subsequent corrective certified copy being recorded in the Office of the Itasca County Recorder on November 17, 2011 as Document #A000658907 respectively.

In consideration of payment of the sum of **one DOLLARS ($1.00)**, receipt of which is hereby acknowledged, and pursuant to authority of the County Board of Commissioners of said County, herein called **"Grantor"**, on Nov 17, ~~2014~~ 2011, there is hereby granted to **Potlatch Minnesota Timberlands LLC**, herein called **"Grantee"**, whose address is **601 West 1st Avenue, Suite 1600, Spokane, WA 99201, its** heirs and assigns, an easement over tax-forfeited land and private 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 those portions of the following described roadway that lie on tax-forfeited land described as **N ½ of SW ¼ of Section 8, T60N, R25W**, and private land described as **NE ¼ of NE ¼, Government Lot 1, and S ½ of NE ¼ of Section 18, T60N, R25W;** said roadway lying within16.5 feet of each side of the following described centerlines, to-wit:
See Exhibits A and B.

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 and Subdivision 5.

RECEIVED FEB 26

Please return document to the Real

2. Easement shall be non-exclusive and appurtenant to and for the benefit of the parcel of land described as: **W1/2 of NW1/4, Section 17 and E1/2 of NE1/4 and SW1/4 of NE1/4, Section 18, all in T60N, R25W.**

3. The Itasca County Board of Commissioners, by resolution dated **26th day of July, 2011,** have 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 lands. Current road construction and maintenance guidelines should be obtained from the Land Department prior to planning such activities. 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** without any cost to the **Grantee.** **Any merchantable timber cut and forest regeneration damaged on the above mentioned right-of-way by the Grantee will be paid for by the Grantee at prevailing timber prices prior to being incurred.**

7. The roadway which is the subject of this easement shall be open for public use.

8. The map attached to this easement agreement is intended to show the approximate location of the road under easement. The **Grantor** does not guarantee the accuracy of this map, and the **Grantee** relies upon the same at their own peril. In the event that the **Grantee** desires or needs a survey, such survey shall be at the sole expense of the **Grantee.**

9. Prior to consideration of this roadway for establishment as a public road by Itasca County or any Township, the roadway must be constructed to standards as set forth in the Itasca County Subdivision Ordinance as in effect as of the day of consideration for establishment.

10. The **Grantee** shall indemnify and hold the **Grantor** harmless from any and all liability for injury to, or death of, the **Grantee,** its agents, guests or invitees or destruction of, or damage to, the property of the **Grantee,** its agents, guests or invitees in any manner arising from or

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

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

Name: **Potlatch Minnesota Timberlands LLC**
Address: **601 West 1st Avenue, Suite 1600**
Spokane, WA 99201

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

(116)

IN TESTIMONY WHEREOF, the County Auditor of the County of Itasca, State of Minnesota, has affixed his hand and seal this 4 day of February, 2014

County of Itasca, State of Minnesota

by Jeffrey T. Walker
Itasca County Auditor
Itasca County, Minnesota

STATE OF MINNESOTA)
) ss.
COUNTY OF ITASCA)

On this 4th day of Feb, 2014 before me Deputy Auditor within and for said county, personally appeared Jeffrey T. Walker, County Auditor of said county, to me personally known to be the person who executed the foregoing instrument on behalf of said county and acknowledged that he executed the same in his official capacity as his free act and deed pursuant to statutes and in such case made and provided and pursuant to the authority of the Itasca County Board of Commissioners.

Chief Deputy Auditor

Prepared by:
ITASCA COUNTY REAL ESTATE ASSISTANT

Julie C. Weitzel 2-18-14
Julie C. Weitzel Date

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EXHIBIT A

December 18, 2013

Segment County Road 7 to West line of the Southwest Quarter of the Southwest Quarter of Section 08, Township 60 North, Range 25 West

Commencing at the West Quarter Corner of said Section 08, Township 60 North, Range 25 West of the 4th Principal Meridian; thence South 66 degrees 58 minutes 39 seconds East a distance of 1514.63 feet (assuming a line between the Southwest corner and the West Quarter Corner of Section 08 bears North 01 degrees 35 minutes 34 seconds West) to the actual point of beginning of the easement centerline to be described;

thence South 32 degrees 30 minutes 21 seconds West a distance of 51.18 feet;
thence South 00 degrees 00 minutes 10 seconds West a distance of 45.97 feet;
thence South 34 degrees 47 minutes 59 seconds East a distance of 93.39 feet;
thence South 27 degrees 44 minutes 49 seconds East a distance of 155.03 feet;
thence South 21 degrees 53 minutes 08 seconds East a distance of 254.53 feet;
thence South 20 degrees 06 minutes 49 seconds East a distance of 311.52 feet;
thence South 18 degrees 15 minutes 28 seconds East a distance of 354.41 feet;
thence South 03 degrees 46 minutes 59 seconds West a distance of 69.87 feet;
thence South 42 degrees 29 minutes 14 seconds West a distance of 61.20 feet;
thence South 64 degrees 46 minutes 19 seconds West a distance of 114.18 feet;
thence South 63 degrees 35 minutes 14 seconds West a distance of 122.82 feet;
thence South 78 degrees 00 minutes 53 seconds West a distance of 107.86 feet;
thence South 70 degrees 10 minutes 48 seconds West a distance of 86.27 feet;
thence South 54 degrees 56 minutes 34 seconds West a distance of 90.41 feet;
thence South 42 degrees 10 minutes 26 seconds West a distance of 146.52 feet;
thence South 73 degrees 00 minutes 09 seconds West a distance of 88.77 feet;
thence South 88 degrees 01 minutes 53 seconds West a distance of 68.47 feet;
thence North 69 degrees 18 minutes 04 seconds West a distance of 90.42 feet;
thence South 88 degrees 34 minutes 00 seconds West a distance of 71.33 feet;
thence South 65 degrees 08 minutes 33 seconds West a distance of 151.92 feet;
thence South 58 degrees 23 minutes 25 seconds West a distance of 166.87 feet;
thence South 66 degrees 40 minutes 14 seconds West a distance of 199.35 feet;
thence South 74 degrees 01 minutes 27 seconds West a distance of 91.16 feet;
thence South 85 degrees 24 minutes 43 seconds West a distance of 91.49 feet;
thence South 78 degrees 23 minutes 26 seconds West a distance of 63.92 feet;
thence South 56 degrees 29 minutes 34 seconds West a distance of 110.58 feet;
thence South 73 degrees 32 minutes 48 seconds West a distance of 10.97 feet;
to the West line of the Southwest Quarter of the Southwest Quarter of Section 08, Township 60 North, Range 25 West and there said easement terminating . The sidelines of said easement to be lengthened or shortened to meet and terminate at said West line.

EXCEPTION OF ROAD RIGHT OF WAYS

Segment A-B

Commencing at the northeast corner of the northeast quarter of Section 18, Township 60 North, Range 25 West of the 4th Principal Meridian; thence North 02 degrees 07 minutes 32 seconds West, bearing assigned along the east line of the southeast quarter of Section 7, Township 60 North, Range 25 West of the 4th Principal Meridian, 23.48 feet to the centerline of Marie Lake Trail, a point here after referred to as Point "A", and the Point of beginning of the centerline to be described;

thence South 69 degrees 06 minutes 03 seconds West 13.88 feet;
thence South 71 degrees 33 minutes 55 seconds West 10.40 feet;
thence South 81 degrees 08 minutes 31 seconds West 18.30 feet;
thence North 87 degrees 58 minutes 42 seconds West 19.97 feet;
thence North 85 degrees 37 minutes 21 seconds West 49. 22 feet;
thence North 79 degrees 41 minutes 42 seconds West 28.88 feet;
thence North 81 degrees 21 minutes 47 seconds West 18.76 feet;
thence North 87 degrees 21 minutes 26 seconds West 15.28 feet;
thence South 89 degrees 20 minutes 02 seconds West 20.19 feet;
thence South 88 degrees 43 minutes 36 seconds West 21.14 feet;
thence South 88 degrees 47 minutes 24 seconds West 33.35 feet;
thence South 87 degrees 30 minutes 37 seconds West 32.43 feet;
thence South 88 degrees 53 minutes 02 seconds West 36.17 feet;
thence South 89 degrees 13 minutes 20 seconds West 51.90 feet;
thence South 87 degrees 45 minutes 16 seconds West 47.94 feet;
thence South 85 degrees 19 minutes 10 seconds West 40.28 feet;
thence South 87 degrees 18 minutes 37 seconds West 35.02 feet;
thence South 89 degrees 32 minutes 16 seconds West 29.12 feet;
thence South 89 degrees 09 minutes 49 seconds West 32.17 feet;
thence North 88 degrees 28 minutes 21 seconds West 35.23 feet;
thence South 89 degrees 00 minutes 13 seconds West 27.01 feet;
thence South 87 degrees 53 minutes 55 seconds West 25.61 feet;
thence South 85 degrees 54 minutes 52 seconds West 42.84 feet;
thence South 85 degrees 59 minutes 32 seconds West 36.95 feet;
thence South 86 degrees 49 minutes 04 seconds West 47.81 feet;
thence South 88 degrees 09 minutes 09 seconds West 26.92 feet;
thence North 85 degrees 08 minutes 50 seconds West 23.09 feet;
thence North 89 degrees 58 minutes 18 seconds West 30.89 feet;
thence North 87 degrees 33 minutes 49 seconds West 30.63 feet;
thence North 90 degrees 00 minutes 00 seconds West 21.92 feet;
thence South 82 degrees 36 minutes 30 seconds West 40.48 feet;
thence South 82 degrees 47 minutes 53 seconds West 22.94 feet;
thence South 77 degrees 56 minutes 13 seconds West 33.02 feet;
thence South 88 degrees 23 minutes 26 seconds West 23.19 feet ;
thence North 82 degrees 52 minutes 55 seconds West 31.88 feet;
thence North 79 degrees 22 minutes 11 seconds West 20.93 feet;
thence North 89 degrees 11 minutes 35 seconds West 18.49 feet;

thence South 88 degrees 48 minutes 02 seconds West 24.87 feet;
thence South 83 degrees 46 minutes 04 seconds West 34.97 feet;
thence South 79 degrees 26 minutes 11 seconds West 29.01 feet;
thence South 80 degrees 22 minutes 29 seconds West 22.58 feet;
thence South 77 degrees 45 minutes 37 seconds West 25.18 feet to a point here after referred to as Point "B";

Segment B-C

Beginning at the aforementioned Point "B";
thence South 56 degrees 29 minutes 06 seconds West 33.75 feet;
thence South 47 degrees 10 minutes 53 seconds West 31.47 feet to intersect the west line of the northeast quarter of the northeast quarter of said Section 18 and a point here after referred to as Point "C";

Segment C-D

Beginning at the aforementioned Point "C";
thence South 37 degrees 49 minutes 54 seconds West 35.08 feet;
thence South 18 degrees 59 minutes 48 seconds West 28.00 feet;
thence South 09 degrees 03 minutes 59 seconds East 41.32 feet;
thence South 13 degrees 41 minutes 45 seconds East 53.16 feet;
thence South 07 degrees 23 minutes 11 seconds East 23.63 feet;
thence South 17 degrees 42 minutes 01 seconds East 21.41 feet;
thence South 25 degrees 47 minutes 08 seconds East 28.07 feet to intersect the west line of the northeast quarter of the northeast quarter of said Section 18 and a point here after referred to as Point "D";

Segment D-E

Beginning at the aforementioned Point "D";
thence South 36 degrees 07 minutes 58 seconds East 24.19 feet;
thence South 45 degrees 28 minutes 53 seconds East 54.78 feet;
thence South 37 degrees 17 minutes 26 seconds East 35.46 feet;
thence South 32 degrees 11 minutes 07 seconds East 36.67 feet;
thence South 33 degrees 31 minutes 39 seconds East 42.43 feet;
thence South 32 degrees 02 minutes 25 seconds East 37.63 feet;
thence South 30 degrees 33 minutes 21 seconds East 41.83 feet;
thence South 31 degrees 52 minutes 55 seconds East 53.41 feet;
thence South 30 degrees 57 minutes 50 seconds East 35.43 feet;
thence South 29 degrees 25 minutes 38 seconds East 38.87 feet;
thence South 29 degrees 56 minutes 46 seconds East 23.04 feet;
thence South 32 degrees 44 minutes 05 seconds East 18.06 feet;
thence South 37 degrees 59 minutes 56 seconds East 17.63 feet;
thence South 46 degrees 14 minutes 10 seconds East 21.33 feet;
thence South 58 degrees 13 minutes 10 seconds East 23.49 feet;

thence South 60 degrees 49 minutes 09 seconds East 19.14 feet;
thence South 62 degrees 21 minutes 15 seconds East 20.58 feet;
thence South 56 degrees 30 minutes 50 seconds East 16.91 feet;
thence South 54 degrees 15 minutes 52 seconds East 21.92 feet;
thence South 49 degrees 03 minutes 34 seconds East 23.84 feet;
thence South 44 degrees 08 minutes 43 seconds East 20.56 feet;
thence South 39 degrees 31 minutes 20 seconds East 22.51 feet;
thence South 39 degrees 28 minutes 21 seconds East 19.12 feet;
thence South 36 degrees 57 minutes 38 seconds East 27.43 feet;
thence South 43 degrees 01 minutes 30 seconds East 17.81 feet;
thence South 44 degrees 18 minutes 05 seconds East 25.17 feet;
thence South 49 degrees 44 minutes 15 seconds East 27.87 feet;
thence South 48 degrees 20 minutes 10 seconds East 34.28 feet;
thence South 49 degrees 30 minutes 51 seconds East 58.49 feet;
thence South 49 degrees 48 minutes 13 seconds East 36.65 feet;
thence South 53 degrees 28 minutes 17 seconds East 36.46 feet;
thence South 51 degrees 56 minutes 03 seconds East 22.88 feet;
thence South 57 degrees 38 minutes 20 seconds East 25.95 feet;
thence South 53 degrees 21 minutes 03 seconds East 33.81 feet;
thence South 47 degrees 58 minutes 53 seconds East 29.50 feet;
thence South 45 degrees 24 minutes 24 seconds East 21.64 feet;
thence South 36 degrees 05 minutes 06 seconds East 15.84 feet;
thence South 28 degrees 08 minutes 30 seconds East 21.16 feet;
thence South 12 degrees 46 minutes 17 seconds East 16.69 feet;
thence South 01 degrees 19 minutes 01 seconds West 18.88 feet;
thence South 09 degrees 07 minutes 04 seconds West 17.80 feet;
thence South 14 degrees 22 minutes 54 seconds West 17.48 feet;
thence South 17 degrees 02 minutes 57 seconds West 34.05 feet;
thence South 12 degrees 31 minutes 43 seconds West 20.01 feet;
thence South06 degrees 25 minutes 08 seconds West 17.47 feet;
thence South 03 degrees 40 minutes 28 seconds West 23.70 feet;
thence South 04 degrees 08 minutes 40 seconds East 30.03 feet;
thence South 03 degrees 08 minutes 53 seconds East 43.47 feet;
thence South 06 degrees 01 minutes 39 seconds East 35.13 feet;
thence South 00 degrees 56 minutes 40 seconds East 39.50 feet;
thence South 02 degrees 20 minutes 14 seconds East 21.28 feet;
thence South 05 degrees 42 minutes 38 seconds West 19.63 feet;
thence South 04 degrees 54 minutes 32 seconds West 35.50 feet;
thence South 02 degrees 27 minutes 15 seconds West 30.41 feet;
thence South 02 degrees 24 minutes 40 seconds East 41.27 feet;
thence South 10 degrees 42 minutes 47 seconds East 32.69 feet;
thence South 13 degrees 34 minutes 13 seconds East 25.90 feet;
thence South 07 degrees 13 minutes 27 seconds East 15.53 feet;
thence South 03 degrees 32 minutes 24 seconds East 21.09 feet;
thence South 07 degrees 07 minutes 31 seconds West 22.74 feet;
thence South 16 degrees 00 minutes 04 seconds West 30.70 feet;

thence South 18 degrees 26 minutes 06 seconds West 27.45 feet;
thence South 27 degrees 30 minutes 42 seconds West 23.49 feet;
thence South 27 degrees 04 minutes 20 seconds West 32.90 feet;
thence South 20 degrees 07 minutes 11 seconds West 23.34 feet;
thence South 03 degrees 51 minutes 02 seconds West 22.62 feet;
thence South 06 degrees 44 minutes 23 seconds East 24.04 feet;
thence South 12 degrees 59 minutes 42 seconds East 20.27 feet;
thence South 11 degrees 24 minutes 39 seconds East 24.13 feet;
thence South 02 degrees 11 minutes 09 seconds East 28.45 feet;
thence South 04 degrees 56 minutes 20 seconds West 17.64 feet;
thence South 16 degrees 20 minutes 53 seconds West 16.96 feet;
thence South 22 degrees 37 minutes 13 seconds West 16.93 feet;
thence South 25 degrees 52 minutes 36 seconds West 32.32 feet;
thence South 33 degrees 30 minutes 53 seconds West 39.30 feet;
thence South 32 degrees 42 minutes 32 seconds West 28.11 feet;
thence South 34 degrees 13 minutes 54 seconds West 25.46 feet;
thence South 38 degrees 31 minutes 26 seconds West 28.57 feet;
thence South 33 degrees 17 minutes 58 seconds West 26.48 feet;
thence South 43 degrees 56 minutes 21 seconds West 16.58 feet;
thence South 46 degrees 50 minutes 52 seconds West 19.04 feet;
thence South 51 degrees 45 minutes 13 seconds West 23.49 feet;
thence South 57 degrees 10 minutes 17 seconds West 32.02 feet;
thence South 61 degrees 43 minutes 32 seconds West 32.53 feet;
thence South 67 degrees 40 minutes 49 seconds West 44.57 feet;
thence South 66 degrees 11 minutes 11 seconds West 42.46 feet;
thence South 68 degrees 52 minutes 15 seconds West 58.39 feet;
thence South 69 degrees 46 minutes 30 seconds West 39.55 feet;
thence South 70 degrees 26 minutes 11 seconds West 27.88 feet;
thence South 65 degrees 27 minutes 14 seconds West 30.30 feet;
thence South 64 degrees 32 minutes 12 seconds West 40.38 feet;
thence South 62 degrees 51 minutes 53 seconds West 58.52 feet to a point here after referred to as Point "E";

Segment E-F

Beginning once again at the aforementioned Point "E";
thence South 38 degrees 04 minutes 23 seconds West 49.62 feet;
thence South 38 degrees 20 minutes 43 seconds West 37.08 feet;
thence South 30 degrees 15 minutes 37 seconds West 29.71 feet;
thence South 27 degrees 12 minutes 55 seconds West 36.55 feet;
thence South 07 degrees 29 minutes 45 seconds West 33.27 feet;
thence South 02 degrees 13 minutes 26 seconds East 44.74 feet;
thence South 07 degrees 44 minutes 25 seconds East 45.12 feet;
thence South 37 degrees 51 minutes 25 seconds East 35.72 feet;

thence South 48 degrees 13 minutes 57 seconds East 31.70 feet more or less to intersect the south line of the northeast quarter of said Section 18 and there terminate, said termination point shown as Point "F" on Exhibit B.

Segment E-G

Beginning once again at the aforementioned Point "E";
thence South 61 degrees 59 minutes 47 seconds West 42.52 feet;
thence South 65 degrees 59 minutes 28 seconds West 54.40 feet;
thence South 68 degrees 08 minutes 22 seconds West 39.05 feet;
thence South 67 degrees 24 minutes 07 seconds West 43.49 feet;
thence South 66 degrees 21 minutes 04 seconds West 36.25 feet;
thence South 66 degrees 05 minutes 53 seconds West 20.89 feet;
thence South 50 degrees 33 minutes 36 seconds West 52.27 feet;
thence South 51 degrees 17 minutes 05 seconds West 35.04 feet;
thence South 48 degrees 31 minutes 01 seconds West 27.52 feet;
thence South 43 degrees 11 minutes 55 seconds West 24.41 feet;
thence South 38 degrees 06 minutes 49 seconds West 32.00 feet;
thence South 42 degrees 09 minutes 12 seconds West 27.81 feet;
thence South 30 degrees 05 minutes 21 seconds West 73.47 feet more or less to intersect the south line of the northeast quarter of said Section 18 and there terminate, said termination point shown as Point "G" on Exhibit B.

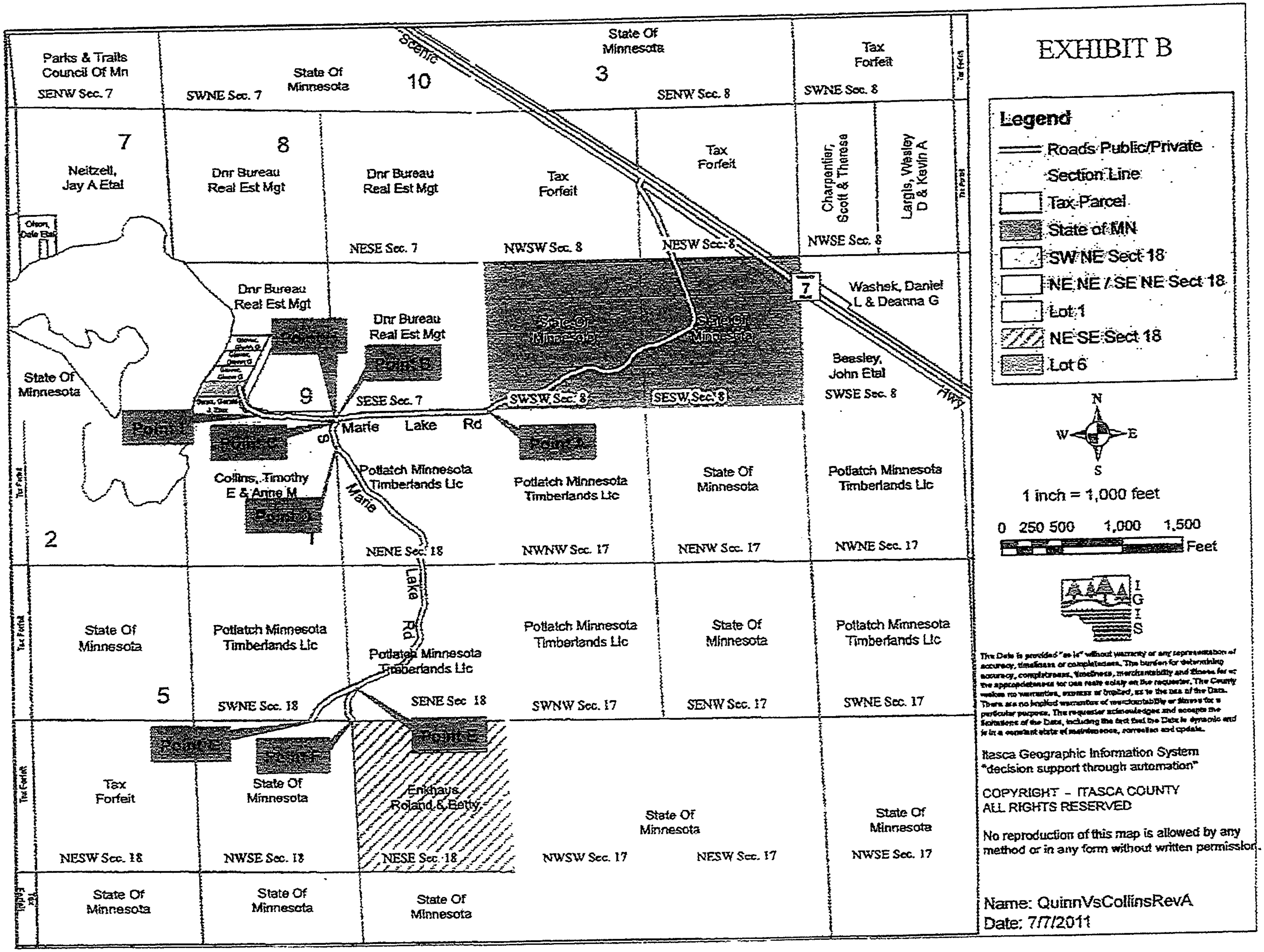
EXHIBIT B
Legend
Roads Public/Private
Section Line
Tax Parcel
State of MN
SW NE Sect 18
NE NE / SE NE Sect 18
Lot 1
NE SE Sect 18
Lot 6
N
W
E
S
1 inch = 1,000 feet
0 250 500 1,000 1,500
Feet
IGIS
Itasca Geographic Information System
"decision support through automation"
COPYRIGHT - ITASCA COUNTY
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Name: QuinnVsCollinsRevA
Date: 7/7/2011
Parks & Trails Council Of Mn
SENW Sec. 7
State Of Minnesota
SWNE Sec. 7
10
Scenic
State Of Minnesota
3
SENW Sec. 8
Tax Forfeit
SWNE Sec. 8
7
Neitzell, Jay A Etal
8
Dnr Bureau Real Est Mgt
Dnr Bureau Real Est Mgt
NESE Sec. 7
Tax Forfeit
NWSW Sec. 8
Tax Forfeit
NESW Sec. 8
Charpentier, Scott & Theresa
NWSE Sec. 8
Largis, Wesley D & Kevin A
Washek, Daniel L & Deanna G
7
Beasley, John Etal
SWSE Sec. 8
Hwy
Dnr Bureau Real Est Mgt
Dnr Bureau Real Est Mgt
State Of Minnesota
9
SESE Sec. 7
SWSW Sec. 8
SESW Sec. 8
Marie Lake Rd
Collins, Timothy E & Anne M
Potlatch Minnesota Timberlands Llc
Potlatch Minnesota Timberlands Llc
State Of Minnesota
Potlatch Minnesota Timberlands Llc
2
NENE Sec. 18
NWNW Sec. 17
NENW Sec. 17
NWNE Sec. 17
State Of Minnesota
Potlatch Minnesota Timberlands Llc
Potlatch Minnesota Timberlands Llc
Potlatch Minnesota Timberlands Llc
State Of Minnesota
Potlatch Minnesota Timberlands Llc
5
SWNE Sec. 18
SENE Sec 18
SWNW Sec. 17
SENW Sec. 17
SWNE Sec. 17
Tax Forfeit
State Of Minnesota
Enkhaus, Roland & Betty
State Of Minnesota
State Of Minnesota
NESW Sec. 18
NWSE Sec. 18
NESE Sec. 18
NWSW Sec. 17
NESW Sec. 17
NWSE Sec. 17
State Of Minnesota
State Of Minnesota
State Of Minnesota

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(Space Above for Recorder's Use)

FIRST AMENDMENT TO ROAD EASEMENT

THIS FIRST AMENDMENT TO ROAD EASEMENT (this "**Amendment**"), is made this _____ day of _____________, 2025 by and between the **COUNTY OF ITASCA**, a political subdivision of the State of Minnesota, with an address of 123 NE 4th Street, Grand Rapids, Minnesota 55744 ("**Grantor**"), and **THE CONSERVATION FUND, A NONPROFIT CORPORATION**, a Maryland non-stock corporation, with an address of 1655 North Fort Myer Drive, Suite 1300, Arlington, Virginia 22209 ("**Grantee**").

WITNESSETH:

WHEREAS, Grantor granted an easement over and across certain lands in Itasca County to Grantee (as successor in interest to Potlatch Minnesota Timberlands LLC) pursuant to Road Easement dated February 13, 2014 and recorded on February 26, 2014 in the Office of the County Recorder of Itasca County, Minnesota as Document No. A000682942 (the "**Easement**"); and

WHEREAS, Grantor and Grantee are entering into this Amendment to amend the terms of the Easement as provided below. Except as otherwise provided in this Amendment, all capitalized words and phrases used in this Amendment shall have the meanings set forth in the Easement.

NOW THEREFORE, the Easement is hereby amended as follows:

1. **Acquisition by the State of Minnesota**. Notwithstanding anything in the Easement to the contrary, if the State of Minnesota should acquire title to the parcels benefited by the Easement or any portion thereof, then, as to that portion so acquired, during the ownership of the State of Minnesota, the State of Minnesota shall not be bound by any of the Grantee obligations set forth in the Easement, including but not limited to any maintenance, repair, upgrade, indemnification, or other obligations.

2. **Miscellaneous**. Except as specifically amended hereby, all terms and conditions of the Easement shall remain in full force and effect. In the event of any conflict between the terms and conditions of this Amendment and the terms and conditions of the Easement, the terms and conditions of this Amendment shall control.

[Signature pages follow]

IN WITNESS WHEREOF, Grantor and Grantee have caused this Amendment to be executed as of the date first set forth above.

ITASCA COUNTY,
STATE OF MINNESOTA

By:________________________________
Name:
Title:

STATE OF MINNESOTA)
) ss.
COUNTY OF ITASCA)

Then personally appeared the above named __________________________, in his/her capacity as __________________________ of ______________________, and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of said County of Itasca, State of Minnesota.

Given under my hand this ____ day of ____________, 2025.

Before me,

____
Notary Public

____
Print name
Commission expires:

THE CONSERVATION FUND,
A NONPROFIT CORPORATION

By:______________________________
Name:
Title:

COMMONWEALTH OF VIRGINIA)
)ss
COUNTY OF ARLINGTON)

Then personally appeared the above named __________________________, in his/her capacity as ___________________________ of THE CONSERVATION FUND, A NONPROFIT CORPORATION, and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of said non-profit corporation.

Given under my hand this ____ day of ____________, 2025.

Before me,

____
Notary Public

____
Print name
Commission expires:

This instrument was drafted by**:**

The Conservation Fund
1655 N. Fort Myer Dr. Suite 1300
Arlington, VA 22209

√

ITA-0057, 0058, 0059, 0060, 0061

A000682942
OFFICE OF THE COUNTY RECORDER
ITASCA COUNTY, MINNESOTA
CERTIFIED, FILED, AND
RECORDED ON
2/26/2014 1:51:47 PM
FILE #:
PAGES: 9
REC FEES: $46.00
LINDA NIELSEN
ITASCA COUNTY RECORDER
BY LN Dep

(96)

ROAD EASEMENT

This easement is granted pursuant to Paragraph 3 of that certain Stipulation of Proposed Settlement, Order and Judgment in Itasca County District Court file #31 – CV – 10 – 1619, a certified copy of said document being recorded in the Office of the Itasca County Recorder on October 17, 2011 as Document #A000658026 with a subsequent corrective certified copy being recorded in the Office of the Itasca County Recorder on November 17, 2011 as Document #A000658907 respectively.

In consideration of payment of the sum of **one dollar ($1.00)**, receipt of which is hereby acknowledged, and pursuant to authority of the County Board of Commissioners of Itasca County, herein called "**Grantor**", on Nov 17, ~~2014~~ 2011, there is hereby granted to **Potlatch Minnesota Timberlands LLC,** herein called "**Grantee**", whose address is **601 West 1st Avenue, Suite 1600, Spokane, Washington 99201, its** heirs and assigns, a non-exclusive easement and right of way for road or trail purposes over and across certain lands owned by the State of Minnesota situated in Itasca County and administered by the Department of Natural Resources and described in **Exhibit A.** Maps of the easement are shown in **Exhibit B.**

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

1. Easement is granted pursuant to the provisions of Minnesota Statutes Section 373.01, Subd. 1, which authorizes the county to convey real estate owned by the county.
2. The grant of easement is subject to the terms and conditions of that certain easement recorded in the Office of the Itasca County recorder as Document #A000650492.
3. Easement shall be appurtenant to and for the benefit of the parcels described as follows:

RECEIVED FEB 28 2014

Please return document to the Real

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W1/2 of NW1/4, Section 17 and E1/2 of NE1/4 and SW1/4 of NE1/4, Section 18, all in T60N, R25W.

4. The Itasca County Board of Commissioners, by resolution dated the **26th day of July, 2011,** have prescribed the terms set forth below.

5. Easement fee constitutes full payment of the rights and interests herein conveyed including payment for any improvements, timber, and forest growth that will be destroyed on the easement area.

6. 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.

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

8. That the **Grantee's** address for the purpose of giving any notice of this agreement is as follows: **See above.**

9. Easement is subject to:
   a. Outstanding rights and interest, if any.
   b. Grantee shall be responsible for grading and snowplowing said right-of-way at its own expense. Any additional maintenance shall be performed by the Grantor at its discretion.
   c. The right-of-way hereby conveyed shall be open to the general public.
   d. Grantee shall abide by all statutes, rules and regulations regarding the disposal of materials by burning.
   e. Grantor shall at all times have the right to enter upon said right-or-way for any

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purposes necessary to the performance of lawful powers and duties.

f. Grantee shall, during construction, maintenance and operation, protect and preserve soil and vegetation cover and scenic and aesthetic values on the right-of-way and outside of construction limits.

g. Grantor and owner of underlying fee shall not be liable to the Grantee or any person for any injuries or damages to person or property arising from construction, operation or maintenance of said right-of-way.

h. Grantee shall provide for the prevention and control of soil erosion within the right-of-way, as required by the Grantor, that might be affected by construction, operation, or maintenance of the road or trail and shall plant and maintain vegetation of suitable species on all earth cut or fill slopes feasible for re-vegetation or on other area where ground cover is destroyed, provided that it be mutually determined by the Commissioner of Natural Resources or the Grantor and an authorized representative of the Grantee prior to completion of construction, that such steps are necessary and the Grantee shall maintain all terracing, water bars, lead-off ditches, culverts where necessary, and other preventive works that may be required to accomplish such agreed objectives.

i. Grantee shall establish no borrow, sand, or gravel pits, stone quarry or permanent storage areas, sites for road operations and maintenance facilities, camps, supply depots or disposal area within right-of-way, except with the prior written approval of the Grantor.

j. Grantee may maintain the right-of-way clearing by means of chemicals upon approval in writing by the Grantor.

k. Grantor reserves for its own use, all the iron, coal, gold and other valuable minerals, and all water power, and all oils and gases upon all lands covered by this easement, and the right to enter upon same for the purposes of exploration and mining same. After thirty years from the date of execution of this agreement, the Grantor, its lessees, or assignees may mine any or all of the lands covered by this easement, and construct all necessary roads, buildings and improvements relating to mining, without payment of any damages to the

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Grantee.

l. The easement grants no greater rights than existed prior to this grant, except as specifically granted herein.

10. The easement and right-of-way herein conveyed may be terminated either by mutual agreement of the parties hereto, or by the Grantor upon thirty days written notice to the Grantee if Grantee fails to comply with applicable laws or the terms of this easement; otherwise to remain in effect as long as used for the purposes granted, provided, however, if the easement and right-of-way or any part thereof shall be abandoned or shall cease to be used by the Grantee for a period of one year, the rights and privileges hereby granted shall cease and terminate and the land traversed by the abandoned or unused segment shall be freed from this easement and right-of-way. In the event of such agreement to terminate or abandon, Grantee, by authorized representative, shall furnish to the Grantor, a statement in recordable form evidencing termination.

11. All provisions of this easement shall run with the land and shall extend to and bind heirs, successors and assigns of the respective parties of this easement.

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Executed for Itasca County by the undersigned Leo Trunt, Chairman of the Itasca County Board of Commissioners and Trish Klein, Clerk, this 13th day of February 2014.

ITASCA COUNTY

by: Leo Trunt
Leo Trunt, Chairperson
Itasca County Board of Commissioners

ATTEST:

by: Trish Klein
Trish Klein, Clerk to
Itasca County Board of Commissioners

On the 13th day of February 2014, Leo Trunt and Trish Klein appeared before me and having been duly identified as the Chairman and the Clerk of the Itasca County Board of Commissioners, and having been duly sworn, stated that the foregoing license was executed for Itasca County as its free act and deed.

Amanda Jo Schultz
Notary Public
Itasca County, Minnesota

AMANDA JO SCHULTZ
Notary Public-Minnesota
My Commission Expires Jan 31, 2016

Prepared by:
ITASCA COUNTY REAL ESTATE ASSISTANT

Julie C. Weitzel 2-18-14
Julie C. Weitzel Date

EXHIBIT A

Land Description
Permanent Easement

An easement for ingress and egress purposes over, under and across the Southerly 33 feet of the Southeast Quarter of the Southeast Quarter in Section 07, all in Township 60 North, Range 25 West, Itasca County, Minnesota.

AND

A 33.00 foot wide easement for ingress and egress purposes over, under and across the Southwest Quarter of the Southwest Quarter and the Southeast Quarter of the Southwest Quarter of Section 08, all in Township 60 North, Range 25 West, Itasca County, Minnesota being 16.5 feet on each side of the following described centerline.

Commencing at the West Quarter Corner of said Section 08; thence South 66 degrees 58 minutes 39 seconds East a distance of 1514.63 feet (assuming a line between the Southwest corner and the West Quarter Corner of Section 08 bears North 01 degrees 35 minutes 34 seconds West) to the actual point of beginning of the easement centerline to be described:

Thence South 32 degrees 30 minutes 21 seconds West a distance of 51.18 feet;
thence South 00 degrees 00 minutes 10 seconds West a distance of 45.97 feet;
thence South 34 degrees 47 minutes 59 seconds East a distance of 93.39 feet;
thence South 27 degrees 44 minutes 49 seconds East a distance of 155.03 feet;
thence South 21 degrees 53 minutes 08 seconds East a distance of 254.53 feet;
thence South 20 degrees 06 minutes 49 seconds East a distance of 311.52 feet;
thence South 18 degrees 15 minutes 28 seconds East a distance of 354.41 feet;
thence South 03 degrees 46 minutes 59 seconds West a distance of 69.87 feet;
thence South 42 degrees 29 minutes 14 seconds West a distance of 61.20 feet;
thence South 64 degrees 46 minutes 19 seconds West a distance of 114.18 feet;
thence South 63 degrees 35 minutes 14 seconds West a distance of 122.82 feet;
thence South 78 degrees 00 minutes 53 seconds West a distance of 107.86 feet;
thence South 70 degrees 10 minutes 48 seconds West a distance of 86.27 feet;
thence South 54 degrees 56 minutes 34 seconds West a distance of 90.41 feet;
thence South 42 degrees 10 minutes 26 seconds West a distance of 146.52 feet;
thence South 73 degrees 00 minutes 09 seconds West a distance of 88.77 feet;

thence South 88 degrees 01 minutes 53 seconds West a distance of 68.47 feet;
thence North 69 degrees 18 minutes 04 seconds West a distance of 90.42 feet;
thence South 88 degrees 34 minutes 00 seconds West a distance of 71.33 feet;
thence South 65 degrees 08 minutes 33 seconds West a distance of 151.92 feet;
thence South 58 degrees 23 minutes 25 seconds West a distance of 166.87 feet;
thence South 66 degrees 40 minutes 14 seconds West a distance of 199.35 feet;
thence South 74 degrees 01 minutes 27 seconds West a distance of 91.16 feet;
thence South 85 degrees 24 minutes 43 seconds West a distance of 91.49 feet;
thence South 78 degrees 23 minutes 26 seconds West a distance of 63.92 feet;
thence South 56 degrees 29 minutes 34 seconds West a distance of 110.58 feet;
thence South 73 degrees 32 minutes 48 seconds West a distance of 10.97 feet;
to the West line of the Southwest Quarter of the Southwest Quarter of Section 08, Township 60 North, Range 25 West and there said easement terminating. The Sidelines of said easement to be lengthened or shortened to meet and terminate at said West line.

EXHIBIT B

(Maps of easements)

A 33.00 foot wide easement for ingress, egress and utility purposes over, under and across the Southwest Quarter of Section 08, all in Township 60 North, Range 25 West, Itasca County, Minnesota being 16.5 feet on each side of the following described centerline.

Commencing at the West Quarter Corner of said Section 08; thence South 66 degrees 58 minutes 39 seconds East a distance of 1514.63 feet (assuming a line between the Southwest corner and the West Quarter Corner of Section 08 bears North 01 degrees 35 minutes 34 seconds West) to the actual point of beginning of the easement centerline to be described:
thence South 32 degrees 30 minutes 21 seconds West a distance of 51.18 feet;
thence South 00 degrees 00 minutes 10 seconds West a distance of 45.97 feet;
thence South 34 degrees 47 minutes 59 seconds East a distance of 93.39 feet;
thence South 27 degrees 44 minutes 49 seconds East a distance of 155.03 feet;
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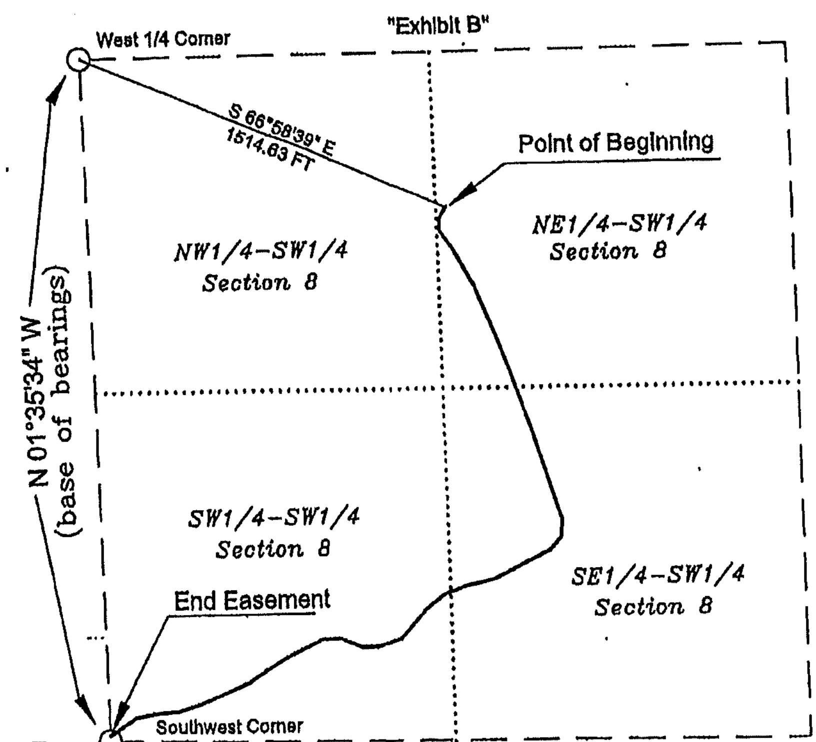
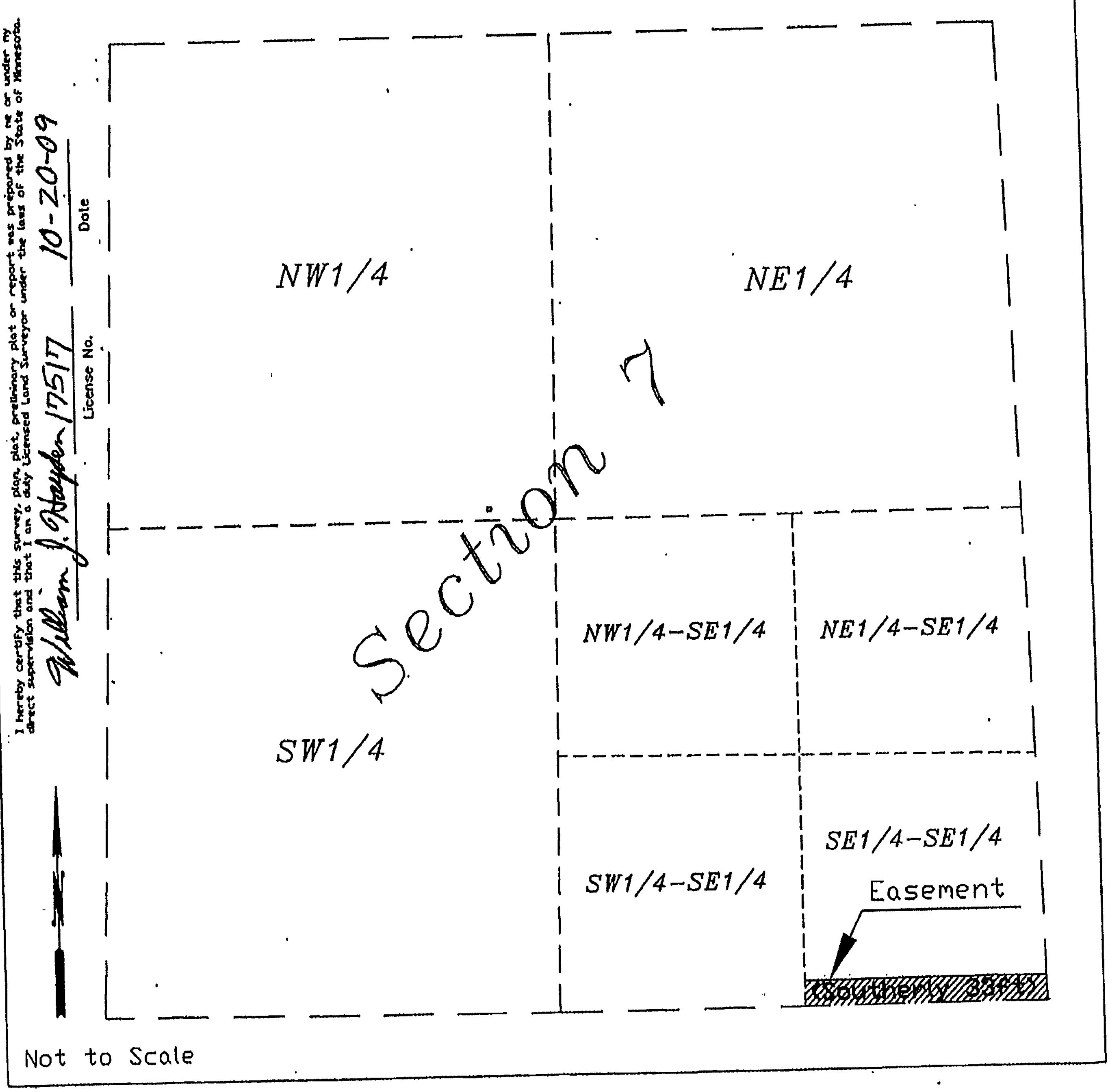
thence South 66 degrees 40 minutes 14 seconds West a distance of 199.35 feet;
thence South 74 degrees 01 minutes 27 seconds West a distance of 91.16 feet;
thence South 85 degrees 24 minutes 43 seconds West a distance of 91.49 feet;
thence South 78 degrees 23 minutes 26 seconds West a distance of 63.92 feet;
thence South 56 degrees 29 minutes 34 seconds West a distance of 110.58 feet;
thence South 73 degrees 32 minutes 48 seconds West a distance of 10.97 feet;
to the West line of the Southwest Quarter of the Southwest Quarter of Section 08, Township 60 North, Range 25 West and there said easement terminating. The sidelines of said easement to be lengthened or shortened to meet and terminate at said West line.
EXCEPTION OF ROAD RIGHT OF WAYS



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

William J. Hagen
17517 License No.
10-20-09 Date

An easement for ingress, egress and utility purposes over, under and across the Southerly 33 feet of the Southeast Quarter of the Southeast Quarter in Section 07, all in Township 60 North, Range 25 West, Itasca County, Minnesota.



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

Tuesday, July 8, 2025

REQUEST FOR BOARD ACTION: RBA-2025-152

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

AGENDA ITEM:
Citizen Input

BOARD ACTION REQUESTED:
Receive Citizen Input

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

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

07/08/2025

RESULT:	INFORMATIONAL - NO ACTION TAKEN

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

Tuesday, July 8, 2025

REQUEST FOR BOARD ACTION: RBA-2025-188

DEPARTMENT: Human Resources **TIME REQUESTED:** < 5 Minutes
PRESENTER: Brett Skyles

AGENDA ITEM:
Recognition of County Employees

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

Farewell to Theresa Hachey, whose last as a Probation Officer in the Probation Department will be effective July 11, 2025.

Congratulations to Kristi Jacobs, who was promoted from Case Aide to Social Worker in the Health and Human Services Department, which was effective July 6, 2025.

Congratulations to Kenneth Lipscy, who was promoted from Facilities Maintenance Worker I to Facilities Maintenance Worker II in the Administrative Services Department, which was effective July 6, 2025.

Congratulations to Teresa Hoey, who transferred from Eligibility Specialist to Human Services Support Specialist in the Health and Human Services Department, which was effective July 6, 2025.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

07/08/2025

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

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

Tuesday, July 8, 2025

REQUEST FOR BOARD ACTION: RBA-2025-81

DEPARTMENT: Auditor / Treasurer
TIME REQUESTED: < 5 Minutes
PRESENTER: Gail Guck

AGENDA ITEM:
Commissioner Warrants

BOARD ACTION REQUESTED:
Approve Commissioner Warrants with a check date of July 9, 2025, in the amount of $1,222,693.23.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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

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

Tuesday, July 8, 2025

REQUEST FOR BOARD ACTION: RBA-2025-467

DEPARTMENT: Auditor / Treasurer **TIME REQUESTED:** 5 Minutes
PRESENTER: Austin Rohling

AGENDA ITEM:
Set Public Hearing Re: Property Tax Abatement

BOARD ACTION REQUESTED:
Approve holding a Public Hearing Re: Adoption of a Resolution for the purpose of receiving public comment on the Approval of a Tax Abatement on August 5, 2025 during the County Board Regular Session beginning at 2:30 p.m.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. EXHIBIT 2 - La Prairie 2025 Tax Abatement
2. Preliminary Suggested Contract Points - COUNTY
3. Project Schedule ITASCA COUNTY

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

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, July 8, 2025

RESOLUTION 2025-22

RESOLUTION SETTING DATE FOR A PUBLIC HEARING ON THE APPROVAL OF A TAX ABATEMENT FOR FOXHAVEN LLC RENTAL TOWNHOME PROJECT

WHEREAS, The County of Itasca has determined it necessary and feasible to assist Foxhaven LLC by reimbursing the developer for project costs to support the construction of a townhome rental residential development in the City of La Prairie; and, the Board of Commissioners intends to abate the County's share of property taxes on parcels benefiting from the project to finance eligible project costs, under the authority of Minnesota Statutes 469.1812 to 469.1815 ("the Act");
and, prior to approving an abatement resolution and the use of tax abatement, the County must hold a public hearing.

THEREFOR, BE IT RESOLVED, by the Itasca County Board of Commissioners as follows: Public Hearing. The Board of Commissioners shall hold a public hearing on the use of tax abatement to assist Foxhaven LLC, with project costs associated with the construction of a townhome rental residential development, on Tuesday, August 5th, 2025, at the Itasca County Courthouse during the County Board Regular Session beginning at 2:30 p.m.

WHERUPON, said resolution was declared duly passed and adopted.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in this office on July 8, 2025 and that the same is a true and correct copy of the whole thereof.

Administrator

City of La Prairie & Itasca County Cooperative Tax Abatement
Foxhaven LLC Townhome Rentals Project
Tax Abatement Projections

Parcels and Values

Parcel Numbers*	Current Market Value (Land Only)	Current Tax Capacity	
93-555-0010	$ 31,400	$ 393	
93-555-0040	$ 29,500	$ 369	
93-555-0210	$ 31,400	$ 393	
93-555-0240	$ 30,500	$ 381	
TOTALS	$ 122,800	$ 1,535	Class 4A (residential non homestead 4+ units)

* New PINs will likely be assigned as development takes place

Development Assumptions

	Phase 1 (2025)	Phase 1 (2026)	Phase 2	Phase 3
Assumed Construction Year	2025	2026	2028	2030
No. of Units	2	2	4	4
Avg. Taxable Value / Unit	$ 575,000	$ 575,000	$ 575,000	$ 575,000
Tax Capacity per Unit(Class 4A - 1.25%)	$ 7,188	$ 7,188	$ 7,188	$ 7,188

Estimated City Tax Rate	37%
Estimated County Tax Rate	47%

ESTIMATED TAX ABATEMENT REVENUES

Construction Year (Taxes Payable Year)	Cumulative # of Units	New Total Tax Capacity	Less Original Tax Capacity	Captured Tax Capacity	ESTIMATED CITY TAX ABATEMENTS	ESTIMATED COUNTY TAX ABATEMENTS
2025 (2027)	2	$ 14,375	$ (1,535)	$ 12,840	$ 4,691	$ 6,005
2026 (2028)	4	$ 28,750	$ (1,535)	$ 27,215	$ 9,944	$ 12,728
2027 (2029)	4	$ 28,750	$ (1,535)	$ 27,215	$ 9,944	$ 12,728
2028 (2030)	8	$ 57,500	$ (1,535)	$ 55,965	$ 20,448	$ 26,174
2029 (2031)	8	$ 57,500	$ (1,535)	$ 55,965	$ 20,448	$ 26,174
2030 (2032)	12	$ 86,250	$ (1,535)	$ 84,715	$ 30,953	$ 39,619
2031 (2033)	12	$ 86,250	$ (1,535)	$ 84,715	$ 30,953	$ 39,619
2032 (2034)	12	$ 86,250	$ (1,535)	$ 84,715	$ 30,953	$ 39,619
2033 (2035)	12	$ 86,250	$ (1,535)	$ 84,715	$ 30,953	$ 39,619
2034 (2036)	12	$ 86,250	$ (1,535)	$ 84,715	$ 30,953	$ 39,619
2035 (2037)	12	$ 86,250	$ (1,535)	$ 84,715	$ 30,953	$ 39,619
2036 (2038)	12	$ 86,250	$ (1,535)	$ 84,715	$ 30,953	$ 39,619
2037 (2039)	12	$ 86,250	$ (1,535)	$ 84,715	$ 30,953	$ 39,619
2038 (2040)	12	$ 86,250	$ (1,535)	$ 84,715	$ 30,953	$ 39,619
2039 (2041)	12	$ 86,250	$ (1,535)	$ 84,715	$ 30,953	$ 39,619
				TOTALS >>	**$ 375,000**	**$ 480,000**

EXHIBIT 2

BASIC POINTS FOR TAX ABATEMENT CONTRACT

Itasca County & Foxhaven LLC

Developer / Contact Info

Foxhaven, LLC
745 Hoolihan Ave, Grand Rapids, MN 55744
Travis Luedke, Managing Partner
Phone: 218-910-8557
TravisLuedke@outlook.com

Development Site / Tax Abatement Area

93-555-0010
93-555-0240
93-555-0040
93-555-0210
** New parcel numbers will be assigned as development occurs*

Developer Agrees:

1. To deposit $6,000 with the City of La Prairie (who will cover all setup expenses) as an "application fee" to cover processing and legal costs associated with a tax abatement contract.
2. To construct four 4-plex townhome rental units along with any required public improvements as "Phase 1" by 12/31/2026 with an estimated taxable valuation of $575,000 per building.
3. To construct four 4-plex townhome rental units along with any required public improvements as "Phase 2" by 12/31/2028 with an estimated taxable valuation of $575,000 per building.
4. To construct four 4-plex townhome rental units along with any required public improvements as "Phase 3" by 12/31/2030 with an estimated taxable valuation of $575,000 per building.
5. To maintain all units as "rental" units for duration of contract.
6. To indemnify and hold harmless the County for the project.

County Agrees:

1. To reimburse the Developer for project costs up to $480,000 over a 15-year period utilizing "pay as you go" tax abatement assistance.

2. Tax abatements will be limited to 100% of the new County taxes generated by building value only.
3. Payments will be made annually, commencing with February 1, 2028 (for taxes collected in 2027).
4. If Phase 1 is not completed by 12/31/2026, tax abatement payments will be withheld until the first collection year after it is deemed completed. Missed years will not be provided after the fact. As an example, if Phase 1 is not fully completed until sometime in 2027, the first payment shall be 2/1/2030 (for taxes collected in 2029). Any tax abatement generated prior to 2029 would be lost.
5. If Phase 2 is not completed by 12/31/2028, tax abatement payments will be reduced to 75% of the new County taxes generated until the first collection year after it is deemed completed. As above, missed years will not be provided after the fact.
6. If Phase 3 is not completed by 12/31/2030, tax abatement payments will be reduced to 50% of the new County taxes generated until the first collection year after it is deemed completed. As above, missed years will not be provided after the fact.
7. If a Phase is delayed due to factors outside of the developer’s control, they may petition the County to extend development deadlines to avoid reduction of future abatement payments as described above.
8. Regardless of when phases are completed (even if caused by unavoidable delays outside of the developer’s control), in no instance will the County reimburse more than $480,000 or make payments beyond February 1, 2042 (for taxes collected in 2041).

Itasca County Minnesota
2025 Tax Abatement
Foxhaven LLC Townhome Rentals Project

PROJECT SCHEDULE

County Board adopts Resolution Calling Public Hearing & Authorizes Tax Abatement Processing and Drafting of Contract (similar city action on July 7)	July 8
Request publication of Legal Notice – *Scenic Range* (DDA will handle)*	July 18
Request publication of Legal Notice – *Herald Review* (DDA will handle)*	July 21
Publication of Public Notice *Scenic Range*	Thursday, July 24
Publication of Public Notice *Herald Review*	Wednesday, July 23
TAX ABATEMENT PUBLIC HEARING **(city action on August 4)**	**2:30 PM, August 5, 2025**
County Board adopts Resolution Approving Tax Abatement	August 5
Council approves Development Contract	August 5

** Official Newspapers: Scenic Range News Forum – publishes Thursdays, deadline Friday prior (noon)*
Grand Rapids Herald Review – publishes Wed, deadline Monday prior (noon)

***County Board: Meets every Tuesday 2:30 p.m.*

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

Tuesday, July 8, 2025

REQUEST FOR BOARD ACTION: RBA-2025-468

DEPARTMENT: Health & Human Services **TIME REQUESTED:** < 5 Minutes
PRESENTER: Eric Villeneuve

AGENDA ITEM:
YMCA Lease Addendum

BOARD ACTION REQUESTED:
Approve the Addendum to the lease between Itasca County and YMCA to decrease the rate to $11.00 per square foot for the time period of July 1, 2025, through August 31, 2026.

BACKGROUND:
The YMCA will pay for 6,845 square feet of space at the rate of $11.00 per square foot for the sum of $6,274.58 per month. This will allow them to scope out the childcare landscape for the 2025-2026 school year. This will also allow a collaborative effort between the YMCA, Early Edge, and Itasca County. Early Edge will work with the YMCA on the use of one classroom for 3-year-old care during the school year. They have been a good tenant and fit for us, so we do support this request, as obviously, if they close altogether we stand to lose the entire $95,830 as well as the child care slots that the community needs.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. YMCA Addendum 2025-2026

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

A D D E N D U M
to
Lease
Between Itasca County
and
Itasca County Family YMCA

We the parties hereto, agree that the terms and agreement of the lease for **space at the Itasca Resource Center**, currently in place September 1, 2023 through August 31, 2026, has the following change effective July 1, 2025:

- Decrease rate to $11.00 per square foot. The YMCA will pay for 6,845 square feet of space at the rate of $11.00 per square foot the sum of $6,274.58 per month, payable on the 5th day of each month for the time period of July 1, 2025 through August 31, 2026.

	Room Number	Square Footage
Classroom	149	848
Classroom	145	832
Classroom	142	936
Classroom	140	936
Classroom	138	936
Classroom	134	936
Gym/Cafeteria	132	866
Office	112 & 113	555
		6,845 square feet

.
All other Descriptions Remain Unchanged in the 2023-2026 Lease.

And that the parties herein will honor these same terms and agreements described.

LESSOR

Itasca County

By:________________________________

Title:________________________________

Date:________________________________

LESSEE

Itasca County Family YMCA

By:________________________________

Title:________________________________

Date:________________________________

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

Tuesday, July 8, 2025

REQUEST FOR BOARD ACTION: RBA-2025-425

DEPARTMENT: Administrative Services **TIME REQUESTED:** 15 Minutes
PRESENTER: Megan Christianson

AGENDA ITEM:
Visit Grand Rapids Update

BOARD ACTION REQUESTED:
Receive an update from Visit Grand Rapids.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. VGR Tourism Economic Impact 2025
2. 2024 Annual Report
3. 2023 EMT Tourism Economic Impact By County

07/08/2025

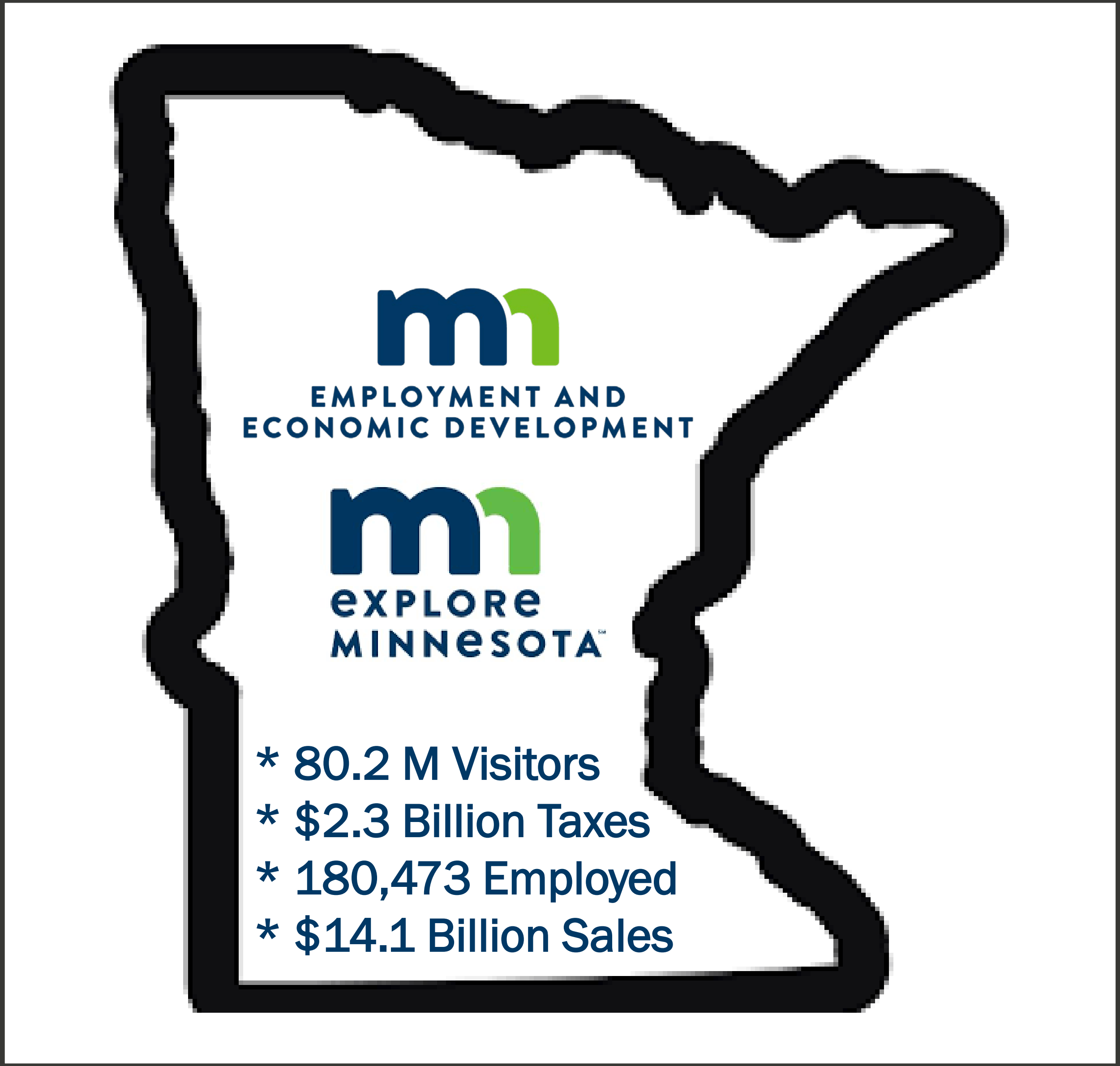
RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

GRAND RAPIDS & ITASCA COUNTY TOURISM ECONOMIC IMPACT

Travel is one of America's most powerful economic engines—supporting 15 million jobs, generating $2.9 trillion in economic output and funding essential public services. It strengthens every sector of the economy, from restaurants and retail to tech, manufacturing and agriculture.

VISIT GRAND RAPIDS

GET OUTDOORS INTO MINNESOTA'S NATURE



In 2023, visitor spending saved each Minnesota household $1,002 in state and local taxes.*

*Sources: *Tourism Economics 2023; SMARI Advertising Effectiveness Study, 2024*

LEARN MORE

https://mn.gov/tourism-industry/

Explore Minnesota has developed a comprehensive model to quantify Minnesota's visitor economy and better detail the far-reaching impacts of visitor spending.

NE MINNESOTA TOURISM ECONOMIC IMPACT

County	Gross Sales	State Sales Tax	Employment
Carlton	$77,721,048	$4,878,383	1,021
Cook	$88,413,748	$5,796,983	829
Itasca	$101,548,580	$6,451,184	1,527
Kanabec	$22,063,130	$1,372,503	350
Koochiching	$48,741,904	$2,909,158	639
Lake	$48,348,302	$3,192,861	726
Pine	$77,399,554	$4,407,005	1,178
St. Louis	$711,888,550	$46,058,890	10,812
Region Total	$1,176,124,816	$75,066,967	17,082

Tourism is VITAL and VIBRANT in the Grand Rapids & Itasca County area.

VISIT GRAND RAPIDS MINNESOTA

"To generate a positive economic impact through destination marketing, and tourism and hospitality advocacy in the greater Grand Rapids, Minnesota area."

VISIT GRAND RAPIDS
GET OUTDOORS INTO MINNESOTA'S NATURE

- Started in 1983
- Destination Marketing Organization
- Agreement with the City of Grand Rapids
- Market and promote to attract visitors to vacation here
- Funded by 3% lodging tax
- 37 lodging properties collect lodging tax and are a part of a destination marketing collaborative.
- Overseen by 10 Board of Directors

Board of Directors

Sara Thompson, President
(Itasca County Land Department)

Lewis Kellin, Past President
(Hotel Rapids & Cohaus)

Grant Prokop, Vice President
(Thousand Grand Lakes Sporting Goods)

Adam Lambrecht, Secretary/Treasurer
(Rising Eagle Resort)

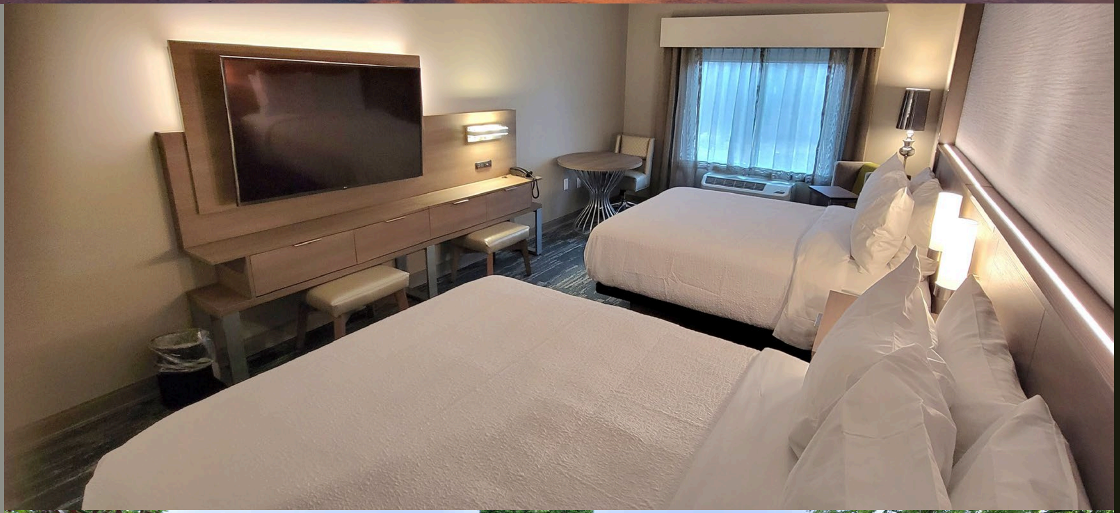
Kris Ives
(Timberlake Lodge Hotel & Event Center, IM Hotel and AmericInn)

Jeff Johns
(MN Historical Society)

Tim Oxborough
(Sugar Lake Lodge)

Charlotte Jarrett
(Best Western Plus)

James Mack
(Reif Center)

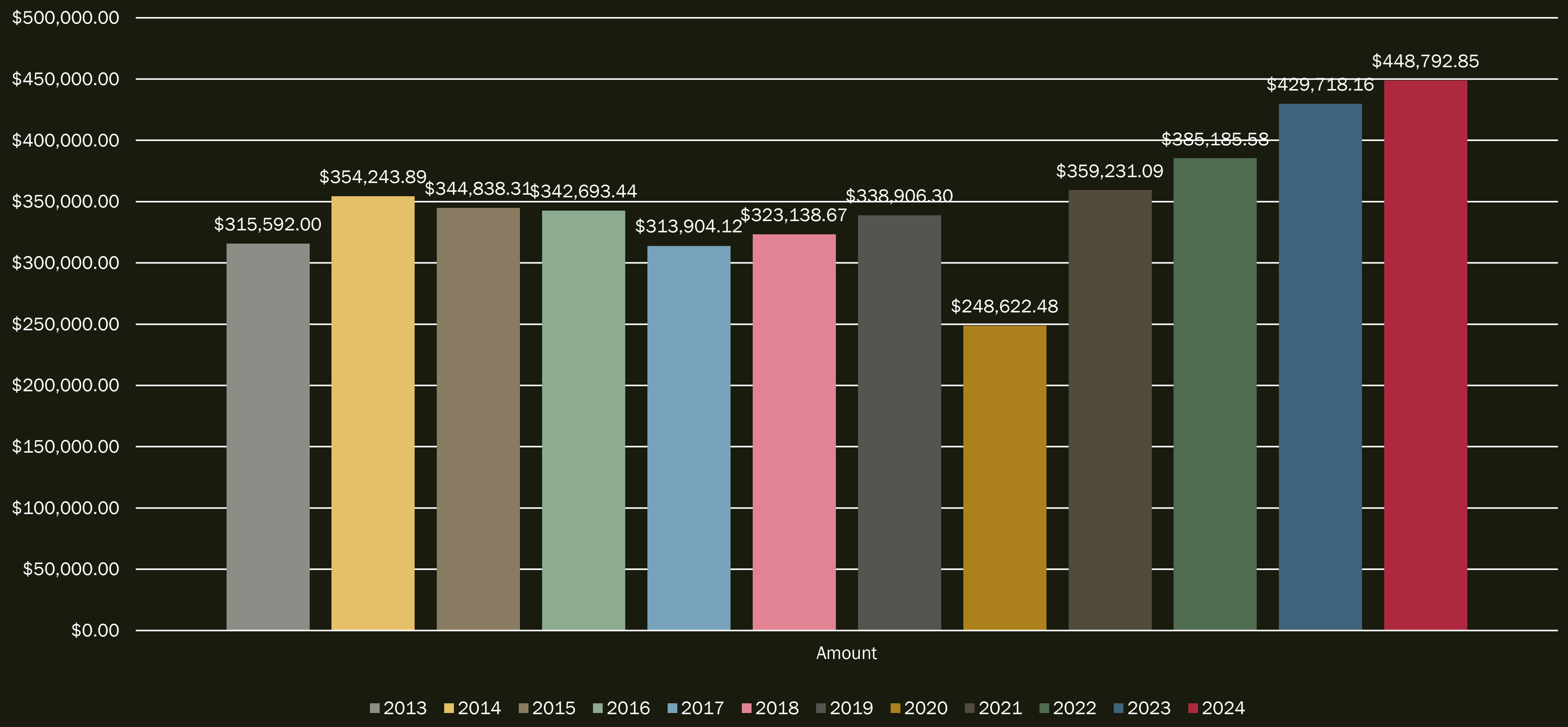




Lodging Properties

Collect 3% lodging tax to be a part of collaborative destination marketing.

AmericInn
Best Western Plus
Birch Bay Resort
Bowstring Resort
Camp Hiawatha
Country Inn & Suites
Doc House
Downtown Charmer
Eagle Lake Retreat House
Firefly Cabin
First Avenue Suite
Forest Lake Motel
Green Heron Bed & Breakfast
Hotel Rapids
IM Hotel
Itasca Trailhead Campground
Itascan Motel
Loon's Landing
Loon Point Resort
Malbay Estates
McKinney Lake Retreat
Moose Lake Resort
Moose Point
Moose Point Lookout
My Place Hotel
Pokegama Lake Resort
Rising Eagle Resort
Sugar Lake Lodge
The Hideaway
Timberlake Lodge
Tioga Basecamp
Two Rivers RV & Campground
West Pines Motel
Wildwood Resort

Lodging Tax



$500,000.00
$450,000.00
$400,000.00
$350,000.00
$300,000.00
$250,000.00
$200,000.00
$150,000.00
$100,000.00
$50,000.00
$0.00
$315,592.00
$354,243.89
$344,838.31
$342,693.44
$313,904.12
$323,138.67
$338,906.30
$248,622.48
$359,231.09
$385,185.58
$429,718.16
$448,792.85
Amount
2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024

Website Stats

Web Visits
207,638

AVG Session Duration
1:55

New Users
167,292

AVG Page Views
1.6

Users By Type

69.9% Mobile • 23.8 Desktop

55.7% Women• 44.3% Male

Total Ad Impressions
5,719,739

Total Google Ad Clicks
92,984

AVG Cost Per Click
$.10

- **YouTube** Video Views=111,417
- The number one reason that people vacation in Itasca County is for **OUTDOOR RECREATION.**
- The number one location that they enjoy outdoor recreation is the **CHIPPEWA NATIONAL FOREST.**
- Average person **SPEND** $187/person.

Visitor Profile Data

ZARTICO

TOP OUTDOOR REC LOCATIONS	TOP CITIES VISITORS FROM	PLACES VISITORS SPEND TIME	WHAT THEY SPEND MONEY ON
1. Chippewa National Forest	1. Mnpls/St Paul & Suburbs	1. Outdoor Recreation	1. Food
2. Tioga Recreation Area	2. Duluth, MN/Superior/WI	2. Accomodations	2. Gas
3. Scenic State Park	3. Fargo/Grand Forks, ND	3. Attractions	3. Retail
4. Legion Park & Trail	4. Rochester, MN/Mason City,IA	4. Restaurants	4. Accomodations
5. Sugar Hills Cross Country Ski Trails	5. Chicago, IL Suburbs	5. Arts/Entertainment/ Attractions & Campground	5. Entertainment/ Attractions/Events Dam & Campground

Social Media Stats

Facebook
22,000 LIKES • 23,000 FOLLOWERS

YouTube
376 SUBSCRIBERS • 227 videos

Instagram
2,466 FOLLOWERS • 730 FOLLOWING

2025 Goals & Priorities

ORGANIZATIONAL STRATEGIES

Goal 1: Aligning brand strategies to strengthen and enhance destination marketing tactics.

Goals 2: Expanding organization growth capacity through additional resources.

Goal 3: Deepen community stakeholder engagement.

Goal 4: VGR staff and Board of Directors to develop more purposeful partnerships and collaborations in the greater Grand Rapids, MN area.

Goal 5: Grow small to medium group tourism that helps fill shoulder seasons (September to May).

2025 Goals & Priorities

<u>2025 MARKETING STRATEGIES</u>

Goal 1: Promote overnight lodging through all destination marketing efforts to increase lodging bookings.

Goal 2: Visit Grand Rapids will conduct destination marketing that focuses on three main niche areas: outdoor recreation, family leisure, and small to medium groups.

Goal 3: Concentrate destination marketing for small to medium groups and bus tours that will be coordinated with the assistance of the Group Destination Marketing Task Force.

Goal 4: Create new branding that aligns with the primary reason visitors vacation here: outdoor recreation opportunities. Utilizing the Grand Rapids community branding – it's in Minnesota's nature as the tag phrase.

New Branding

TAG PHRASE *Get Outdoors Into Minnesota's Nature accentuates the original Grand Rapids, Minnesota community branding: 'Grand Rapids, It's in Minnesota's Nature'. This leverages the splendor of the outdoors that is enhanced by the wonderful indoor amenities.*

Business Brand Icon

Visit GRAND RAPIDS
GET OUTDOORS INTO MINNESOTA'S NATURE

Visit GRAND RAPIDS
MINNESOTA

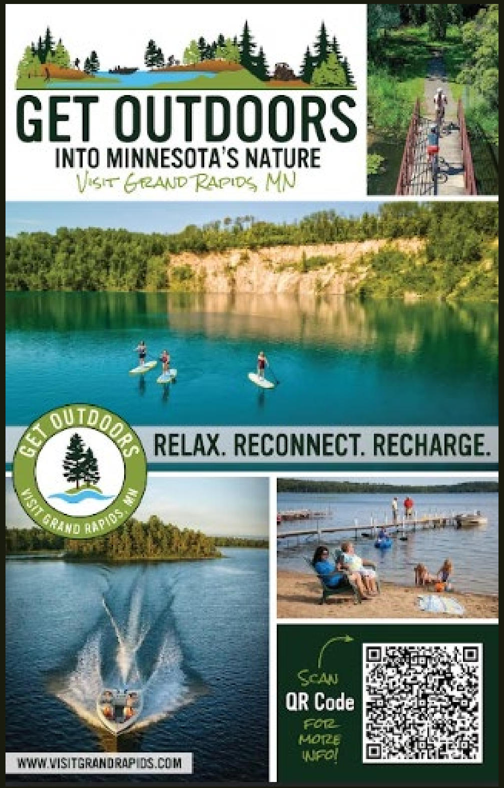
Destination Marketing Brand Icons

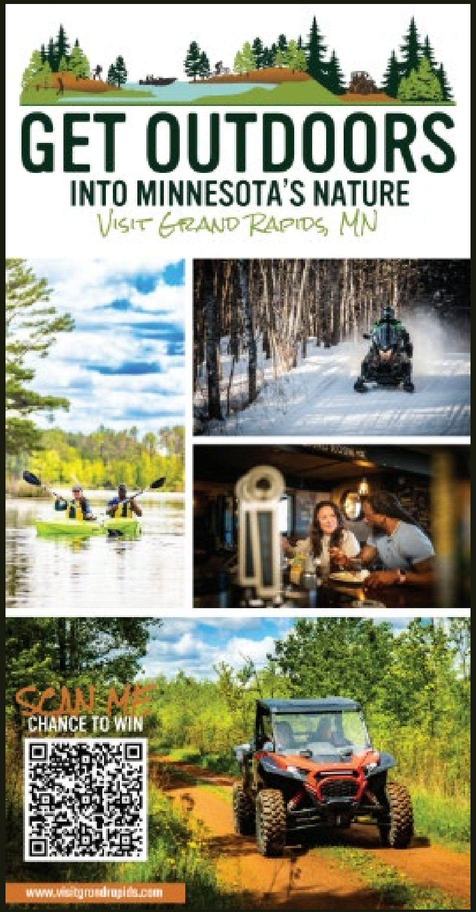
GET OUTDOORS
VISIT GRAND RAPIDS, MN

GET OUTDOORS
VISIT GRAND RAPIDS, MN

GET OUTDOORS
INTO MINNESOTA'S NATURE
Visit Grand Rapids, MN

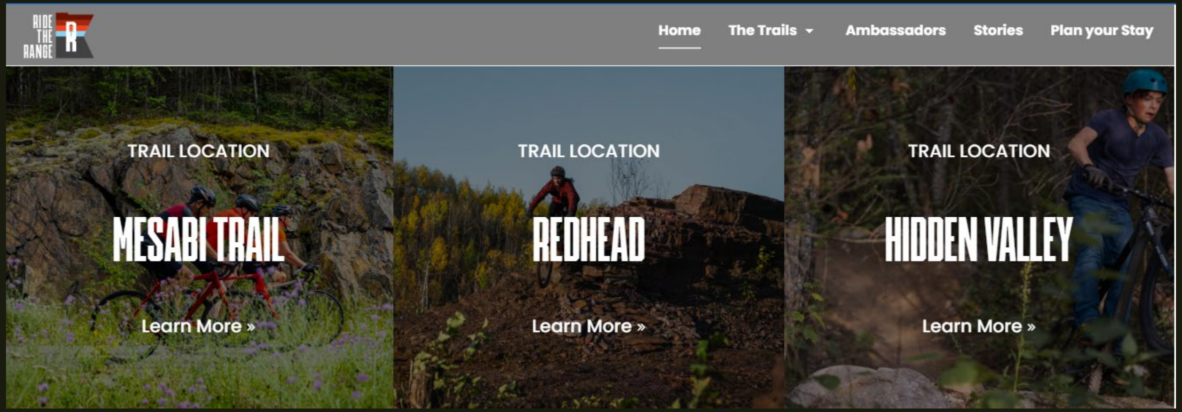
Sample Ads



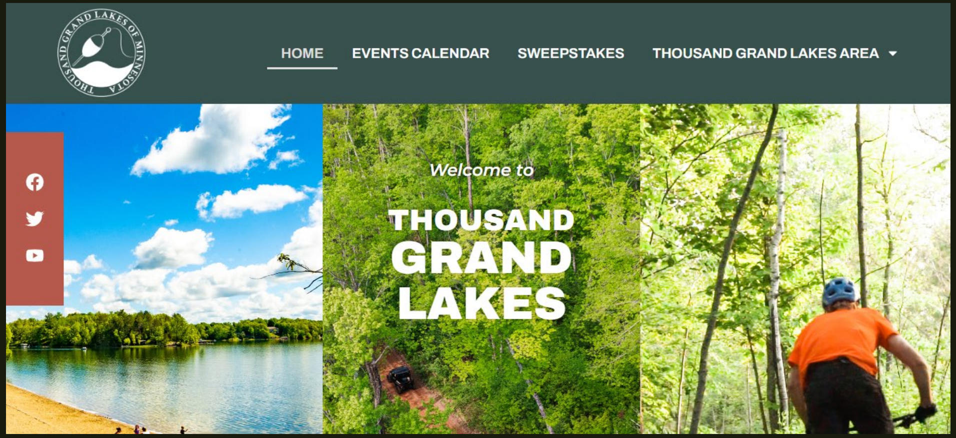


VISIT
GRAND RAPIDS
MINNESOTA

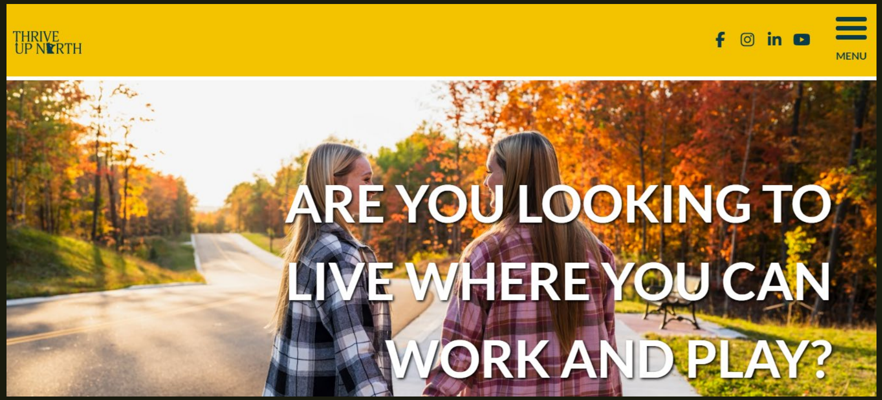
Collaborative Projects



www.ridetherange.com

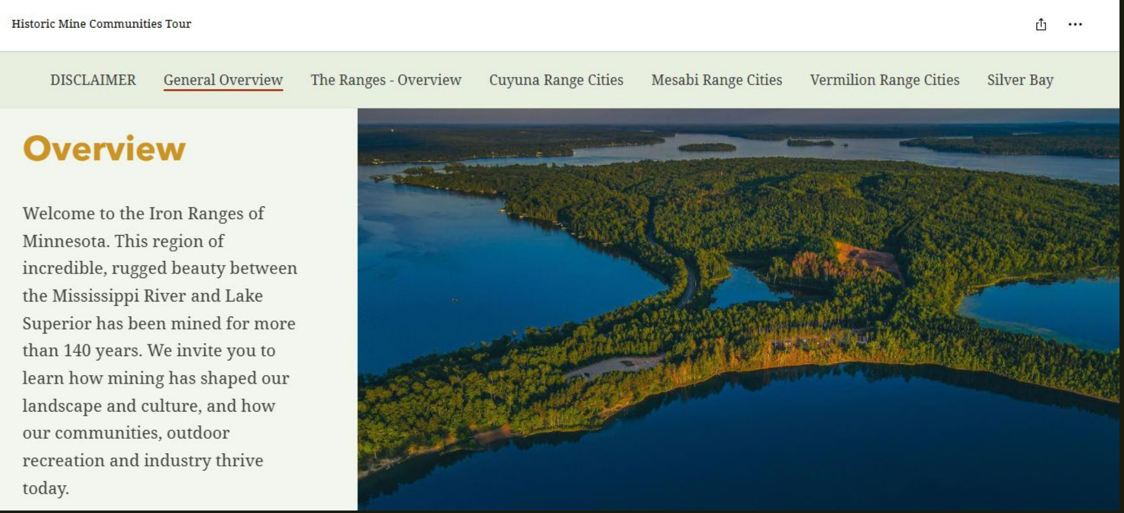


www.thousandgrandlakes.com



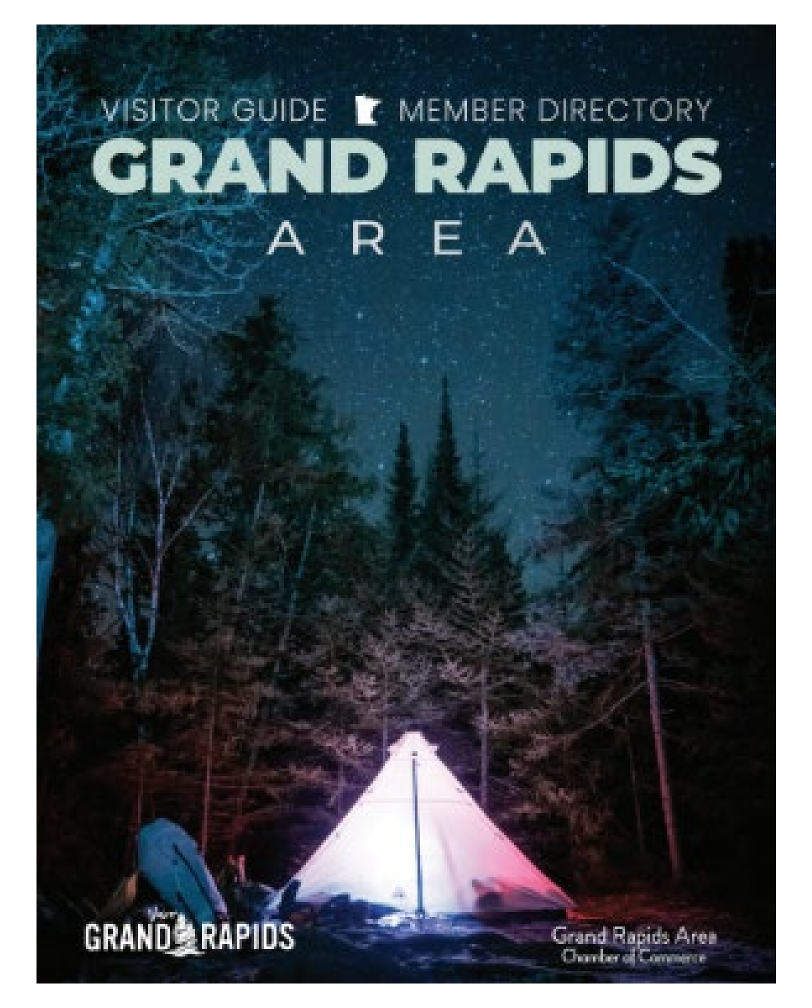
www.thriveupnorth.com

Collaborative Projects



Northern MN Historic Mine Tour Project

https://arcg.is/0TKWaS



Advertising Tactics & Media Companies

MEDIA COMPANIES

- APG Media
- AAA Living
- Explore Minnesota Magazine
- Facebook
- Google
- Lake Time Magazine
- Local
- MN DNR
- Minnesota Meetings + Events
- MN Monthly
- MN Snowmobiler
- MN USA
- Offroad Magazine
- Outfront Media
- Snowgoer Magazine
- Star Tribune
- Strike Social
- YouTube

TRADITIONAL MEDIA ADS

- Print Ads
- Radio Ads
- Newspaper Ads
- Billboard Ads

DIGITAL ADS

- Search Engine Optimization
- Google Search
- Google Performance Max
- Paid Social Ads
- Streaming TV Ads
- Streaming Radio Ads
- E-blasts
- GeoFence & Heat Map




THANK YOU

Megan Christianson
Executive Directors
Email: megan@visitgrandrapids.com
www.visitgrandrapids.com/about


Visit GRAND RAPIDS

GET OUTDOORS INTO MINNESOTA'S NATURE

ANNUAL REPORT 2024

WWW.VISITGRANDRAPIDS.COM

2024 WEBSITE DATA*

NEW USERS
167,292

AVG PAGE VIEWS
1.6

TOTAL SESSIONS
207,638

AVG SESSION DURATION
1:55

USERS BY TYPE

69.9% mobile
23.8% desktop
55.7% female
44.3% male

TOP 10 PAGES VIEWED

1. Home
2. Places to Stay
3. Sweepstakes
4. Event Directory
5. Things to Do
6. Explore Outdoors
7. Monthly View Calendar
8. Last Minute Openings
9. Area Attractions
10. Places to Eat

TOP PAID SESSIONS

Google Organic	83,920
Google CPC Ads	53,452
Direct	32,018
BING Organic	3,524
Facebook Mobile	1,948
Star Tribune E-Blast	1,933
Yahoo Organic	1,709
Star Tribune Social Clicks	1,346
Star Tribune Banner	1,209
Group Travel UTM	1,155

TOP 10 CITIES

Minneapolis
Chicago
NOT SET
Dallas
Grand Rapids
Warsaw
Cohasset
St.Paul
New York
Duluth

TOP 10 STATES

Minnesota
Illinois
Texas
Wisconsin
Iowa
Michigan
North Dakota
Missouri
New York
NOT SET

*Monthly SEO, and Paid PPC and Google Adwords by: Sandpieper Designs.

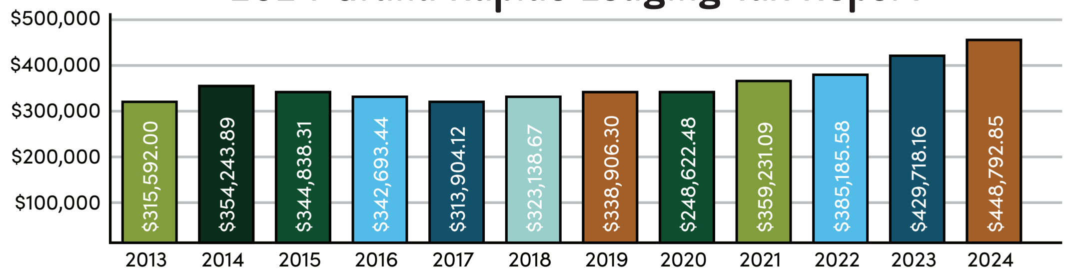
GOOGLE AD DATA ANNUAL REVIEW

Total Ad Impressions
5,719,739

Total Google Ad Clicks
92,984

Avg. Cost Per Click
.10

2024 Grand Rapids Lodging Tax Report



The NUMBER ONE REASON people come here to vacation is OUTDOOR RECREATION. The TOP LOCATION that visitors enjoy OUTDOOR RECREATION is the CHIPPEWA NATIONAL FOREST.

TOP OUTDOOR REC LOCATIONS

1. Chippewa National Forest
2. Tioga Recreation Area
3. Scenic State Park
4. Legion Park & Trail
5. Sugar Hills Cross Country Ski Trails

TOP CITIES VISITORS FROM

1. Mnpls/St Paul & Suburbs
2. Duluth, MN/Superior/WI
3. Fargo/Grand Forks, ND
4. Rochester, MN/Mason City,IA
5. Chicago, IL Suburbs

PLACES VISITORS SPEND TIME

1. Outdoor Recreation
2. Accomodations
3. Attractions
4. Restaurants
5. Arts/Entertainment/ Attractions & Campground

WHAT THEY SPEND MONEY ON

1. Food
2. Gas
3. Retail
4. Accomodations
5. Entertainment/ Attractions/Events Dam & Campground

Average SPEND BY VISITORS while here on vacation is $187/person.

LEARN MORE: WWW.VISITGRANDRAPIDS.COM/ABOUT

*This data comes from Zartico® Visitor Profile Data that Visit Grand Rapids subscribes to.

TOURISM IS VITAL IN MINNESOTA!

In 2023, visitor spending saved each Minnesota household $1,002 in state and local taxes.

Explore Minnesota has developed a comprehensive model to quantify Minnesota's visitor economy and better detail the far-reaching impacts of visitor spending.

Scan the QR code for a complete report by Tourism Economics.

NE MINNESOTA TOURISM ECONOMIC IMPACT

County	Gross Sales	State Sales Tax	Employment
Carlton	$77,721,048	$4,878,383	1,021
Cook	$88,413,748	$5,796,983	829
Itasca	**$101,548,580**	**$6,451,184**	**1,527**
Kanabec	$22,063,130	$1,372,503	350
Koochiching	$48,741,904	$2,909,158	639
Lake	$48,348,302	$3,192,861	726
Pine	$77,399,554	$4,407,005	1,178
St. Louis	$711,888,550	$46,058,890	10,812
Region Total	**$1,176,124,816**	**$75,066,967**	**17,082**

STATE OF MINNESOTA

- 80.2 Million Visitors
- $14.1 Billion in Gross Sales
- $2.3 Billion in Sales Tax
- 180,473 Employed

2024 BOARD OF DIRECTORS & STAFF

Dan Tembruell **President** Nevaeh Properties
Lewis Kellin **Past-President** Hotel Rapids
Grant Prokop **Vice President** Thousand Grand Lakes Sporting Goods
Rhonda Lambrecht **Secretary/Treasurer** Rising Eagle Resort
Kris Ives Timberlake Lodge
Tim Oxborough Sugar Lake Lodge
Jeff Johns MN Historical Society
Sara Thompson Itasca Land Department
Megan Christianson **Executive Director** since 2012

TOURISM IS VITAL AND VIBRANT IN THE GRAND RAPIDS, MN AREA.

Visit Grand Rapids does this through conducting destination marketing to attract new visitors to vacation here. Funding for this comes from 3% lodging tax that is paid by visitors when they stay overnight, NOT local taxpayers. The following lodging properties collect lodging tax to be a part of the collective destination marketing conducted by Visit Grand Rapids.

- AmericInn by Wyndham
- Best Western Plus
- Birch Bay Resort
- Bowstring Shores Resort
- Brewed Air B&B
- Camp Hiwatha
- Country Inn & Suites by Radisson
- Doc House
- Eagle Lake Retreat House
- Firefly Cabin
- First Avenue Suite
- Forest Lake Motel
- Green Heron Bed & Breakfast
- Hotel Rapids
- IM Hotel
- Itasca Trails Campground
- Itascan Motel
- Jessie View Resort
- Lake & Co.
- Loon Point Resort
- Loon's Landing
- Malbay Estates
- McKinney Lake Retreat
- Moose Lake Resort
- Moose Point
- Moose Point Look Out
- My Place Hotel
- Pokegama Lake Resort
- Rising Eagle Resort
- Sugar Lake Lodge
- The Hideaway
- Timberlake Lodge
- Tioga Basecamp
- Two Rivers RV Park & Campground
- West Pines Motel
- White Pine Lake Home
- Wildwood Resort

MISSION STATEMENT: To generate a positive economic impact through destination marketing, and tourism and hospitality advocacy in the greater Grand Rapids, Minnesota area.

LEARN MORE: WWW.VISITGRANDRAPIDS.COM/ABOUT

*Data provided by Explore Minnesota Tourism and MN Department of Labor and Industry.

2023 leisure & hospitality industry data

MINNESOTA TOTAL

- Gross Sales: $19.9 billion
  - » Up 8.7% from 2022 and up 20.1% from 2019
- State Sales Tax: $1.3 billion
- Employment: 266,000
  - » Up 4.3% from 2022 and down 3.5% from 2019

Northwest region			
County	Gross Sales	State Sales Tax	Employment
Becker	$105,966,814	$6,874,743	1,791
Beltrami	$131,231,878	$8,539,824	2,300
Cass	$173,100,011	$10,665,061	2,193
Clay	$108,293,117	$6,937,855	1,942
Clearwater	$8,517,958	$572,085	150
Hubbard	$50,668,664	$3,407,099	842
Kittson	$3,165,694	$187,627	NA
Lake of the Woods	$49,600,285	$2,644,474	478
Mahnomen	$16,708,834	$1,084,237	89
Marshall	$6,088,687	$449,232	124
Norman	$4,170,386	$283,555	68
Pennington	$34,820,900	$2,214,076	597
Polk	$62,593,225	$3,868,307	942
Red Lake	$2,549,481	$187,958	89
Roseau	$27,921,712	$1,770,580	446
Wilkin	$4,308,606	$309,480	73
Region Total	$789,706,252	$49,996,193	12,124

Northeast region			
County	Gross Sales	State Sales Tax	Employment
Carlton	$77,721,048	$4,878,383	1,021
Cook	$88,413,748	$5,796,983	829
Itasca	$101,548,580	$6,451,184	1,527
Kanabec	$22,063,130	$1,372,503	350
Koochiching	$48,741,904	$2,909,158	639
Lake	$48,348,302	$3,192,861	726
Pine	$77,399,554	$4,407,005	1,178
St. Louis	$711,888,550	$46,058,890	10,812
Region Total	$1,176,124,816	$75,066,967	17,082

Minneapolis–St. Paul area			
County	Gross Sales	State Sales Tax	Employment
Anoka	$837,096,786	$53,931,645	13,124
Carver	$296,249,107	$18,946,605	4,617
Chisago	$99,917,808	$6,576,527	1,783
Dakota	$1,291,416,446	$83,102,506	18,785
Hennepin	$6,693,546,667	$418,971,551	79,852
Isanti	$61,048,792	$4,142,356	1,178
Ramsey	$2,767,014,983	$177,307,906	27,960
Scott	$546,523,158	$29,938,044	6,992
Washington	$800,244,988	$51,714,142	12,148
Wright	$268,788,236	$18,169,916	5,302
Region Total	$13,661,846,971	$862,801,198	171,741

Notes: State total does not equal the sum of counties or regions because some data is withheld to avoid disclosure

Sources: Minnesota Department of Revenue; U.S. Bureau of Labor Statistics

EXPLORE MINNESOTA | star of the north

Southern region			
County	Gross Sales	State Sales Tax	Employment
Big Stone	$6,779,908	$486,066	109
Blue Earth	$257,455,139	$16,421,810	4,525
Brown	$47,858,427	$3,151,569	1,104
Chippewa	$19,989,437	$1,360,942	361
Cottonwood	$15,130,525	$970,460	308
Dodge	$17,412,575	$1,143,563	451
Faribault	$12,923,327	$893,815	272
Fillmore	$28,008,574	$1,915,054	646
Freeborn	$66,371,591	$4,371,967	1,178
Goodhue	$123,636,357	$7,499,915	2,142
Houston	$18,695,859	$1,173,394	349
Jackson	$14,531,933	$976,435	254
Lac Qui Parle	$6,086,590	$425,867	117
Le Sueur	$41,506,663	$2,653,426	587
Lincoln	$5,584,885	$404,062	114
Lyon	$71,638,323	$4,738,181	1,072
Martin	$48,783,177	$3,231,518	883
Mower	$70,756,108	$4,660,135	1,297
Murray	$8,559,666	$619,282	163
Nicollet	$53,012,753	$3,581,317	965
Nobles	$38,761,334	$2,560,166	678
Olmsted	$627,702,279	$40,131,510	9,412
Pipestone	$12,911,201	$900,666	300
Redwood	$29,981,562	$2,080,808	367
Renville	$11,857,166	$844,628	210
Rice	$158,044,178	$9,051,126	2,529
Rock	$13,829,305	$953,453	227
Sibley	$9,900,179	$706,890	143
Steele	$84,610,511	$5,686,123	1,503
Swift	$10,764,609	$746,179	224
Traverse	$2,168,013	$144,697	41
Wabasha	$35,277,381	$2,323,833	642
Waseca	$24,226,512	$1,609,802	450
Watonwan	$10,529,323	$713,386	242
Winona	$120,627,270	$7,499,975	2,793
Yellow Medicine	$17,550,135	$762,556	238
Region Total	$2,143,462,775	$137,394,576	36,896

Central region			
County	Gross Sales	State Sales Tax	Employment
Aitkin	$33,943,500	$2,317,913	623
Benton	$68,763,385	$4,293,091	1,212
Crow Wing	$347,666,194	$21,465,880	4,633
Douglas	$131,341,397	$8,621,419	2,205
Grant	$3,563,182	$216,783	51
Kandiyohi	$129,958,400	$8,215,198	1,930
McLeod	$56,437,925	$3,829,011	1,248
Meeker	$23,048,839	$1,559,107	474
Mille Lacs	$69,343,064	$3,886,730	925
Morrison	$62,562,445	$4,277,307	1,087
Otter Tail	$132,782,693	$8,735,887	2,169
Pope	$19,306,665	$1,312,205	342
Sherburne	$151,902,195	$9,936,730	2,853
Stearns	$413,055,815	$27,216,412	6,981
Stevens	$18,966,055	$1,294,810	401
Todd	$27,616,658	$1,795,792	482
Wadena	$26,225,132	$1,471,487	390
Region Total	$1,716,483,544	$110,445,762	28,006