ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, September 16, 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: Approved the agenda, as presented.

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

1. Approve the minutes of the Tuesday, September 9, 2025, Itasca County Board Regular Session.

V. CONSENT AGENDA

Motion To: Approve the Consent agenda as presented.

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

1. Approve the Gate Project Grant Agreement # 3-27-0037-032-2025 at the Grand Rapids/Itasca County Airport and authorize the necessary signatures.

2. Approve final payment for SAP 031-030-004 - 2025 Pavement Markings and authorize the County Board Chairperson and Clerk to the County Board to sign the Certificate of Final Payment.

VI. REGULAR AGENDA

1. Citizen Input

Dave Holmbeck provided input on Living Word Bible Church and MEPA.

2. Commissioner Warrants

Motion To: Commissioner Warrants with a check date of September 17, 2025, in the amount of $2,511,201.69.

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

Toward Zero Deaths Update

Itasca County Health Educator Shane Troumbly and Steven Ferraro with Rapids Riders ATV Cub provided an update on Toward Zero Deaths.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

4. Public Hearing Re: Rezone Application of Jolly Otter Properties, LLC

Motion To: Open the Public Hearing Re: Rezone Application submitted by Jolly Otter Properties.

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

Motion To: Close the above Public Hearing.

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

Motion To: Approve the Rezone application with Facts and Findings.

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

5. Public Hearing Re: Rezone Application Submitted by the PCBA

Motion To: Open the Public Hearing Re: Rezone Application submitted by the PCBA.

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

Motion To: Close the above Public Hearing.

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

Motion To: Approve the Rezone Application submitted by PCBA.

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

6. Request for authorization to sign the Diversion Solutions Scale Diversion Program Contract for the County of Itasca and the Driving Diversion Program Services Agreement for the County of Itasca

Motion To: Authorize the County Attorney to sign both agreements with Diversion Solutions LLC. for the implementation of an Adult Criminal Diversion program for Itasca County.

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

VII. ADMINISTRATOR UPDATE

VIII. COMMITTEE REPORTS

Commissioner Hopkins reported on attending the Wildwood Township meeting and Budget session.

Commissioner Johnson reported on attending the AMC Fall Policy conference.

Commissioner Snyder reported on attending the Budget session, a Transportation meeting, and a Trails Task Force meeting.

Commissioner Smith reported on having several phone conversations Re: individuals with questions on the Veterans Committee being established regarding a possible move of the VSO and also establishing a committee regarding the possibility of selling land/facilities owned by Itasca County.

Commissioner Venema reported on attending a Nashwauk City Council meeting, Keewatin City Council meeting, and a Hwy 169 safety meeting.

IX. COMMISSIONER COMMENTS

Commissioner Johnson provided comment regarding driving safely as there is construction happening along with hunting season beginning.

Commissioner Snyder provided comment on the Hwy 38 Sales beginning on Friday, 9/19.2025.

Commissioner Smith provided comment on possibly being late for the Board Meeting on 9/23/2025.

X. CLOSED SESSIONS

XI. ADJOURN

Chair Venema adjourned the meeting at 3:28 PM.

ATTEST

Casey Venema
Chair of the County Board

Brett Skyles
Clerk of the County Board

MEETING INFORMATION SHEET
September 16, 2025

PULL: None

ADDITIONS: CONSENT AGENDA

1. Item # 5.3(LRIP) Sponsorship

CHANGES: None

INFORMATIONAL: None

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, September 9, 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	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 Terry Snyder
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 Larry Hopkins
AYES:	Cory Smith, Terry Snyder, John Johnson, Larry Hopkins, Casey Venema

1. Approve the minutes of the Tuesday, September 2, 2025 Itasca County Regular Session.

V. CONSENT AGENDA

Motion To: Add Item #5.1 (Bowstring Airport Maintenance Contract) and approve the Consent Agenda as amended.

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

1. Authorize the Resolution, necessary signatures and approve the Agreement.

VI. REGULAR AGENDA

1. Citizen Input
   No citizen input provided.

2. Commissioner Warrants
   Motion To: Approve Commissioner Warrants with a check date of September 10, 2025, in the amount of $255,590.11.

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

3. Employee Recognition
   Farewell to Randal Washburn, who retired after 18+ years of service as a Facilities Maintenance Worker II in the Administrative Services Department, which was effective August 31st, 2025.

4. Contract Services and Policing Agreement between Itasca County and Bigfork Valley
   Motion To: Approve the Contract Services and Policing Agreement between Itasca County and Bigfork Valley Hospital, authorize necessary signatures, and authorize the hire of 1 FTE Grade 10 Road Deputy upon contract execution.

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

5. 2025 MCIT Board Report
   Risk Management Consultant Joe Cieminski provided the 2025 MCIT Board Report.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

VII. ADMINISTRATOR UPDATE

County Administrator Brett Skyles provided an Administrator Update, including beginning the move of the monument from the back of the Courthouse to the front starting Wednesday, September 10, 2025.

VIII. COMMITTEE REPORTS

Commissioner Hopkins reported on attending a Harris Township meeting.

Commissioner Johnson reported on attending a Library Committee meeting.

Commissioner Snyder reported on not being available for the Library Committee meeting and thanked Commissioner Johnson and Administrator Skyles for attending in his absence.

Commissioner Smith reported on attending a Budget Session, meeting with Sara Thompson, Land Dept. and Amanda Lamppa, CEDA, regarding a multi-use bridge and also met with Sara Thompson regarding a trails study.

Commissioner Venema reported on attending a Taconite City Council meeting as well as a Marble City Council meeting.

IX. COMMISSIONER COMMENTS

Commissioner Smith provided comment regarding the need for people on the Veteran’s Services Building committee and the outlying properties committee for possible sale owned by Itasca County.

X. CLOSED SESSIONS

XI. ADJOURN

Chair Venema adjourned the meeting at 2:59 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, September 16, 2025

REQUEST FOR BOARD ACTION: RBA-2025-556

DEPARTMENT: Administrative Services **TIME REQUESTED:**
PRESENTER:

AGENDA ITEM:
FAA Grant Agreement

BOARD ACTION REQUESTED:
Approve the Gate Project Grant Agreement # 3-27-0037-032-2025 at the Grand Rapids/Itasca County Airport and authorize the necessary signatures.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. Grant Letter Request_Final
2. 9-15-25 RCA GPZ FAA Grant_Taxiway A South Recon and Taxiway A North Design
3. 9-15-25 Resolution Accept GPZ FAA Taxiway A South Recon and Taxiway A North Design Grant
4. GPZ-GLG-3-27-0037-032-2025-Grant Agreement_unsigned

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

GRAND RAPIDS - ITASCA COUNTY
AIRPORT
1500 SE 7th Avenue - Grand Rapids, MN 55744

September 9, 2025

RE: Grand Rapids-Itasca County Airport
FFY 2025 Discretionary Grant Request

Matt Lebens, P.E.
Airport Development Engineer
Minnesota Department of Transportation
Office of Aeronautics
395 John Ireland Blvd.
St. Paul, MN 55155

Dear Mr. Lebens:

The City of Grand Rapids is requesting a discretionary grant from the Federal Aviation Administration (FAA) for the Grand Rapids-Itasca County Airport for Federal Fiscal Year 2025. The grant request is for design for the reconstruction of the north half (2,900 feet) of Taxiway A and the construction elements for the reconstruction of the south half of Taxiway A. The City is requesting Airport Improvement Program (AIP) funds for this project. Associated costs with this project are as follows:

Taxiway A (North) Reconstruction Phase 2 – Design (SEH)	$167,800.00
Taxiway A (North) Reconstruction Phase 2 – Design Amendment (SEH)	$34,000.00
Independent Fee Estimate (Becher Hoppe; Phase 2 Design)	$4,050.00
Construction Administration (SEH)	$263,100.00
Independent Fee Estimate (Becher Hoppe; Phase 1 CA)	$4,050.00
Taxiway A (South) Recon – Phase 1 (KGM Contractors, Inc.)	$942,143.00
City of Grand Rapids – Administrative Costs	$7,500.00
TOTAL PROJECT COSTS:	**$1,422,643.00**

The City of Grand Rapids is requesting federal FAA entitlement participation for this project at 95 percent ($1,351,511), a state fund request of 2.5% ($35,566) and a local share of 2.5% ($35,566) for a total grant request of $1,422,643.

Please contact me if you have any questions.

Sincerely,

Matt Wegwerth, PE
Public Works Director / City Engineer / Airport Manager

CITY OF
GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE

REQUEST FOR COUNCIL ACTION

AGENDA DATE: September 15, 2025

AGENDA ITEM: Adopt a Resolution Accepting an FAA Grant in the amount of $1,351,511 for the Taxiway A South Reconstruction Project and the Taxiway A North Design Project at the Grand Rapids/Itasca County Airport and authorize the Mayor and City Clerk to execute.

PREPARED BY: Matt Wegwerth

BACKGROUND:

This project includes the reconstruction for the Taxiway South and the design of the Taxiway North. The FAA will be covering 95% of the project costs, the State of Minnesota will cover 2.5% and the local share is 2.5%. The local share is $35,566 and is split with the County 50/50, which equals a City amount of $17,783.

This is a budgeted project for 2026.

REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution accepting an FAA Grant in the amount of $1,351,511 for the Taxiway A South Reconstruction Project and the Taxiway A North Design Project at the Grand Rapids/Itasca County Airport and authorize the Mayor to execute.

Council member introduced the following resolution and moved for its adoption:

RESOLUTION NO. 25-

A RESOLUTION ACCEPTING A $1,351,511 GRANT FROM THE FAA FOR THE TAXIWAY A SOUTH RECONSTRUCTION PROJECT AND TAXIWAY A NORTH DESIGN PROJECT AT THE GRAND RAPIDS/ITASCA COUNTY AIRPORT

WHEREAS, Minnesota State Statutes 465.03, states that cities may accept gifts of real or personal property, including money, and use them in accordance with the terms the donor prescribes; and

WHEREAS, every such acceptance shall be by resolution of the governing body adopted by two-thirds majority of its members,

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, accepts the $1,351,511 grant from the FAA for the Taxiway A South Reconstruction Project and the Taxiway A North Design project at the Grand Rapids/Itasca County Airport and furthermore authorizes the Mayor and City Clerk to execute the associated grant agreement.

Adopted this 15th day of September, 2025

____
Tasha Connelly, Mayor

Attest:

____
Kimberly Johnson-Gibeau, City Clerk

Councilmember seconded the foregoing resolution and the following voted in favor thereof: ; and the following voted against same: None, whereby the resolution was declared duly passed and adopted.

U.S. Department of Transportation
Federal Aviation Administration

Dakota-Minnesota
Airports District Office

6020 28th Avenue South, Suite 102
Minneapolis, MN 55450

2301 University Drive, Building 23B
Bismarck, ND 58504

September 8, 2025

Ms. Tasha Connelly
Mayor
420 N Pokegama Ave
Grand Rapids, MN 55744

Grand Rapids/Itasca County-Gordon Newstrom Field Airport (GPZ)
Grand Rapids, MN
Grant No 3-27-0037-032-2025
UEI No FYCKJLVMF3J6
AIP Grant Offer Letter

Dear Ms. Connelly:

The Grant Offer for Airport Improvement Program (AIP) Project **No. 3-27-0037-032-2025** at Grand Rapids/Itasca County-Gordon Newstrom Field Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 12, 2025**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend $1,000,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Gaven O Hair, (612) 253-4637, gaven.t.o'hair@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

E. Lindsay Terry
Manager

U.S. Department of Transportation
Federal Aviation Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)

FY 2025 AIP

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	
Airport/Planning Area	Grand Rapids/Itasca County-Gordon Newstrom Field Airport
Airport Infrastructure Grant Number	3-27-0037-032-2025
Unique Entity Identifier	FYCKJLVMF3J6

TO: County of Itasca and City of Grand Rapids

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

This grant channels through the State of Minnesota.

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated September 02, 2025, for a grant of Federal funds for a project at or associated with the Grand Rapids/Itasca County-Gordon Newstrom Field Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Grand Rapids/Itasca County-Gordon Newstrom Field Airport (herein called the "Project") consisting of the following:

Reconstruct 2,800 feet of Taxiway A and edge lighting south of Taxiway A3; Design the reconstruction of 2,956 feet of Taxiway A north of Taxiway A3

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number (P.L.) 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances dated April 2025, interpreted and applied consistent with the FAA Reauthorization Act of 2024; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **$1,351,511.**

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
   $0 for planning
   $1,351,511 for airport development or noise program implementation; and,
   $0 for land acquisition.

   The source of this Grant includes funding from the Small Airport Fund, in accordance with 49 U.S.C. § 47116.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1) except as noted in 49 U.S.C § 47142(b).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period except as noted in 49 U.S.C § 47142(b).

2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

c. Close Out and Termination

Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344). The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

(a) (1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;

(2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;

(3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;

(4) Circumstances cause changes to the Project that the FAA determines are inconsistent with the FAA's basis for selecting the Project to receive a grant; or

(5) The FAA determines that termination of this agreement is in the public interest.

(b) In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

(c) The Sponsor may request that the FAA terminate the agreement under this section.

3. **Ineligible or Unallowable Costs.** In accordance with 49 U.S.C. § 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project

costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **September 12, 2025**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds and Mandatory Disclosure.**

   a. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

   b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects, if funds are available;

    c. May be increased by not more than the greater of the following for a land project, if funds are available:

1. 15 percent; or
2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $1,000,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

a. Verify the non-Federal entity is eligible to participate in this Federal program by:
   1. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-Federal entity is excluded or disqualified; or
   2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
   3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. **Ban on Texting While Driving.**

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
   1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
   2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. **<u>Trafficking in Persons</u>.**

1. *Posting of contact information.*

   a. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

2. *Provisions applicable to a recipient that is a private entity.*

   a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipient's employees must not engage in:

      i. Severe forms of trafficking in persons;
      ii. The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;
      iii. The use of forced labor in the performance of this grant; or any subaward; or
      iv. Acts that directly support or advance trafficking in persons, including the following acts:
         a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
         b) Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
            1. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
            2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
         c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
         d) Charging recruited employees a placement or recruitment fee; or
         e) Providing or arranging housing that fails to meet the host country's housing and safety standards.

   b. The FAA may unilaterally terminate this Grant or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if any private entity under this Grant:

      i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant; or
      ii. Has an employee that is determined to have violated a prohibition in paragraph(2)(a) of this Grant through conduct that is either:

a) Associated with the performance under this Grant; or

b) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

3. *Provisions applicable to a recipient other than a private entity.*

   a. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if subrecipient than is a private entity under this award:

      i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant or
      ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:

         a) Associated with the performance under this Grant; or
         b) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

4. *Provisions applicable to any recipient.*

   a. The recipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this Grant.

   b. The FAA's right to unilaterally terminate this Grant as described in paragraphs (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this Grant.

   c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.

   d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

5. *Definitions. For purposes of this Grant award, term:*

   a. "Employee" means either:

      i. An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this Grant; or
      ii. Another person engaged in the performance of the project or program under this Grant and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

   b. "Private Entity" means:

i. Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.
ii. The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

23. **AIP Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated August 04, 2014, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4701, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.

26. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all Co-Sponsors.

27. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)(1)] and 2 CFR § 200.216.

28. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

29. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any

amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 2025. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at https://www.congress.gov/bill/118th-congress/house-bill/3935/text.

30. **Applicable Federal Anti-Discrimination Laws.** The sponsor agrees:

    a. that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code; and

    b. to certify that it does not operate any programs promoting diversity, equity, and inclusion (DEI) that violate any applicable Federal anti-discrimination laws.

31. **Federal Law and Public Policy Requirements.** The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.

32. **National Airspace System Requirements**

    a. The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

    b. If FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:

        (1) additional conditions on the award;
        (2) consistent with 49 U.S.C chapter 471,.any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 C.F.R. part 180; or
        (3) any other remedy legally available.

    c. (In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.

    d. The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–904).

33. **Signage Costs for Construction Projects.** The Sponsor agrees that it will require the prime contractor of a Federally- assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

34. **Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration**. The sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter

SPECIAL CONDITIONS

35. **Lighting.** The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.

36. **Environmental.** The environmental approval for this project was issued on 11/27/2024. This project includes the following mitigation measures:

    CATEX

    The Sponsor understands and agrees to complete the above-listed mitigation measures to standards satisfactory to the FAA. It is further mutually agreed that the reasonable cost of completing these mitigation measures is an allowable cost within the scope of this project.

37. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:

    a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;

    b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;

    c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:

        1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:

            i. Location of all runways, taxiways, and aprons;

            ii. Dimensions;

            iii. Type of pavement; and,

            iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.

        2. Inspection Schedule.

            i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.

            ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
   i. Inspection date;
   ii. Location;
   iii. Distress types; and
   iv. Maintenance scheduled or performed.
4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

38. **Project Containing Paving Work in Excess of $500,000.** The Sponsor agrees to:

a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
   1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
   2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
   3. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);
   4. Qualifications of engineering supervision and construction inspection personnel;
   5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
   6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
b. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed and highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
c. Failure to provide a complete report as described above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed

or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.

d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that Sponsor test results are inaccurate.

39. **State Highway Specifications.** The Sponsor agrees that because State highway specifications will be used for airfield pavement construction instead of FAA standard specifications, it will not seek AIP, Airport Infrastructure Grant (AIG), or supplemental appropriation grant funds for the rehabilitation or reconstruction of airfield pavement included in this Grant Agreement for a period of 10 years after construction is completed unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons per 49 U.S.C §§ 47105(c) or 47114(d)(4).

40. **Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within two (2) years after the design is completed that the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and usable unit of work. The Sponsor also understands that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.

41. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

42. **Duffy Plaintiff Special Term**. Pursuant to the court's preliminary injunction order in State of California v. Duffy, 1:25-cv-00208-JJM-PAS (D.R.I.) (June 19, 2025), DOT will not impose or enforce the challenged immigration enforcement condition* or any materially similar terms and conditions, to any grant funds awarded, directly or indirectly, to Plaintiff States or local government entities within those States (collectively referred to as "Plaintiff State Entities"), or otherwise rescind, withhold, terminate, or take other adverse action, absent specific statutory authority, based on the challenged immigration enforcement condition while DOT is subject to an injunction. DOT will not require Plaintiff State Entities to make any certification or other representation related to compliance with the challenged immigration enforcement condition nor will DOT construe acceptance of funding from DOT as certification as to the challenged immigration enforcement condition.

    *The challenged immigration enforcement condition:

    "[T]he Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law."

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

____
(Signature)

____
(Typed Name)

____
(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

Dated ______________________________

City of Grand Rapids
(Name of Sponsor)

____
(Signature of Sponsor's Authorized Official)

By: ______________________________
(Typed Name of Sponsor's Authorized Official)

Title: ______________________________
(Title of Sponsor's Authorized Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, ____________________, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of __Minnesota__. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated at ____

By: ____________________________
(Signature of Sponsor's Attorney)

[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated ______________________________

County of Itasca
(Name of Sponsor)

____
(Signature of Sponsor's Authorized Official)

By: ______________________________
(Typed Name of Sponsor's Authorized Official)

Title: ______________________________
(Title of Sponsor's Authorized Official)

[3] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, ____________________, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Minnesota. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[4]

Dated at ____

By: ______________________________

(Signature of Sponsor's Attorney)

[4] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

Airport Sponsors

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

a. 49 U.S.C. subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.

d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.[1, 2]

f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.[1]

g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]

l. 49 U.S.C. § 303, (formerly known as Section 4(f)).

m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.[1]

t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.[1]

u. Copeland Anti-kickback Act – 18 U.S.C. § 874.[1]

v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 U.S.C. 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.

hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.

ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

Executive Orders

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

Federal Regulations

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4, 5]
c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]
j. 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.[1]
k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]
l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]
m. 49 CFR Part 20 – New Restrictions on Lobbying.
n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]
q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]
s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[4] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[5] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. **Preserving Rights and Powers.**

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to 49 U.S.C. § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. **Consistency with Local Plans.**

   The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. **Consideration of Local Interest.**

   It has given fair consideration to the interest of communities in or near where the project may be located.

8. **Consultation with Users.**

   In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. **Public Hearings.**

   In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **Metropolitan Planning Organization.**

    In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. **Pavement Preventive Maintenance-Management.**

    With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.**

    For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;

   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

   3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

   1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

   1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
   2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
   3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. The airport owner or operator will maintain a current airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

b. Subject to subsection 49 U.S.C. § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

2. complies with the portions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or
2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d to 2000d-4); creed and sex per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

   3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

   The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

   1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

   2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

   "The (**County of Itasca and City of Grand Rapids**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. Required Contract Provisions.

   1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

   2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
   a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
   b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

   1. Reinvestment in an approved noise compatibility project;
   2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
   3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
   4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
   5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

   If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/sites/faa.gov/files/aip-pfc-checklist_0.pdf) for AIP projects as of September 02, 2025.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

1. Describes the requests;
2. Provides an explanation as to why the requests could not be accommodated; and

3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

Sponsor: County of Itasca and City of Grand Rapids

Airport: Grand Rapids/Itasca County-Gordon Newstrom Field Airport

Project Number: 3-27-0037-032-2025

Description of Work: Reconstruct 2,800 feet of Taxiway A and edge lighting south of Taxiway A3;

Design the reconstruction of 2,956 feet of Taxiway A north of Taxiway A3

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

a) The employee, officer or agent,

b) Any member of his immediate family,

c) His or her partner, or

d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

☐ Yes ☐ No ☐ N/A

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

☐ Yes ☐ No ☐ N/A

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

☐ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official:

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Construction Project Final Acceptance
Airport Improvement Program Sponsor Certification

Sponsor: County of Itasca and City of Grand Rapids

Airport: Grand Rapids/Itasca County-Gordon Newstrom Field Airport

Project Number: 3-27-0037-032-2025

Description of Work: Reconstruct 2,800 feet of Taxiway A and edge lighting south of Taxiway A3;

Design the reconstruction of 2,956 feet of Taxiway A north of Taxiway A3

Application
49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements
Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgment and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).

   ☐ Yes ☐ No ☐ N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
   a. Technical standards (Advisory Circular (AC) 150/5370-12);
   b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
   c. Construction safety and phasing plan measures (AC 150/5370-2).

   ☐ Yes ☐ No ☐ N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).

   ☐ Yes ☐ No ☐ N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).

☐ Yes ☐ No ☐ N/A

5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).

☐ Yes ☐ No ☐ N/A

6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:

   a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);

   b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and

   c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).

☐ Yes ☐ No ☐ N/A

7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).

☐ Yes ☐ No ☐ N/A

8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:

   a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);

   b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);

   c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and

   d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).

☐ Yes ☐ No ☐ N/A

9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:

   a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);

   b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and

   c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);

☐ Yes ☐ No ☐ N/A

10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).

☐ Yes ☐ No ☐ N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

☐ Yes ☐ No ☐ N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

    a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);

    b. Complete all environmental requirements as established within the project environmental determination (Oder 5100.38); and

    c. Prepare and retain as-built plans (Order 5100.38)

☐ Yes ☐ No ☐ N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order5100.38).

☐ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official:

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Selection of Consultants
Airport Improvement Program Sponsor Certification

Sponsor: County of Itasca and City of Grand Rapids

Airport: Grand Rapids/Itasca County-Gordon Newstrom Field Airport

Project Number: 3-27-0037-032-2025

Description of Work: Reconstruct 2,800 feet of Taxiway A and edge lighting south of Taxiway A3;

Design the reconstruction of 2,956 feet of Taxiway A north of Taxiway A3

Application
49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements
Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).

   ☐ Yes ☐ No ☐ N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).

   ☐ Yes ☐ No ☐ N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).

   ☐ Yes ☐ No ☐ N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).

☐ Yes ☐ No ☐ N/A

5. Sponsor has publicized or will publicize a RFQ that:

   a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and

   b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).

☐ Yes ☐ No ☐ N/A

6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).

☐ Yes ☐ No ☐ N/A

7. Sponsor has verified or will verify that agreements exceeding $25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).

☐ Yes ☐ No ☐ N/A

8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:

   a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and

   b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).

☐ Yes ☐ No ☐ N/A

9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR §200.323).

☐ Yes ☐ No ☐ N/A

10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR §200.302).

☐ Yes ☐ No ☐ N/A

11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).

☐ Yes ☐ No ☐ N/A

12. Sponsor has incorporated or will incorporate mandatory contact provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)

☐ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

    a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));

    b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and

    c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

☐ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

☐ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official:

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Drug-Free Workplace
Airport Improvement Program Sponsor Certification

Sponsor: County of Itasca and City of Grand Rapids

Airport: Grand Rapids/Itasca County-Gordon Newstrom Field Airport

Project Number: 3-27-0037-032-2025

Description of Work: Reconstruct 2,800 feet of Taxiway A and edge lighting south of Taxiway A3; Design the reconstruction of 2,956 feet of Taxiway A north of Taxiway A3

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

   ☐ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

   a. The dangers of drug abuse in the workplace;

   b. The sponsor's policy of maintaining a drug-free workplace;

   c. Any available drug counseling, rehabilitation, and employee assistance programs; and

   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

   ☐ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

☐ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

   a. Abide by the terms of the statement; and

   b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

☐ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR §182.300).

☐ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

   a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and

   b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

☐ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR §182.200).

☐ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1
Name of Location:
Address:

Location 2 (if applicable)
Name of Location:
Address:

Location 3 (if applicable)
Name of Location:
Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official:

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Equipment and Construction Contracts
Airport Improvement Sponsor Certification

Sponsor: County of Itasca and City of Grand Rapids

Airport: Grand Rapids/Itasca County-Gordon Newstrom Field Airport

Project Number: 3-27-0037-032-2025

Description of Work: Reconstruct 2,800 feet of Taxiway A and edge lighting south of Taxiway A3;

Design the reconstruction of 2,956 feet of Taxiway A north of Taxiway A3

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federalstandards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a "covered contract" under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

   ☐ Yes ☐ No ☐ N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).

☐ Yes ☐ No ☐ N/A

3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.

☐ Yes ☐ No ☐ N/A

4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:

   a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));

   b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and

   c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).

☐ Yes ☐ No ☐ N/A

5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:

   a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;

   b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;

   c. Publicly opened at a time and place prescribed in the invitation for bids; and

   d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.

☐ Yes ☐ No ☐ N/A

6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:

   a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;

   b. Plan for publicizing and soliciting an adequate number of qualified sources; and

   c. Listing of evaluation factors along with relative importance of the factors.

☐ Yes ☐ No ☐ N/A

7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).

☐ Yes ☐ No ☐ N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

   a. Only one qualified person/firm submits a responsive bid;

   b. Award is to be made to other than the lowest responsible bidder; and

   c. Life cycle costing is a factor in selecting the lowest responsive bidder.

   ☐ Yes ☐ No ☐ N/A

9. All construction and equipment installation contracts contain or will contain provisions for:

   a. Access to Records (§ 200.336)

   b. Buy American Preferences (Title 49 U.S.C. § 50101)

   c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)

   d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)

   e. Occupational Safety and Health Act requirements (20 CFR part 1920)

   f. Seismic Safety – building construction (49 CFR part 41)

   g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)

   h. U.S. Trade Restriction (49 CFR part 30)

   i. Veterans Preference (49 USC § 47112(c))

   ☐ Yes ☐ No ☐ N/A

10. All construction and equipment installation contracts exceeding $2,000 contain or will contain the provisions established by:

    a. Davis-Bacon and Related Acts (29 CFR part 5)

    b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)

    ☐ Yes ☐ No ☐ N/A

11. All construction and equipment installation contracts exceeding $3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).
    ☐ Yes ☐ No ☐ N/A

12. All contracts exceeding $10,000 contain or will contain the following provisions as applicable:

    a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;

    b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;

    c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and

    d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

    ☐ Yes ☐ No ☐ N/A

13. All contracts and subcontracts exceeding $25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

☐ Yes ☐ No ☐ N/A

14. Contracts exceeding the simplified acquisition threshold (currently $150,000) include or will include provisions, as applicable, that address the following:

    a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);

    b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);

    c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);

    d. Conditions specifying administrative, contractual and legal remedies for instances where contractor of vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and

    e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

☐ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official:

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Project Plans and Specifications
Airport Improvement Program Sponsor Certification

Sponsor: County of Itasca and City of Grand Rapids

Airport: Grand Rapids/Itasca County-Gordon Newstrom Field Airport

Project Number: 3-27-0037-032-2025

Description of Work: Reconstruct 2,800 feet of Taxiway A and edge lighting south of Taxiway A3;

Design the reconstruction of 2,956 feet of Taxiway A north of Taxiway A3

Application
49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements
Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

   ☐ Yes ☐ No ☐ N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

   ☐ Yes ☐ No ☐ N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).

☐ Yes ☐ No ☐ N/A

4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).

☐ Yes ☐ No ☐ N/A

5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).

☐ Yes ☐ No ☐ N/A

6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).

☐ Yes ☐ No ☐ N/A

7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).

☐ Yes ☐ No ☐ N/A

8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).

☐ Yes ☐ No ☐ N/A

9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).

☐ Yes ☐ No ☐ N/A

10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).

☐ Yes ☐ No ☐ N/A

11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)

☐ Yes ☐ No ☐ N/A

12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:

    a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.

    ☐ Yes ☐ No ☐ N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes ☐ No ☐ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes ☐ No ☐ N/A

13. For construction activities within or near aircraft operational areas(AOA):

    a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

    b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

    c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

    ☐ Yes ☐ No ☐ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

    ☐ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official:

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

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

Tuesday, September 16, 2025

REQUEST FOR BOARD ACTION: RBA-2025-555

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Ryan Sutherland

AGENDA ITEM:
2025 Pavement Markings - Final Payment

BOARD ACTION REQUESTED:
Approve final payment for SAP 031-030-004 - 2025 Pavement Markings and authorize the County Board Chairperson and Clerk to the County Board to sign the Certificate of Final Payment.

BACKGROUND:
Sir-Lines-Alot has completed the 2025 Pavement Markings contract and it is recommended that final payment be processed.

Bid Amount: $221,536.53
Final Amount: $217,639.87

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. RBA - SAP 031-030-004

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

Contract Number: SAP 031-030-004
Pay Request Number: 2 FINAL

Project Number	Project Description
SAP 031-030-004	2025 Pavement Markings

Contractor: Sir Lines-A-Lot, LLC 7175 Cahill Road Edina, MN 55439	**Vendor Number:** N/A **Up To Date:** 08/29/2025

Contract Amount		Funds Encumbered	
Original Contract	$221,536.53	Original	$221,536.53
Contract Changes	$0.00	Additional	N/A
Revised Contract	$221,536.53	Total	$221,536.53

Work Certified To Date	
Base Bid Items	$217,639.87
Contract Changes	$0.00
Material On Hand	$0.00
Total	$217,639.87

Project	Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
SAP 031-030-004	$0.00	$217,639.87	$0.00	$206,757.88	$10,881.99	$217,639.87

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
$0.00	$217,639.87	$0.00	$206,757.88	$10,881.99	$217,639.87
		Percent: Retained: 0%			Percent Complete: 98.24%

This is to certify that the items of work shown in this certificate of Pay Estimate have been actually furnished for the work comprising the above-mentioned projects in accordance with the plans and specifications heretofore approved.

Approved By Ryan Sawda

County/City/Project Engineer

Date 9/8/2025

Approved By Sir Lines-A-Lot, LLC

Contractor

Chaise VanOverbeke, President

Date 09/03/2025

Contract Payment Summary				
Payment Number	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2025-07-29	$217,639.87	$10,881.99	$206,757.88
2	2025-08-29	$0.00	($10,881.99)	$10,881.99

Contract Funding Category Summary						
Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
Non Participating (County)	2	$37,324.70	$0.00	$35,458.47	$1,866.23	$37,324.70
Participating (CSAH)	1	$180,315.17	$0.00	$171,299.41	$9,015.76	$180,315.17

Contract Funding Source Summary					
Accounting Number	Funding Source Name	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
1	Regular (CSAH)	$7,500.01	$150,000.00	$150,000.00	$150,000.00
2	Local	$3,381.98	$71,536.53	$71,536.53	$67,639.87

Project Payment Summary					
Project	Payment Number	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
SAP 031-030-004	1	2025-07-29	$217,639.87	$10,881.99	$206,757.88
SAP 031-030-004	2	2025-08-29	$0.00	($10,881.99)	$10,881.99

Project Funding Category Summary						
Project	Funding Category Name	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
SAP 031-030-004	2025 Pavement Markings / Non Participating (County)	$37,324.70	$0.00	$35,458.47	$1,866.23	$37,324.70
SAP 031-030-004	2025 Pavement Markings / Participating (CSAH)	$180,315.17	$0.00	$171,299.41	$9,015.76	$180,315.17

Project Funding Source Summary					
Project	Funding Source Name	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
SAP 031-030-004	1	$7,500.01	$150,000.00	$150,000.00	$150,000.00
SAP 031-030-004	2	$3,381.98	$71,536.53	$71,536.53	$67,639.87

Contract Item Status

Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SAP 031-030-004	1	2582.503	4" SOLID LINE PAINT	L F	$0.073	2081029	0	$0.00	2064539	$150,711.35
SAP 031-030-004	2	2582.503	4" DOUBLE SOLID LINE PAINT	L F	$0.146	405870	0	$0.00	390173	$56,965.26
SAP 031-030-004	3	2582.503	4" BROKEN LINE PAINT	L F	$0.073	141978	0	$0.00	136483	$9,963.26
Base Bid Totals:								$0.00		$217,639.87

Project Category Totals

Project	Category	Amount This Request	Amount To Date
SAP 031-030-004		$0.00	$217,639.87

Contract Change Item Status

Project	CC	Line	Item	Unit Price	Contract Quantity	Contract Amount	New Item or Adj to Existing	Quantity This Request	Amount This request	Quantity To date	Amount To Date
Contract Change Totals:									$0.00		$0.00

Contract Change Totals

Number	Description	Effective Date	Amount

Material On Hand Additions

Line	Item	Description	Date	Added	Comments

Material On Hand Balance

Line	Item	Description	Date	Added	Used	Remaining

Contract Total	$217,639.87

CERTIFICATE OF PERFORMANCE FORM

County of Itasca

Project No.: SAP 031-030-004

Name of Contractor: Sir Lines Alot, LLC

Total Value of Work: $ 217,639.87

I HEREBY CERTIFY to the Board of commissioners of the above named County, that I have been in charge of the work required by the above described contract; that all of such work has been done and performed as measured by and in accordance with and pursuant to the terms of said contract.

9-8-25
Date

Karin Grandia
County Highway Engineer
Karin Grandia

CERTIFICATE FOR FINAL PAYMENT

State Of Minnesota   Project No.: SAP 031-030-004

County of Itasca

The County Board of Itasca County hereby recognizes that the work done by Sir Lines A Lot LLC, of Edina, MN, under contract with Itasca County, made and entered into on April 18, 2025, relating to the furnishing of materials, and/or, the construction of the above named project has been completed.

We hereby approve of the Engineer's Final Estimate hereto attached, including variations from the original plans, and hereby find the Contractor entitled to total compensation for said work according to said estimate.

Dated: ____________, 2025

Signed: ________________________________
Chairman, Itasca County Board

____
Clerk to the County Board

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

Tuesday, September 16, 2025

REQUEST FOR BOARD ACTION: RBA-2025-161

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

AGENDA ITEM:
Citizen Input

BOARD ACTION REQUESTED:
Receive Citizen Input

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

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. 09-16-2025 Citizen Input Signup

09/16/2025

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

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

Tuesday, September 16, 2025

REQUEST FOR BOARD ACTION: RBA-2025-90

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

AGENDA ITEM:
Commissioner Warrants

BOARD ACTION REQUESTED:
Approve Commissioner Warrants with a check date of September 17, 2025, in the amount of $2,511,201.69.

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, September 16, 2025

REQUEST FOR BOARD ACTION: RBA-2025-560

DEPARTMENT: Health & Human Services **TIME REQUESTED:** 5 Minutes
PRESENTER: Shane Troumbly

AGENDA ITEM:
Towards Zero Deaths Update

BOARD ACTION REQUESTED:
Receive update regarding "Toward Zero Deaths".

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. ATV Presentation TZD

09/16/2025

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

TOWARD ZERO DEATHS

To reach zero deaths on our roadways
Goal: No more than 225* by 2025

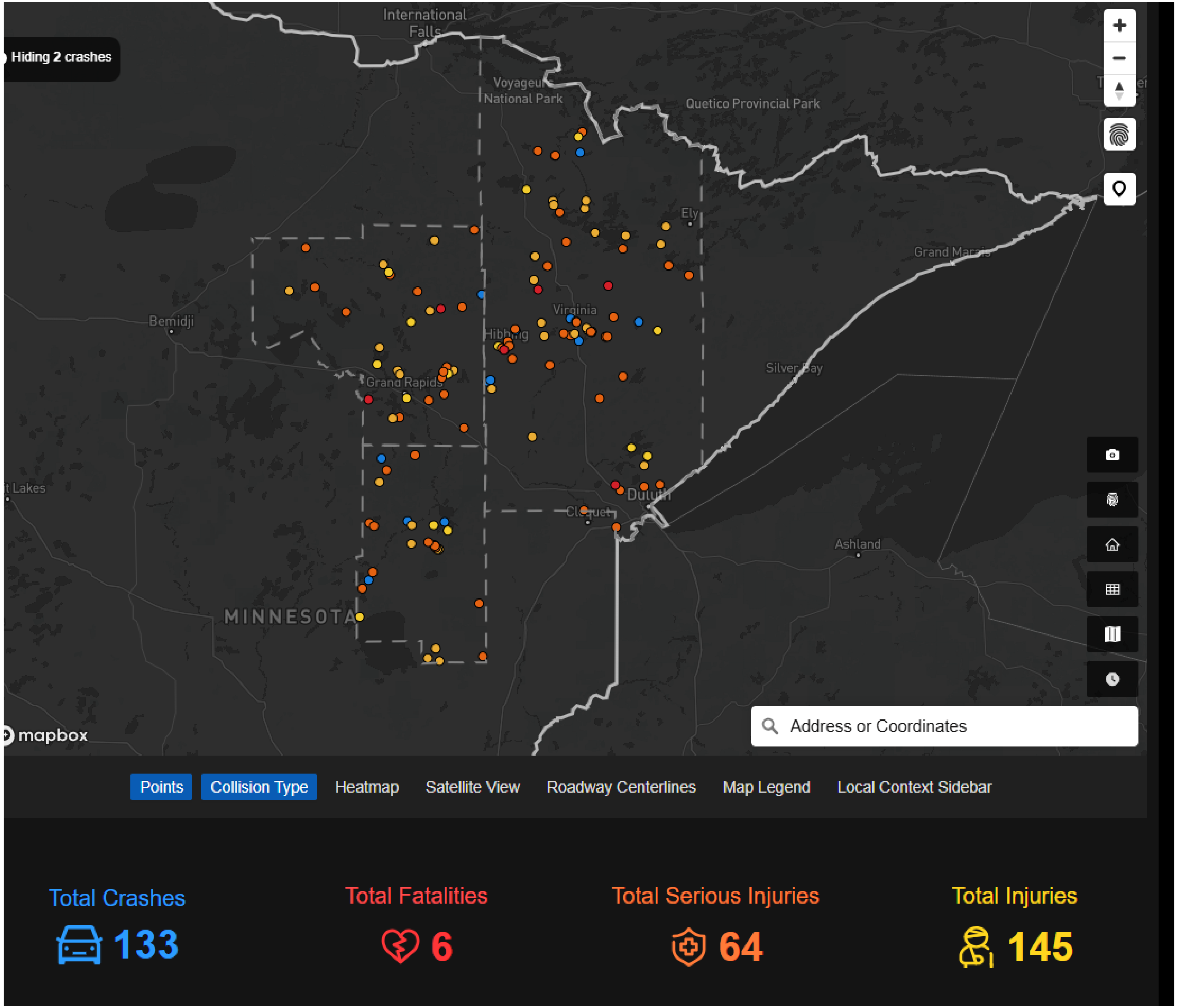
4 E's

- Education
- Engineering
- Enforcement
- EMS

*at 253 as of 9/15/2025 (310, 2024 YTD)

ATV Crashes

2022-01-01 thru 2025-09-03



Did you know?

- Anyone born after July 1, 1987, and who is 16 years or older, must complete the ATV safety online course. Ages 10-15 complete the online course and take a hands-on course. Certificate become valid at age 12.
- A person under the age of 15 must not operate an electric-assisted bicycle. (169.222 Subd 6a)
- No person under the age of 12 years may operate a motorized foot scooter (169.225)
- No person under the age of 18 years may operate a motorized foot scooter without wearing properly fitted and fastened protective headgear…

Safety Gear


Check list for hunting
License ✓
Shotgun ✓
Ammunition✓
Blaze orange ✓
Snacks✓
Tree✓
No Helmet = bad day
Ride Smart
Ride Safe


ALWAYS WEAR SAFETY GEAR
*DOT-COMPLIANT HELMET
*GOGGLES
*LONG SLEEVES
*LONG PANTS
*OVER-THE-ANK
POLARIS


During a rollover isn't the time to be buckling your seat belt.
Buckle up... ride another day
UTVs don't have air bags, crumple zones or many of the features available in cars and trucks. Even at low speeds, you can be thrown from your ride and killed in a rollover.

ATV Clubs

Rapids Riders ATV Club, Inc. is the local ATV club based in Grand Rapids.

- A diverse group of ATV enthusiasts working to promote the safety and training for youths
- Monitors and maintains the UPM Trail
- Conducts safety training using volunteer certified safety instructors

ATV MN is the State Association representing 70 ATV clubs and ATV riding families across Minnesota.

- It promotes safe, responsible ATV riding and provides ATV clubs with the "tools" they need to build ATV trails for the riding public that are fun and sustainable, while protecting natural resources.
- Established ATV registration program and dedicated fund account, ATV Grant-in-Aid trail grant program, ATV youth safety training program

ATV MN Safety Committee

- Established in 2022 to bring safety to the forefront of ATV MN membership.
- Creating a line of communication with 70 ATV MN affiliated clubs to share safety information.
- Comprised of Youth ATV Safety Instructors, MN DNR Trail Ambassadors, ATV MN Board members, Club Officers, and guests from TZD and MN DNR.

ATV Clubs
Benefits of ATV Clubs

- Partner with Sheriff's Dept. and DNR on Youth Safety Training
- Work with sheriff's departments, police, and other emergency services in searching for lost hikers, skiers, hunters, and children
- Distribute regulation books, trail maps, safety info in ATV Safety Education at community events
- Keep members up to date on new laws and legislation for ATVs and OHMs
- Design, construct, and maintain trails
- Sponsor ATV outings as well as local events
- Sponsor *Trail Ambassadors* to help monitor trails

Club Name	City
Alvwood Squaw Lake ATV Club	Blackduck
Balsam Trail Blazers	Bovey
Bushwackers ATV Club	Deer River
Itasca Trail Riders ATV Club	Marble
Keewatin Trail Runners	Keewatin
Range Riders ATV Club	Nashwauk
Rapids Riders ATV Club	Grand Rapids
Red Rock Riders ATV Club	Pengilly
Run-A-Muck ATV Club	Pengilly
Swampsiders ATV Club	Bigfork
Wilderness Wheelers ATV Club	Bigfork

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

Tuesday, September 16, 2025

REQUEST FOR BOARD ACTION: RBA-2025-561

DEPARTMENT: Environmental Services **TIME REQUESTED:** 5 Minutes
PRESENTER: Katie Benes

AGENDA ITEM:
Public Hearing Re: Rezone Application Submitted by Jolly Otter Properties, LLC

BOARD ACTION REQUESTED:
Hold a Public Hearing Re: Rezone Application of Jolly Otter Properties, LLC and adopt the Resolution Re: Application Submitted by Jolly Otter Properties, LLC to Rezone Property from Rural Residential to Recreational Commercial located at 09-018-1117.

BACKGROUND:
At the regular Planning Commission meeting on Wednesday, September 10, 2025 - it was motioned to recommend approval of the rezone application submitted by Jolly Otter Properties, LLC for rezone from Rural Residential to Recreational Commercial as set forth in the attached record (application and findings of fact).

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Jolly Otter Rezone Packet

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Cory Smith
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, September 16, 2025

RESOLUTION 2025-33

RE: APPLICATION SUBMITTED BY JOLLY PROPERTIES, LLC TO REZONE PROPERTY FROM RURAL RESIDENTIAL TO RECREATIONAL COMMERCIAL LOCATED AT 09-018-1117

WHEREAS, the ordinance may be amended whenever the public health, safety, convenience, and general welfare would best be served by such amendments, in accord with the Itasca County Comprehensive Land Use Plan “CLUP” by the procedures set forth in Article 20; and

WHEREAS, on 8/4/2025, Jolly Otter Properties, LLC submitted an application for rezone from Rural Residential to Recreational Commercial on Parcel 09-018-1117; and

WHEREAS, the property is an existing RV campground; and

WHEREAS, the parcel is adjacent to Rural Residential and Farm Residential zoning to the north and Recreational Commercial zoning to the south. The property is located within the shoreland overlay district of Bowstring Lake, Recreational Development 2 Class; and

WHEREAS, Per Section 9.1, the purpose of the Recreational Commercial Zoning District is:
The purpose of the Recreational Commercial Zoning District is to protect and encourage the sound development of the recreational industry in Itasca County. To achieve the goal to develop an integrated green space and recreation system that provides diverse, developed and undeveloped, recreational opportunities for all residents and visitors while protecting unique scenic and natural areas as stated in the Itasca County Comprehensive Land Use Plan; and

WHEREAS, on 9/10/2025, the Planning Commission voted unanimously to approve the Rezone Application pursuant to Section 18.2.4 of the Itasca County Zoning Ordinance, and forwarded their recommendation for approval in the Findings of Fact dated 9/10/2025 for approval to the County Board in writing and within 30 days of the close of their hearing; and

WHEREAS, Section 20.3.4, a rezone or amendment to the Zoning Map may only be recommended for approval, to the County Board, upon finding by the Planning Commission that all of the following exist: the proposed zoning does not substantially conflict with the CLUP; the proposed zoning shall not be spot zoning; that is zoning that discriminates in favor of one lot or parcel out of context with surrounding lots or parcels; the original zoning was inconsistent with the CLUP; or an error was made in the CLUP which should now be corrected along with the zoning; or substantial changes have occurred in the community which should result in the CLUP and the zoning being amended; and a clear public need for and benefit from the proposed rezoning shall exist beyond any benefit or convenience to the landowner; and

WHEREAS, the rezone from Rural Residential to Recreational Commercial was recommended for approval to the County Board because:

1. The proposed zoning does not substantially conflict with the Itasca County Comprehensive Land

Use Plan (CLUP)—the CLUP encourages the continuation of existing business/recreation industry; an adjacent parcel is zoned Recreational Commercial;

2. The proposed zoning is not spot zoning, which is zoning that discriminates in favor of one lot or parcel out of context with surrounding lots or parcels—the parcel is adjacent to Recreational Commercial zoning to the south and the rezone is just an update of the parcel's zoning;

3. The original zoning was inconsistent with the Comprehensive Land Use Plan; or an error was made in the Comprehensive Land Use Plan, which should now be corrected along with the zoning district; or substantial changes have occurred in the community, which should result in the Comprehensive Land Use Plan and the zoning being amended—the rezone is necessary to allow the campground to continue (as approved by CUP #110708 on 10/12/2011) since the existing resort on the adjacent parcel will no longer be in operation and it is updating the zoning that was missed several years ago; and

4. A clear public need for and benefit from the proposed rezoning shall exist beyond any benefit or convenience to the landowner—it is just updating the zoning; the land use will not change; resorts/campgrounds are needed/encouraged and proposed rezoning will maintain an existing business.

WHEREAS, the County Board conducted their public hearing on Tuesday, 9/16/2025, at 2:30 p.m. in the Itasca County Courthouse, 123 NE 4th Street, Grand Rapids, MN. Notice of the public hearing was published in the Grand Rapids Herald Review on 8/27/2025 and the Scenic Range News Forum on 9/4/2025; and

WHEREAS, the County Board members utilized their independent judgment, reviewed the Planning Commission's recommendation for approval and used a criteria sheet to determine approval of the rezone application at the public hearing.

NOW THEREFORE BE IT RESOLVED that the County Board of Commissioners hereby enacts ordains and adopts the zoning map amendments recommended by the Planning Commission that accompanies this resolution.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Cory Smith
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 September 16, 2025 and that the same is a true and correct copy of the whole thereof.

Administrator

DATE 8/4/2025 PHONE # ____________ PERMIT # ____________

ITASCA COUNTY APPLICATION TO AMEND ZONING MAP/REZONE

APPLICANT/ADDRESS Jolly Otter Properties, LLC 49231 County Road 173, Deer River, MN 56636

AGENT/ADDRESS Same

PROPERTY ADDRESS Same

PROPERTY DESCRIPTION/PARCEL # 09-018-1117, Part of Lt. 1, S. 18, 147-25 full legal attached

LAKE NAME/CLASS Bowstring Lake/RD-2 EX. USE Campground/Commercial

ZONING DISTRICT [EXISTING] ZONING DISTRICT [PROPOSED]

Rural Residential (RR) Recreational Commercial (RC)

Reason for Proposed Amendment or Zone Change Parcel is losing resort status so RV resort is no longer valid. Must be zoned Recreation Commercial.

Attach to this form a map showing property location, all properties within 300', dimensions of existing and proposed buildings, all streets and roads, North direction and any other information pertinent to this request.

SITE INSPECTION: A site inspection shall be made by the Board and the applicant acknowledges that no one ~~can be~~ prohibited from coming onto the property MW Yes. The applicant chooses a site inspection by staff MW Yes.

SIGNATURE/DATE: [signature] 8/4/25

On 8/4/25, the Zoning Office received the completed application, accompanying information and the fee is paid in full

PERMIT APPROVAL: In accordance with MS#15.99, Itasca County must approve or deny the variance application within 60 days of submission of the completed application/fee. If said application is denied, the reason/s must be stated in writing at the time of denial. This time line may be extended by Itasca County for another 60 days provided the applicant/s receive written notice with reasons for the extension. The extension may not exceed 60 days unless approved by the applicant. The 60 days will end on: 10/3/25.

On ____________ Planning Commission/BoA authorized an extension for the following reasons with an expiration date of: ____________

Authorizing Signature and Date: ____________

On ________ the applicants hereby waive the time frame requirements set forth in MS#15.99:

____________ Witness: ____________

Signatures

Amendment/Rezone Application for:

RECOMMENDATION

TOWN BOARD OF ______________ APPROVAL CHAIR______________________________

OR AMEMD DATE______________

UNORGANIZED TOWNSHIP REJECTION COMMISSIONER______________________________

REASONS:____

Amendments to the Zoning Map/Rezone shall be recommended for approval to the County Board upon finding by the Planning Commission that all of the following conditions exist:

1. The proposed zoning does not substantially conflict with the Itasca County Comprehensive Plan.
2. The proposed zoning shall not be spot zoning, which is zoning to discriminate in favor of one lot or parcel out of context with surrounding lots or parcels.
3. The original zoning was inconsistent with the comprehensive or land use plan; or an error was made in the comprehensive or land use plan which should be corrected along with the zoning; or substantial changes have occurred in the community since the adoption of the comprehensive or land use plan, which should result in the plan/s and the zoning being amended.
4. A clear public need for and benefit from the proposed rezoning shall exist beyond any benefit or convenience to the land owner.

RECOMMENDATION:

On 9/10/2025 the Planning Commission/Board of Adjustment unanimously/ majority vote recommends, to the County Board of Commissioners, APPROVAL AMENDMENT REJECTION of the map amendment/rezone submitted by Jolly Otter Properties, LLC for rezone from Rural Residential to Recreational Commercia

Mike Rellorm 9-10-25

Chairperson – Itasca County Planning Commission/Board of Adjustment

On______________ the County Board of Commissioners unanimously/majority vote recommends APPROVAL AMENDMENT REJECTION of the map amendment/rezone submitted by____

____

Chairperson – Itasca County Board of Commissioners

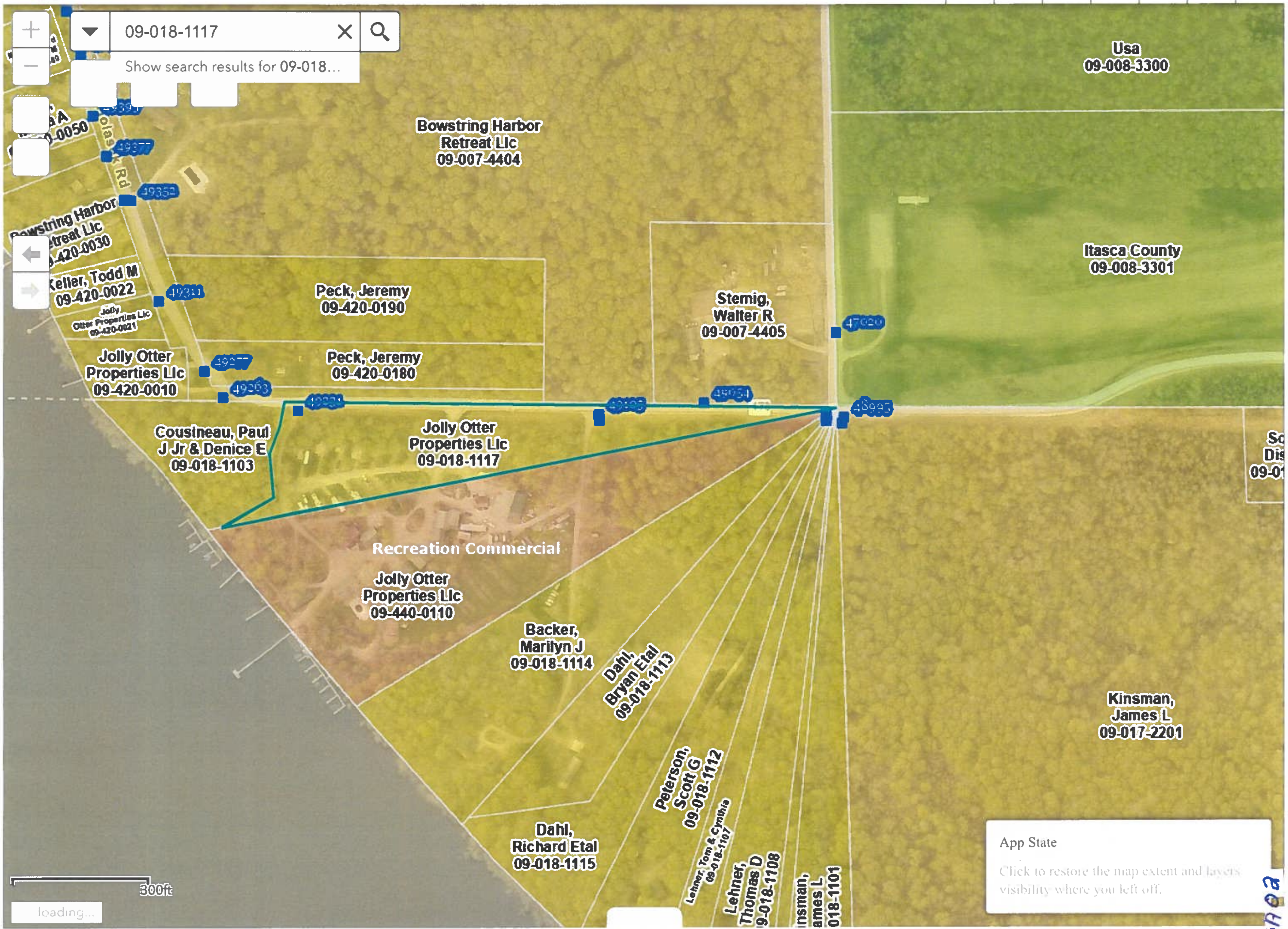
Approval includes the findings of fact and compliance with all County, State and Federal Rules, Regulations and Statutes as required by law.

In accordance with Section 18.4 of the Zoning Ordinance , all decisions by the County Board shall be final. Judicial review of these decisions by injunction, mandamus, declaratory judgment or other remedy shall be in the manner prescribed by law.

Amendment/Rezone Application for:

Itasca County Zoning GIS Viewer

Version 2.22



CBA 02

C: PCBA

STATE OF MINNESOTA
COUNTY OF ITASCA

PLANNING COMMISSION/BOARD OF ADJUSTMENT
REGULAR DIVISION

In Re: FINDINGS OF FACT, CONCLUSIONS OF LAW, RESOLUTION AND ORDER

Rezone application for: Jolly Otter Properties, LLC, 49231 County Rd. 173, Deer River, MN 56636

Property Location/Address: Part of Lot 1, Section 18, Bowstring Township 147-25
Parcel #09-018-1117 (See Exhibit A for full legal description)

The rezone application, from Rural Residential to Recreational Commercial on the above parcels came before the Planning Commission/Board of Adjustment at their regular meeting on 9/10/2025 with Megan Boulton being present as representative. Also present were the following: Board Members Bellomy, Butterfield, Maasch; and Environmental Services Director Katie Benes. Upon the records, files and proceedings herein, the Board makes the following:

FINDINGS OF FACT

1. The parcel is:
   a. Approximately 3.60 acres in area;
   b. Zoned Rural Residential;
   c. Located within the shoreland overlay district of Bowstring Lake, a Recreational Development 2 Class lake;
   d. Borders County Road 173, a Class C Highway;
   e. Located in Bowstring Township T147 R25, Commissioner District #1 and
   f. Developed with a RV campground, shower house/bathroom and septic system.

2. On 8/4/2025, Jolly Otter Properties, LLC submitted an application for rezone from Rural Residential to Recreational Commercial. They are requesting the rezone for the existing RV resort. On 10/12/2011, CUP #110708 was approved on this parcel for a resort expansion to add 13 seasonal campsites (to the existing resort on adjacent Parcel #09-440-0110). Since the resort on the adjacent parcel will no longer be in operation, it is necessary to rezone Parcel #09-018-1117 to Recreational Commercial to allow the campground to continue.

3. Applicant proposes to continue to use Parcel #09-018-1117 for recreational purposes. The acreage is consistent with the Recreational Commercial Zoning District requirements and the adjacent parcel is currently zoned Recreational Commercial.

4. Per Zoning Map, there is Rural Residential and Farm Residential zoning to the north of this parcel and Recreational Commercial zoning to the south.

5. Section 20.3.4, a Rezone or Amendment to the Zoning Map may only be recommended for approval, to the County Board, upon finding by the Planning Commission/BoA that all of the following exist:
   A. The proposed zoning does not substantially conflict with the Itasca County Comprehensive Plan.
   B. The proposed zoning shall not be spot zoning; that is zoning that discriminates in favor of one lot or parcel out of context with surrounding lots or parcels.
   C. The original zoning was inconsistent with the comprehensive plan; or an error was made in the comprehensive plan which should now be corrected along with the zoning; or substantial changes

have occurred in the community which should result in the comprehensive plan and the zoning being amended.

D. A clear public need for and benefit from the proposed rezoning shall exist beyond any benefit or convenience to the landowner.

6. Per Section 7.1, the purpose of the Rural Residential Zoning District is:
   Section 7.1 Purpose
   The Rural Residential Zoning District is intended to provide a residential district that is predominantly shoreland and rural in character and allows activities that do not degrade the rural residential character. This zoning district shall be used to promote a high quality residential living environment.

7. Per Section 9.1, the purpose of the Recreational Commercial Zoning District is:
   Section 9.1 Purpose
   The purpose of the Recreational Commercial Zoning District is to protect and encourage the sound development of the recreational industry in Itasca County. To achieve the goal to develop an integrated green space and recreation system that provides diverse, developed and undeveloped, recreational opportunities for all residents and visitors while protecting unique scenic and natural areas as stated in the Itasca County Comprehensive Land Use Plan.

8. Notice of the PC/BoA 9/8/2025 site inspection and 9/10/2025 public hearing was published in the 8/27/2025 issue of the *Grand Rapids Herald Review* and the 8/28/2025 issue of the *Scenic Range News Forum.* Notice of the 9/16/2025 County Board public hearing was published in the 8/27/2025 issue of the *Grand Rapids Herald Review* and 9/4/2025 issue of the *Scenic Range News Forum.*

9. As required in Article 18, notice of the 9/10/2025 Planning Commission/BoA hearing and the 9/16/2025 County Board hearing was sent to applicants, property owners within 1/2 mile of the affected property, SWCD, DNR (Rian Reed), ICOLA, and Bowstring Township Clerk on 8/25/2025 for their information and comment.

10. No recommendation has been received from Bowstring Township.

11. The site was viewed by the PC/BoA on 9/8/2025.

12. In accordance with Section 20.3.1, the Planning Commission/BoA shall conduct at least one public hearing on all property zoning map amendments and report [their recommendation] to the County Board in writing within 30 days of the close of the hearing/s.

13. The County Board will conduct their public hearing on Tuesday, 9/16/2025, at 2:30 p.m. at in the County Board Room of the Courthouse.

14. Per Section 20.3.2, upon the filing of a report by the Planning Commission/BoA or upon expiration of the 30-day period, the County Board may by resolution adopt the amendment or any portion thereof as it deems advisable.

15. In accordance with Minnesota Statue 15.99, Itasca County must approve or deny the rezone application within 60 days of submission which would be by 10/3/2025.

16. The record consists of:
    PCBA 01- Rezone application submitted 8/4/2025 and legal description (2 pgs.);
    PCBA 02- Zoning map;

PCBA 03- Site plan;
PCBA 04- Notice dated 8/25/2025 to property owner, etc.;
PCBA 05- Notice dated 8/25/2025 to Bowstring Township Clerk;
PCBA 06- Notice dated 8/25/2025 to affected property owners, map, list of affected of property owners (5 pgs.);
PCBA 07- Amended CIC survey (2 pgs.)
PCBA 08- Letters of support from Penny Nelson & Malissa Meeker (2 pgs.);
PCBA 09- Staff report dated 9/5/2025 (2 pgs.);
PCBA 10- Guidelines to Amend Zoning forms completed by members.

CONCLUSIONS OF LAW

The rezone from Rural Residential to Recreational Commercial is recommended for approval to the County Board because:

A. The proposed zoning does not substantially conflict with the Itasca County Comprehensive Land Use Plan (CLUP)—the CLUP encourages the continuation of an existing business/the recreation industry; an adjacent parcel is zoned Recreational Commercial;

B. The proposed zoning is not spot zoning, which is zoning that discriminates in favor of one lot or parcel out of context with surrounding lots or parcels—the parcel is adjacent to Recreational Commercial zoning to the south and the rezone is just an update of the parcel's zoning;

C. The original zoning was inconsistent with the Comprehensive Land Use Plan; or an error was made in the Comprehensive Land Use Plan, which should now be corrected along with the zoning district; or substantial changes have occurred in the community, which should result in the Comprehensive Land Use Plan and the zoning being amended—the rezone is necessary to allow the campground to continue (as approved by CUP #110708 on 10/12/2011) since the existing resort on the adjacent parcel will no longer be in operation and it is updating the zoning that was missed several years ago; and

D. A clear public need for and benefit from the proposed rezoning shall exist beyond any benefit or convenience to the landowner—it is just updating the zoning; the land use will not change; resorts/campgrounds are needed/encouraged and proposed rezoning will maintain an existing business.

PCBA 03- Site plan;
PCBA 04- Notice dated 8/25/2025 to property owner, etc.;
PCBA 05- Notice dated 8/25/2025 to Bowstring Township Clerk;
PCBA 06- Notice dated 8/25/2025 to affected property owners, map, list of affected of property owners (5 pgs.);
PCBA 07- Amended CIC survey (2 pgs.)
PCBA 08- Letters of support from Penny Nelson & Malissa Meeker (2 pgs.);
PCBA 09- Staff report dated 9/5/2025 (2 pgs.);
PCBA 10- Guidelines to Amend Zoning forms completed by members.

CONCLUSIONS OF LAW

The rezone from Rural Residential to Recreational Commercial is recommended for approval to the County Board because:

1. The proposed zoning does not substantially conflict with the Itasca County Comprehensive Land Use Plan (CLUP)—the CLUP encourages the continuation of existing business/recreation industry; an adjacent parcel is zoned Recreational Commercial;
2. The proposed zoning is not spot zoning, which is zoning that discriminates in favor of one lot or parcel out of context with surrounding lots or parcels—the parcel is adjacent to Recreational Commercial zoning to the south and the rezone is just an update of the parcel's zoning;
3. The original zoning was inconsistent with the Comprehensive Land Use Plan; or an error was made in the Comprehensive Land Use Plan, which should now be corrected along with the zoning district; or substantial changes have occurred in the community, which should result in the Comprehensive Land Use Plan and the zoning being amended—the rezone is necessary to allow the campground to continue (as approved by CUP #110708 on 10/12/2011) since the existing resort on the adjacent parcel will no longer be in operation and it is updating the zoning that was missed several years ago; and
4. A clear public need for and benefit from the proposed rezoning shall exist beyond any benefit or convenience to the landowner—it is just updating the zoning; the land use will not change; resorts/campgrounds are needed/encouraged and proposed rezoning will maintain an existing business.

RESOLUTION

Now therefore, Butterfield/Maasch motioned to recommend (to the County Board) approval of the rezone application submitted by Jolly Otter Properties, LLC for rezone from Rural Residential to Recreational Commercial as set forth in the 9/5/2025 staff report. Motion carried unanimously.

Mike Bellomy 9-10-25

Mike Bellomy, Chairperson Date

ATTEST:

Katie Benes 9/11/25

Katie Benes, Environmental Services Director Date

Excerpt from 9/10/2025 PCBA minutes:

Jolly Otter Properties, LLC/Rezone—(Part of Lot 1, Section 18, Bowstring Township 147-25, Parcel #09-018-1117) — submitted an application for rezone from Rural Residential to Recreational Commercial for an existing RV resort. An aerial photo of the properties was viewed on the overhead screen along with the amended CIC. Documents PCBA 07 (amended CIC survey) and PCBA 08 (letters of support) were added to the record. ESD Katie Benes mentioned that the parcel to the south will remain Recreational Commercial zoning even though it will not be operating as a resort. The original CIC (then called a PUD) was approved in 1982 for Parcel #09-440-0110. In 2011, the resort owner acquired the parcel to the north (#09-018-1117) and CUP #110708 was approved for a resort expansion for the RV campground. The amended CIC is being updated to incorporate the RV campground into the CIC. It was the consensus of the members that the property should have been rezoned many years ago. Megan Boulton was present and discussed her rezone request and commented that the original CIC survey was inaccurate and has been updated. The property has been a resort for a long time and now they plan to sell the cabins separately. The campground use will not change only the zoning will be updated. Butterfield/Maasch motioned to close the public portion of the meeting which carried unanimously.

Motion**:** **Butterfield/Maasch motioned to recommend (to the County Board) approval of the rezone application submitted by Jolly Otter Properties, LLC for rezone from Rural Residential to Recreational Commercial as set forth in the 9/5/2025 staff report. Motion carried unanimously.**

05 September 2025

Greetings!

This letter is in support of Megan Boulton. Megan, along with her husband Rob Szymczak, provides a place for adventures, peace, and making memories, Bowstring Shores. Megan and Rob's commitment to serving guests in Itasca County stems from good business practices that support the magic that this area offers.

Bowstring Lake, Itasca County is a Minnesota gem. Bowstring Shores showcases the natural beauty, good fishing, and relaxing vibes of the lake and the surrounding area while promoting responsible use of these resources ensuring they will remain for future enjoyment. Megan brings a vision for investing in the present economy, sustainability- economic and environmental, and building future opportunities. Itasca County will continue to benefit as Megan evolves her business.

I can confidently speak to Megan and Rob's contributions as we have experienced them on several different levels, across years. Our families were guests at Bowstring Shores, Megan's first year of business. Megan and Rob were the consummate hosts. Accommodations were immaculate, complete, and more than comfortable. The available activities entertained all ages and interests of our families. The customer service was exemplary. We continued to return each season and have not been disappointed.

We have watched Megan and Rob weather the storms of the resort business, including all the "natural" things, weather, plumbing, appliances, and guests, also, the COVID experiences. As a professional, 7 years in the Property Tax area, I have admired the business sense practiced by Megan, commitment to growing while preserving the Bowstring area extending to Itasca County and the State of Minnesota shown by Megan and Rob, and the integrity that all these things were accomplished with. Currently, we enjoy a seasonal camper in the campground at Bowstring Shores and rent cabins for our families for a week each summer. It is exciting to hear of a vision for a progressive business plan that continues serves us as customers and offers opportunities for a new kind of Northern Minnesota experience. I have great confidence with the work ethic, commitment, and integrity that Megan and Rob take on life it will be win for everyone. Please, carefully consider the proposal for Bowstring Shores knowing the plans are expertly, mindfully created and will be executed with the same ethical commitment and integrity that are being practiced, now.

Sincerely and Respectfully Submitted,
Penny Nelson

To whom it may concern,

I am writing this letter in reference to Bowstring Shores Resort and campground. I am one of the campers, in our little village of families that make up the campground. The campground has become family to us. We care about one another, sharing fishing reports, wisdom, laughs, sometimes tears and all those things that if you're lucky enough to have a good family beside you, you recognize as wonderful traits. I can't imagine not having this wonderful place to come to.

As many of you may know, the beauty of the lake itself is just one of the reasons to be there. Making a six-hour drive, just to get there can be stressful to say the least. As we near the campground, the tension in my shoulders and neck start to dissipate and once parked next to our camper the smell of the lake, the sound of the ways, the loons, the cool breeze coming off the lake. It all comes at you, envelopes you in a type of peace, joy, familiarity that makes you feel like you are home. For me it has been generations of family on this lake, so not only does it hold all those things I look forward to seeing each time I am there, the memories of family, the fish fries, the sunsets, the years where we could go to the dump and watch the bears come it. It holds all those beautiful images of my grandparents, who are now long passed, to babies putting their chubby little toes in the sand only to recoil those same little toes as they make contact with the lapping water on the beach. I can hear the laughter, the prayers said before meals, holding hands with a love. My dad's last time he was at the lake, when we left the lake that 8 years ago he stood looking out at the lake and said,,,Thank you so much for bringing me and your Mom back to the lake, I won't ever see this lake again, and sadly and much to our surprise just a few months later he was diagnosed with AML leukemia and his premonition became reality, as he passed 2 years later. All these memories precious, and fragile, because as time goes on those crisp memories start to fade, and yet there are times when I swear in between the wind and the waves these voices from my past are carried to me and fleeting that they maybe it takes me back to all those cherished days.

That brings me to my next thoughts and why I am writing to you. You see like my dad the old dairy farmer, who worked long hard demanding days, it takes that same type of tenacity to run a resort. Sadly just like many of the smaller farming families a mere few hundred acres, it became increasingly hard to make ends meet and the man who worked harder than most will ever know, that the way of life not to be rich but to be able to make a living and live that life were drastically disappearing. I see that same type of thing happening with resorts in Northern MN you see you have to change with the times. My husband and I have seen the resorts on Bowstring and Sand and many other lakes go by the way side, which also is hard on the communities that in some part rely on tourism. We have spoken with resort owners that have said we can't get help at the resorts. No one wants to work that hard anymore. Which brings me to Megan and Rob. While they want to keep the resort/campground going and are willing to put in the time they can't keep or find help. So like my dad, you have to change if you want to keep on doing what you love. If you want to keep being a good steward of the land, which this northern MN countryside is near and dear to their hearts. From fishing and hunting and giving back to that same land you love. The way to keep this dream alive is to make the changes with a CIC including the cabins and campground. We encourage you to take into consideration those that not only vacation at the resort but those who feel the campground and surrounding communities are their home away from home. From the famous breakfasts at the Sportsmen's Cafe in Deer River, and the Pine Cone Cafe, to meals at the Timberwolf Inn and Restaurant in Marcell, grocery stores in Deer River and Grand Rapids,,, the gas stations that we frequent, bait shops, the Bowstring Store, Riley's Cannibal Junction, the meat raffles at Hayslips Corner Talmoon, Burggraf's Ace Hardware in Deer River, the list could just go on and on. If a CIC is what is needed to keep the resort and campground going then please vote for Meg and Rob, the way of life in the north woods, and all those businesses that the survival of the resort will affect.

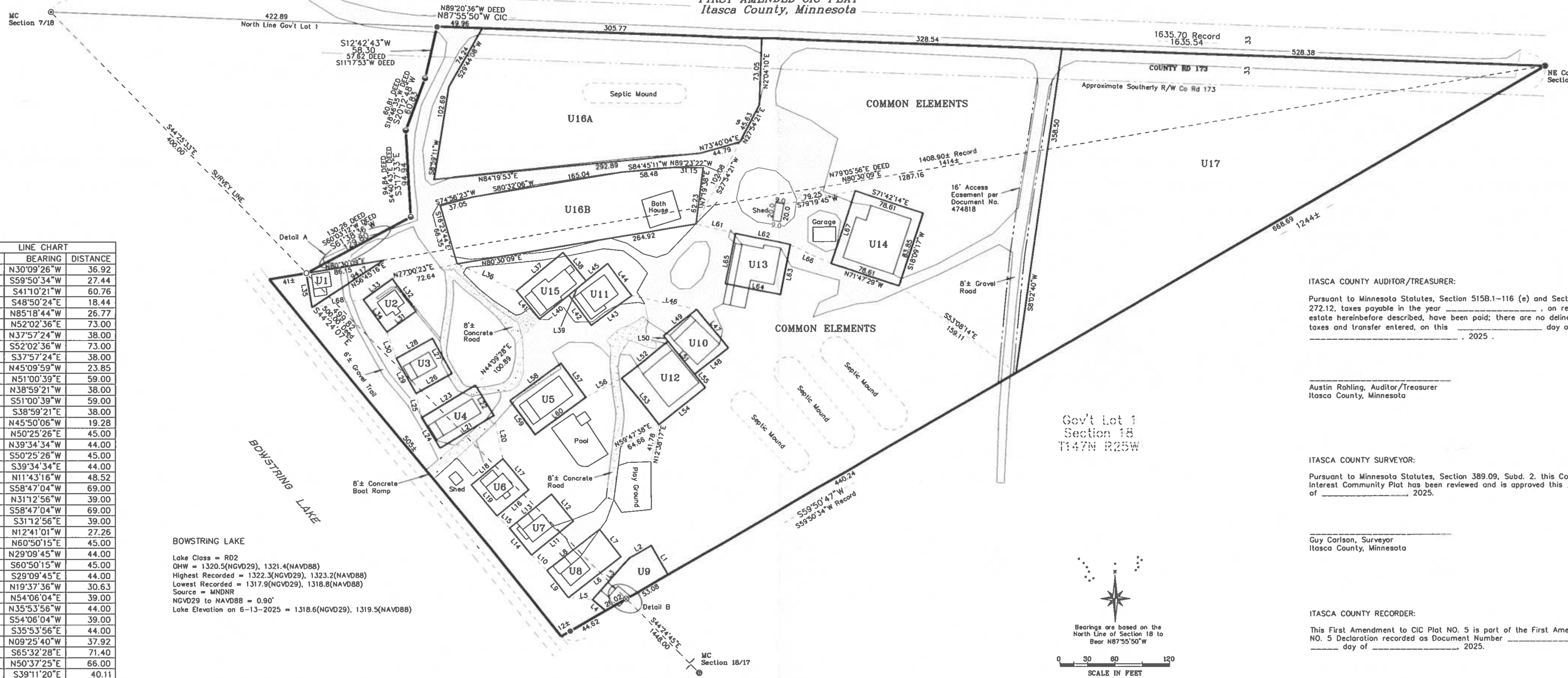
Thank you for your time and consideration.

Best regards,

Malissa Meeker

COMMON INTEREST COMMUNITY NO. 5

A CONDOMINIUM
BOWSTRING SHORES
FIRST AMENDED CIC PLAT
Itasca County, Minnesota



BOWSTRING LAKE

Lake Class = RD2
OHW = 1320.5(NGVD29), 1321.4(NAVD88)
Highest Recorded = 1322.3(NGVD29), 1323.2(NAVD88)
Lowest Recorded = 1317.9(NGVD29), 1318.8(NAVD88)
Source = MNDNR
NGVD29 to NAVD88 = 0.90'
Lake Elevation on 6-13-2025 = 1318.6(NGVD29), 1319.5(NAVD88)

LINE CHART		
NUM	BEARING	DISTANCE
L1	N30°09'26"W	36.92
L2	S59°50'34"W	27.44
L3	S41°10'21"W	60.76
L4	S48°50'24"E	18.44
L5	N85°18'44"W	26.77
L6	N52°02'36"E	73.00
L7	N37°57'24"W	38.00
L8	S52°02'36"W	73.00
L9	S37°57'24"E	38.00
L10	N45°09'59"W	23.85
L11	N51°00'39"E	59.00
L12	N38°59'21"W	38.00
L13	S51°00'39"W	59.00
L14	S38°59'21"E	38.00
L15	N45°50'06"W	19.28
L16	N50°25'26"E	45.00
L17	N39°34'34"W	44.00
L18	S50°25'26"W	45.00
L19	S39°34'34"E	44.00
L20	N11°43'16"W	48.52
L21	S58°47'04"W	69.00
L22	N31°12'56"W	39.00
L23	S58°47'04"W	69.00
L24	S31°12'56"E	39.00
L25	N12°41'01"W	27.26
L26	N60°50'15"E	45.00
L27	N29°09'45"W	44.00
L28	S60°50'15"W	45.00
L29	S29°09'45"E	44.00
L30	N19°37'36"W	30.63
L31	N54°06'04"E	39.00
L32	N35°53'56"W	44.00
L33	S54°06'04"W	39.00
L34	S35°53'56"E	44.00
L35	N09°25'40"W	37.92
L36	S65°32'28"E	71.40
L37	N50°37'25"E	66.00
L38	S39°11'20"E	40.11
L39	S50°37'25"W	24.48
L40	S50°37'25"W	41.39
L41	N39°22'29"W	40.11
L42	S36°40'27"E	41.29
L43	N53°19'33"E	54.48
L44	N36°40'02"W	43.86
L45	S50°37'25"W	30.07
L46	S78°12'12"E	72.86
L47	S38°47'06"E	54.08
L48	S51°12'54"W	46.31
L49	N51°12'54"E	46.31
L50	N38°47'06"W	7.72
L51	N38°47'06"W	46.36
L52	N51°12'37"E	65.00
L53	N38°47'06"W	65.00
L54	S51°12'37"W	65.00
L55	N38°47'06"W	18.64
L56	S61°55'14"W	44.34
L57	N36°05'19"W	46.24
L58	S53°44'16"W	69.09
L59	S36°05'19"E	46.24
L60	N53°44'16"E	69.09
L61	S76°37'34"E	43.96
L62	S78°31'37"E	62.00
L63	S11°28'23"W	56.00
L64	N78°31'37"W	62.00
L65	N11°28'23"E	56.00
L66	S64°55'13"E	49.05
L67	N18°09'17"E	83.97
L68	S81°26'06"W	57.12

I, Chris Mattila, do hereby certify that the work was undertaken by or reviewed and approved by me for this First Amended CIC Plat of COMMON INTEREST COMMUNITY NUMBER 5, BOWSTRING SHORES being located upon:

A tract of land in Lot 1, Section Eighteen (18), Township One Hundred Forty-seven (147) North, Range Twenty-five (25) West, more particularly described as follows; Beginning at the Section corner common to Section Seven (7), Eight (8), Seventeen (17) and Eighteen (18), thence in a Southwesterly direction to a point on the shore of Bowstring Lake on a line which would intersect a line connecting the meander corner between Section Seventeen (17), and Eighteen (18) and the meander corner between Section Seven (7) and Eighteen (18) at a point 400 feet Southeast of the meander corner between Section Seven (7) and Eighteen (18), thence along the shore of Bowstring Lake to the meander corner between Section Seven (7) and Eighteen (18), thence in an Easterly direction to the point of beginning. Which lies Easterly of a line described as follows; Commencing at the Northeast corner of said Section 18, thence along the North line of said Section 18 on an assigned bearing North 89 degrees 20 minutes 36 seconds West a distance of 1212.71 feet to the point of beginning of the line to be described; thence South 11 degrees 17 minutes 53 seconds West a distance of 57.62 feet; thence South 18 degrees 46 minutes 35 seconds West a distance of 60.81 feet; thence South 04 degrees 40 minutes 43 seconds East a distance of 94.84 feet; thence South 60 degrees 03 minutes 12 seconds West a distance of 130.26 feet to a point on a line bearing South 79 degrees 05 minutes 56 seconds West from the Northeast corner of said Section 18 and there terminating, Itasca County, Minnesota.

AND

Condominium No. 5, Bowstring Shores, a condominium, Itasca County, Minnesota, including all units, Units One through Sixteen (1-16) and Additional Units Seventeen through Twenty (17-20), and all common elements, being located upon: All that part of Government Lot One (1), Section Eighteen (18), Township One Hundred Forty-seven (147) North, Range Twenty-five (25), West of the Fifth Principal Meridian, described as follows; Beginning at the corner common to Sections Seven (7), Eight (8), Seventeen (17) and Eighteen (18) of said Township and Range; thence in a Southwesterly direction on a line which is assumed to bear South 59 degrees 50 minutes 34 seconds West and which would intersect a line connecting the meander corner between said Sections 17 and 18 and the meander corner between said Sections 7 and 18 at a point 900 feet Southeasterly of the meander corner between Sections 7 and 18 for a distance of 1244.02 feet, more or less, to the shore of Bowstring Lake; thence Northwesterly along said shore 500 feet more or less, to its intersection with a line drawn Southwesterly from the point of beginning through a point on a line connecting the meander corner between said Sections 17 and 18 and the meander corner between said Sections 7 and 18 at a point 400 feet Southeasterly of the meander corner between said Sections 7 and 18; thence North 80 degrees 30 minutes 09 seconds East, assumed bearing, on a line drawn to the point of beginning a distance of 1408.90 feet, more or less, to the point of beginning.

This CIC Plat fully and accurately depicts all information required by Minnesota Statutes, Section 515B.2-110(c), 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10

Dated this ______ day of ________________, 20___.

____
Chris Mattila, Land Surveyor
Minnesota License Number 51766

STATE OF MINNESOTA
COUNTY OF ITASCA

This instrument was acknowledged before me on __________ day of ___________________, 20_____.

____

Minnesota
____

Notary Public, _______________County,
My Commission Expires

ITASCA COUNTY AUDITOR/TREASURER:

Pursuant to Minnesota Statutes, Section 515B.1-116 (e) and Section 272.12, taxes payable in the year _______________ , on real estate hereinbefore described, have been paid; there are no delinquent taxes and transfer entered, on this _____________ day of ___________________________ , 2025 .

____
Austin Rohling, Auditor/Treasurer
Itasca County, Minnesota

ITASCA COUNTY SURVEYOR:

Pursuant to Minnesota Statutes, Section 389.09, Subd. 2. this Common Interest Community Plat has been reviewed and is approved this _____ day of ________________, 2025.

____
Guy Carlson, Surveyor
Itasca County, Minnesota

ITASCA COUNTY RECORDER:

This First Amendment to CIC Plat NO. 5 is part of the First Amendment to CIC NO. 5 Declaration recorded as Document Number _______________ on this _____ day of _______________, 2025.

____
Nicolle Zuehlke, County Recorder
Itasca County, Minnesota

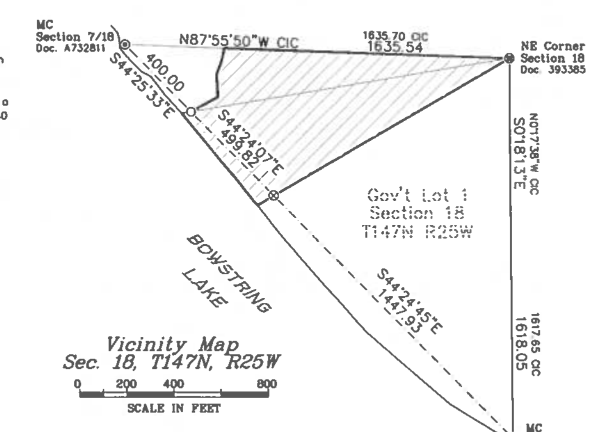
SURVEYOR'S NOTES:

Building dimensions can be found on Sheet 2 of 2.

Gravel roadways are of varying widths.

LEGEND

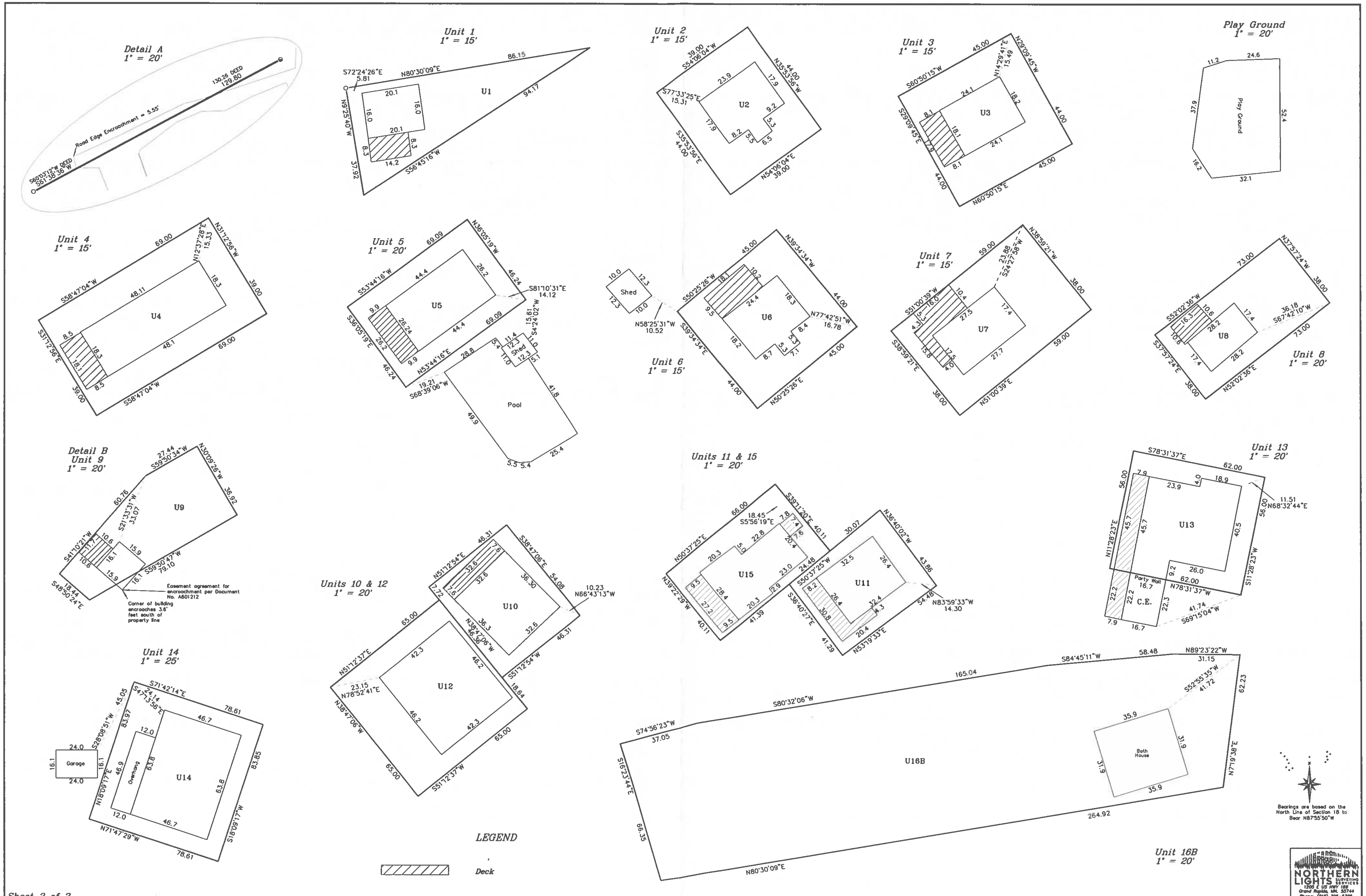
- Found Capped 5/8" Rebar, marked PLS #42656
- Found Brass Capped Monument
- Found Aluminum Capped Monument
- Found 3/4" Iron Pipe
- Found 1.5" Iron Pipe
- Found 5/8" Rebar
- Calculated Position
- Gravel
- Concrete



Vicinity Map
Sec. 18, T147N, R25W

SCALE IN FEET

NORTHERN LIGHTS SURVEYING SERVICES
1205 E US HWY 169
Grand Rapids, MN. 55744
Phone: (218) 326-5325



Detail A
1" = 20'
Road Edge Encroachment = 5.55'
130.26 DEED
129.80
S60°03'12"W DEED
S61°38'36"W
Unit 1
1" = 15'
U1
Unit 2
1" = 15'
U2
Unit 3
1" = 15'
U3
Play Ground
1" = 20'
Play Ground
Unit 4
1" = 15'
U4
Unit 5
1" = 20'
U5
Shed
Pool
Unit 6
1" = 15'
U6
Shed
Unit 7
1" = 15'
U7
Unit 8
1" = 20'
U8
Detail B
Unit 9
1" = 20'
U9
Easement agreement for encroachment per Document No. A601212
Corner of building encroaches 3.6' feet south of property line
Units 10 & 12
1" = 20'
U10
U12
Units 11 & 15
1" = 20'
U11
U15
Unit 13
1" = 20'
U13
Party Wall
C.E.
Unit 14
1" = 25'
U14
Garage
Overhang
U16B
Bath House
Unit 16B
1" = 20'
Bearings are based on the North Line of Section 18 to Bear N87°55'50"W
LEGEND
Deck
NORTHERN LIGHTS SURVEYING SERVICES
1205 E US HWY 169
Grand Rapids, MN. 55744
Phone: (218) 326-3325
grandrapids@nlsurvey.com
Sheet 2 of 2

Applicant: Jolly Otter Properties, LLC
Property Address: 49231 County Rd 173, Deer River, MN 56636
Parcel ID: 09-018-1117

Current Zoning District: Rural Residential **Proposed Zoning District:** Recreational Commercial

GUIDELINES TO AMEND ZONING:
Amendments to the Zoning Map shall be recommended for approval to the County Board upon finding by the Planning Commission that all of the following conditions exist:

1. The proposed zoning does not substantially conflict with the Itasca County Comprehensive Land Use Plan. **Justify your answer in detail:** It encourages the sound developme[nt] of recreational industry.

2. The proposed zoning shall not be spot zoning, which is zoning that discriminates in favor of one lot or parcel out of context with surrounding lots or parcels. **Justify your answer in detail:**
There is farm Residential zoning to the north of this parcel and recreational commercial zoning to the south

3. The original zoning was inconsistent with the Comprehensive Land Use Plan; or an error was made in the Comprehensive Land Use Plan, which should now be corrected along with the zoning district; or substantial changes have occurred in the community, which should result in the Comprehensive Land Use Plan and the zoning being amended. **Justify your answer in detail:**
On 10/12/11 CUP 110708 was approved on this parcel for a resort expansion to add 13 seasonal campsites (to the existing resort on adjcent Parcel 09-440-0110) Since the existing resort will be losing its resort status it must be rezoned to Recreational commercial to allow campground to contin[ue]

4. A clear public need for and benefit from the proposed rezoning shall exist beyond any benefit or convenience to the landowner. **Justify your answer in detail:**
Resorts / campgrounds are needed and encouraged.
~~Res~~ The landuse will not change.

Recommendation to County Board: ☑ Approval ☐ Rejection

Lisa Maasch
Planning Commission Signature

9-10-25
Date

Applicant: Jolly Otter Properties, LLC
Property Address: 49231 County Rd 173, Deer River, MN 56636
Parcel ID: 09-018-1117

Current Zoning District: Rural Residential **Proposed Zoning District:** Recreational Commercial

GUIDELINES TO AMEND ZONING:
Amendments to the Zoning Map shall be recommended for approval to the County Board upon finding by the Planning Commission that all of the following conditions exist:

1. The proposed zoning does not substantially conflict with the Itasca County Comprehensive Land Use Plan. **Justify your answer in detail:** Does Not. Continuation of Existing businesses is Encouraged

2. The proposed zoning shall not be spot zoning, which is zoning that discriminates in favor of one lot or parcel out of context with surrounding lots or parcels. **Justify your answer in detail:**

   This Parcel is adjacent to a Parcel Zoned Commercial/ Recreational

3. The original zoning was inconsistent with the Comprehensive Land Use Plan; or an error was made in the Comprehensive Land Use Plan, which should now be corrected along with the zoning district; or substantial changes have occurred in the community, which should result in the Comprehensive Land Use Plan and the zoning being amended. **Justify your answer in detail:**

   New situation with the resort makes the rezone necessary

4. A clear public need for and benefit from the proposed rezoning shall exist beyond any benefit or convenience to the landowner. **Justify your answer in detail:** Maintains an Existing business

Recommendation to County Board: ☒ Approval ☐ Rejection

Planning Commission Signature

Date

Applicant: Jolly Otter Properties, LLC
Property Address: 49231 County Rd 173, Deer River, MN 56636
Parcel ID: 09-018-1117

Current Zoning District: Rural Residential **Proposed Zoning District:** Recreational Commercial

GUIDELINES TO AMEND ZONING:
Amendments to the Zoning Map shall be recommended for approval to the County Board upon finding by the Planning Commission that all of the following conditions exist:

1. The proposed zoning does not substantially conflict with the Itasca County Comprehensive Land Use Plan. **Justify your answer in detail:** Does not conflict Recreational Comercial parcel adjacent

2. The proposed zoning shall not be spot zoning, which is zoning that discriminates in favor of one lot or parcel out of context with surrounding lots or parcels. **Justify your answer in detail:** Just up dating the parcels. zoning

3. The original zoning was inconsistent with the Comprehensive Land Use Plan; or an error was made in the Comprehensive Land Use Plan, which should now be corrected along with the zoning district; or substantial changes have occurred in the community, which should result in the Comprehensive Land Use Plan and the zoning being amended. **Justify your answer in detail:** updating the zoning that was missed several years ago.

4. A clear public need for and benefit from the proposed rezoning shall exist beyond any benefit or convenience to the landowner. **Justify your answer in detail:** no change in Parcel use, just up dating the zoning from Rural Residential to Recreation commercial

Recommendation to County Board: ☒ Approval ☐ Rejection

David G. Bath
Planning Commission Signature

9/10/2025
Date

Owner: Jolly Otter Properties, LLC

*** FOR COUNTY BOARD USE ***

Property Address: 49231 County Rd. 173, Deer River, MN 56636

Parcel ID: 09-018-1117

Current Zoning District: Rural Residential **Proposed Zoning District:** Recreational Commercial

GUIDELINES TO AMEND ZONING:

Amendments to the Zoning Map shall be recommended for approval to the County Board upon finding by the Planning Commission that all of the following conditions exist:

1. The proposed zoning does not substantially conflict with the Itasca County Comprehensive Land Use Plan. **Justify your answer in detail:**

2. The proposed zoning shall not be spot zoning, which is zoning that discriminates in favor of one lot or parcel out of context with surrounding lots or parcels. **Justify your answer in detail:**

3. The original zoning was inconsistent with the Comprehensive Land Use Plan; or an error was made in the Comprehensive Land Use Plan, which should now be corrected along with the zoning district; or substantial changes have occurred in the community, which should result in the Comprehensive Land Use Plan and the zoning being amended. **Justify your answer in detail:**

4. A clear public need for and benefit from the proposed rezoning shall exist beyond any benefit or convenience to the landowner. **Justify your answer in detail:**

Recommendation to County Board: ☐ Approval ☐ Rejection

____________________________________ _______________

Planning Commission Signature Date

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

Tuesday, September 16, 2025

REQUEST FOR BOARD ACTION: RBA-2025-562

DEPARTMENT: Environmental Services **TIME REQUESTED:** 5 Minutes
PRESENTER: Katie Benes

AGENDA ITEM:
Public Hearing Re: Rezone Application Submitted by the PCBA

BOARD ACTION REQUESTED:
Hold a Public Hearing Re: Rezone Application Submitted by the PCBA and adopt the Resolution Re: Application Initiated by the Planning Commission to Rezone Properties from Public to Farm Residential Located at 19-012-2210 and 19-012-2211

BACKGROUND:
At the regular Planning Commission meeting on Wednesday, September 10, 2025 - it was motioned to recommend approval of the rezone application initiated by the PCBA for rezone from Public to Farm Residential as set forth in the attached record (application and findings of fact).

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. FAFO.Wunderlich Rezone Packet

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Larry Hopkins
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, September 16, 2025

RESOLUTION 2025-34

RE: APPLICATION INITIATED BY THE PLANNING COMMISSION TO REZONE PROPERTIES FROM PUBLIC TO FARM RESIDENTIAL LOCATED AT 19-012-2210 AND 19-012-2211

WHEREAS, the ordinance may be amended whenever the public health, safety, convenience, and general welfare would best be served by such amendments, in accord with the Itasca County Comprehensive Land Use Plan "CLUP" by the procedures set forth in Article 20; and

WHEREAS, as per Section 20.3, an amendment to the Zoning Map may be initiated by the County Board, Planning Commission/Board of Adjustment, or by the property owner of record upon the completion and filing of a map amendment (rezone) application with the Environmental Services Department.

WHEREAS, on 8/22/2025, the Planning Commission initiated the rezone process from Public to Farm Residential on Parcels 19-012-2210 and 19-012-2211; and

WHEREAS, Harris Township sold the parcels (which were zoned Public), and they are now privately owned, and the zoning has not been updated; Parcel 19-012-2210 (owned by FAFO, LLC) is vacant and 19-012-2211 (owned by Jacob Wunderlich) is residentially developed; and

WHEREAS, the parcels are adjacent to Public Zoning and Farm Residential Zoning; and

WHEREAS, Per Section 6.1, the purposes of the Farm Residential Zoning District are to implement the following goals, including those contained in the Itasca County Comprehensive Land Use Plan: To protect and promote the continuation of rural living, farming, and forestry in areas of Itasca County that have historically contained these uses and, therefore, have developed compatible residential patterns and transportation infrastructure; To permit primarily agriculture and forestry land uses and activities; To separate agricultural and forestry land uses and activities from incompatible residential, commercial, industrial development, and public facilities; To achieve the goals of growth management, natural resource protection, and economic diversity as stated in the Itasca County Comprehensive Land Use Plan; To maintain agricultural and forest land in sufficient size tracts for economic operations; and

WHEREAS, on 9/10/2025, the Planning Commission voted unanimously to approve the Rezone Application pursuant to Section 18.2.4 of the Itasca County Zoning Ordinance, and forwarded their recommendation for approval in the Findings of Fact dated 9/10/2025 for approval to the County Board in writing and within 30 days of the close of their hearing; and

WHEREAS, Section 20.3.4, a rezone or amendment to the Zoning Map may only be recommended for approval to the County Board, upon finding by the Planning Commission that all the following exist: the proposed zoning does not substantially conflict with the CLUP; the proposed zoning shall not be spot zoning; that is zoning that discriminates in favor of one lot or parcel out of context with surrounding lots or parcels; the original zoning was inconsistent with the CLUP; or an error was made in the CLUP which should now be corrected along with the zoning; or substantial changes have occurred in the community which should result in the CLUP and the zoning being amended; and a clear public need for and benefit from the proposed rezoning shall exist beyond any benefit or convenience to the landowner; and

WHEREAS, the rezone from Public to Farm Residential was recommended for approval to the County Board because:
1. The proposed zoning does not substantially conflict with the Itasca County Comprehensive Land Use Plan (CLUP)—since the property was sold by Harris Township and is no longer publicly owned the zoning needs to be updated;
2. The proposed zoning is not spot zoning, which is zoning that discriminates in favor of one lot or parcel out of context with surrounding lots or parcels—this is an update only since the parcels are no longer publicly owned; parcels are adjacent to other parcels zoned Farm Residential;
3. The original zoning was inconsistent with the Comprehensive Land Use Plan; or an error was made in the Comprehensive Land Use Plan, which should now be corrected along with the zoning district; or substantial changes have occurred in the community, which should result in the Comprehensive Land Use Plan and the zoning being amended—these parcels were sold to private parties by Harris Township and are no longer publicly owned; rezone will allow further use for new owners; and
4. A clear public need for and benefit from the proposed rezoning shall exist beyond any benefit or convenience to the landowner—it will update zoning since the parcels are no longer publicly owned; adjacent parcels are zoned Farm Residential; and rezone will allow a new business and residence on the parcels.

WHEREAS, the County Board conducted their public hearing on Tuesday, 9/16/2025, at 2:30 p.m. in the Itasca County Courthouse, 123 NE 4th Street, Grand Rapids, MN. Notice of the public hearing was published in the Grand Rapids Herald Review on 8/27/2025 and the Scenic Range News Forum on 9/4/2025; and

WHEREAS, the County Board members utilized their independent judgment, reviewed the Planning Commission's recommendation for approval and used a criteria sheet to determine approval of the rezone application at the public hearing.

NOW THEREFORE BE IT RESOLVED that the County Board of Commissioners hereby enacts, ordains and adopts the zoning map amendments recommended by the Planning Commission that accompanies this resolution.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Cory Smith
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 September 16, 2025 and that the same is a true and correct copy of the whole thereof.

Administrator

DATE 8/11/2025 PHONE # ______ PERMIT # ______

ITASCA COUNTY APPLICATION TO AMEND ZONING MAP/REZONE

APPLICANT/ADDRESS Owners: FAFO, LLC, 28859 Harris Town Rd., Grand Rapids, MN 55744
Jacob Wunderlich, 21251 River Rd., Grand Rapids, MN 55744

AGENT/ADDRESS Planning Commission

PROPERTY ADDRESS Same

PROPERTY DESCRIPTION/PARCEL # Part of NW NW, Section 12, Harris Township 54-25
Parcels #19-012-2210, 19-012-2211

LAKE NAME/CLASS N/A EX. USE Vacant/Residential

ZONING DISTRICT [EXISTING] Public

ZONING DISTRICT [PROPOSED] Farm Residential

Reason for Proposed Amendment or Zone Change Harris Township sold the above parcels (which are zoned Public) and they are now privately owned. A rezone is appropriate and in accord with' the Itasca County Comprehensive Land Use Plan

Attach to this form a map showing property location, all properties within 300', dimensions of existing and proposed buildings, all streets and roads, North direction and any other information pertinent to this request.

SITE INSPECTION: A site inspection shall be made by the Board and the applicant acknowledges that no one can be prohibited from coming onto the property N/A Yes. The applicant chooses a site inspection by staff N/A Yes.

SIGNATURE/DATE: Initiated by the Planning Commission

On N/A, the Zoning Office received the completed application, accompanying information and the fee is paid in full

PERMIT APPROVAL: In accordance with MS#15.99, Itasca County must approve or deny the variance application within 60 days of submission of the completed application/fee. If said application is denied, the reason/s must be stated in writing at the time of denial. This time line may be extended by Itasca County for another 60 days provided the applicant/s receive written notice with reasons for the extension. The extension may not exceed 60 days unless approved by the applicant. The 60 days will end on: ______.

On ______ Planning Commission/BoA authorized an extension for the following reasons with an expiration date of: ______

Authorizing Signature and Date: ______

On ______ the applicants hereby waive the time frame requirements set forth in MS#15.99:

______ Witness: ______

Signatures

RECOMMENDATION

TOWN BOARD OF ________________ APPROVAL CHAIR________________________________

OR AMEMD DATE______________

UNORGANIZED TOWNSHIP REJECTION COMMISSIONER______________________

REASONS:____

Amendments to the Zoning Map/Rezone shall be recommended for approval to the County Board upon finding by the Planning Commission that all of the following conditions exist:

1. The proposed zoning does not substantially conflict with the Itasca County Comprehensive Plan.
2. The proposed zoning shall not be spot zoning, which is zoning to discriminate in favor of one lot or parcel out of context with surrounding lots or parcels.
3. The original zoning was inconsistent with the comprehensive or land use plan; or an error was made in th comprehensive or land use plan which should be corrected along with the zoning; or substantial changes have occurred in the community since the adoption of the comprehensive or land use plan, which should result in the plan/s and the zoning being amended.
4. A clear public need for and benefit from the proposed rezoning shall exist beyond any benefit or convenience to the land owner.

RECOMMENDATION:

On 9/10/2025 the Planning Commission/Board of Adjustment, unanimously/ majority vote recommends, to the County Board of Commissioners, APPROVAL AMENDMENT REJECTION of the map amendment/rezone submitted by the PCBA for rezone from Public to Farm Residential

Mike B. Ollamy 9-10-25
Chairperson – Itasca County Planning Commission/Board of Adjustment

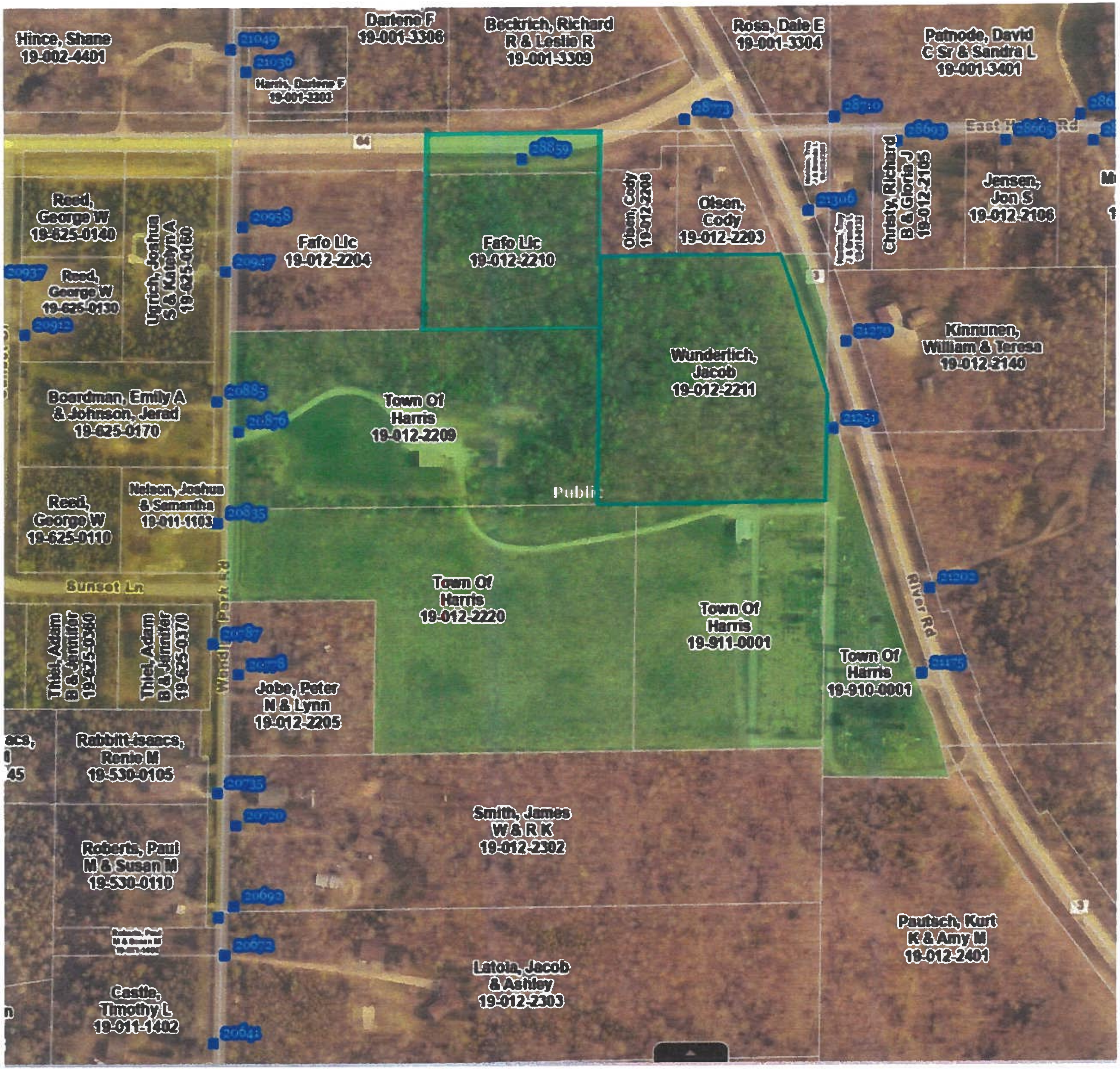
On________________ the County Board of Commissioners unanimously/ majority vote recommends APPROVAL AMENDMENT REJECTION of the map amendment/rezone submitted by____

____
Chairperson – Itasca County Board of Commissioners

Approval includes the findings of fact and compliance with all County, State and Federal Rules, Regulations and Statutes as required by law.

In accordance with Section 18.4 of the Zoning Ordinance , all decisions by the County Board shall be final. Judicial review of these decisions by injunction, mandamus, declaratory judgment or other remedy shall be in the manner prescribed by law.

Amendment/Rezone Application for:


Hince, Shane
19-002-4401
Darlene F
19-001-3306
Beckrich, Richard
R & Leslie R
19-001-3309
Rosa, Dale E
19-001-3304
Patnode, David
C Sr & Sandra L
19-001-3401
Harris, Darlene F
19-001-3303
East H Rd
Reed,
George W
19-625-0140
Ugrich, Joshua
S & Katelyn A
19-625-0160
Reed,
George W
19-625-0130
Fafo Llc
19-012-2204
Fafo Llc
19-012-2210
Olsen, Cody
19-012-2208
Olsen,
Cody
19-012-2203
Christy, Richard
B & Gloria J
19-012-2105
Jensen,
Jon S
19-012-2106
Kinnunen,
William & Teresa
19-012-2140
Wunderlich,
Jacob
19-012-2211
Boardman, Emily A
& Johnson, Jerad
19-625-0170
Town Of
Harris
19-012-2209
Public
Reed,
George W
19-625-0110
Nelson, Joshua
& Samantha
19-011-1103
Sunset Ln
Town Of
Harris
19-012-2220
Town Of
Harris
19-911-0001
Town Of
Harris
19-910-0001
River Rd
Thiel, Adam
B & Jennifer
19-625-0360
Thiel, Adam
B & Jennifer
19-625-0370
Jobe, Peter
N & Lynn
19-012-2205
Rabbitt-isaacs,
Renie M
19-530-0105
Smith, James
W & R K
19-012-2302
Roberts, Paul
M & Susan M
19-530-0110
Pautsch, Kurt
K & Amy M
19-012-2401
Latola, Jacob
& Ashley
19-012-2303
Castle,
Timothy L
19-011-1402

C:PCBA

STATE OF MINNESOTA
COUNTY OF ITASCA

PLANNING COMMISSION/BOARD OF ADJUSTMENT
REGULAR DIVISION

In Re:

FINDINGS OF FACT, CONCLUSIONS OF LAW, RESOLUTION AND ORDER

Rezone application for: FAFO, LLC, 28859 Harris Town Rd., Grand Rapids, MN 55744
Jacob Wunderlich, 21251 River Rd., Grand Rapids, MN 55744

Agent: Itasca County Planning Commission/Board of Adjustment

Property Location/Address: 28859 Harris Town Rd., Grand Rapids, MN 55744
21251 River Rd., Grand Rapids, MN 55744

The rezone application, from Public to Farm Residential on the above parcels came before the Planning Commission/Board of Adjustment at their regular meeting on 9/10/2025 and present were Board Members Bellomy, Butterfield, Maasch; Environmental Services Director Katie Benes and Peggy Clayton. Upon the records, files and proceedings herein, the Board makes the following:

FINDINGS OF FACT

1. The parcels are:
   a. Approximately 2.9 acres in area (19-012-2210) and 5.70 acres in area (19-012-2211);
   b. Zoned Public;
   c. Non-shoreland
   d. Border Harris Town Road/Class B Highway (19-012-2210); and River Road/Class B Highway (19-012-2211);
   e. Located in Harris Township T54 R25, Commissioner District #4 and

2. On 8/11/2025, the Planning Commission initiated the rezone process on the above parcels (zoned Public) since they were previously owned by Harris Township and were recently sold into private ownership, but the zoning was not updated.

3. As per Section 20.3, An amendment to the Zoning Map may be initiated by the County Board, Planning Commission/Board of Adjustment, or by the property owner of record upon the completion and filing of a map amendment (rezone) application with the Environmental Services Department.

4. The parcels border Public Zoning and Farm Residential Zoning.

5. As per Section 20.3.4, a Rezone or Amendment to the Zoning Map may only be recommended for approval, to the County Board, upon finding by the Planning Commission/BoA that all of the following exist:
   A. The proposed zoning does not substantially conflict with the Itasca County Comprehensive Plan.
   B. The proposed zoning shall not be spot zoning; that is zoning that discriminates in favor of one lot or parcel out of context with surrounding lots or parcels.
   C. The original zoning was inconsistent with the comprehensive plan; or an error was made in the comprehensive plan which should now be corrected along with the zoning; or substantial changes have occurred in the community which should result in the comprehensive plan and the zoning being amended.
   D. A clear public need for and benefit from the proposed rezoning shall exist beyond any benefit or convenience to the landowner.

6. Per Section 11.1, below, the purpose of the Public Land Zoning District is:
   Section 11.1 Purpose
   The purpose of the Public Land Zoning District is to recognize the unique ownership, control, and use characteristics of land owned by government agencies in Itasca County.

7. Per Section 6.1, the purposes of the Farm Residential Zoning District are to implement the following goals, including those contained in the Itasca County Comprehensive Land Use Plan:
   6.1.1 To protect and promote the continuation of rural living, farming, and forestry in areas of Itasca County that have historically contained these uses and, therefore, have developed compatible residential patterns and transportation infrastructure;
   6.1.2 To permit primarily agriculture and forestry land uses and activities;
   6.1.3 To separate agricultural and forestry land uses and activities from incompatible residential, commercial, industrial development, and public facilities;
   6.1.4 To achieve the goals of growth management, natural resource protection, and economic diversity as stated in the Itasca County Comprehensive Land Use Plan; and
   6.1.5 To maintain agricultural and forest land in sufficient size tracts for economic operations.

8. Notice of the Planning Commission/BoA 9/8/2025 site inspection and 9/10/2025 public hearing was published in the 8/27/2025 issue of the *Grand Rapids Herald Review* and the 8/28/2025 issue of the *Scenic Range News Forum.* Notice of the 9/16/2025 County Board public hearing will be published in the 8/27/2025 issue of the *Grand Rapids Herald Review* and 9/4/2025 issue of the *Scenic Range News Forum.*

9. As required in Article 18, notice of the 9/10/2025 Planning Commission/BoA hearing and the 9/16/2025 County Board hearing was sent to applicants, property owners within 1/2 mile of the affected properties, all Itasca County towns and municipalities, Harris Township Clerk and ICOLA for their information and comment.

10. No recommendation has been received from Harris Township.

11. The site was viewed by the PC/BoA on 9/8/2025.

12. In accordance with Section 20.3.1, the Planning Commission/BoA shall conduct at least one public hearing on all property zoning map amendments and report [their recommendation] to the County Board in writing within 30 days of the close of the hearing/s.

13. The County Board will conduct their public hearing on Tuesday, 9/16/2025, at 2:30 p.m. in the County Board Room of the Courthouse.

14. Per Section 20.3.2, upon the filing of a report by the Planning Commission/BoA or upon expiration of the 30-day period, the County Board may by resolution adopt the amendment or any portion thereof as it deems advisable.

15. The record consists of:

    PCBA 01- Rezone application (2 pgs.);
    PCBA 02- Zoning map (2 pgs.);
    PCBA 03- Notice dated 8/22/2025 to property owner;
    PCBA 04- Notice dated 8/22/2025 to Harris Township Clerk;

PCBA 05- Notice dated 8/22/2025 to property owners, affected property owners, etc. and map, list of affected property owners (10 pgs.);
PCBA 06- Staff report dated 9/5/2025 (2 pgs.);
PCBA 07- Guidelines to Amend Zoning forms completed by members (3 pgs.).

CONCLUSIONS OF LAW

The rezone from Public to Farm Residential is recommended for approval to the County Board because:

1. The proposed zoning does not substantially conflict with the Itasca County Comprehensive Land Use Plan (CLUP)—since the property was sold by Harris Township and is no longer publicly owned the zoning needs to be updated;
2. The proposed zoning is not spot zoning, which is zoning that discriminates in favor of one lot or parcel out of context with surrounding lots or parcels—this is an update only since the parcels are no longer publicly owned; parcels are adjacent to other parcels zoned Farm Residential;
3. The original zoning was inconsistent with the Comprehensive Land Use Plan; or an error was made in the Comprehensive Land Use Plan, which should now be corrected along with the zoning district; or substantial changes have occurred in the community, which should result in the Comprehensive Land Use Plan and the zoning being amended—these parcels were sold to private parties by Harris Township and are no longer publicly owned; rezone will allow further use for new owners; and
4. A clear public need for and benefit from the proposed rezoning shall exist beyond any benefit or convenience to the landowner—it will update zoning since the parcels are no longer publicly owned; adjacent parcels are zoned Farm Residential; and rezone will allow a new business and residence on the parcels.

RESOLUTION

Now therefore, Butterfield/Maasch motioned to recommend (to the County Board) approval of the rezones for Parcels #19-012-2210 and 19-012-2211 for rezone from Public to Farm Residential as set forth in the 9/5/2025 staff report. Motion carried unanimously.

Mike Bellomy — 9-10-25

Mike Bellomy, Chairperson — Date

ATTEST:

Katie Benes — 9/11/25

Katie Benes, Environmental Services Director — Date

Excerpt from 9/10/2025 PCBA minutes:

FAFO, LLC and Jacob Wunderlich/Rezone—(Part of NW NW, Section 12, Harris Township 54-25, Parcels #19-012-2210, 19-012-2211) — This rezone was initiated by the Planning Commission since the parcels were previously owned by Harris Township and zoned Public, then sold and are now privately owned by FAFO, LLC and Jacob Wunderlich. The proposed rezone would be from Public to Farm Residential. An aerial photo of the properties was viewed on the overhead screen. The County periodically updates the zoning map to make corrections which has not been done recently. Peggy Clayton, with Harris Township, was present and commented that Harris Township was unaware that they should rezone the property when sold. Chair Bellomy closed the meeting to public input.

***Motion*:** **Butterfield/Maasch to recommend (to the County Board) approval of the rezones for Parcels #19-012-2210 and 19-012-2211 for rezone from Public to Farm Residential as set forth in the 9/5/2025 staff report. Motion carried unanimously.**

Owner: FAFO, LLC & Jacob Wunderlich
Property Address: 28859 Harris Town Rd & 21251 River Rd, Grand Rapids
Parcel ID: 19-012-2210 & 19-012-2211

Current Zoning District: Public **Proposed Zoning District:** Farm Residential

GUIDELINES TO AMEND ZONING:
Amendments to the Zoning Map shall be recommended for approval to the County Board upon finding by the Planning Commission that all of the following conditions exist:

1. The proposed zoning does not substantially conflict with the Itasca County Comprehensive Land Use Plan. **Justify your answer in detail:** up date zoning due to a new owner. from Public to Farm Residental

2. The proposed zoning shall not be spot zoning, which is zoning that discriminates in favor of one lot or parcel out of context with surrounding lots or parcels. **Justify your answer in detail:** up date only, no spot zoning

3. The original zoning was inconsistent with the Comprehensive Land Use Plan; or an error was made in the Comprehensive Land Use Plan, which should now be corrected along with the zoning district; or substantial changes have occurred in the community, which should result in the Comprehensive Land Use Plan and the zoning being amended. **Justify your answer in detail:** Was changed to public when Harris twnshp. purchased. Now new owners, & zoning must be changed to Farm Residental to allow further use by new owners

4. A clear public need for and benefit from the proposed rezoning shall exist beyond any benefit or convenience to the landowner. **Justify your answer in detail:** up dating zoning, will allow new business & legal home on parcel

Recommendation to County Board: [X] Approval [ ] Rejection

David D. Butterfield
Planning Commission Signature

8/10/25
Date

Owner: FAFO, LLC & Jacob Wunderlich
Property Address: 28859 Harris Town Rd & 21251 River Rd, Grand Rapids
Parcel ID: 19-012-2210 & 19-012-2211

Current Zoning District: Public **Proposed Zoning District:** Farm Residential

GUIDELINES TO AMEND ZONING:
Amendments to the Zoning Map shall be recommended for approval to the County Board upon finding by the Planning Commission that all of the following conditions exist:

1. The proposed zoning does not substantially conflict with the Itasca County Comprehensive Land Use Plan. **Justify your answer in detail:** It does not, this is a text amendment to change from public to farm residential since it not publically owned anymore

2. The proposed zoning shall not be spot zoning, which is zoning that discriminates in favor of one lot or parcel out of context with surrounding lots or parcels. **Justify your answer in detail:**
   same as #1

3. The original zoning was inconsistent with the Comprehensive Land Use Plan; or an error was made in the Comprehensive Land Use Plan, which should now be corrected along with the zoning district; or substantial changes have occurred in the community, which should result in the Comprehensive Land Use Plan and the zoning being amended. **Justify your answer in detail:**
   Should be changed since no longer publically owned.

4. A clear public need for and benefit from the proposed rezoning shall exist beyond any benefit or convenience to the landowner. **Justify your answer in detail:**
   again, should be changed due to change that it is not public and surrounding properties are farm residential.

Recommendation to County Board: ☑ Approval ☐ Rejection

Lisa Maasch
Planning Commission Signature

9-10-25
Date

Owner: FAFO, LLC & Jacob Wunderlich
Property Address: 28859 Harris Town Rd & 21251 River Rd, Grand Rapids
Parcel ID: 19-012-2210 & 19-012-2211

Current Zoning District: Public **Proposed Zoning District:** Farm Residential

GUIDELINES TO AMEND ZONING:
Amendments to the Zoning Map shall be recommended for approval to the County Board upon finding by the Planning Commission that all of the following conditions exist:

1. The proposed zoning does not substantially conflict with the Itasca County Comprehensive Land Use Plan. **Justify your answer in detail:** These Properties were sold by Harris Township, There Fore can no longer be Zoned Public

2. The proposed zoning shall not be spot zoning, which is zoning that discriminates in favor of one lot or parcel out of context with surrounding lots or parcels. **Justify your answer in detail:** Properties are adjacent to other Properties zoned Farm residential

3. The original zoning was inconsistent with the Comprehensive Land Use Plan; or an error was made in the Comprehensive Land Use Plan, which should now be corrected along with the zoning district; or substantial changes have occurred in the community, which should result in the Comprehensive Land Use Plan and the zoning being amended. **Justify your answer in detail:** These Properties were sold to private parties by Harris Township.

4. A clear public need for and benefit from the proposed rezoning shall exist beyond any benefit or convenience to the landowner. **Justify your answer in detail:** Updating the Zoning Map is a necessity

Recommendation to County Board: ☒ Approval ☐ Rejection

[signature]
Planning Commission Signature

9-10-25
Date

Owner: FAFO, LLC & Jacob Wunderlich

*** FOR COUNTY BOARD USE ***

Property Address: 28859 Harris Town Rd & 21251 River Rd, Grand Rapids

Parcel ID: 19-012-2210 & 19-012-2211

Current Zoning District: Public

Proposed Zoning District: Farm Residential

GUIDELINES TO AMEND ZONING:

Amendments to the Zoning Map shall be recommended for approval to the County Board upon finding by the Planning Commission that all of the following conditions exist:

1. The proposed zoning does not substantially conflict with the Itasca County Comprehensive Land Use Plan. **Justify your answer in detail:**

2. The proposed zoning shall not be spot zoning, which is zoning that discriminates in favor of one lot or parcel out of context with surrounding lots or parcels. **Justify your answer in detail:**

3. The original zoning was inconsistent with the Comprehensive Land Use Plan; or an error was made in the Comprehensive Land Use Plan, which should now be corrected along with the zoning district; or substantial changes have occurred in the community, which should result in the Comprehensive Land Use Plan and the zoning being amended. **Justify your answer in detail:**

4. A clear public need for and benefit from the proposed rezoning shall exist beyond any benefit or convenience to the landowner. **Justify your answer in detail:**

Recommendation to County Board: ☐ Approval ☐ Rejection

____ __________________

Planning Commission Signature Date

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

Tuesday, September 16, 2025

REQUEST FOR BOARD ACTION: RBA-2025-559

DEPARTMENT: Attorney **TIME REQUESTED:** 10 Minutes
PRESENTER: Jacob Fauchald

AGENDA ITEM:
Request for Authorization to sign agreement with Diversion Solutions, LLC for the implementation of an adult criminal diversion program for Itasca County

BOARD ACTION REQUESTED:
Approve and authorize Itasca County Attorney to sign the Diversion Solutions Scale Diversion Program Contract for the County of Itasca and the Driving Diversion Program Services Agreement for the County of Itasca

BACKGROUND:
Diversion Solutions, LLC is a reputable organization which provides adult criminal diversion services to several counties throughout the state. The Itasca County Attorney's Office wishes to contract with this organization to facilitate a diversion program as an alternative option to criminal prosecution, including participation in their driving diversion program. Such programs can provide an incentive to change behavior, reduce recidivism in offenders, and reduce prosecution costs and time. These services will be provided at no cost to the County and will instead be funded by participation fees paid by the offenders themselves.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. SCALE Itasca Executed Agreement
2. DDP Itasca Executed Agreement

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

DIVERSION SOLUTIONS SCALE DIVERSION PROGRAM CONTRACT FOR THE COUNTY OF ITASCA

Contractual Contract - This Agreement is made and entered into this 14th day of August, 2025, by and between the County of Itasca, State of Minnesota, by and through its County Attorney's Office, ("Itasca") and Diversion Solutions, LLC, of 8053 Industrial Park Rd, Baxter, Minnesota 56425.

1. ***Purpose*** – The purpose of this contract shall be to implement a Diversion Program. The goals of this Diversion Program are to provide an alternative to criminal prosecution as an incentive to change behavior and thus reduce recidivism, while at the same time reducing court related costs. Diversion provides an alternative to incarceration and criminal conviction for eligible criminal offenders. The prosecutor responsible for prosecuting the offense makes the decision to divert an offender. Successful completion of the post-charge diversion program will result in dismissal of the criminal charges. Successful completion of pre-charge diversion program will result in the offender receiving no formal charges.

3. ***Contract Terms*** - This Agreement shall be in force until either party exercises the termination clause provided in Section 10.

4. ***Definitions:***

   A. ***Participant*** – the individual who has enrolled voluntarily or has been ordered by the prosecuting attorney to complete the program. Participant shall have a signed "program agreement" specifying the terms and conditions to be followed including length of term to be followed.

   B. ***Restitution Recovery*** – fines, reinstatement, supervision fees, victim, court fees, prosecution costs.

   C. ***Fees*** – The fees associated with the Program as part of Participants requirement(s).

5. ***County Duties*** – The following is needed for the implementation of the Program:

   A. Designated staff from the County Attorney's Office (hereinafter collectively referred to as "Designees") will assist Diversion Solutions in organizing and implementing the program with courts and attorneys.

   B. Designees will conduct, as needed, meetings with key Diversion Solutions staff to offer procedural guidance, evaluate program performance, and provide support and direction.

   C. The County Attorney's Office shall implement internal diversion policies to facilitate the purpose of this agreement and its obligations herein.

6. ***Diversion Solutions Duties*** - Diversion Solutions will provide the following administrative services in a timely and efficient manner:

   A. Perform daily operations and management of all clerical and accounting functions related to the individual Participant file.
   B. Follow through with respect to the collection and disbursement of restitution of fines, administrative fees, and Diversion Solutions fees.
   C. Monitor that the chemical dependency and/or mental health assessments, classes, other assessments, community service, UA's and all other requirements have been completed prior to the completion of the program.

D. Provide necessary correspondence and follow-up telephone inquiries to Participants.
E. Properly maintain all physical files, financial records, documentation, reports, computer files, etc. for a period of no more than six (6) years.
F Schedule all classes and notify Participant of class dates and time.
G. Maintain records of eligible Participants, payment of fees, and records of attendance of Participants completing, as well as not completing.
H. Provide reports to the County Attorney's Office as needed or when requested.
I. Report the final disposition of the Participant to the Attorney within 30 days

7. ***Program Operational Fees-***

A. The Fees charged to participants will be as follows:

1)Post-charge $125.00 supervision/monitoring for 12 months monitoring
2)Pre-charge Felony $400.00 supervision/monitoring for 24 months
3)Pre-charge GMD/MSD $150.00 supervision/monitoring for 12 months
4)Prosecution or administrative fees when applicable
5) Educational class/classes (fee varies see attachment A)
6) Costs related to random urine analysis, mental health assessments, chemical health assessments, other assessments and treatment (insurance will be billed when applicable)
7) Costs for additional programming as outlined in Attachment A

8. ***County has no Financial Liability*** - It is understood and agreed by and between the parties that Diversion Solutions will bear all financial liability for all aspects of its operations under this contract.

9. ***Termination of this Contract***-This contract may be immediately terminated by the County at any time if the County determines that Diversion Solutions is acting,or has acted at any time during the term of this contract, in violation of state or federal law.

10. ***Amendments or Material Modifications*** - All amendments or modifications to this contract must be in writing and approved by both parties.

12. ***No County Obligation*** – Diversion Solutions and Participants who participate in this program fully understand that the Program is a public service, and the County of Itasca is held harmless and has no liability to make recovery or obligation to take criminal action against Participant(s).

14. ***Hold Harmless and Indemnification:***

A. Diversion Solutions shall save and protect, hold harmless, indemnify and defend the County, its officers and employees against any and all claims, causes of action, suits, liabilities, losses, charges, damages or costs and expenses arising from, or allegedly arising from, or resulting directly or indirectly from any professional errors and omissions and/or negligent or willful acts or omissions of Diversion Solutions and its employees and agents, in the performance of this contract.

15. ***Independent Contractor:***

A. Nothing contained in this contract is intended to or shall be construed in any manner as creating or establishing the relationship of employer/employee between the parties. Diversion Solutions shall at all times remain as independent contractor with respect to the services to be provided under this contract.

16. ***Benefits:***

A. The County shall be exempt from payment of all unemployment insurance, FICA, retirement, life and medical insurance, and workers' compensation insurance for any and all of Diversion Solutions employees and agents. Payment of insurance premiums, tax withholding, and all other benefits are strictly Diversion Solutions responsibility.

17. ***Data Practice*** - Diversion Solutions will immediately report to the department head signing this contract any request from a third party for information relating to this contract. The County agrees to promptly respond to inquiries from Diversion Solutions concerning data request. Diversion Solutions agrees to hold the County, its officers and employees harmless from any claims resulting from the Contractor's unlawful disclosure or use of data protected under state and federal laws.

18. ***Compliance with the Law*** - Diversion Solutions agrees to abide by the requirements and regulations of The Americans with Disabilities Act of 1990 (ADA) and Title VII of the Civil Rights Act of 1964. These laws deal with discrimination based on race, gender, disabilities, religion, and with sexual harassment. The County agrees to promptly supply all necessary clarifications. Violation of any of the above can lead to the termination of this contract.

19. ***Entire Contract*** - This entire contract supersedes any and all other contracts, either oral or written, between the parties hereto with respect to the subject matter hereof, and contains all of the contracts between the parties with respect to said matter. Each party to this contract acknowledges that no representations, inducements, promises, or contracts, oral or otherwise, have been made by either party which are not embodied herein, and that no other contracts, statements, or promises not contained within this contract shall be valid or binding. All provisions contained within this contract shall be valid or binding. The laws of Minnesota and the United States of America shall govern all provisions within this contract.

20. ***Audits and Inspections*** - The County Attorney's office or designated representative or other governmental agency exercising regulatory function over the County's business activities, while exercising reasonable, non-disruptive procedures, may inspect Diversion Solutions records at any time.

21. ***Notice*** – Any notice to be given hereafter by either party to the other, shall be in writing and may be affected by personal delivery, or by registered mail, return receipt requested, addressed to the proper party, at the following addresses:

Itasca County Attorney's Office 123 Fourth St NE Grand Rapids, MN 55744 Attn: Jacob Fauchald	Diversion Solutions, LLC 8053 Industrial Park Rd Baxter, MN 56425 Attn: Theresa Rardin

22. ***Insurance*** - Diversion Solutions agrees to provide and maintain, at its own cost and at all times during its performance under this contract until completion of the work, such liability insurance coverage as is set forth below, and to otherwise comply with the provisions that follow:

A. **Workers' Compensation**: Workers' Compensation insurance in compliance with all applicable statutes.

B. **Auto Insurance-** Owned and unowned

General Liability: "Commercial General Liability Insurance" (Insurance Service Office policy form title), or equivalent policy form, providing coverage on an "occurrence," rather than on a claims made basis, the policy for which shall include, but not limited to, coverage for bodily injury, property damage, personal injury, contractual liability (applying to this contract), Independent Contractors, and Products-Completed Operations Liability. Coverage for explosions, collapse and underground hazards shall **not** be included. Such a policy shall name the County as an additional insured thereunder, and shall apply on a primary basis with respect to any similar insurance maintained by the County, which other insurance of the County, if any, shall apply in excess of Diversion Solutions insurance and not contributed therewith. Diversion Solutions agrees to maintain Products-Complete Operations coverage on a continuing basis for a period of at least two years after date of completion.

Such Commercial General Liability insurance policy shall provide a combined single limit in the Contract of at least $2,000,000 (two million) Each Occurrence, applying to liability for bodily injury and property damage, and a combined single limit of at least the same a Contract applying to liability for Personal Injury and Advertising Injury. Such minimum limits may be satisfied by the limit afforded under Firm's Commercial General Liability Insurance Policy, or by such Policy in combination with limits afforded by an Umbrella or Excess Liability Policy (or policies), provided that the coverage afforded under any such Umbrella or Excess Policy is at least in all material respects as broad as that afforded by the underlying Commercial Liability Policy, and further that the County is included as an additional insured thereunder.

Such Commercial General Liability Policy and Umbrella or Excess Liability Policy (or policies) may provide aggregate limits for some or all of the coverage afforded thereunder, so long as such aggregated limits are not at any time during which such coverage is required to be maintained hereunder reduced to less than the required Each Occurrence limit stated above, and further, that the Umbrella or Excess Liability provides from the point that such aggregate limits in the underlying Commercial General Liability Policy become reduced or exhausted. An Umbrella or Excess Liability Policy which "drops down" to respond immediately over reduced underlying limits, or in place of exhausted underlying limits, but subject to a deductible or "retention" Contract, shall be acceptable in this regard so long as such deductible or retention Contract does not cause the firm total deductibles or retention for Each Occurrence to exceed $10,000.

B. **Professional Liability**: Professional or "Error & Omissions"

Liability Insurance in the total of at least $1,000,000 Each Occurrence (or "Wrongful Act" or equivalent) and if applicable, Aggregate, covering Diversion Solutions Liability for negligent acts, errors, or omissions in the performance of professional services in connection with this agreement. Diversion Solutions Professional Liability Insurance may afford coverage on an occurrence basis or on a claims basis. It is, however, acknowledged and agreed by Diversion Solutions, that under claims-made coverage, changes in insurers or in insurance policy forms could result in the impairment of the liability insurance protection intended for the County hereunder. Diversion Solutions therefore agrees that it will not seek or voluntarily accept any such change in its Professional Liability Insurance coverage if such impairment of the protection for the County could result; and further, that it will exercise its right under any Extended Reporting Period ("tail coverage") or similar claims-made policy option if necessary or appropriate to avoiding impairment of such protection.

Diversion Solutions further agrees that it will, throughout the entire period of this contract and keep required coverage for an additional period of two (2) years following completion of this contract:
(a) advise the County of any intended or pending change in Professional Liability insurance or in policy forms, and provide the County with all pertinent information that the County may reasonably request to determine compliance with this paragraph; and (b) advise the County of any claims or threat of claims that might reasonably be expected to reduce the Contract of such insurance remaining available for the protection of the County.

IN WITNESS WHEREOF, the parties have executed the CONTRACT as of the date first written above

Diversion Solutions, LLC
8053 Industrial Park rd.
Baxter, MN 56425

By Theresa Rardin
Theresa Rardin – Director of Business

Itasca County
123 Fourth St NE
Grand Rapids, 55744

By ______________________
Jacob Fauchald- County Attorney

DIVERSION SOLUTIONS, LLC

"ATTACHMENT A"

DIVERSION SOLUTIONS SCALE
DIVERSION PRICING

Class Only:

Conflict/Anger Management	$75
Drug/Alcohol	$75
Parenting	$75
Personal Leadership	$75
Power of Attorney/Elder Abuse	$75
Theft/Shoplifting/Property	$75
Traffic Education (online)	$75
Voter Fraud	$75
Cognitive Skills	$75
Marijuana/Vaping/Tobacco	$75
Decision Points (8 sessions)	$200
Positive Discipline for Effective Parenting Course 1-8 sessions	$25 per class ($200 full course)

Community Service Options:

Community Service	$150
Community Cleanup	$150

DAC/IPS

DAC/IPS 12 months	$250 ($100 extension after 12 months)

Evaluations-

Price determined by professional

Chemical Health
Mental Health
Gambling
DVI
Anger Assessment

UA Testing (each test)

$35

(Monitoring and program options see page 2)

DIVERSION SOLUTIONS PRICING CONTINUED

"ATTACHMENT A"

Monitoring Options:

Supervision Monitoring (post-charge) MSD/GMD 12+months	$125
Supervision Monitoring Pre-Charge MSD/GMD 12+months	$150
Supervision Monitoring Felony 24+months	$400

Electronic Monitoring

Prices vary, list can be requested

SOBERTRAK (PORTABLE ALCOHOL DEVICE)
BLUETAG (GPS ankle monitor)
SCRAM (alcohol ankle monitor)

Optional Program Options:

Theft Program Diversion (Class only)	$75
Theft Class w/Restitution	$125
Retail Theft Diversion (Class only)	$75
Retail Theft Diversion (Class w/Restitution)	$125
Monitoring w/ Victim Restitution	$125
Restitution w/Monitoring	$125
Traffic Education Program (TEP) (class only)	$75
TEP Class w/Monitoring	$125

*Payment plan options available for participants
*Jurisdiction specific programs can be developed depending on jurisdiction's needs
*Restitution is collected with no additional fee if Supervision Monitoring is selected
*Prosecution fees and other court fees can be collected per jurisdiction's request

DRIVING DIVERSION PROGRAM
SERVICES AGREEMENT
FOR THE
COUNTY OF ITASCA

1. ***Contractual Agreement*** - This Agreement is made and entered into this 14th day of August, 2025, by and between the County of Itasca , State of Minnesota, by and through its County Attorney's Office, ("Itasca") and Diversion Solutions, LLC, of 8053 Industrial Park Rd, Baxter, Minnesota 56425.

2. ***Purpose*** – The purpose of this Agreement shall be to implement the License Reinstatement Program: "2019 First Special Session Chapter 5 SF8 Sec. 5. [171.2405] LICENSE REINSTATEMENT DIVERSION PROGRAM." **Exhibit A**

3. ***Contract Terms*** - This Agreement shall be in force until either party exercises the termination clause provided in Section 10.

4. ***Definitions:***

   A. ***Participant*** – the individual who has enrolled in the Driving Diversion Program voluntarily as part of the County Diversion Program or has otherwise been ordered by the Court or prosecutor to complete the program.

   B. ***Restitution Recovery*** – Fines, reinstatement fees, and diversion fees payable by a Participant.

5. ***County Duties*** – The following is needed for the implementation of the Program:

   A. Designee will conduct, as needed, authorization of applicants, meet with key Diversion Solutions staff to offer procedural guidance, evaluate program performance, and provide support and direction.

6. ***Diversion Solutions Duties*** - Diversion Solutions will provide the following services to the County in a timely and efficient manner:

   A. Operation and management of the driver's license diversion program for participants who would otherwise be involved in the court legal system.
   B. Perform daily operations and management of all clerical and accounting functions related to individual participant files.
   C. Manage the collection and disbursement of Restitution Recovery Fees, participant fees and other fees as appropriate.
   D. Provide necessary responses, correspondence, and follow-up of telephone inquiries to address issues or questions of Participants.
   E. Properly maintain all physical files, financial records, documentation, reports, computer files, etc. as required by law or requested by the County.
   F. Conduct classes designed to teach and provide meaningful information and lessons to Participants on licensure, criminal consequences, and other appropriate topics.
   G. Schedule and conduct all classes necessary for the program, which shall include but not be limited to development of curriculum, provision of appropriate materials, and provision of appropriate space/locations for the classes.

Reports

Maintain and provide records to the County as defined in Exhibit A.

7. ***Program Operational Fees/Revenue:***

Participant Fees

A.	Program fees based on money owed to state:	
	$250 or less owed $140.00	
	$251 - $500 $210.00	
	$501 or more $350.00	
B.	Failure to attend class	$30 reschedule fee
C.	Reentry if FMR 90	$35 (accepted' did not start program)
D.	Reentry if FMR 2	$150 (post class citation, failure to make payment attorney/judge reentry)
E.	CC processing fee	$7 per transaction

For each $350 program fee paid in full, $100.00 of the fee will be paid to the County and $250.00 will be retained by Diversion Solutions. The county will not receive a portion of the participation fee in which a participant falls under the discounted program fee.

8. ***Non-Compete*** – During the term of this agreement, the County shall not establish a competing program or any other similar program that addresses driver's license diversions.

9. ***County has no Financial Liability*** - It is understood and agreed by and between the parties that Diversion Solutions will bear all financial liability for all aspects of its operations under this Agreement.

10. ***Termination of this Agreement***:

A. This Agreement may be terminated at any time, without cause, by either party upon 30 days written notice to the authorized agent of the County or Diversion Solutions.

B. This Agreement may be immediately terminated by the County at any time if the County determines that Diversion Solutions is acting, or has acted at any time during the term of this Agreement, in violation of state or federal law.

11. ***Amendments or Material Modifications*** - All amendments or modifications to this Agreement must be in writing and approved by both parties.

12. ***No County Obligation*** - Diversion Solutions and Participants who participate in this program fully understand that the program is a public service, and the County is held harmless and has no liability to make recovery or obligation to take criminal action against Participant(s).

13. ***Criminal Action*** – Diversion Solutions acknowledges, and will advise all Participants that, the County Attorney's Office may reinstate prosecution of the citation which brought the Participant(s) to the program if the Participant fails to participate or complete the program.

14. ***Hold Harmless and Indemnification:***

A. Diversion Solutions shall save and protect, hold harmless, indemnify and defend the County, its officers and employees against any and all claims, causes of action, suits, liabilities, losses, charges, damages or costs and expenses arising from, or allegedly arising from, or resulting directly or indirectly from any professional errors and omissions and/or negligent or willful acts or omissions of Diversion Solutions and its employees and agents, in the performance of this Agreement.

15. ***Independent Contractor:***

A. Nothing contained in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer/employee between the parties. Diversion Solutions shall at all times remain an independent contractor with respect to the services to be provided under this agreement.

B. The County shall be exempt from payment of all unemployment insurance, FICA, retirement, life and medical insurance, and workers' compensation insurance for any and all of Diversion Solutions employees and agents. Payment of insurance premiums, tax withholding, and all other benefits are strictly Diversion Solutions' responsibility.

16. ***Subcontractor*** - Diversion Solutions shall not subcontract any portion of the work to be performed under this Agreement without prior written approval of County. Diversion Solutions reserves the right to assign this agreement with written County approval.

17. ***Data Practice*** - Diversion Solutions agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. Diversion Solutions will immediately report to the department head signing this agreement any request from a third party for information relating to this agreement. The County agrees to promptly respond to inquiries from Diversion Solutions concerning data request. Diversion Solutions agrees to hold the County, its officers and employees harmless from any claims resulting from the Contractor's unlawful disclosure or use of data protected under state and federal laws.

18. ***Compliance with the Law*** - Diversion Solutions agrees to abide by the requirements and regulations of The Americans with Disabilities Act of 1990 (ADA), the Minnesota Human Rights Act (Minn. Stat. C.363), the County Civil Rights Ordinance (Ch. 139), and Title VII of the Civil Rights Act of 1964. These laws deal with discrimination based on race, gender, disabilities, religion, and with sexual harassment. The County agrees to promptly supply all necessary clarifications. Violation of any of the above can lead to the termination of this Agreement.

19. ***Entire Agreement*** - This entire Agreement supersedes any and all other Agreements, either oral or written, between the parties hereto with respect to the subject matter hereof, and contains all of the Agreements between the parties with respect to said matter. Each party to this Agreement acknowledges that no representations, inducements, promises, or Agreements, oral or otherwise, have been made by either party which are not embodied herein, and that no other Agreements, statements, or promises not contained within this Agreement shall be valid or binding. All provisions contained within this Agreement shall be valid or binding. The laws of Minnesota and the United States of America shall govern all provisions within this Agreement.

20. ***Audits and Inspections*** - The County Attorney's office or designated representative or other governmental agency exercising regulatory function over the County's business activities, while exercising reasonable, non-disruptive procedures, may inspect Diversion Solutions records at any time at County expense.

21. ***Notice*** – Any notice to be given hereafter by either party to the other, shall be in writing and may be affected by personal delivery, or by registered mail, return receipt requested, addressed to the proper party, to each of the parties respective address.

22. ***Insurance*** - Diversion Solutions and or its subcontractors agree to provide and maintain, at its own cost and at all times during its performance under this contract until completion of the work, such liability insurance coverage as is set forth below, and to otherwise comply with the provisions that follow:

A. **Workers' Compensation**: Workers' Compensation insurance in compliance with all applicable statutes.

B. **Auto Insurance** – Owned and unowned

C. **General Liability**: "Commercial General Liability Insurance" (Insurance Service Office policy form title), or equivalent policy form, providing coverage on an "occurrence," rather than on a claims made basis, the policy for which shall include, but not limited to, coverage for bodily injury, property damage, personal injury, contractual liability (applying to this contract), Independent Contractors, and Products-Completed Operations Liability. Coverage for explosions, collapse and underground hazards shall **not** be included.
Such a policy shall name the County as an additional insured thereunder, and shall apply on a primary basis with respect to any similar insurance maintained by the County, which other insurance of the County, if any, shall apply in excess of Diversion Solutions insurance and not contributed therewith. Diversion Solutions agrees to maintain Products-Complete Operations coverage on a continuing basis for a period of at least two years after date of completion.

Such Commercial General Liability insurance policy shall provide a combined single limit in the amount of at least $2,000,000 (two million) Each Occurrence, applying to liability for bodily injury and property damage, and a combined single limit of at least the same amount applying to liability for Personal Injury and Advertising Injury. Such minimum limits may be satisfied by the limit afforded under Firm's Commercial General Liability Insurance Policy, or by such Policy in combination with limits afforded by an Umbrella or Excess Liability Policy (or policies), provided that the coverage afforded under any such Umbrella or Excess Policy is at least in all material respects as broad as that afforded by the underlying Commercial Liability Policy, and further that the COUNTY is included as an additional insured thereunder.

Such Commercial General Liability Policy and Umbrella or Excess Liability Policy (or policies) may provide aggregate limits for some or all of the coverage afforded thereunder, so long as such aggregated limits are not at any time during which such coverage is required to be maintained hereunder reduced to less than the required Each Occurrence limit stated above, and further, that the Umbrella or Excess Liability provides from the point that such aggregate limits in the underlying Commercial General Liability Policy become reduced or exhausted. An Umbrella or Excess Liability Policy which "drops down" to respond immediately over reduced underlying limits, or in place of exhausted underlying limits, but subject to a deductible or "retention" amount, shall be acceptable in this regard so long as such deductible or retention amount does not cause the firm total deductibles or retention for Each Occurrence to exceed $10,000.

D. **Professional Liability**:

Liability Insurance in the amount of at least $1,000,000 Each Occurrence (or "Wrongful Act" or equivalent) and if applicable, Aggregate, covering Diversion Solutions Liability for negligent acts, errors, or omissions in the performance of professional services in connection with this Agreement. Diversion Solutions Professional Liability Insurance may afford coverage on an occurrence basis or on a claim's basis. It is, however, acknowledged and agreed by Diversion Solutions, that under claims-made coverage, changes in insurers or in insurance policy forms could result in the impairment of the liability insurance protection intended for the County hereunder. Diversion Solutions therefore agrees that it will not seek or voluntarily accept any such change in its Professional Liability Insurance coverage if such impairment of the protection for the County could result; and further, that it will exercise its right under any Extended Reporting Period ("tail coverage") or similar claims-made policy option if necessary or appropriate to avoiding impairment of such protection.

Diversion Solutions further agrees that it will, keep required coverage and for an additional period of two (2) years following cancellation of this agreement, immediately:
(a) advise the County of any intended or pending change in Professional Liability insurance or in policy forms, and provide the County with all pertinent information that the County may reasonably request to determine compliance with this paragraph; and (b) advise the County of any claims or threat of claims that might reasonably be expected to reduce the amount of such insurance remaining available for the protection of the County.

IN WITNESS WHEREOF, the parties have executed the Agreement as of the date first written above

Diversion Solutions, LLC
8053 Industrial Park rd.
Baxter, MN 56425

By Theresa Rardin
Theresa Rardin – Director of Business

Itasca County
123 Fourth St NE
Grand Rapids, MN 55744

By ______________________
Jacob Fauchald- County Attorney

Exhibit A

2019 First Special Session Chapter 5 SF8

Sec. 5. [171.2405] LICENSE REINSTATEMENT DIVERSION PROGRAM.

Subdivision 1. Establishment.

(a) A City or County may establish a license reinstatement diversion program for holders of class D drivers' licenses who have been charged with violating section 171.24, subdivision 1 or 2. An individual charged with driving after revocation under section 171.24, subdivision 2, is eligible for diversion only if the revocation was due to a violation of section 169.791; 169.797; 169A.52; 169A.54; 171.17, subdivision 1, paragraph (a), clause (6); or 171.177. An individual who is a holder of a commercial driver's license or who has committed an offense in a commercial motor vehicle is not eligible to participate in the diversion program. Nothing in this section authorizes the issuance of a driver's license to a diversion program participant during the underlying suspension or revocation period at issue in the violation of section 171.24, subdivision 1 or 2.

(b) Notwithstanding any law or ordinance to the contrary, a City or County may contract with a third party to create and administer the diversion program under this section. Any participating City or County, at its own expense, may request an audit of the administrator.

(c) For purposes of this section, "administrator" means the City, County, or administrator of the program.

Subd. 2. Diversion of an individual.

(a) A prosecutor for a participating City or County may determine whether to accept an individual for diversion. When making the determination, the prosecutor must consider:

(1) whether the individual has a record of driving without a valid license or other criminal record, or has previously participated in a diversion program;

(2) the strength of the evidence against the individual, along with any mitigating factors; and

(3) the apparent ability and willingness of the individual to participate in the diversion program and comply with program requirements.

(b) A City or County attorney may request that an individual be reviewed for a diversion program without a formal City or County diversion program being established. The City or County attorney must follow the requirements of subdivisions 1 and 2 and may submit the individual's application to an administrator for processing in collaboration with DVS to determine if an individual is eligible for approval into the diversion program. The participant must meet the requirements in subdivision 4.

(c) A judge may submit a request for an individual to apply for entry into a diversion program under subdivisions 1 and 2. The participant must meet the requirements in subdivision 4.

Subd. 3. Diversion driver's license.

(a) Notwithstanding any law to the contrary, the commissioner may issue a diversion driver's license to a person who is a participant in a diversion program, after receiving an application and payment of:

(1) the reinstatement fee under section 171.20, subdivision 4, by a participant whose driver's license has been suspended;

(2) the reinstatement fee under section 171.29, subdivision 2, paragraph (a), by a participant whose driver's license has been revoked under section 169.791; 169.797; or 171.17, subdivision 1, paragraph (a), clause (6); or

(3) the reinstatement fee under section 171.29, subdivision 2, paragraph (a), by a participant whose driver's license has been revoked under section 169A.52, 169A.54, or 171.177. The reinstatement fee and surcharge under section 171.29, subdivision 2, paragraph (b), must also be paid during the course of and as a condition of the diversion program.

(b) The commissioner may impose restrictions on a diversion driver's license that are suitable to the licensee's driving ability or applicable to the licensee as the commissioner deems appropriate to ensure the safe operation of a motor vehicle by the licensee. The participant must follow all requirements of this section, the requirements set out by DVS and court restrictions.

(c) Payments made by participants in the diversion program of the reinstatement fee and surcharge under section 171.29, subdivision 2, paragraph (b), must be applied first toward payment of the reinstatement fee and, after the reinstatement fee has been fully paid, toward payment of the surcharge. Each payment that is applied toward the reinstatement fee must be credited as provided in section 171.29, subdivision 2, paragraph (b), and each payment that is applied toward the surcharge must be credited as provided in section 171.29, subdivision 2, paragraphs (c) and (d). After the reinstatement fee and surcharge are satisfied, the participant must pay the program participation fee.

(d) Notwithstanding any law to the contrary, a diversion driver's license issued to a participant in the program must not be revoked or suspended for convictions entered due to payments made under subdivision 4.

Subd. 4. Program components.

(a) At a minimum, the diversion program must require individuals to:

(1) successfully attend and complete, at the individual's expense, educational classes that provide, among other things, information on driver's licensure;

(2) pay to the administrator, under a schedule approved by the prosecutor, all required related fees, fines, and charges, including applicable statutory license reinstatement fees and costs of participation in the program;

(3) comply with all traffic laws; and

(4) demonstrate compliance with motor vehicle insurance requirements.

(b) Individuals whose underlying citations cost less than $250 shall receive a 60 percent discount on the diversion program fee. Individuals whose underlying citations cost $250 to $500 shall receive a 40 percent discount on the diversion program fee.

Subd. 5. Termination of participation; reinstatement of driver's license.

(a) An individual's participation in the diversion program must be terminated if:

(1) the individual is found guilty of a moving traffic violation;

(2) the individual fails to provide proof of vehicle insurance; or

(3) the administrator of the diversion program informs the commissioner that the individual is no longer satisfying the conditions of the diversion program.

(b) The commissioner must cancel an individual's diversion driver's license upon receiving notice from the administrator that the individual is not complying with the requirements of the program.

(c) The original charge against the individual of a violation of section 171.24 may be reinstated against an individual whose participation in the diversion program terminates under paragraph (a), clause (1) or (2).

(d) If an individual satisfies all requirements of the diversion program, including, at a minimum, satisfactory fulfillment of the components under subdivision 4, the administrator must inform the court, the prosecutor, and the commissioner of the individual's satisfactory completion of the diversion program.

(e) Upon receiving notice under paragraph (d), the commissioner must reinstate the individual's driver's license.

(f) Upon receiving notice under paragraph (d), the court must dismiss the charge or the prosecutor must decline to prosecute the individual.

Subd. 6. Fees held on termination of participant.

(a) Upon termination of the participant in the program under subdivision 5, where there are any held funds and only after the administrator has made payouts on citations and fees, the third-party administrator shall hold remaining participant fees for 12 months from the date of termination under subdivision 5, paragraph (a), clause (1) or (2).

(b) A participant who meets DVS requirements to re-enter the diversion program may use held funds to pay fees to be reinstated into the program.

(c) After 12 months, the administrator shall retain the funds for the work performed during the participant's enrollment period, prior to the participant's termination date in the diversion program.

Subd. 7. Biennial report.

(a) By February 1 of each even-numbered year, the administrator must report on each City and County that participated in the diversion program and provide a report to each participating City and County, the commissioner, and the legislative committees with jurisdiction over transportation and the judiciary concerning the results of the program. The report must be made available electronically and, upon request, in print. The report must include, without limitation, the effect of the program on:

(1) recidivism rates for participants in the diversion program;

(2) the number of participants who successfully completed the program;

(3) the amount charged to individuals for program fees;

(4) payment of the fees and fines collected in the diversion program to cities, counties, and the state;

(5) the total amount of money collected from participants in the program;

(6) the total amount of money, by category, paid or applied to reinstatement;

(7) educational support provided to participants in the diversion program;

(8) the total number of participants in the diversion program;

(9) the total number of participants terminated from the program under subdivision 5, paragraph (a), clauses (1) to (3);

(10) the reimbursement policy for all payments listed under clause (4); and

(11) the amount of all payments listed under clause (4) retained from participants who were terminated from the program.

(b) The report must include all recommendations made by cities or counties regarding the future of the program and any necessary or suggested legislative changes.

EFFECTIVE DATE.

This section is effective July 1, 2019. A City or County participating in the diversion program may accept an individual into the program until June 30, 2019. The third party administering the diversion program may collect and disperse fees collected pursuant to Minnesota Statutes, section 171.2405, subdivision 6, paragraph (a), clause (2), through June 30, 2019.

Sec. 6. Laws 2009, chapter 59, article 3, section 4, subdivision 9, as amended by Laws 2010, chapter 197, section 1, Laws 2011, chapter 87, section 1, subdivision 9, Laws 2013, chapter 127, section 60, and Laws 2017, chapter 95, article 3, section 29, is amended to read:

Subd. 9. Sunset; transition.

A City or County participating in this pilot program may accept an individual for diversion into the pilot program until June 30, 2019. and the third party administering the diversion program may collect and disburse fees collected pursuant to subdivision 6, paragraph (a), clause (2), through December 31, 2020 until the day following the date the permanent diversion program established under Minnesota Statutes, section 171.2405, is effective, at which time the pilot program under this section expires. An individual participating in but who has not completed the pilot program on the date the pilot program expires is automatically transferred and enrolled in the permanent diversion program under Minnesota Statutes, section 171.2405, and credited for any fees paid or activities completed under the pilot program.

EFFECTIVE DATE.

This section is effective the day following final enactment.