



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, January 26, 2021

2:30 PM

Itasca County Boardroom

FINAL

REGULAR SESSION MINUTES

I. CALL TO ORDER

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

Attendee Name	Title	Status	Arrived
Davin Tinquist	District #1	Present	2:30 PM
Terry Snyder	District #2	Present	2:30 PM
Leo Trunt	District #3	Present	2:30 PM
Burl Ives	District #4	Present	2:30 PM
Ben DeNucci	District #5	Present	2:30 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Pull Item #5.1 (Lease Agreement with USS Solar), add Item #6.11 (Local Option Sales Tax Resolution), and approve the agenda, as amended.

RESULT: APPROVED (5 TO 0)
MOVER: Commissioner Terry Snyder
SECONDER: Commissioner Davin Tinquist
AYES: Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, January 19, 2021 County Board Work Session.

RESULT: APPROVED (5 TO 0)
MOVER: Commissioner Ben DeNucci
SECONDER: Commissioner Davin Tinquist
AYES: Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

V. CONSENT AGENDA

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

RESULT: APPROVED (5 TO 0)
MOVER: Commissioner Leo Trunt
SECONDER: Commissioner Ben DeNucci
AYES: Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

2. Authorize the IMCare Director and County Board chair to sign the Purchase of Service Agreement with Cirdan Health Systems.
3. Authorize IMCare Director and County Board chair to sign the contract between IMCare and Oak Hills Assisted Living; HH Operations, Inc. retro to 1/1/2021.

4. Request authorization to hire one (1) Public Health Nurse position in the Public Health Division of the Health and Human Services Department, due to a resignation.
5. Authorize a change in allocation of one (1) vacant Grade-11 Network Telecommunications Specialist position to a Grade-12 Senior System Engineer position and authorize filling the position.
6. Approve the Joint Powers Agreement by the terms under which the parties will operate to accomplish completion of a regional solid waste management plan for Northeastern Minnesota.
7. Authorize the County Transportation Department to not require PLA's on the list of projects entitled "2021 Transportation Department Projects - Project Labor Agreements Worksheet".
8. Adopt the Resolution Re: Resolution of Support from Sponsoring Agency, which indicates that Itasca County agrees to act as the sponsor/fiscal agent for an application for funding from the Local Road Improvement Program (LRIP), as requested by Harris Township.
9. Adopt the Resolution Re: Authorizing and Fixing the Notice and Terms of Tax-Forfeited Land Sale to Adjoining Landowners
10. Approve utility easement for construction, maintenance and operation of upgrading single phase overhead primary telecommunication lines to three phase overhead primary telecommunication lines over and across tax-forfeited trust lands in Section 27, 28 and 34, Township 59, Range 24 and authorize necessary signatures.
11. Adopt the Resolution Re: Sale of Tax-forfeited Land to the City of Keewatin for a Public Purpose, which approves sale of the East 90 Feet of the West 106 Feet of the South 55 Feet, North of Highway in the Northeast Quarter of the Northeast Quarter and the East 35 Feet of the West 141 Feet of the South 55 Feet North of Highway in the Northeast Quarter of the Northeast Quarter, Section Twenty-five (25), Township Fifty-seven (57), Range Twenty-two (22) under the terms provided in Minnesota Statute 282.01, Subd. 1a para. (b) for a price of \$4,00.00 plus all associated costs.
12. Authorize a change in allocation of one (1) vacant District Forester position to a Forester position and approve filling the position.

VI. REGULAR AGENDA

1. Citizen Input
No citizen input provided.
2. Recognition of County Employees
The following employees were recognized:

Welcome new employee, Brookelyn Troumbly who was hired as a Social Worker, Family Services Division Health & Human Services Department effective January 19, 2021.

Congratulations to Mike Wagner who has transferred from Sign person/Highway Maintenance Worker to Highway Maintenance Worker, Road & Bridge Division, Transportation Department effective January 18, 2021.

Congratulations to Josh Nelson who promoted from Network Telecommunications Specialist to Sr. Network & Security Engineer, MIS Department effective January 11, 2021.

Farewell to Naesa Myers whose last day as a Public Health Nurse, Health & Human Services Department will be February 1, 2021 after 9+ years of service.

RESULT: INFORMATIONAL - NO ACTION TAKEN
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3. Frontline Workers Appreciation Week

Motion To: Proclaim the week of January 24-30, 2021 as Frontline Workers Appreciation Week in Itasca County and authorize the County Board Chair to sign said proclamation.

RESULT: APPROVED (5 TO 0)
MOVER: Commissioner Davin Tinquist
SECONDER: Commissioner Terry Snyder
AYES: Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

4. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of January 29, 2021 in the amount \$2,941,667.63.

RESULT: APPROVED (5 TO 0)
MOVER: Commissioner Terry Snyder
SECONDER: Commissioner Davin Tinquist
AYES: Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

5. Employee Expense Report Approval

Motion To: Approve employee expense reimbursement for expenses submitted over 60 days from when they were incurred.

RESULT: APPROVED (4 TO 0)
MOVER: Commissioner Terry Snyder
SECONDER: Commissioner Ben DeNucci
AYES: Davin Tinquist, Terry Snyder, Leo Trunt, Ben DeNucci
ABSTAIN: Burl Ives

6. ICHHS Warrants

Motion To: Approve the Itasca County Health and Human Services (ICHHS) Department Warrants for January 2021, in the amount of \$1,115,747.79.

RESULT: APPROVED (5 TO 0)
MOVER: Commissioner Davin Tinquist
SECONDER: Commissioner Leo Trunt
AYES: Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

7. COVID-19 Update

Public Health Division Manager Kelly Chandler provided a situational and informational update regarding COVID-19 (novel coronavirus) in Itasca County, including information regarding vaccination roll-out. If you have questions or concerns regarding COVID-19, please call the Public Health Hotline at (218) 327-6784, visit <http://www.co.itasca.mn.us/798/COVID-19-Coronavirus-Information>, or contact First Call for Help/211 at (218) 326-8565.

RESULT: INFORMATIONAL - NO ACTION TAKEN

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

Health Plan Division Manager Sarah Anderson provided a County Based Purchasing (IMCare) Division Update, including information regarding the Medical Record Audit Report and Behavioral Health Treatment Record Audit Report.

RESULT: INFORMATIONAL - NO ACTION TAKEN

9. Sheriff's Department Hiring

Motion To: Approve establishing an eligibility list for Road Deputy positions.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Davin Tinguist
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinguist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

10. Sheriff's Department Hiring

Motion To: Authorize approval to fill Road Deputy position which will soon be open due to retirement.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Davin Tinguist
AYES:	Davin Tinguist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

11. Local Option Sales Tax Resolution

Motion To: Adopt the Resolution Re: Requesting Authorization from the State to Impose a Local Sales and Use Tax in the County of Itasca.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Davin Tinguist
SECONDER:	Commissioner Leo Trunt
AYES:	Davin Tinguist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

VII. COMMISSIONER COMMENTS**RECESS**

Chair Ives recessed the meeting at 3:16 PM.

RECONVENE

Chair Ives reconvened the meeting at 3:26 PM, with all members present.

VIII. CLOSED SESSIONS

1. Closed Session per MN Statutes 13D.05, Subd. 3(b) Re: Itasca County Jail Project

Motion To: Go into Closed Session per MN Statutes 13D.05, Subd. 3(b), based upon Attorney Client Privilege MN Statutes 595.02, Subd. 1(b), to consult with its attorney in reference to the Itasca County Jail Project.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Davin Tinguist
SECONDER:	Commissioner Terry Snyder
AYES:	Davin Tinguist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

Others Present: County Attorney Matti Adam, Contracted Special Counsel Adam Ripple (via telephone), County Administrator Brett Skyles, and Deputy Clerk of the County Board Amanda Schultz.

Motion To: Go into Open Session.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Davin Tinguist
SECONDER:	Commissioner Leo Trunt
AYES:	Davin Tinguist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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IX. ADJOURN

Chair Ives adjourned the meeting at 4:19 PM.

ATTEST



Burl Ives
Chair of the County Board



Brett Skyles
Clerk of the County Board



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 26, 2021

RESOLUTION 2021-1

RE: RESOLUTION OF SUPPORT FROM SPONSORING AGENCY

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

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

WHEREAS, Harris Township has requested that Itasca County Sponsor its application for the rehabilitation of a portion of the Sunny Beach Road from CSAH 64 to Adair Road; and

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

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

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 26th day of January A.D. 2021 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 26th day of January A.D. 2021.

Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 26, 2021

RESOLUTION 2021-2

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

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

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

NOW THEREFORE BE IT RESOLVED, that the Notice and Terms of Tax-Forfeited Land Sale to Adjoining Landowners be given by certified mail to all adjoining landowners as provided by Minnesota Statute 282.01, subdivision 7a, that the County Auditor of Itasca County shall open sealed bids for such tracts of land for sale in the order in which they appear in said Notice at 10:00 A.M. on FRIDAY, FEBRUARY 26, 2021 at the ITASCA COUNTY LAND DEPARTMENT, 1177 LAPRAIRIE AVENUE, GRAND RAPIDS, MN 55744.

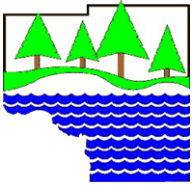
RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 26th day of January A.D. 2021 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 26th day of January A.D. 2021.

Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 26, 2021

RESOLUTION 2021-3

RE: SALE OF TAX-FORFEITED LAND TO THE CITY OF KEEWATIN FOR PUBLIC PURPOSE

WHEREAS, the following described land forfeited to the State of Minnesota in 2014 for non-payment of taxes and is managed by Itasca County:

The East 90 Feet of the West 106 Feet of the South 55 Feet, North of Highway in the Northeast Quarter of the Northeast Quarter and the East 35 Feet of the West 141 Feet of the South 55 Feet North of Highway in the Northeast Quarter of the Northeast Quarter, Section Twenty-five (25), Township Fifty-seven (57), Range Twenty-two (22) appraised for the amount of \$4,000.00; and

WHEREAS, the City of Keewatin has requested purchase of said property to use for public parking. Said property is located adjacent to a public park and skating rink. There is currently limited parking available for the public. The City acquiring this parcel will allow adequate parking for the general public.

WHEREAS, Minnesota Statute 282.02, Subd. 1a (b) allows sale of non-conservation tax-forfeited land to an incorporated governmental subdivision for their market value as determined by the county board, for any public purpose for which the subdivision is authorized to acquire property.

WHEREAS, Itasca County has determined that the County's land management interests would be best served if the East 90 Feet of the West 106 Feet of the South 55 Feet, North of Highway in the Northeast Quarter of the Northeast Quarter and the East 35 Feet of the West 141 Feet of the South 55 Feet North of Highway in the Northeast Quarter of the Northeast Quarter, Section Twenty-five (25), Township Fifty-seven (57), Range Twenty-two (22), is managed for public use by the City of Keewatin.

NOW THEREFORE BE IT RESOLVED, that the Itasca County Board of Commissioners approves sale of the above described land under the terms provided in Minnesota Statute 282.01, Subd. 1a para. (b) for a price of \$4,000.00 plus all associated costs.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 26th day of January A.D. 2021 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 26th day of January A.D. 2021.

Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 26, 2021

RESOLUTION 2021-4

**RE: REQUESTING AUTHORIZATION FROM THE STATE TO IMPOSE A LOCAL SALES AND
USE TAX IN THE COUNTY OF ITASCA**

WHEREAS, the Minnesota Department of Corrections has issued a Notice of Deficiency and has 'sunset' the Itasca County Correctional Facility effective May 1, 2023; and

WHEREAS, the County is requesting authorization from the State of Minnesota to impose a Local Sales and Use Tax of 1% for up to thirty years or \$75,000,000 dollars, whichever comes first, to fund the local share of the project cost; and

WHEREAS, the University of Minnesota, in preparing the 2011 Retail Trade Analysis Grand Rapids & Itasca County, has estimated that 55% of the Local Sales Generated would be from Non-Residents of Grand Rapids; and

WHEREAS, the County has provided documentation of the regional significance and impact of the project; and

WHEREAS, Minn. Stat. 297A.99 authorizes the imposition of a general sales tax if permitted by special law of the Minnesota Legislature; and

WHEREAS, Minn. Stat. 297A.99 requires the County to pass a resolution authorizing such a local sales and use tax to obtain Legislative approval prior to approval by the local votes to enact the local tax.

**NOW, THEREFORE, BE IT RESOLVED, IN ACCORDANCE WITH M. S. 297A.99 LOCAL SALES
TAXES, BY THE ITASCA COUNTY BOARD OF COMMISSIONERS, GRAND RAPIDS,
MINNESOTA:**

1. The Board of Commissioners hereby requests that the State authorize a Local Sales and Use Tax of one percent (1%); and
2. The revenue from the local sales and use tax will be used to finance the capital and administrative costs of constructing and equipping a new correctional facility and related upgrades to the courts in Itasca County, MN; and,
3. The amount of local sales and use tax revenue utilized for these new facilities would not exceed \$75,000,000 or up to thirty years, whichever comes first; and
4. These facilities are the only projects requested for a local sales and use tax; and,

5. Upon approval of this resolution, the County will submit the adopted resolution and documentation of regional significance to the chairs and ranking minority members of the House and Senate tax committees for approval and passage of a special law authorizing the tax by January 31 of the year that it is seeking the special law; and
6. Upon Legislative approval and passage of the special law authorizing the tax, the County will adopt a resolution accepting the new law, which will be filed with a local approval certificate to the Office of the Secretary of State before the following Legislative session; and
7. The County will put a ballot question on a general election ballot for local voter approval. This will be done within two years of receiving legislative authority; and
8. Upon completion of the requirements, the local sales tax will commence and run for up to 30-years or until a sum sufficient to fund the voter approved project, including related debt costs, is raised, whichever comes first.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Leo Trunt
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

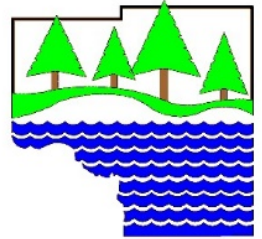
STATE OF MINNESOTA
Office of County Administrator
ss. County of Itasca

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 26th day of January A.D. 2021 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 26th day of January A.D. 2021.



Administrator



January 26, 2021

Chair:

PULL:

1. Item #5.1 – Lease Agreement with USS Solar

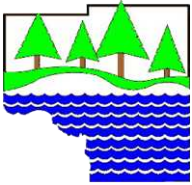
ADDITIONS:

1. Item #6.11 – Local Option Sales Tax Resolution

CHANGES: None

INFORMATIONAL: None

Amanda



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, January 19, 2021

2:30 PM

Itasca County Boardroom

DRAFT

WORK SESSION MINUTES

I. CALL TO ORDER

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

Attendee Name	Title	Status	Arrived
Davin Tinquist	District #1	Present	2:30 PM
Terry Snyder	District #2	Present	2:30 PM
Leo Trunt	District #3	Present	2:30 PM
Burl Ives	District #4	Present	2:30 PM
Ben DeNucci	District #5	Present	2:30 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Add Items #6.11 (DNR Update on the Canisteo Pit) and #6.12 (Review Letter of Request, Infrastructure Contribution), and approve the agenda, as amended.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, January 12, 2021 County Board Regular Session.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Ben DeNucci
SECONDER:	Commissioner Leo Trunt
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

V. RECOMMENDED FOR CONSENT AGENDA

1. Approve a lease agreement with USS Itasca Clean Energy LLC for a solar lease and easement at the Grand Rapids/Itasca County Airport and authorize necessary signatures.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/26/2021 2:30 PM
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2. Authorize the IMCare Director and County Board chair to sign the Purchase of Service Agreement with Cirdan Health Systems.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/26/2021 2:30 PM
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3. Authorize IMCare Director and County Board chair to sign the contract between IMCare and Oak Hills Assisted Living; HH Operations, Inc. retro to 1/1/2021.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/26/2021 2:30 PM
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4. Authorize the County Transportation Department to not require PLA's on the list of projects entitled "2021 Transportation Department Projects - Project Labor Agreements Worksheet".

RESULT: RECOMMENDED FOR CONSENT NEXT: 01/26/2021 2:30 PM

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

RESULT: RECOMMENDED FOR CONSENT NEXT: 01/26/2021 2:30 PM

6. Approve utility easement for construction, maintenance and operation of upgrading single phase overhead primary telecommunication lines to three phase overhead primary telecommunication lines over and across tax-forfeited trust lands in Section 27, 28 and 34, Township 59, Range 24 and authorize necessary signatures.

RESULT: RECOMMENDED FOR CONSENT NEXT: 01/26/2021 2:30 PM

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

RESULT: RECOMMENDED FOR CONSENT NEXT: 01/26/2021 2:30 PM

VI. DISCUSSION / INFORMATIONAL

1. Citizen Input

No citizen input provided.

2. Contracts for COVID-19 Vaccination Administration

Motion To: Authorize entering into a contractual agreement between Itasca County Public Health and the following Registered Nurses (RNs): Carey Skrbec, Carol Brown, and Pamela Friesen for the period of January 19, 2021 through December 31, 2021 for the purpose of COVID-19 Vaccination Administration at a rate of \$40 per hour.

RESULT: APPROVED (5 TO 0)

MOVER: Commissioner Davin Tinquist

SECONDER: Commissioner Terry Snyder

AYES: Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

3. Request for Hiring Authorization

Health and Human Services Director Eric Villeneuve provided information regarding the request to authorize hiring of one (1) Public Health Nurse position in the Public Health Division of the Health and Human Services Department, due to a resignation.

RESULT: RECOMMENDED FOR CONSENT NEXT: 01/26/2021 2:30 PM

4. Authorize a Change in Allocation and Hiring Authorization

IT Director Chris Gunderson provided information regarding the request to authorize a change in allocation of one (1) vacant Grade-11 Network Telecommunications Specialist position to a Grade-12 Senior System Engineer position and to authorize filling the position.

RESULT: RECOMMENDED FOR CONSENT NEXT: 01/26/2021 2:30 PM

5. Joint Powers Agreement for Regional Solid Waste Management Plan

Environmental Services Director Dan Swenson provided information regarding the request to approve the Joint Powers Agreement by the terms under which the parties will operate to accomplish completion of a regional solid waste management plan for Northeastern Minnesota.

RESULT: RECOMMENDED FOR CONSENT NEXT: 01/26/2021 2:30 PM

6. Opportunity for Input on MnDOT's Litter Study

Assistant County Engineer Ryan Sutherland provided information regarding the opportunity to provide input on the Minnesota Department of Transportation's (MnDOT's) Litter Study to evaluate the impact of litter on US, State, and Interstate highways in Minnesota.

RESULT: INFORMATIONAL - NO ACTION TAKEN

7. Sale of Tax-Forfeited Land Parcels #92-025-1108 and #92-025-1116 to the City of Keewatin for a Public Purpose

Land Commissioner Kory Cease provided information regarding the request to adopt the Resolution Re: Sale of Tax-forfeited Land to the City of Keewatin for a Public Purpose, which approves sale of the East 90 Feet of the West 106 Feet of the South 55 Feet, North of Highway in the Northeast Quarter of the Northeast Quarter and the East 35 Feet of the West 141 Feet of the South 55 Feet North of Highway in the Northeast Quarter of the Northeast Quarter, Section Twenty-five (25), Township Fifty-seven (57), Range Twenty-two (22) under the terms provided in Minnesota Statute 282.01, Subd. 1a para. (b) for a price of \$4,000 plus all associated costs.

RESULT: RECOMMENDED FOR CONSENT NEXT: 01/26/2021 2:30 PM

8. Request for Change in Allocation and Hiring Authorization

Land Commissioner Kory Cease provided information regarding the request to authorize a change in allocation of one (1) vacant District Forester position to a Forester position and to approve filling the position.

RESULT: RECOMMENDED FOR CONSENT NEXT: 01/26/2021 2:30 PM

9. SWCD Update

Itasca Soil and Water Conservation District (SWCD) District Manager Andy Arens provided a SWCD Update regarding Board reorganization and Upper Mississippi Headwaters 1 Watershed/1 Plan (UMHW 1W1P) draft comment period.

RESULT: INFORMATIONAL - NO ACTION TAKEN

10. Short Term Rentals/VRBOs

Commissioner Snyder provided information regarding interest in setting up an internal committee to look at policies and ordinances regarding Short Term Rentals and/or Vacation Rentals by Owner (VRBOs) that currently exist and examine zoning and assessment practices before bringing something before the County Board for consideration.

RESULT: INFORMATIONAL - NO ACTION TAKEN

11. DNR Update on the Canisteo Pit

Minnesota Department of Natural Resources (DNR) representatives Mike Liljegren and Vicki Sellner provided an update on the Canisteo Pit.

RESULT: INFORMATIONAL - NO ACTION TAKEN

12. Review Letter of Request, Infrastructure Contribution

City of Cohasset Director of City Operations / Finance Director Max Peters provided information regarding the request to consider a \$6 million rail spur infrastructure contribution for a potential economic development project that would result in a \$370 million investment into the City of Cohasset and Itasca County.

Motion To: Direct County Attorney Matti Adam and County Administrator Brett Skyles to draft and send a letter on behalf of Itasca County to conceptually agree to the project and contribution request pending further discussions and information.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Leo Trunt
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

VII. COMMITTEE REPORTS

Commissioner Tinquist reported on his attendance of recent Itasca Waters and Jail Committee meetings, as well as the Community Based Purchasing/DHS work group.

Commissioner Trunt reported on his attendance of recent Western Mesabi Mine Planning Board (WMMPB) and City/County Cooperating Committee meetings.

Commissioner Snyder reported on his attendance of recent City/County Cooperating Committee and Fairgrounds Task Force meetings, as well as Grand Village Executive Director Interviews and various township meetings.

Commissioner DeNucci reported on his attendance of a recent Health and Human Services Advisory Committee meeting, as well as the Mining Task Force organized by RAMS and various city council meetings.

Commissioner Ives reported on his attendance of a recent Itasca Economic Development Corporation (IEDC) meeting.

VIII. ADMINISTRATOR UPDATE**IX. COMMISSIONER COMMENTS**

Commissioner Tinquist provided comment regarding communications had with the Chiefs of the five Fire Departments that are receiving funding from the current round of Coronavirus Relief.

Commissioners Trunt and DeNucci provided comment regarding the Midwest Governor's Association and coal plant communities.

X. CLOSED SESSIONS**XI. ADJOURN**

Chair Ives adjourned the meeting at 4:18 PM.

ATTEST

Burl Ives
Chair of the County Board

Brett Skyles
Clerk of the County Board



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 26, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1281

DEPARTMENT: Administrative Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Matt Wegwerth, Brett Skyles

AGENDA ITEM:

Lease Agreement with USS Solar

BOARD ACTION REQUESTED:

Approve a lease agreement with USS Itasca Clean Energy LLC for a solar lease and easement at the Grand Rapids/Itasca County Airport and authorize necessary signatures.

BACKGROUND:

The City of Grand Rapids and the Grand Rapids Public Utilities Commission have been working with US Solar on a solar garden project at the Grand Rapids/Itasca County Airport. The site has been graded and a developers agreement has been reached between all parties. A lease and solar easement are now required for the project to move forward.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. US Solar - Grand Rapids - Option to Lease - Execution Version

01/19/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/26/2021 2:30 PM
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01/26/2021

RESULT:	PULLED FROM THE AGENDA
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OPTION TO LEASE, LEASE AND SOLAR EASEMENT

This Option to Lease, Lease and Solar Easement (this “Agreement”) by and between the City of Grand Rapids, a Minnesota municipal corporation, as 100% fee owner of Parcel No. 1, the City of Grand Rapids, a Minnesota municipal corporation, and County of Itasca, Minnesota, as equal tenants in common of Parcel No. 2, the Grand Rapids / Itasca County Joint Airport Commission, as 100% fee owner of Parcel No. 3, and the Grand Rapids – Itasca County Airport Commission, as 100% fee owner of Parcel No. 4 (collectively, “Lessor”), and USS Itasca Clean Energy LLC, a Delaware limited liability company, and its successors and assigns (“Lessee”) is entered into and effective on January ___, 2021 (the “Effective Date”). Capitalized terms used but not defined herein shall have the meanings given to such terms in Exhibit E.

RECITALS

1. Lessor is the owner of real property located in Itasca County, Minnesota that is legally described in Exhibit A (the “Lessor Property”). Lessor uses the Lessor Property for agricultural purposes.

2. Lessee is engaged in the business of developing, constructing, owning and operating solar energy conversion facilities for the production of electricity.

3. Lessee desires an option to, and upon the exercise of such option in accordance with the terms hereof shall, lease and obtain certain easements and rights over the Lessor Property, all on the terms and conditions set forth herein.

4. Lessor desires to grant such option to, and upon Lessee’s exercise of such option shall, lease and grant such easements and rights over the Lessor Property, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the above premises and the mutual promises and other consideration set forth below, the adequacy and receipt of which is acknowledged, Lessor and Lessee agree as follows:

ARTICLE I OPTION TO LEASE

Section 1.1. Grant and Exercise of Option. Lessor hereby grants to Lessee an exclusive option (the “Option”) to lease Lessor’s real property legally described and depicted on Exhibit A (the “Lease Premises”). Lessee may exercise the Option in its sole discretion by delivering written notice to Lessor at any time prior to the last day of the Option Period (as defined below). If Lessee exercises the Option, then the term of the Lease (as defined in Article II below) shall commence on the date such notice is given, or such other date within the Option Period as Lessee may specify in such notice (the “Lease Effective Date”). For purposes of this Agreement, “Option Period” means the period beginning on the Effective Date and ending on the earliest to occur of:

- (a) the first (1st) anniversary of the Effective Date; provided, however, that if Lessee requires additional time to complete Due Diligence Activities (as defined below), Lessee shall have the option to extend this period by such additional period of time as Lessee may reasonably require to complete such Due Diligence Activities, but not to exceed an additional 2 years;
- (b) the termination of this Agreement under Section 5.1; and
- (c) the Lease Effective Date.

As consideration for the Option, Lessee shall pay to Lessor the applicable amounts set forth in Section 4.1.

Section 1.2. Access to the Lease Premises During Option Period. During the Option Period, Lessee shall have the right to access the Lease Premises for the purpose of (i) monitoring, testing and assessing the Lease Premises for use as a solar photovoltaic energy generation site; (ii) conducting such tests, analysis or feasibility studies as Lessee deems advisable, including measurement of sunlight or solar energy potential and other meteorological data; (iii) conducting environmental and suitability assessments of the Lease Premises, including soil borings, wetlands assessments and environmental impact and wildlife analyses; (iv) conducting development, siting and design activities and analysis of the Lease Premises, including creating a conceptual design and layout for a potential solar photovoltaic energy generation facility; (v) commencing the permitting and application process related to such facility; and (vi) conducting such other tests, analysis or studies as may be required by permitting agencies or as Lessee deems advisable (collectively, the “Due Diligence Activities”). The costs for all such activities shall be the responsibility of Lessee. Lessee’s right to conduct Due Diligence Activities on the Lease Premises during the Option Period shall be exclusive and Lessor acknowledges that Lessor may not grant any other person or entity any such rights.

ARTICLE II LEASE

Section 2.1. Lease. If Lessee exercises the Option set forth in Section 1.1 during the Option Period, Lessor shall lease to Lessee, and Lessee shall lease from Lessor, the Lease Premises (the “Lease”). As consideration for the Lease, Lessee shall pay to Lessor the amounts set forth in Section 4.1. For avoidance of doubt, if Lessee exercises the Option set forth in Section 1.1, the Lease shall automatically become effective on the Lease Effective Date without any further action by either party.

Section 2.2. Lease Term. The term of the Lease shall commence upon the Lease Effective Date and continue until 11:59 pm on the twenty-fifth (25th) anniversary of the Commercial Operation Date (the “Initial Term”), unless terminated earlier or extended in accordance with the following sentence. Lessee shall have the option, exercisable in its sole discretion, to extend the Initial Term of the Lease for three additional five year periods (each, an “Additional Term” and together with the Initial Term, the “Lease

Term”), the first commencing immediately on the day that the Initial Term would otherwise expire, the second commencing immediately on the day that the first Additional Term would otherwise expire, and the third commencing immediately on the day that the second Additional Term would otherwise expire. Lessee may exercise its extension rights by delivering to Lessor written notice of such extensions no less than 180 days prior to the scheduled expiration of the Initial Term or the then-current Additional Term, as applicable.

Section 2.3. Use of Lease Premises. During the Lease Term, the Lessee may use the Lease Premises for Solar Energy Purposes. For purposes of this Agreement, “Solar Energy Purposes” means converting solar energy into electrical energy, collecting, storing, and transmitting the electrical energy so converted, and all related activities, including, without limitation, conducting Due Diligence Activities, developing, constructing, installing, operating, maintaining, repairing, and replacing photovoltaic electric energy generating equipment, supporting structures and ballasts, inverters, electrical transformers, fixtures, electric distribution lines, communication lines, metering equipment, perimeter fencing, interconnection facilities and related facilities and equipment (collectively, the “Facility”) and commercial beekeeping on the Lease Premises. Lessee’s right to use the Lease Premises for Solar Energy Purposes during the Lease Term shall be exclusive and Lessor acknowledges that Lessor may not grant any other person or entity any such rights. As part of this exclusivity, Lessor agrees to take all reasonable steps to insure that any irrigation device under the control of Lessor or Lessor’s tenants (with the exception of Lessee) not spray, dampen, or shower any portion of the Facility, including the Facility’s perimeter fencing. Said reasonable steps shall include, but are not limited to, configuring, programming, manually adjusting, or interrupting the path of said irrigation device as necessary to comply with this provision.

Section 2.4. Location of Facility; Right to Relocate. Upon completion of design and layout of the Facility, Lessee shall identify specifically that portion of the Lease Premises that will be occupied by the Facility and related facilities, as well as the Access Premises and Distribution Premises, if any, and the parties agree to amend the description of the Lease Premises in Exhibit A to conform to the final Facility design. Notwithstanding the foregoing, Lessee reserves the right to relocate or reconfigure the Facility upon the Lease Premises during the term of this Agreement. Lessee agrees to cooperate with Lessor to locate the Facility on the Lease Premises in a manner that minimizes interference with agricultural or business operations of Lessor or Lessor’s other tenants, to the extent consistent with Lessee’s planned use of the Lease Premises. Upon any such relocation, the parties agree to amend the description of the Lease Premises in Exhibit A to conform to the relocated Facility design.

Section 2.5. Non-Facility Improvements. Any improvements, fixtures or structures that are not a part of the Facility shall not be installed without the express written consent of Lessor.

Section 2.6. Release. Lessee may elect at any time during the Lease Term, at its sole discretion, to release any portion of the Lease Premises from the scope of the Lease Premises by executing and delivering to Lessor an amendment to this Agreement, quit claim deed or similar instrument in recordable form affecting the partial release. Except for any amendments to the description of the Lease Premises made pursuant to Section 2.4 above, any such partial release shall not diminish or otherwise modify the Rent due Lessor without the express agreement of Lessor and an appropriate amendment to this Agreement. The provisions of this Section 2.6 do not provide Lessor with any right to receive Rent if Lessee exercises its right to terminate this Agreement pursuant to Section 5.1.

ARTICLE III EASEMENTS

Section 3.1. Easements. Commencing on the Effective Date, Lessor hereby grants to Lessee, through the last day of this Agreement, the easements and licenses described in Sections 3.2 through 3.7.

Section 3.2. Solar Easement. Lessor hereby grants to Lessee an exclusive easement to use, convert, maintain and capture all sunlight which naturally arrives at the Lease Premises, as well as an exclusive easement prohibiting any obstruction to the free flow of sunlight to the Lease Premises throughout the entire area of the Lessor Property described on Exhibit B (the "Easement Premises"). The easements granted in this Section 3.2 shall be referred to as the "Solar Easement" and shall be located horizontally three hundred and sixty degrees (360°) from any point where any photovoltaic generating facility is or may be located at any time from time to time (each such location referred to as a "Solar Site") and for a distance from each Solar Site to the boundaries of the Easement Premises, together vertically through all space located above the surface of the Easement Premises, that is, one hundred eighty degrees (180°) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the plane from each point along the exterior boundary of the Easement Premises through each Solar Site to each point and on and along such line to the opposite exterior boundary of the Easement Premises. With the exception of trees, structures or improvements that were on the Easement Premises on the Effective Date, Lessor may not place, plant or allow any trees, activities, structures or improvements on the Easement Premises or on any adjacent or nearby property of Lessor or any Lessor affiliate after the date of this Agreement which may, in Lessee's sole judgment, impede, diminish or interfere with the receipt of sunlight at any Solar Site, unless Lessor has received advance written approval from Lessee for installation of any such trees, activities, structure or improvement. In the event Lessor places, plants or allows trees, structures or improvements on the Easement Premises that violate the provisions of this Section 3.2, Lessee may notify Lessor and request removal of the applicable tree, structure or improvement, or modification thereof to comply with this Section 3.2. Lessor shall remove or modify such trees, structures or improvements within thirty (30) days of such notice. If Lessor fails to remove or modify the tree, structure or improvement as

requested, Lessee shall be entitled to cause the removal or modification necessary to eliminate the interference with any Solar Site and to then deduct the cost of such work from any payment (including Rent) due from Lessee to Lessor under this Agreement.

Section 3.3. Placement of Facilities. Lessee shall have an exclusive easement to place Facilities on the Lease Premises.

Section 3.4. Easement for Solar Effects. Lessor grants to Lessee an easement and license for each Facility to create, cause, increase, accentuate, or otherwise contribute to the occurrence of light, shadows, shadow and light flickering, glare, reflection and other effects attributable to each Facility or operations located on the Lease Premises or on adjacent properties on and across the Lessor Property, and Lessor waives and releases any claims or causes of action arising from or related to the occurrence of any such events.

Section 3.5. Easement for Ingress and Egress. Lessee shall be entitled to ingress and egress to and from the Lease Premises, the Facility and appurtenant equipment and electrical power lines over the Lease Premises and Lessor Property and such additional areas of the Lessor Property as shall be reasonably necessary to access a public roadway or alley. In addition Lessor grants Lessee an access easement ("Access Easement") through the Lessor Property for purposes of Lessee's access to the Facility on the Lease Premises (the "Access Premises"). Lessee may construct, use and/or maintain a road within the Access Premises at Lessee's expense.

Section 3.6. Easement for Distribution Lines. Lessor grants to Lessee an easement on and through that portion of the Lessor Property to be defined pursuant to Section 2.4 (the "Distribution Premises") for the purpose of installing, operating and maintaining an electric distribution line and related communication lines between the Facility and electrical facilities owned by Northern States Power Company, a subsidiary of Xcel Energy ("Utility").

Section 3.7. Cooperation Regarding Utility Easements. Lessor acknowledges that the Facility must be interconnected to the network or grid of Utility, and that such interconnection may require Lessor to grant separate easements to Utility for access, transmission, facilities, or the like. Lessor agrees to negotiate in good faith, and to cooperate with, Lessee and Utility for the purpose of effecting the interconnection.

ARTICLE IV RENT AND TAXES

Section 4.1. Rent.

(a) If Lessee elects not to exercise the Option, Lessee shall pay Lessor \$1,000.00 as consideration for its rights under this Agreement during the Option Period. Any payment due pursuant to this Section 4.1(a) shall be due and payable on the last day of the Option Period.

(b) If Lessee elects to exercise the Option, Lessee shall pay Lessor the following amounts (collectively, the "Rent"):

(i) On the Lease Effective Date, Lessee shall pay Rent of \$1,000.00; For the period of time between the Construction Date and the Commercial Operation Date (the "Construction Period"); Lessee shall pay Rent in the amount and in the manner set forth for such period on Exhibit D; and

(ii) From and after the Commercial Operation Date, Lessee shall pay Rent in the amount and in the manner set forth for such period on Exhibit D.

The "Construction Date" shall be the date on which construction of the Facility commences, as declared by the Lessee in a written notice to the Lessor. The "Commercial Operation Date" shall be the first day of the first full month after the Facility commences commercial production and sale of electricity on the Lease Premises.

(c) Lessor and Lessee acknowledge and agree that the Commercial Operation Date is expected to occur not later than three years after the Lease Effective Date (the last day of such period, as the same may be extended due to Force Majeure or by mutual agreement of the parties, is referred to herein as the "Commercial Operation Date Deadline"). If the Commercial Operation Date does not occur on or prior to the Commercial Operation Date Deadline, then:

(i) Lessee may commence paying Rent as if the Commercial Operation Date had occurred, in which case the Commercial Operation Date Deadline shall be deemed to be the Commercial Operation Date and this Agreement shall remain in full force and effect; or

(ii) Lessee may elect not to commence paying Rent as if the Commercial Operation Date had occurred, in which case either Lessee or Lessor may, if the Commercial Operation Date does not occur within ninety days following the Commercial Operation Date Deadline, elect to terminate the Lease by delivering written notice to the other to such effect, in which case neither Lessee nor Lessor shall have any further obligations under this Agreement and Lessee shall have no further obligation to pay Rent to Lessor.

Lessee shall use commercially reasonable efforts to have the Commercial Operation Date occur on or before Commercial Operation Date Deadline.

Section 4.2. Taxes, Assessments and Utilities.

(a) Lessor shall pay, when due, all real property taxes and assessments levied against the Lessor Property, including the Lease Premises, Easement Premises, Access Premises and Distribution Premises, and all personal property taxes and assessments levied against any of the Lessor Improvements. Subject to Section 4.2 (c), if Lessor fails to pay any such taxes or assessments when due, Lessee may, at its option, pay those

taxes and assessments and any accrued interest and penalties, and deduct the amount of its payment from any payment (including Rent) due from Lessee to Lessor under this Agreement.

(b) Lessee shall pay all personal property, production and other taxes and assessments levied against the Facility or its energy production when due, including any equipment within the Access Premises or Distribution Premises. If the Lessor Property or Lease Premises experiences any increase in the amount of real property taxes assessed against it as a result of the installation of the Facility on the Lease Premises, including any reclassification of the Lessor Property or Lease Premises pursuant to applicable law, Lessee shall pay or reimburse Lessor an amount equal to the increase caused by the Facility no later than ten (10) days prior to the date on which the applicable real estate taxes are due to be paid by Lessor, provided that not less than thirty (30) days prior to such due date Lessor provides Lessee with copies of the applicable current and past statements of real estate taxes payable for the Lessor Property or Lease Premises and any related information demonstrating the increase was caused by the Facility and the amount of the increase.

(c) Either party may contest the validity or amount of any levied taxes, assessments or other charges for which each is responsible under this Agreement as long as such contest is pursued in good faith and with due diligence and the party contesting the tax, assessment or charge has paid the obligation in question or established adequate reserves to pay the obligation in the event of an adverse determination.

Section 4.3. Crop Damages.

(a) Should the Lessor incur crop damages as a result of construction activities that begin prior to harvest for the year in which the Construction Date occurs, Lessee shall pay Lessor damages for crops that are planted on the Lease Premises and lost or destroyed due to Lessor's construction activities ("Damages"). Such Damages will be calculated as follows:

$$\text{Unit Price} \times \text{Unit Yield Per Acre} \times \text{Acres Damaged} = \text{Damages}$$

"Unit Price" is the price for crops of the type that are lost, based on the current Chicago Mercantile Exchange. The "Unit Yield" is the average of the previous three (3) seasons' unit yields according to Lessor's records for the smallest parcel of land that includes the damaged area. If Lessor does not have yield records available, the parties will use the Farm Service Agency records or other commonly used yield information available for the area. The parties shall try in good faith to agree to the extent of damage and acreage affected. If the parties cannot agree, they shall have the area measured and extent of damage assessed by an impartial third party such as a crop insurance adjuster or extension agent. Payment shall

be made within sixty (60) days after determining extent of damage. Lessee shall not be required to pay more than a single year's crop loss.

(b) On and after the Construction Date, Lessee shall not be obligated to pay Lessor or its tenants for any loss of income, rent, business opportunities, crops, profits or other losses arising from Lessor's inability to grow crops or otherwise use that portion of the Lease Premises, Access Premises or Distribution Premises physically occupied by Lessee and the Facility, consideration for which is included in Rent.

(c) The parties anticipate and acknowledge that Lessor or its tenants may suffer damage to crops or improvements on the Lessor Property during Lessee's construction, installation and maintenance of the Facility on the Lease Premises and Distribution Premises. Lessee shall pay Lessor fair compensation for any such losses or damage caused by Lessee's activities, and, if the parties cannot reach agreement as to an amount which would constitute fair compensation, the issue shall be submitted to arbitration before a qualified appraiser or any other arbitrator mutually agreed to by the parties. To the extent Lessee pays Lessor compensation for losses or similar damages suffered by a tenant of Lessor, Lessor shall pay the tenant the applicable compensation and Lessor agrees to indemnify and hold Lessee harmless from any failure by Lessor to advance or remit such compensation to its tenant.

ARTICLE V TERMINATION; DEFAULT

Section 5.1. Termination. This Agreement shall terminate upon the first to occur of the following:

(a) On the last day of the Option Period if Lessee's fails to exercise the Option by the end of the Option Period;

(b) Upon the expiration of the Lease Term, as the same may be extended pursuant to Section 2.2;

(c) Upon the written agreement of the parties to terminate this Agreement;

(d) Upon an uncured Event of Default by a party and the written election of the non-defaulting party to terminate this Agreement pursuant to Section 5.2;

(e) Upon Lessee's notice to terminate pursuant to Section 10.1; or

(f) Upon written notice to terminate by Lessee or Lessor pursuant to Section 4.1(c)(ii).

Section 5.2. Events of Default.

(a) Each of the following shall constitute an event of default (“Event of Default”) that shall permit the non-defaulting party to terminate this Agreement or pursue other remedies available at law or equity:

(i) any failure by Lessee to pay Rent if the failure to pay continues for thirty (30) days after written notice from Lessor;

(ii) any other material breach of this Agreement by either party which continues for thirty (30) days after written notice of default from the non-defaulting party or, if the cure will take longer than thirty (30) days, the length of time necessary to effect cure as long as the defaulting party is making diligent efforts to cure during that time.

(b) For all claims, causes of action and damages, the parties shall be entitled to the recovery of actual damages allowed by law unless otherwise limited by this Agreement. Neither the enumeration of Events of Default in Section 5.2 nor the termination of this Agreement by a non-defaulting Party shall limit the right of a non-defaulting Party to rights and remedies available at law, including, but not limited to, claims for breach of contract or failure to perform by the other Party and for direct damages incurred by the non-defaulting Party as a result of the termination of this Agreement.

Section 5.3. Effect of Termination.

(a) Upon the termination or expiration of this Agreement, whether as to the entire Lease Premises or only as to part, Lessee shall remove the Facility located on the portion of the Lease Premises that is terminated or expired within twelve months from the date of such expiration or termination. During such period, Lessee shall be required to pay the amounts set forth in Section 4.

(b) The duty to remove the Facility under Section 5.3(a) shall include the duty to (a) remove from the Lease Premises (or applicable portion thereof) all above surface grade equipment relating to the Facility and other personal property owned, located, installed or constructed by or on behalf of Lessee thereon, (b) remove (from the Lease Premises or applicable portion thereof) all foundations and other fixtures of Lessee, (c) cover up all pit holes, trenches and other borings and excavations made by or on behalf of Lessee on the Lease Premises (or applicable portion thereof), and (d) leave the surface of the Lease Premises (or applicable portion thereof) free from debris arising from the foregoing or from the operations or activities of Lessee. Reclamation shall include, as reasonably required, repair or replacement of damaged drainage tile, leveling, terracing, mulching and other reasonably necessary measures to prevent soil erosion.

(c) Lessor shall provide Lessee with reasonable access to the Lease Premises during the performance of such removal and other work by Lessee for a period of twelve (12) months following the termination or expiration of this Agreement.

(d) If Lessee fails to remove all applicable parts of the Facility within twelve (12) months following the termination or expiration of this Agreement, or such longer period as Lessor may provide by extension, that portion of Facility shall be considered abandoned by Lessee and Lessor may remove that portion of the Facility from the Lease Premises and dispose of it in its sole discretion without notice or liability to Lessee. In the event Lessee fails to remove any of the Facility as required, Lessor may do so, in which case Lessee shall, within thirty days after receipt of an invoice from Lessor, reimburse Lessor for reasonable and documented costs of removal and restoration incurred by Lessor, net of any amounts reasonably recoverable by Lessor with respect to the salvage value of any such equipment.

Section 5.4. Surrender. Upon the termination or expiration of this Agreement, Lessee shall peaceably surrender possession of the Lease Premises.

Section 5.5. Specific Performance. Lessor acknowledges and agrees that should Lessor breach any of its obligations hereunder or otherwise fail to permit Lessee to exercise any of the rights and privileges granted herein, damages would be difficult to calculate and money damages would not be sufficient to compensate Lessee for such breach. As a result, Lessee shall have the right to seek specific enforcement of this Agreement. In that event, Lessor agrees that Lessee has no adequate remedy at law.

Section 5.6. No Consequential Damages. Notwithstanding anything to the contrary in this Agreement, except as specifically set forth in Section 7.6(b) and Section 8.1, neither Lessee nor Lessor shall be entitled to, and each expressly waives, any and all rights to recover consequential, incidental, punitive, indirect or exemplary damages, including, but not limited to, loss of use, loss of revenues, loss of profit, interest charges, or cost of capital, however arising, whether in contract, tort, equity or otherwise, with respect to any claim, action or damages arising from or in connection with this Agreement. Lessee's members, subscribers and Lenders shall have no personal liability or responsibility to Lessor for any damages incurred by Lessor pursuant to this Agreement, and Lessee shall be exclusively responsible to Lessor for any such damages, subject to the provisions of this Agreement.

Section 5.7. Survival of Covenants. The parties acknowledge that the covenants, conditions, rights and restrictions in favor of Lessee including, but not limited to, the easement described in Article III and Lessee's use of and benefit from those covenants, conditions, rights and restrictions, may constitute a portion of a larger set of facilities serving several solar energy facilities with which the Facility will share structural and transmission components, ingress and egress, utility access, and other support, all of which are specifically designed to be interrelated and integrated in operation and use for the full life of the Facility, and that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Agreement shall not be deemed nominal, invalid, inoperative or otherwise be disregarded while any portion of the Facility or related solar projects or facilities remain operational.

ARTICLE VI LESSEE'S COVENANTS

Lessee covenants, represents and warrants to Lessor as follows:

Section 6.1. Liens. Except as expressly provided in this Agreement, Lessee shall keep the Lease Premises and Lessor Property free and clear of all liens and claims of liens for labor, materials, services, supplies and equipment performed on or furnished to Lessee or the Facility on the Lease Premises in connection with Lessee's use of the Lease Premises. Lessee may contest any such lien, but shall post a bond or utilize other available means to remove any lien that is created during the contested proceeding. Lessee agrees to otherwise remove any lien or encumbrance for which it is responsible pursuant to this paragraph within ninety (90) days of the creation of any such lien or encumbrance.

Section 6.2. Permits and Laws.

(a) Lessee and its subcontractors, agents and designees shall at all times comply in all material respects with all federal, state and local laws, statutes, ordinances, rules, regulations, judgments and other valid orders of any governmental authority ("Requirements of Law"), with respect to Lessee's activities pursuant to this Agreement, including Environmental Law, and shall obtain all material permits, licenses and authorizations required thereunder to conduct any and all such activities.

(b) Lessee shall design, construct, install and operate the Facility and any related equipment in all material respects in accordance with Prudent Electric Industry Practice, all Requirements of Law, any local electrical code, and the requirements of Utility.

Section 6.3. Lessee's Improvements.

(a) The Facility and related equipment constructed, installed or placed on the Lease Premises and within the Distribution Premises by Lessee pursuant to this Agreement shall be the sole property of Lessee, and Lessor agrees that it shall have no ownership or other interest in the Facility and related equipment owned by Lessee on the Lease Premises or within the Distribution Premises. The Facility is and shall remain personalty of the Lessee, notwithstanding any present or future common ownership of the Facility and the Lease Premises, and irrespective of whether any of the Facility is deemed to be a fixture or otherwise part of the Lessor Property or any improvements on the Lessor Property, and Lessor acknowledges that the Facility is and shall remain personal property of Lessee irrespective of the manner of its attachment or connection to the Lessor Property. Lessor acknowledges that Lessee's lenders ("Lenders") may request a first priority security interest in the Facility as collateral for financing of the Facility, and Lessor consents to the grant by Lessee of such a security interest, and the filing of instruments necessary to perfect such a security interest under the Uniform Commercial Code in the Facility as personal property of the Lessee.

(b) Throughout the Lease Term, Lessee shall, at its sole cost and expense, maintain the Facility in good condition and repair, ordinary wear and tear excepted. Any portion of the Facility constructed, installed or placed on the Lease Premises by Lessee pursuant to this Agreement may be replaced, repaired or refurbished by Lessee at any time.

(c) Lessee shall use reasonable care in the installation and construction of the Facility so as to avoid damage to the Lessor Improvements and Lease Premises and risk of injury to Lessor's employees, customers, tenants, guests and invitees. Lessee shall secure its equipment, interests and supplies during construction, and remove any construction debris on a regular basis.

Section 6.4. Hazardous Wastes. Lessee shall not use, store, dispose of or release on the Lease Premises or Lessor Property or cause or permit to be used, stored, disposed of or released on the Lease Premises as a result of Lessee's activities, any Hazardous Substances, except in such quantities as may be required connection with: (i) the construction, operation and/or maintenance of the Facility; and (ii) Lessor's in normal business operations, and, in each case, only in compliance with Environmental Laws.

Section 6.5. Insurance.

(a) Lessee shall obtain and maintain in force the following policies of insurance covering the Facility and Lessee's activities on the Lease Premises and Lessor Property at all times during the Lease Term: comprehensive general liability insurance with coverage for property damage and for bodily injury or death to any person on a per occurrence basis, and such other insurance and liability limits as is required by Minnesota State law. Such insurance coverage for the Facility, Lease Premises, Access Premises and Distribution Premises may be provided as part of a blanket policy that covers other facilities or properties as well. Any such policies shall name Lessor as an additional insured and shall provide for thirty (30) days prior written notice to Lessor of any cancellation or material change.

(b) Lessor shall procure and maintain comprehensive general liability insurance with respect to the Lessor Property and any improvements thereon, and its related activities with coverage for property damage and for bodily injury or death to any person on a per occurrence basis; and such other coverage and liability limits as required by Minnesota State law, and shall name Lessee as an additional insured.

(c) Each party shall provide copies of certificates of insurance reflecting the required policies and coverage upon request by the other party.

Section 6.6. Notice of Access. Without limiting or reducing the rights of access granted to Lessee pursuant to this Agreement, to the extent Lessee's access to the Facility can only be accomplished by entry to, on, through or over the Lessor Property and outside the Access Easement, Lessee agrees to give Lessor reasonable notice

before any entry in, through or over the applicable Lessor Property by Lessee or its agents, employees and contractors. Notwithstanding this provision, Lessee shall be permitted to enter the Lease Premises at all times in case of an Emergency related to the Facility without prior notice, and Lessee shall notify Lessor as soon as practicable after any such entry.

Section 6.7. Relationship with Utility. Lessee shall be solely responsible for the negotiation and performance of any agreement with Utility or any other purchaser of the electricity generated by the Facility, and any sale agreements by which Environmental Attributes are conveyed. Lessor agrees to cooperate with Lessee in this respect by providing information in its possession, custody or control upon reasonable request.

Section 6.8. Utilities. Lessee shall pay for all water, electric, telecommunications and any other utility services used by the Facility or Lessee on the Lease Premises.

Section 6.9. Interconnection of Electrical Facilities. If the Facility is constructed, Lessee shall interconnect the Facility Utility's electrical system at the location and in the manner described in Exhibit C ("Interconnection Point") unless otherwise required by Utility. Lessor agrees to permit Lessee to interconnect the Facility with Utility on the Lessor Property, if applicable, and to deliver electricity to Utility at the Utility Interconnection Point. As between Lessor and Lessee, Lessee shall be responsible for all costs of procuring, installing, maintaining and operating any equipment or facilities necessary to interconnect the Facility at the Utility Interconnection Point. Lessee shall design, install, operate and maintain all interconnection facilities and equipment, meters and other electrical equipment so as to minimize or prevent any adverse effect on Lessor, Lessor Improvements or Lessor's operations and activities on the Lessor Property.

ARTICLE VII LESSOR COVENANTS

Lessor covenants, represents and warrants to Lessee as follows:

Section 7.1. Title and Authority. Lessor is the sole owner of the Lessor Property, Lessor Improvements, Easement Premises and Lease Premises in fee simple and each person or entity signing the Agreement on behalf of Lessor has the full and unrestricted authority to execute and deliver this Agreement and to grant the easements and rights granted herein. All persons having any ownership interest in the Lessor Property, Lessor Improvements, Easement Premises and Lease Premises (including spouses) are signing this Agreement as Lessor. When signed by Lessor, this Agreement constitutes a valid and binding agreement enforceable against Lessor in accordance with its terms. There are no encumbrances or liens against the Lease Premises except as listed on Exhibit F. There are no leases or agreements, including crop farmer leases, affecting the Lease Premises, except as set forth on Exhibit F. Lessor agrees to deliver any documents necessary to correct any title defects which would, if not corrected,

adversely affect Lessee's rights hereunder or its ability to obtain and maintain financing of the Facility.

Section 7.2. Quiet Enjoyment. Lessor covenants that Lessee shall have the right of quiet use and enjoyment of the Lease Premises, Access Premises and Distribution Premises for the Lease Term in accordance with the terms of this Agreement without any interference of any kind by Lessor or any person claiming through Lessor. Lessor and its activities on the Lease Premises, Access Premises and Distribution Premises and any grant of rights Lessor makes to any other person shall not interfere with any of Lessee's activities pursuant to this Agreement, and Lessor shall not interfere or allow interference with the receipt of sunlight over the Easement Premises or otherwise engage in activities which might impede or decrease the output or efficiency of the Facility, except as otherwise permitted pursuant to this Agreement.

Section 7.3. Hazardous Materials. Lessor shall not use, store, dispose of or release on the Lease Premises or cause or permit to be used, stored, disposed of or released on the Lease Premises as a result of Lessor's operations, any Hazardous Substance, except in such quantities as may be required in its normal business operations and only if such use is not harmful to Lessee and is in full compliance with all applicable laws. Lessor represents to Lessee that as of the date of this Agreement, to the best of Lessor's knowledge, there are no Hazardous Substances on, in or under the Lease Premises, Lessor Property, or any improvements thereon, in violation of Environmental Laws.

Section 7.4. Cooperation. Lessor shall cooperate with Lessee to obtain non-disturbance and subordination agreements from any person or entity with a lien, encumbrance, mortgage, lease or other exception to Lessor's fee title to the Lease Premises, Access Premises, and Distribution Premises to the extent necessary to eliminate any actual or potential interference by any such lienholder with any rights granted to Lessee under this Agreement. Lessor shall also cooperate with Lessee to obtain and maintain any approvals, authorization and permits needed in connection with the analysis, development, construction, maintenance, and operation of the Facility. Lessor shall also provide Lessee with such further assurances and shall execute any estoppels certificates, consents to assignments or additional documents that may be reasonably necessary for recording purposes or requested by Lessee or any of its Lenders.

Section 7.5. Environmental Attributes, Energy and Capacity; Tax Incentives.

(a) Lessor acknowledges that Lessee retains all rights to any Environmental Attributes arising from the Facility and the electricity and capacity produced by the Facility irrespective of whether Lessor consumes or uses any of the electricity generated by the Facility and that Lessor has no title or right to any such Environmental Attributes related

to, arising from or associated with the Facility or any electrical capacity or energy created by the Facility.

(b) For the avoidance of doubt, Lessee's Environmental Attributes include all rights to report, market and otherwise receive credit for the creation of electricity using the Facility. Lessor agrees not to publicize, report, market or otherwise take credit for the creation or use of the Environmental Attributes or electricity from the Facility in any manner which would interfere with the Lessee's rights to such Environmental Attributes or diminish the value of Lessee's Environmental Attributes. Lessee shall have the right to sell any or all such Environmental Attributes to another person in its sole discretion. Lessor and Lessee shall cooperate to identify appropriate public statements which Lessor may use regarding the Facility that will not interfere with Lessee's Environmental Attributes.

(c) Any grant, rebate, incentive payment, tax credit or any other cash or tax benefit arising from or associated with the installation or ownership of the Facility or the production of energy and capacity by the Facility, shall inure to the exclusive benefit of Lessee, including, but not limited to, any production tax credit or investment tax credit pursuant to 26 U.S.C. Sections 45 and 48 or any other U.S. federal tax credits based on energy investment or similar state tax law provisions. Lessor shall cooperate with Lessee in any applications for such benefits or credits to the extent Lessor's participation is necessary for eligibility, and if any such program or benefit requires the Lessor to be the recipient, Lessor agrees to assign or reimburse any such amounts received to Lessee.

Section 7.6. Drain Tile Work.

(a) If during the Lease Term, Lessor needs to perform maintenance work to Lessor's drain tiles on the Lessor Property or repair or replace the drain tiles on the Lessor Property ("Drain Tile Work"), Lessee agrees to cooperate and work with Lessor to achieve said Drain Tile Work. Lessee agrees to provide commercially reasonable assistance to Lessor and its agents, including providing one or more electrical engineers or other appropriately qualified personnel, as reasonably determined by Lessee, who can de-energize or disassemble portions of the Facility as identified by Lessor or its agents to allow access for inspection and maintenance. Lessor agrees to pay an hourly rate of \$100 for each man-hour in which the engineers or other personnel provided by Lessee are required to be available (as billed in minimum increments of four hours), but such hourly rate will be multiplied by 1.5 for any man-hour outside of normal business hours (Monday through Friday 8:00 A.M. through 6:00 P.M.).

(b) Lessor agrees to provide at least ten (10) days' notice to Lessee of its intention to perform said Drain Tile Work if it will require the relocation of any portion of the Facility. If a temporary relocation of any portion of the Facility is required to accommodate the Drain Tile Work, Lessor agrees to exercise commercially reasonable efforts to identify a technically feasible alternative location for the relocation portion of Facility which will not impede the Drain Tile Work. All Drain Tile Work by Lessor shall be

completed in commercially reasonable manner and with the goal of minimizing the disruption to Lessee's operations and the Facility. Notwithstanding the foregoing, Lessor shall be liable to Lessee for any costs or damages as a result of such relocation including, but not limited to, loss of business income or opportunity. Lessee shall move the effected Facility back to its original location after the Drain Tile Work is completed unless the parties agree to utilize the relocated area permanently. The cost of relocating the Facility to accommodate Drain Tile Work shall be paid by Lessor.

ARTICLE VIII INDEMNIFICATION

Section 8.1. Indemnification. Each party (the "Indemnifying Party") agrees to defend, indemnify and hold harmless the other party and the other party's officers, directors, employees, representatives, mortgagees and agents (collectively the "Indemnified Party") against any and all losses, damages, claims, fines, penalties, expenses and liabilities for physical damage to property and for death or physical injury to any person, including, without limitation, reasonable attorneys' fees and consequential damages ("Damages"), to the extent resulting from or arising out of (i) any operations or activities of the Indemnifying Party on the Lessor Property or Lease Premises; (ii) any negligent or intentional act or omission on the part of the Indemnifying Party; or (iii) any breach of this Agreement by the Indemnifying Party. Nothing in this Section shall relieve Lessor or Lessee of any liability to the other for any breach of this Agreement. This indemnification obligation shall apply notwithstanding any negligent or intentional acts, errors or omissions of the Indemnified Parties but the Indemnifying Party's liability to pay damages to the Indemnified Party shall be reduced in proportion to the percentage by which the Indemnified Party's negligence or intentional acts, errors or omissions caused the Damages. Notwithstanding the foregoing, Lessor shall be solely responsible for and shall indemnify, defend and hold harmless Lessee and its officers, directors employees, representatives, mortgagees and agents from and against any and all Damages (including any costs of environmental investigation and/or remediation) resulting from any violation of Environmental Law or the use, presence or release of Hazardous Substances at, on, under or from the Lessor Property or Premises (i) occurring prior to the date of this Agreement, or (ii) by any person, operation or activity other than the operations and activities of Lessee, including the migration of Hazardous Substances onto the Lessor Property or Premises from any off-site source. Neither Party shall be indemnified for its Damages resulting from its sole negligence or intentional wrongful acts. These indemnity provisions shall not be construed to relieve any insurer of its obligations to pay claims consistent with the provisions of a valid insurance policy. This indemnification provision shall survive the expiration or termination of this Agreement.

ARTICLE IX ASSIGNMENT; ENCUMBRANCE OF LEASE PREMISES

Section 9.1. Right to Encumber.

(a) Lessee may at any time mortgage, pledge or encumber all or any part of its interest in the Lease Premises and rights under this Agreement and/or enter into a collateral assignment of all or any part of its interest in the Lease Premises or rights under this Agreement to any Lender without the consent of Lessor. Any Lender shall have no obligations under this Agreement until such time as it exercises its rights to acquire Lessee's interests subject to the lien of Lender's mortgage by foreclosure or otherwise assumes the obligations of Lessee directly. Lessee shall notify Lessor of the identity and notice address for any Lender, but failure to do so will not be a default under this Agreement.

(b) Lessor and Lessee agree that, once all or any part of Lessee's interests in the Lease Premises are mortgaged or assigned to a Lender, they will not modify or terminate this Agreement without the prior written consent of the Lender. Lessor agrees to cooperate with any lender and agrees to consider and negotiate in good faith any modifications to this Agreement which may be requested by any Lender; provided, that such changes do not alter the fundamental economic terms of this Agreement. In connection with any assignment by Lessee or the Lenders, Lessor agrees to execute any consent, estoppel or acknowledgement in form and substance reasonably acceptable to such Lenders.

(c) Lessor agrees that any Lender shall have the right to make any payment and to do any other act or thing required to be performed by Lessee under this Agreement, and any such payment, act or thing performed by Lender shall be effective to prevent or cure a default under this Agreement and any forfeiture of any of Lessee's rights under this Agreement as if done by Lessee itself.

(d) During the time all or any part of Lessee's interests in the Lease Premises are mortgaged or assigned to any Lender, if Lessee defaults under any of its obligations and Lessor is required to give Lessee notice of the default Lessor shall also be required to give Lender notice of the default. If Lessor becomes entitled to terminate this Agreement due to an uncured default by Lessee, Lessor will not terminate this Agreement unless it has first given written notice of the uncured default and of its intent to terminate this Agreement to the Lender and has given the Lender at least thirty (30) days to cure the default to prevent termination of this Agreement. If such default cannot reasonably be cured within such thirty (30) day period, or if within such thirty (30) day period the Lender notifies the Lessor that it must foreclose on Lessee's interest or otherwise take possession of Lessee's interest under this Agreement or enforce another remedy available to Lender with respect to Lessee in order to cure the default, Lessor shall not terminate this Agreement and shall permit the Lender a sufficient period of time as may be necessary for the Lender, with the exercise of due diligence, to foreclose, acquire Lessee's interest under this Agreement or otherwise enforce its remedies with respect to Lessee, and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Lessee. The time within which Lender must foreclose, acquire Lessee's interest or otherwise enforce its remedies with respect to Lessee shall be extended to the extent Lender is prohibited by an order or injunction issued by a court

or the operation of any bankruptcy or insolvency law from commencing or prosecuting the necessary foreclosure or acquisition. In no event, however, shall any Lender be required to cure any default that is not reasonably susceptible of being cured or performed by such Lender, and any such defaults shall be deemed waived.

(e) The acquisition of all or any part of Lessee's interests in this Agreement by any Lender through foreclosure or other judicial or non-judicial proceedings in the nature of foreclosure, or by any conveyance in lieu of foreclosure, shall not require the consent of Lessor nor constitute a breach or default of this Agreement by Lessee, and upon the completion of the acquisition or conveyance Lessor shall acknowledge and recognize Lender as Lessee's proper successor under this Agreement upon Lender's cure of any existing Lessee defaults and assumption of the obligations of Lessee under this Agreement prospectively.

(f) In the event this Agreement is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Lessor agrees, upon request by any Lender within sixty (60) days after the rejection or termination, to execute and deliver to Lessee or Lender a new lease for the Lease Premises which (i) shall be effective as of the date of the rejection or termination of this Agreement, (ii) shall be for a term equal to the remainder of the term of this Agreement before giving effect to such rejection or termination, and (iii) shall contain the same terms, covenants, agreements, provisions, conditions and limitations as are contained in this Agreement (except for any obligations or requirements which have been fulfilled by Lessee or Lender prior to rejection or termination). Prior to the execution and delivery of any such new lease, Lessee, or Lender shall (i) pay Lessor any amounts which are due Lessor from Lessee, (ii) pay Lessor any and all amounts which would have been due under this Agreement but for the rejection or termination from the date of the rejection or termination to the date of the new lease and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements to be performed by Lessee under this Agreement to the extent Lessee failed to perform them prior to the execution and delivery of the new lease.

Section 9.2. Assignment. Lessee may assign, sublease, transfer or convey its interests in this Agreement to an affiliate or subsidiary of Lessee which will own, lease or otherwise control the Facility, or an entity through which succeeds to all or substantially all Lessee's assets, without Lessor's consent. Lessee may also assign, sublease, transfer or convey its interests in this Agreement to a third party without Lessor's consent, provided that (i) any such assignment or conveyance shall not be for a period beyond the Term of this Agreement; (ii) the assignee or transferee shall be subject to all of the obligations, covenants and conditions applicable to the Lessee; and (iii) Lessee shall not be relieved from liability for any of its obligations under this Agreement by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under this Agreement to the assignee or transferee and the assignee or transferee expressly agrees in writing to perform the Lessee's obligations, covenants and conditions. Any permitted assignee or transferee of Lessee's rights or interests under this Agreement shall be entitled to receive Lessor's performance of Lessor's obligations under this

Agreement and Lessor shall accept the assignee or transferee as the Lessee under this Agreement in all respects.

Section 9.3. Continuing Nature of Obligations; Memorandum.

(a) The easements and related rights granted by Lessor in this Agreement to Lessee are easements in gross, representing interests personal to and for the benefit of Lessee, its successors and assigns, as owner of the rights created by the easement. The easement and other rights granted by Lessor in this Agreement are independent of any lands or estates or interest in lands, there is no other real property benefiting from the easements and related rights granted in this Agreement and, as between the Lease Premises and other tracts of property, no tract is considered dominant or servient as to the other.

(b) The burdens of the easements and all other rights granted to Lessee in this Agreement shall run with and against the Lease Premises and the Easement Premises and shall be a charge and burden on the Lease Premises and the Easement Premises and shall be binding upon and against Lessor and its successors, assigns, permittees, licensees, lessees, employees and agents. The Lease Premises, including the easements and all other rights granted to Lessee in this Agreement, shall inure to the benefit of Lessee and its successors, assigns, permittees, licensees and lessees. Lessor acknowledges that it may not sell, transfer, lease, assign, mortgage, or otherwise encumber the Facility or Lessee's interest in and all other rights granted to Lessee in this Agreement and related easements, and any sale or conveyance of the Lessor Property or Lessor Improvements shall be subject to the leasehold and easement interests of Lessee in this Agreement.

(c) Lessor and Lessee shall execute, and Lessee shall have the right to record, a short form, recordable memorandum of this Agreement in a form provided by Lessee. Lessor hereby consents to the recordation of such memorandum, which will reflect basic terms of this Agreement, including, but not limited to, the solar easement as is required under Minnesota Statutes Section 500.30. Upon the expiration or termination of this Agreement, at the request of Lessor, Lessee agrees to provide a recordable acknowledgement of such expiration or termination to Lessee.

ARTICLE X CONDEMNATION; FORCE MAJEURE

Section 10.1. Condemnation. If eminent domain proceedings are commenced against all or any portion of the Lease Premises, and the taking and proposed use of such property would prevent or adversely affect Lessee's construction, installation or operation of the Facility on the Lease Premises or related facilities, the parties shall either amend this Agreement to reflect any necessary relocation of the Facility which will preserve the value and benefit of the Lease Premises to Lessee,

together with any corresponding payments, or, at Lessee's option, this Agreement shall terminate in which event neither party shall have any further obligations.

Section 10.2. Proceeds. All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Lessor, except that Lessee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any Facility or the loss of any of the Facility or the loss of use of the Lease Premises pursuant to this Agreement. Lessee shall have the right to participate in any condemnation proceedings to protect its Facility and its rights and interests under this Agreement.

Section 10.3. Force Majeure. Neither Lessor nor Lessee shall be liable to each other, or be permitted to terminate this Agreement, for any failure to perform an obligation of this Agreement to the extent such performance is prevented by a Force Majeure. For purposes of this Agreement, "Force Majeure" shall mean an event beyond the control of the party affected and which, by exercise of due diligence and foresight, could not reasonably have been avoided, and includes, but is not limited to, fire, earthquake, flood, hurricane, tornado, war, epidemics, riot or civil strife, strikes or labor disputes, or the action by any governmental authority to prohibit the performance of the applicable obligation for reasons not attributable to the affected party. The affected party shall notify the other party of the occurrence of the Force Majeure and its effect on performance of this Agreement and shall take all reasonable efforts to remove or overcome the effects of the Force Majeure preventing performance of its obligations under this Agreement.

ARTICLE XI MISCELLANEOUS

Section 11.1. Notice. Notices, consents or other documents required or permitted by this Agreement must be given by personal delivery, reputable overnight courier, or U.S. certified mail postage prepaid and shall be sent to the respective parties as follows:

To Lessor: City of Grand Rapids
Attn: City Administrator
420 No. Pokegama Ave.
Grand Rapids, MN 55744

Itasca County
Attn: County Administrator
123 NE 4th St.,
Grand Rapids, MN 55744

To Lessee: USS Itasca Clean Energy LLC

100 North 6th Street, Suite 218C
Minneapolis, MN 55403
Attention: Real Estate Notices

Notice shall be deemed delivered upon receipt or refusal, if personally delivered, upon the date of actual delivery or refusal shown on the courier's delivery receipt if sent by overnight courier, and on the fourth business day after deposit in the U.S. mail if sent by certified mail. Any party may change the address for notice by notice to the other party.

Section 11.2. No Third Party Beneficiaries. Nothing in this Agreement shall be construed to create any duty to, or standard of care with reference to, or liability to, any person not a party to this Agreement. Except for the rights of Lenders set forth above and the successors and assigns of Lessee and Lessor, no provision of this Agreement is intended to nor shall it in any way inure to the benefit of any third party so as to constitute any such person a third party beneficiary under this Agreement, or of any one or more of the terms of this Agreement, or otherwise give rise to any cause of action in any person not a party to this Agreement.

Section 11.3. Entire Agreement.

(a) It is mutually understood and agreed that this Agreement constitutes the entire agreement between Lessor and Lessee and supersedes any and all prior oral or written understandings, representations or statements, and that no understandings, representations or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Agreement. This Agreement may not be amended except in a writing executed by both parties.

(b) If, at any time during the term of this Agreement, Lessee deems it to be necessary or desirable to meet legal, regulatory or other requirements, Lessee may request that Lessor re-execute a new agreement substantially in the form of this Agreement with the same rents and with a term equal to the term of this Agreement remaining as of the date of execution of the new agreement, and Lessor shall execute and enter into the new agreement with Lessee or its designee.

Section 11.4. Governing Law; Legal Matters.

(a) This Agreement is made in Minnesota and shall be governed by the laws of the State of Minnesota. This instrument is exempt from Minnesota deed tax. If the parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, they agree that such dispute shall be resolved in a state court located in Minnesota.

(b) EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED

TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.

Section 11.5. Cooperation. Each of the parties, without further consideration, agrees to execute and deliver such additional documents and take such action as may be reasonably necessary to carry out the purposes and intent of this Agreement and to fulfill the obligations of the respective parties.

Section 11.6. Waiver. Neither party shall be deemed to have waived any provision of this Agreement or any remedy available to it unless such waiver is in writing and signed by the party against whom the waiver would operate. Any waiver at any time by either party of its rights with respect to any rights arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent or other matter.

Section 11.7. Relationship of Parties. The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This Agreement shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Lessor and Lessee or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either party. Lessor and Lessee shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other party.

Section 11.8. Confidentiality.

(a) The parties acknowledge that during the course of the performance of their respective obligations under this Agreement, either party may need to provide information to the other party that the disclosing party deems to be confidential, proprietary or a trade secret. Any such information that is marked confidential shall be treated confidential by the receiving party and shall not be disclosed to any other person without the prior consent of the disclosing party. Information shall not be considered confidential to the extent it is (i) already in the public domain through no act or omission of the receiving party; or (ii) was known to the receiving party at the time of the disclosure without a breach of this Agreement or any other confidentiality provision by the receiving party.

(b) Subject to the exceptions set forth in Section 11.8(a), Lessor shall keep confidential, whether marked as such or not, all information pertaining to the financial terms of or payments under this Agreement, Lessee's site design, any solar resource data with respect to the Lease Premises or otherwise obtained from Lessee, any information about any Utility contract to which Lessee is a party, the results of any studies

conducted as to the feasibility of the Facility, and any information about the performance of the Facility, including, in this respect, but not limited to, any information about possible issues with such performance. Lessor may disclose such information to its attorneys, accountants and personal financial advisors solely for use in connection with their representation and work for the Lessor; a bona fide prospective purchaser of the Lessor Property or Lessor Improvements who agrees to execute a confidentiality agreement acceptable in form and substance to Lessee; or pursuant to an order of a governmental authority with jurisdiction after having given Lessee notice of such order and the opportunity to oppose or seek a stay of the order.

Section 11.9. Severability. Should any provision of this Agreement be or become void, illegal or unenforceable, the validity or enforceability of the other provisions of this Agreement shall not be affected and shall continue in full force. The parties will, however, use their best efforts to agree on the replacement of the void, illegal or unenforceable provisions with legally acceptable clauses which correspond as closely as possible to the sense and purpose of the affected provision and this Agreement as a whole.

Section 11.10. Counterparts. This Agreement may be executed in two or more counterparts and by different parties on separate counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

Section 11.11. Multiple Land Owners. The following shall apply in the event that Lessor is comprised of two or more persons or entities at any time during the term of this Agreement. Any obligation under this Agreement for Lessee to pay Lessor any amount will be completely and unconditionally satisfied by payment of such amount by Lessee to the party named for Lessor in Section 11.1 at the address for such party given in Section 11.1, or such other single address designated by not less than thirty (30) days' prior written notice to Lessee signed by all parties then comprising Lessor. At Lessee's election such payment may be by joint check or checks payable to the Lessor parties known to Lessee. The parties comprising Lessor shall be solely responsible to notify Lessee in writing of any change in ownership of the Lease Premises or any portion thereof. Each of the parties comprising Lessor hereby irrevocably directs and authorizes Lessee to make all payments payable to Lessor under this Agreement and to provide all notices to Lessor under this Agreement directly to the party named in Section 11.1 as agent for all parties comprising Lessor, or to such other single person that all parties comprising Lessor shall direct by written notice to Lessee. The parties comprising Lessor shall be solely responsible for distributing their respective shares of such payments between themselves and agrees to resolve any dispute they might have between themselves, and shall not join Lessee in any such dispute.

Section 11.12. Burdens Run With and Against the Land. The burdens of the easements and related rights granted to Lessee in this Agreement shall run with and against the Lease Premises during the term of this Agreement and shall be a charge and burden on the Lease Premises and shall be binding upon and against Lessor and its

successors, assigns, permittees, licensees, lessees, employees and agents. This Agreement and the easements and related rights granted herein shall inure to the benefit of Lessee and its successors, assigns, permittees, licensees and project lessees.

[Signature Pages Follow]

LESSOR

As to Parcel No. 1:

City of Grand Rapids, a Minnesota municipal corporation

By: _____
 Name: _____
 Its: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by _____.

 Notary Public

My commission expires:

THIS INSTRUMENT DRAFTED BY:

Bruce Bedwell
 United States Solar Corporation
 100 N 6th St., Suite 410B
 Minneapolis, MN 55403
 612.260.2230

LESSOR

As to Parcel No. 2:

City of Grand Rapids, a Minnesota municipal corporation
as 50% tenant in common

By: _____
Name: _____
Its: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by _____.

Notary Public

My commission expires:

THIS INSTRUMENT DRAFTED BY:

Bruce Bedwell
United States Solar Corporation
100 N 6th St., Suite 410B
Minneapolis, MN 55403
612.260.2230

LESSOR

As to Parcel No. 2:
County of Itasca, Minnesota
 as 50% tenant in common

By: _____
 Name: _____
 Its: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by _____.

 Notary Public

My commission expires:

THIS INSTRUMENT DRAFTED BY:

Bruce Bedwell
 United States Solar Corporation
 100 N 6th St., Suite 410B
 Minneapolis, MN 55403
 612.260.2230

LESSOR

As to Parcel No. 3:

Grand Rapids / Itasca County Joint Airport Commision,

By the County of Itasca, Minnesota,
Its authorized signatory

By: _____
Name: _____
Its: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by _____.

Notary Public

My commission expires:

THIS INSTRUMENT DRAFTED BY:

Bruce Bedwell
United States Solar Corporation
100 N 6th St., Suite 410B
Minneapolis, MN 55403
612.260.2230

LESSOR

As to Parcel No. 4:

Grand Rapids - Itasca County Airport Commision,

By the County of Itasca, Minnesota,
Its authorized signatory

By: _____
Name: _____
Its: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by _____.

Notary Public

My commission expires:

THIS INSTRUMENT DRAFTED BY:

Bruce Bedwell
United States Solar Corporation
100 N 6th St., Suite 410B
Minneapolis, MN 55403
612.260.2230

Bruce Bedwell
United States Solar Corporation
100 N 6th St., Suite 410B
Minneapolis, MN 55403
612.260.2230

EXHIBIT A

Description of Premises, Lessor Property, and Access Premises

1. Lessor Property

Four tract(s) in Itasca County, Minnesota described as follows:

Property ID: 91-033-1309 (Parcel No. 1)

That part of the South one-half of the North one-half of the Southwest Quarter of the Northeast Quarter, Section 33, Township 55 North, Range 25 West, Itasca County, Minnesota lying westerly of the following described line:

Commencing at the northwest corner of said Southwest Quarter of the Northeast Quarter; thence South 01 degrees 24 minutes 51 seconds East, assigned bearing, along the west line of said Southwest Quarter of the Northeast Quarter, 658.39 feet to the south line of the North one-half of said Southwest Quarter of the Northeast Quarter; thence North 89 degrees 42 minutes 25 seconds East, along said south line, 927.27 feet to the point beginning of the line to be herein described; thence North 38 degrees 37 minutes 42 seconds East 423.40 feet to the north line of said south one-half of the north one-half of the Southwest Quarter of the Northeast Quarter and said described line there terminating.

Property ID: 91-033-1306 (Parcel No. 2)

The North Quarter (N1/4) of the Southwest Quarter of the Northeast Quarter (SW1/4 of NE1/4), of Section Thirty-three (33), Township Fifty-five (55) North, Range Twenty-five (25), West of the 4th P.M., LESS the East Four Hundred Ten feet (E 410') thereof; Itasca County, Minnesota.

Property ID: 91-033-1201 (Parcel No. 3)

South One Quarter of the Northwest Quarter of the Northeast Quarter (S1/4 of NW1/4 NE1/4), Section Thirty-three (33), Township Fifty-five (55) North of Range Twenty-five (25) West of the Fourth Principal Meridian, Itasca County, Minnesota.

Property ID: 91-033-1301 (Parcel No. 4)

The East Four Hundred Ten feet (E. 410') of the North Quarter (N1/4) of the Southwest Quarter of the Northeast Quarter (SW1/4 NE1/4) of Section Thirty-three (33), Township

Fifty-five (55) North of Range Twenty-five (25) West of the Fourth Principal Meridian, Itasca County, Minnesota.

2. Lease Premises

Up to 15 acres of the four tracts comprising the Lessor Property as described above.

3. Access Premises and Distribution Premises

An Access Premises will be provided directly from an existing public road to the Lease Premises.

A Distribution Premises will be provided from the Lease Premises to the Interconnection Point.

EXHIBIT B

Description of Easement Premises

1. Easement Premises.

Up to 20 acres of the four tract in Itasca County, Minnesota.

EXHIBIT C

Interconnection Point

Interconnection of the Facility with Utility will be at the distribution pole located on one side of the Lessor Property, unless otherwise required by Utility.

EXHIBIT D

Rent

1. On the Lease Effective Date, Lessee shall pay Lessor \$1,000, as provided in Section 4.1(b).
2. During the Construction Period, Lessee shall pay Lessor Rent in an amount equal to \$250 per acre within the Lease Premises annually (paid quarterly, in advance), with the acreage determined after any adjustments to the size of the Lease Premises pursuant to Section 2.4.
3. From and after the Commercial Operation Date, Rent shall be equal to \$14,550 per year for the Lease Premises annually (paid quarterly in advance), subject to a 1% escalation per year on the anniversary of the Commercial Operation Date.

All amounts shall be prorated as applicable.

EXHIBIT E

Additional Defined Terms

The terms defined below, when capitalized and used in the Agreement, shall have the meanings given to them in this Exhibit E.

1. Emergency: Any condition or situation that, in the judgment of Lessor, Lessee or Utility (i) creates a risk of injury to any person or of material damage to property, including the Lessor Improvements or Facility; or (ii) adversely affects the ability of Utility to provide to Lessor, or Lessor to receive, safe and reliable electrical service at the Lessor Property.
2. Environmental Attributes: All attributes of an environmental or other nature that are created or otherwise arise from the Facility, generation of electricity using sunlight as a source of energy, either in its own right or in contrast to the generation of electricity using nuclear or fossil fuels or resources, including, but not limited to, tags, certificates or similar products or rights associated with solar energy as a “green” or “renewable” energy resource, including any and all environmental air quality credits, emissions reductions, allowances, offsets or other benefits related to the use of solar energy at the Lessor Property in a manner which reduces, displaces or offsets emissions resulting from fuel combustion pursuant to any existing or future international, federal, regional, state or local legislation, regulation, agreement or voluntary agreement, and the aggregate amount of credits, offsets or other benefits related to any environmental or renewable energy credit trading program, information system or tracking system associated with the energy generated from the Facility, and any credits, allowances, offsets, or emission or pollution reductions for substances such as mercury, nitrogen oxide, sulfur dioxide, carbon dioxide, carbon monoxide, particulate matter, or other contaminants or air, water or soil under federal, state, regional or local law or any international regulatory or voluntary program, including the United Nations Framework Convention on Climate Change and related Kyoto Protocol and similar or successor programs, treaties, agreements, laws and regulations.
3. Environmental Law: All applicable federal, state and local laws, including statutes, regulations, rulings, orders, and legally binding governmental restrictions and requirements, relating to the production, handling, release, discharge, treatment or disposal of air pollutants, water pollutants, process waste water, Hazardous Substances, toxic substances or otherwise relating to the natural environment or natural resources, each as amended from time to time, including, but not limited to (i) the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.; (ii) the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.; (iii) the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. § 6901 et. seq.; (iv) the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq.; (v) the Toxic Substances Control Act, as amended, 15 U.S.C. § 2601 et seq.; (vi) Occupational Safety and Health Act of 1970; (vii) the Emergency Planning and

Community Right-to-Know Act, 42 U.S.C. § 11001 et seq.; and (viii) any other similar applicable federal, state or local law.

4. Hazardous Substance: (A) Any substance that is listed, defined, designated, classified or regulated under any Environmental Law as a (i) hazardous material, substance, constituent or waste, (ii) toxic material, substance, constituent or waste, (iii) radioactive material, substance, constituent or waste, (iv) dangerous material, substance, constituent or waste, (v) pollutant, (vi) contaminant, or (vii) special waste, including petroleum, petroleum products, polychlorinated biphenyls, pesticides and asbestos.

5. Lessor Improvements: The structures, facilities, fixtures, fences, tiling systems and other tangible property owned or controlled by Lessor and located on the Lessor Property.

6. Prudent Electric Industry Practice: Those methods and that equipment, as changed from time to time, that are commonly used and accepted in electrical engineering and operations to operate electrical equipment lawfully and with safety, dependability and efficiency, including, but not limited to, the requirements of the National Electric Safety Code, the National Electrical Code, Utility, and any Requirement of Law.

EXHIBIT F

Liens or Encumbrance

Leases Affecting the Lease Premises

_____(Top 3 inches Reserved for Recording Data)_____

MEMORANDUM OF LEASE AND SOLAR EASEMENT

THIS MEMORANDUM OF OPTION TO LEASE, LEASE AND SOLAR EASEMENT (this “**Memorandum**”), dated as of January __, 2021 (the “**Effective Date**”), is made by and between, City of Grand Rapids, a Minnesota municipal corporation, as 100% fee owner of Parcel No. 1, the City of Grand Rapids, a Minnesota municipal corporation, and County of Itasca, Minnesota, as equal tenants in common of Parcel No. 2, the Grand Rapids / Itasca County Joint Airport Commission, as 100% fee owner of Parcel No. 3, and the Grand Rapids – Itasca County Airport Commission, as 100% fee owner of Parcel No. 4, (collectively, “**Lessor**”) and **USS ITASCA CLEAN ENERGY LLC**, a Delaware limited liability company, whose address is 100 N 6th St., Suite 410B, Minneapolis, MN 55403 (“**Lessee**”).

A. Lessor is the owner of real property located in Itasca County, Minnesota, that is legally described in Exhibit A (the “**Lessor Property**”).

B. Lessor and Lessee have entered into that certain Option to Lease, Lease and Solar Easement (the “**Lease**”), having an effective date of January __, 2021, whereby Lessor leases to Lessee and Lessee leases from Lessor a portion of the Lessor Property (the “**Premises**”) for the purposes of the Facility (as defined below).

C. Lessor and Lessee wish to give record notice of the existence of the Lease.

NOW THEREFORE, in consideration sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

PURPOSE OF LEASE. THE LEASE IS SOLELY FOR SOLAR PHOTOVOLTAIC ENERGY GENERATION AND RELATED PURPOSES, AND THROUGHOUT THE TERM OF THE LEASE, LESSEE SHALL HAVE THE SOLE AND EXCLUSIVE RIGHT TO USE THE LESSOR PROPERTY FOR SUCH

PURPOSES. FOR PURPOSES OF THE LEASE, PHOTOVOLTAIC ENERGY GENERATION PURPOSES MEANS: (I) MONITORING, TESTING AND ASSESSING THE LESSOR PROPERTY FOR SOLAR PHOTOVOLTAIC ENERGY GENERATION, AND (II) DEVELOPING, CONSTRUCTING, INSTALLING, OPERATING, MAINTAINING, REPAIRING, AND REPLACING PHOTOVOLTAIC ELECTRIC ENERGY GENERATING EQUIPMENT, SUPPORTING STRUCTURES AND BALLASTS, INVERTERS, ELECTRICAL STORAGE AND TRANSFORMERS, FIXTURES, ELECTRIC DISTRIBUTION LINES, COMMUNICATION LINES, METERING EQUIPMENT, PERIMETER FENCING, INTERCONNECTION FACILITIES AND RELATED FACILITIES AND EQUIPMENT (COLLECTIVELY, THE "FACILITY") ON THE LESSOR PROPERTY. ANY IMPROVEMENTS, FIXTURES OR STRUCTURES THAT ARE NOT A PART OF THE FACILITY SHALL NOT BE INSTALLED ON THE LESSOR PROPERTY WITHOUT THE EXPRESS WRITTEN CONSENT OF LESSOR.

COMMERCIAL OPERATION DATE; TERM; RENEWAL TERMS. THE TERM OF THE LEASE ("TERM") SHALL COMMENCE UPON THE EFFECTIVE DATE AND CONTINUE UNTIL 11:59 PM ON THE TWENTY-FIFTH (25TH) ANNIVERSARY OF THE COMMERCIAL OPERATION DATE. THE "COMMERCIAL OPERATION DATE" SHALL BE THE FIRST DAY OF THE FIRST FULL MONTH AFTER THE FACILITY COMMENCES COMMERCIAL PRODUCTION AND SALE OF ELECTRICITY ON THE LESSOR PROPERTY UNDER ANY CONTRACT OR AGREEMENT OR OTHER ARRANGEMENT PURSUANT TO WHICH LESSEE SELLS THE ELECTRICITY AND RELATED ENVIRONMENTAL ATTRIBUTES (AS DEFINED IN THE LEASE) TO ANY PURCHASER THEREOF. THE PERIOD OF TIME BETWEEN THE EFFECTIVE DATE AND THE COMMERCIAL OPERATION DATE IS NOT EXPECTED TO EXCEED THREE (3) YEARS. IF THE COMMERCIAL OPERATION DATE DOES NOT OCCUR WITHIN THREE YEARS OF THE EFFECTIVE DATE OF THE LEASE, EXCEPT AS SUCH PERIOD MAY BE EXTENDED DUE TO FORCE MAJEURE OR BY AGREEMENT OF THE PARTIES, THEN, LESSEE MAY ELECT TO PAY THE RENT AMOUNT THAT WOULD OTHERWISE BE DUE FOLLOWING THE COMMERCIAL OPERATION DATE (IN WHICH CASE THE DATE OF SUCH PAYMENT SHALL BE DEEMED TO BE THE COMMERCIAL OPERATION DATE), AND IF LESSEE DOES NOT ELECT TO DO SO (OR IF THE COMMERCIAL OPERATION DATE DOES NOT OTHERWISE OCCUR) WITHIN NINETY (90) DAYS FOLLOWING THE EXPIRATION OF SUCH THREE-YEAR PERIOD (AS MAY BE EXTENDED AS PROVIDED IN THE LEASE), THEN EITHER LESSEE OR LESSOR MAY ELECT TO TERMINATE THE LEASE BY DELIVERING WRITTEN NOTICE TO THE OTHER TO SUCH EFFECT, IN WHICH CASE NEITHER LESSEE NOR LESSOR SHALL HAVE ANY FURTHER OBLIGATIONS UNDER THIS LEASE AND LESSEE SHALL HAVE NO FURTHER OBLIGATION TO PAY RENT TO LESSOR. LESSEE SHALL USE COMMERCIALY REASONABLE EFFORTS TO HAVE THE COMMERCIAL OPERATION DATE OCCUR ON OR BEFORE DECEMBER 31, 2019; PROVIDED, HOWEVER, THAT IF LESSEE IN ITS SOLE DISCRETION DETERMINES AT ANY TIME PRIOR TO THE CONSTRUCTION DATE (AS DEFINED IN THE LEASE) THAT THE LESSOR PROPERTY IS UNSUITABLE FOR THE FACILITY OR THAT A REQUIRED APPROVAL HAS NOT BEEN RECEIVED OR IS NOT LIKELY TO BE RECEIVED IN A TIMELY FASHION, LESSEE MAY TERMINATE THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS. LESSEE HAS OPTIONS TO EXTEND THE INITIAL TERM OF THE LEASE FOR THREE ADDITIONAL FIVE (5) YEAR TERMS COMMENCING IMMEDIATELY ON THE DAY THAT THE TERM WOULD OTHERWISE EXPIRE.

SOLAR EASEMENT. THE LEASE GRANTS TO LESSEE, FOR THE TERM OF THE LEASE, AN EXCLUSIVE SOLAR EASEMENT TO USE ALL SUNLIGHT WHICH NATURALLY ARRIVES AT THE PREMISES, INCLUDING AN EXCLUSIVE EASEMENT PROHIBITING ANY OBSTRUCTION TO THE FREE FLOW OF SUNLIGHT TO THE PREMISES THROUGHOUT THE ENTIRE AREA OF THE LESSOR

PROPERTY DESCRIBED ON EXHIBIT B OF THE LEASE (THE "EASEMENT PREMISES"), WHICH SHALL CONSIST HORIZONTALLY THREE HUNDRED AND SIXTY DEGREES (360°) FROM ANY POINT WHERE ANY PHOTOVOLTAIC GENERATING FACILITY IS OR MAY BE LOCATED AT ANY TIME FROM TIME TO TIME (EACH SUCH LOCATION REFERRED TO AS A "SOLAR SITE") AND FOR A DISTANCE FROM EACH SOLAR SITE TO THE BOUNDARIES OF THE EASEMENT PREMISES, TOGETHER VERTICALLY THROUGH ALL SPACE LOCATED ABOVE THE SURFACE OF THE EASEMENT PREMISES, THAT IS, ONE HUNDRED EIGHTY DEGREES (180°) OR SUCH GREATER NUMBER OR NUMBERS OF DEGREES AS MAY BE NECESSARY TO EXTEND FROM EACH POINT ON AND ALONG A LINE DRAWN ALONG THE PLANE FROM EACH POINT ALONG THE EXTERIOR BOUNDARY OF THE EASEMENT PREMISES THROUGH EACH SOLAR SITE TO EACH POINT AND ON AND ALONG SUCH LINE TO THE OPPOSITE EXTERIOR BOUNDARY OF THE EASEMENT PREMISES.

OTHER EASEMENTS. THE LEASE GRANTS TO LESSEE, FOR THE TERM OF THE LEASE, THE FOLLOWING EASEMENTS OVER, ACROSS AND ON THE LESSOR PROPERTY (A) A NON-EXCLUSIVE ACCESS EASEMENT ("ACCESS EASEMENT") THROUGH THE LESSOR PROPERTY FOR PURPOSES OF LESSEE'S ACCESS TO THE FACILITY ON THE PREMISES ("ACCESS PREMISES"), PURSUANT TO WHICH LESSEE MAY CONSTRUCT, USE AND/OR MAINTAIN A ROAD WITHIN THE ACCESS PREMISES AT LESSEE'S EXPENSE; (B) A NON-EXCLUSIVE EASEMENT ON AND THROUGH THAT PORTION OF THE LESSOR PROPERTY CONSISTING OF THE DISTRIBUTION PREMISES (AS DEFINED IN THE LEASE) FOR THE PURPOSE OF INSTALLING, OPERATING AND MAINTAINING AN ELECTRIC DISTRIBUTION LINE AND RELATED COMMUNICATION LINES BETWEEN THE FACILITY AND ELECTRICAL FACILITIES OWNED BY CERTAIN PURCHASERS OF ELECTRICITY AND RELATED ENVIRONMENTAL ATTRIBUTES; AND (C) AN EASEMENT AND LICENSE FOR THE FACILITY TO CREATE, CAUSE, INCREASE, ACCENTUATE, OR OTHERWISE CONTRIBUTE TO THE OCCURRENCE OF LIGHT, SHADOWS, SHADOW AND LIGHT FLICKERING, GLARE AND REFLECTION, ON AND ACROSS THE LESSOR PROPERTY. UNDER THE TERMS OF THE LEASE, LESSEE SHALL ALSO BE ENTITLED TO INGRESS AND EGRESS TO AND FROM ITS FACILITY AND APPURTENANT EQUIPMENT AND ELECTRICAL POWER LINES OVER THE PREMISES AND SUCH ADDITIONAL AREAS OF THE LESSOR PROPERTY AS SHALL BE REASONABLY NECESSARY TO ACCESS A PUBLIC ROADWAY OR ALLEY.

OWNERSHIP OF LESSEE'S IMPROVEMENTS; DISCLAIMER OF TITLE TO ENVIRONMENTAL ATTRIBUTES. THE FACILITY AND RELATED EQUIPMENT CONSTRUCTED, INSTALLED OR PLACED ON THE PREMISES AND WITHIN THE DISTRIBUTION PREMISES BY LESSEE PURSUANT TO THE LEASE SHALL BE THE SOLE PROPERTY OF LESSEE, AND LESSOR AGREES THAT IT SHALL HAVE NO OWNERSHIP OR OTHER INTEREST IN THE FACILITY AND RELATED EQUIPMENT OWNED BY LESSEE ON THE PREMISES OR WITHIN THE DISTRIBUTION PREMISES. THE FACILITY IS AND SHALL REMAIN PERSONALTY OF THE LESSEE, NOTWITHSTANDING ANY PRESENT OR FUTURE COMMON OWNERSHIP OF THE FACILITY AND THE PREMISES, AND IRRESPECTIVE OF WHETHER ANY OF THE FACILITY IS DEEMED TO BE A FIXTURE OR OTHERWISE PART OF THE LESSOR PROPERTY OR ANY IMPROVEMENTS ON THE LESSOR PROPERTY, AND LESSOR ACKNOWLEDGES THAT THE FACILITY IS AND SHALL REMAIN PERSONAL PROPERTY OF LESSEE IRRESPECTIVE OF THE MANNER OF ITS ATTACHMENT OR CONNECTION TO THE LESSOR PROPERTY. LESSOR ACKNOWLEDGES THAT LESSEE'S LENDERS MAY REQUEST A FIRST PRIORITY SECURITY INTEREST IN THE FACILITY AS COLLATERAL FOR FINANCING OF THE FACILITY, AND LESSOR CONSENTS TO THE GRANT BY LESSEE OF SUCH A SECURITY INTEREST, AND THE FILING OF INSTRUMENTS NECESSARY TO PERFECT SUCH A SECURITY INTEREST UNDER THE UNIFORM COMMERCIAL CODE IN THE FACILITY AS PERSONAL

PROPERTY OF THE LESSEE. LESSOR AGREES THAT ALL ENVIRONMENTAL ATTRIBUTES REMAIN THE PROPERTY OF LESSEE IRRESPECTIVE OF WHETHER LESSOR CONSUMES OR USES ANY OF THE ELECTRICITY GENERATED BY THE FACILITY, AND LESSOR HAS NO TITLE OR RIGHT TO ANY SUCH ENVIRONMENTAL ATTRIBUTES RELATED TO, ARISING FROM OR ASSOCIATED WITH THE FACILITY OR ANY ELECTRICAL CAPACITY OR ENERGY CREATED BY THE FACILITY. ANY GRANT, REBATE, INCENTIVE PAYMENT, TAX CREDIT OR ANY OTHER CREDIT, VALUE, TAX OR OTHER BENEFIT ARISING FROM OR ASSOCIATED WITH THE INSTALLATION OR OWNERSHIP OF THE FACILITY OR THE PRODUCTION OF ENERGY AND CAPACITY BY THE FACILITY, INCLUDING, BUT NOT LIMITED TO, ANY PRODUCTION TAX CREDIT OR INVESTMENT TAX CREDIT PURSUANT TO 26 U.S.C. SECTIONS 45 AND 48 OR SIMILAR STATE TAX LAW PROVISIONS; THE MADE-IN-MINNESOTA REBATES PURSUANT TO MINN. STAT. SECTION 116C.7791 (2013); AND THE REBATES AVAILABLE THROUGH NSP'S "SOLAR REWARDS" PROGRAM SHALL INURE TO THE EXCLUSIVE BENEFIT OF LESSEE.

RIGHT TO ENCUMBER; ASSIGNMENT. LESSEE MAY AT ANY TIME MORTGAGE, PLEDGE OR ENCUMBER ALL OR ANY PART OF ITS INTEREST IN THE LEASE AND RIGHTS UNDER THE LEASE AND/OR ENTER INTO A COLLATERAL ASSIGNMENT OF ALL OR ANY PART OF ITS INTEREST IN THE LEASE OR RIGHTS UNDER THE LEASE TO ANY ENTITY WITHOUT THE CONSENT OF LESSOR. LESSEE MAY ASSIGN, SUBLEASE, TRANSFER OR CONVEY ITS INTERESTS IN THE LEASE TO AN AFFILIATE OR SUBSIDIARY OF LESSEE WHICH WILL OWN, LEASE OR OTHERWISE CONTROL THE FACILITY, OR AN ENTITY THROUGH WHICH SUCCEEDS TO ALL OR SUBSTANTIALLY ALL LESSEE'S ASSETS, WITHOUT LESSOR'S CONSENT. LESSEE MAY ALSO ASSIGN, SUBLEASE, TRANSFER OR CONVEY ITS INTERESTS IN THE LEASE TO A THIRD PARTY WITHOUT LESSOR'S CONSENT, SUBJECT TO THE CONDITIONS SET FORTH IN THE LEASE. LESSOR ACKNOWLEDGES THAT IT MAY NOT SELL, TRANSFER, LEASE, ASSIGN, MORTGAGE, OR OTHERWISE ENCUMBER THE FACILITY OR LESSEE'S INTEREST IN THE LEASE AND RELATED EASEMENTS, AND ANY SALE OR CONVEYANCE OF THE LESSOR PROPERTY OR LESSOR IMPROVEMENTS SHALL BE SUBJECT TO THE LEASEHOLD AND EASEMENT INTERESTS OF LESSEE IN THE LEASE.

CONTINUING NATURE OF OBLIGATIONS. THE SOLAR EASEMENT AND RELATED RIGHTS AND EASEMENTS GRANTED BY LESSOR IN THE LEASE TO LESSEE ARE EASEMENTS IN GROSS, REPRESENTING INTERESTS PERSONAL TO AND FOR THE BENEFIT OF LESSEE, ITS SUCCESSORS AND ASSIGNS, AS OWNER OF THE RIGHTS CREATED BY THE EASEMENT. THE EASEMENT AND OTHER RIGHTS GRANTED BY LESSOR IN THE LEASE ARE INDEPENDENT OF ANY LANDS OR ESTATES OR INTEREST IN LANDS, THERE IS NO OTHER REAL PROPERTY BENEFITING FROM THE SOLAR EASEMENT AND RELATED RIGHTS GRANTED IN THE LEASE AND, AS BETWEEN THE PREMISES AND OTHER TRACTS OF PROPERTY, NO TRACT IS CONSIDERED DOMINANT OR SERVIENT AS TO THE OTHER. THE BURDENS OF THE SOLAR EASEMENT AND ALL OTHER RIGHTS GRANTED TO LESSEE IN THE LEASE SHALL RUN WITH AND AGAINST THE PREMISES AND THE EASEMENT PREMISES AND SHALL BE A CHARGE AND BURDEN ON THE PREMISES AND THE EASEMENT PREMISES AND SHALL BE BINDING UPON AND AGAINST LESSOR AND ITS SUCCESSORS, ASSIGNS, PERMITTEES, LICENSEES, LESSEES, EMPLOYEES AND AGENTS. THE LEASE, INCLUDING THE SOLAR EASEMENT, SHALL INURE TO THE BENEFIT OF LESSEE AND ITS SUCCESSORS, ASSIGNS, PERMITTEES, LICENSEES AND LESSEES.

SURVIVAL OF COVENANTS. THE PARTIES ACKNOWLEDGE THAT THE COVENANTS, CONDITIONS, RIGHTS AND RESTRICTIONS IN FAVOR OF LESSEE UNDER THE LEASE, INCLUDING, BUT NOT LIMITED TO, THE EASEMENT DESCRIBED IN SECTION 3 AND 4 HEREOF, AND LESSEE'S USE OF AND BENEFIT FROM THOSE COVENANTS, CONDITIONS, RIGHTS AND RESTRICTIONS, MAY CONSTITUTE A PORTION OF A LARGER SET OF FACILITIES SERVING SEVERAL SOLAR ENERGY FACILITIES WITH WHICH THE FACILITY WILL SHARE STRUCTURAL AND TRANSMISSION COMPONENTS, INGRESS AND EGRESS, UTILITY ACCESS, AND OTHER SUPPORT, ALL OF WHICH ARE SPECIFICALLY DESIGNED TO BE INTERRELATED AND INTEGRATED IN OPERATION AND USE FOR THE FULL LIFE OF THE FACILITY, AND THAT THE COVENANTS, CONDITIONS, RIGHTS AND RESTRICTIONS IN FAVOR OF LESSEE PURSUANT TO THE LEASE SHALL NOT BE DEEMED NOMINAL, INVALID, INOPERATIVE OR OTHERWISE BE DISREGARDED WHILE ANY PORTION OF THE FACILITY OR RELATED SOLAR PROJECTS OR FACILITIES REMAIN OPERATIONAL.

LANDOWNER ACTIVITIES. LESSOR USES THE LESSOR PROPERTY FOR AGRICULTURAL PURPOSES. LESSEE RESERVES THE RIGHT TO RELOCATE OR RECONFIGURE THE FACILITY UPON THE PREMISES DURING THE TERM OF THIS LEASE. LESSEE AGREES TO COOPERATE WITH LESSOR TO LOCATE THE FACILITY ON THE PREMISES IN A MANNER THAT MINIMIZES INTERFERENCE WITH AGRICULTURAL OR BUSINESS OPERATIONS OF LESSOR OR LESSOR'S TENANTS, TO THE EXTENT CONSISTENT WITH LESSEE'S PLANNED USE OF THE PREMISES.

PURPOSE OF THIS MEMORANDUM. THIS MEMORANDUM HAS BEEN EXECUTED, DELIVERED AND RECORDED FOR THE PURPOSE OF GIVING NOTICE OF THE LEASE, EASEMENTS, AND OTHER RIGHTS IN ACCORDANCE WITH THE TERMS, COVENANTS AND CONDITIONS OF THE LEASE. THE TERMS AND CONDITIONS OF THE LEASE ARE INCORPORATED BY REFERENCE INTO THIS MEMORANDUM AS IF SET FORTH FULLY HEREIN AT LENGTH. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS AND PROVISIONS OF THE LEASE AND THIS MEMORANDUM, THE LEASE SHALL CONTROL.

[Signature pages follow]

IN WITNESS WHEREOF, each of the parties hereto has executed and delivered this Memorandum as of the day and year first above written.

LESSEE: USS ITASCA CLEAN ENERGY LLC
a Delaware limited liability company

By: _____
Name: Reed Richerson
Title: Vice President

STATE OF MINNESOTA

COUNTY OF _____

This instrument was acknowledged before me on _____ by Reed Richerson, the Vice President of USS Itasca Clean Energy LLC, a Delaware limited liability company, on behalf of the company

Name Printed:

(SEAL)

THIS INSTRUMENT DRAFTED BY:

Bruce Bedwell
United States Solar Corporation
100 N 6th St., Suite 410B
Minneapolis, MN 55403
612.260.2230

LESSOR
As to Parcel No. 1:
City of Grand Rapids, a Minnesota municipal corporation

By: _____
Name: _____
Its: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by _____.

Notary Public
My commission expires:

THIS INSTRUMENT DRAFTED BY:

Bruce Bedwell
United States Solar Corporation
100 N 6th St., Suite 410B
Minneapolis, MN 55403
612.260.2230

LESSOR
As to Parcel No. 2:
City of Grand Rapids, a Minnesota municipal corporation
as 50% tenant in common

By: _____
Name: _____
Its: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by _____.

Notary Public
My commission expires:

THIS INSTRUMENT DRAFTED BY:

Bruce Bedwell
United States Solar Corporation
100 N 6th St., Suite 410B
Minneapolis, MN 55403
612.260.2230

LESSOR
As to Parcel No. 2:
County of Itasca, Minnesota
as 50% tenant in common

By: _____
Name: _____
Its: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by _____.

Notary Public
My commission expires:

THIS INSTRUMENT DRAFTED BY:

Bruce Bedwell
United States Solar Corporation
100 N 6th St., Suite 410B
Minneapolis, MN 55403
612.260.2230

LESSOR

As to Parcel No. 3:

Grand Rapids / Itasca County Joint Airport Commision,

By the County of Itasca, Minnesota,
Its authorized signatory

By: _____

Name: _____

Its: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by _____.

Notary Public

My commission expires:

THIS INSTRUMENT DRAFTED BY:

Bruce Bedwell

United States Solar Corporation

100 N 6th St., Suite 410B

Minneapolis, MN 55403

612.260.2230

LESSOR
As to Parcel No. 4:
Grand Rapids - Itasca County Airport Commision,

By the County of Itasca, Minnesota,
Its aurtherized signatory

By: _____
Name: _____
Its: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by _____.

Notary Public
My commission expires:

THIS INSTRUMENT DRAFTED BY:

Bruce Bedwell
United States Solar Corporation
100 N 6th St., Suite 410B
Minneapolis, MN 55403
612.260.2230

EXHIBIT A TO
MEMORANDUM OF LEASE AND SOLAR EASEMENT

Description of Premises, Lessor Property, and Access Premises

1. Lessor Property

Four tract(s) in Itasca County, Minnesota described as follows:

Property ID: 91-033-1309 (Parcel No. 1)

That part of the South one-half of the North one-half of the Southwest Quarter of the Northeast Quarter, Section 33, Township 55 North, Range 25 West, Itasca County, Minnesota lying westerly of the following described line:
Commencing at the northwest corner of said Southwest Quarter of the Northeast Quarter; thence South 01 degrees 24 minutes 51 seconds East, assigned bearing, along the west line of said Southwest Quarter of the Northeast Quarter, 658.39 feet to the south line of the North one-half of said Southwest Quarter of the Northeast Quarter; thence North 89 degrees 42 minutes 25 seconds East, along said south line, 927.27 feet to the point beginning of the line to be herein described; thence North 38 degrees 37 minutes 42 seconds East 423.40 feet to the north line of said south one-half of the north one-half of the Southwest Quarter of the Northeast Quarter and said described line there terminating.

Property ID: 91-033-1306 (Parcel No. 2)

The North Quarter (N1/4) of the Southwest Quarter of the Northeast Quarter (SW1/4 of NE1/4), of Section Thirty-three (33), Township Fifty-five (55) North, Range Twenty-five (25), West of the 4th P.M., LESS the East Four Hundred Ten feet (E 410') thereof; Itasca County, Minnesota.

Property ID: 91-033-1201 (Parcel No. 3)

South One Quarter of the Northwest Quarter of the Northeast Quarter (S1/4 of NW1/4 NE1/4), Section Thirty-three (33), Township Fifty-five (55) North of Range Twenty-five (25) West of the Fourth Principal Meridian, Itasca County, Minnesota.

Property ID: 91-033-1301 (Parcel No. 4)

The East Four Hundred Ten feet (E. 410') of the North Quarter (N1/4) of the Southwest Quarter of the Northeast Quarter (SW1/4 NE1/4) of Section Thirty-three

(33), Township Fifty-five (55) North of Range Twenty-five (25) West of the Fourth Principal Meridian, Itasca County, Minnesota.

2. Lease Premises

Up to 15 acres of the four tracts comprising the Lessor Property as described above.

3. Access Premises and Distribution Premises

An Access Premises will be provided directly from an existing public road to the Lease Premises.

A Distribution Premises will be provided from the Lease Premises to the Interconnection Point.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 26, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1273

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Sarah Anderson

AGENDA ITEM:

IMCare Purchase of Service Agreement with Cirdan Health Systems

BOARD ACTION REQUESTED:

Authorize the IMCare Director and County Board chair to sign the Purchase of Service Agreement with Cirdan Health Systems.

BACKGROUND:

Authorize the IMCare Director and County Board chair to sign the Purchase of Service Agreement with Cirdan Health Systems for Actuarial services.

2021 Monthly Fixed Fees:

Encounter Data Submission Services \$32,500

Financial Reporting Services \$2,500

Total \$35,000

2020 Billing Rates/hour for ad hoc/special reporting*

Principal \$425 – \$550

Managing Consultant / Managing Actuary \$225 – \$360

Consultant / Consulting Actuary \$170 – \$250

Analyst / Actuarial Associate \$140 – \$205

Administrative Support \$65

There is no change in fees. Previously IMCare had many engagement letters and paid Cirdan on a per project basis. The creation of this contract is to give IMCare more oversight, but it doesn't have a scope of project or financial impact.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

01/19/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/26/2021 2:30 PM
----------------	--------------------------------	---------------------------------

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 26, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1274

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Sarah Anderson

AGENDA ITEM:

IMCare contract with Oak Hills Assisted Living; HH Operations, Inc.

BOARD ACTION REQUESTED:

Authorize IMCare Director and County Board chair to sign the contract between IMCare and Oak Hills Assisted Living; HH Operations, Inc. retro to 1/1/2021.

BACKGROUND:

Authorize IMCare Director and County Board chair to sign the contract between IMCare and Oak Hills Assisted Living; HH Operations, Inc. retro to 1/1/2021. This is due to a change in ownership and IMCare has been awaiting the updated insurance information which was effective 12/30/20.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

01/19/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/26/2021 2:30 PM
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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 26, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1286

DEPARTMENT: Health & Human Services

TIME REQUESTED: 5 Minutes

PRESENTER: Kelly Chandler

AGENDA ITEM:

Request for Hiring Authorization

BOARD ACTION REQUESTED:

Request authorization to hire one (1) Public Health Nurse position in the Public Health Division of the Health and Human Services Department, due to a resignation.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Hiring Request form - PH Nurse

01/19/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/26/2021 2:30 PM
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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 26, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1272

DEPARTMENT: Management Information Services **TIME REQUESTED:** 5 Minutes
PRESENTER: Chris Gunderson

AGENDA ITEM:

Authorize a Change in Allocation and Hiring Authorization

BOARD ACTION REQUESTED:

Authorize a change in allocation of one (1) vacant Grade-11 Network Telecommunications Specialist position to a Grade-12 Senior System Engineer position and authorize filling the position.

BACKGROUND:

Information Technology plays a crucial role in the on-going ability of the County to meet Public Safety, Public Health, and other critical community service functions for County Residents. Over time, the increasing complexity of Itasca County's information systems has resulted in a requirement for significantly more technical knowledge, willingness to work outside of normal business hours, and ability to stay up-to-date on emerging technologies and technology threats. Creation of a Senior System Engineer is the second step of re-organizing the department to better recognize the work being performed and to bring MIS more in line with industry standards.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Hiring Request form_Senior System Engineer

01/19/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/26/2021 2:30 PM
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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 26, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1277

DEPARTMENT: Environmental Services

TIME REQUESTED: 10 Minutes

PRESENTER: Daniel Swenson

AGENDA ITEM:

Joint Powers Agreement for Regional Solid Waste Management Plan

BOARD ACTION REQUESTED:

Approve the Joint Powers Agreement by the terms under which the parties will operate to accomplish completion of a regional solid waste management plan for Northeastern Minnesota.

BACKGROUND:

Burns and McDonnell ("Consultant") has been selected to facilitate development of a plan that will identify goals and strategies for a regional integrated solid waste management plan over a ten-year planning period (Project). In developing the plan, Consultant will gather and characterize demographic, geographic and regional information which impact waste generation and disposal for the seven County region. They will also gather solid waste collection data for residential, commercial and construction and demolition materials. The plan will contain a review of the region's existing solid waste management system and costs associated with operating and maintaining the existing system. As required by the MPCA, the plan will evaluate the alternatives to landfilling and provide an assessment of regional solid waste disposal alternatives.

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION:

1. 2020.01.13 SW Plan JPA- Version 4
2. Presentation to WLSSD

01/19/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/26/2021 2:30 PM
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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

JOINT POWERS AGREEMENT

This Joint Powers Agreement is made and entered into pursuant to Minn. Stat. § 471.59 this ____ day of _____, 2020, by and between the Sanitary Board of the Western Lake Superior Sanitary District, a political subdivision of the State of Minnesota (“District”), and Aitkin County, Minnesota, Carlton County, Minnesota, Koochiching County, Minnesota, Lake County, Minnesota, Cook County, Minnesota, Itasca County, Minnesota and St. Louis County, Minnesota, political subdivisions of the State of Minnesota (“Counties”).

RECITALS

A. The District is a political subdivision in the State of Minnesota with authority and responsibility to manage and dispose of wastewater and solid waste within its boundaries.

B. The County of Aitkin is a political subdivision of the State of Minnesota that is responsible for solid waste management within its boundaries

C. The County of Carlton is a political subdivision of the State of Minnesota that is responsible for solid waste management within its boundaries

D. The County of Koochiching is a political subdivision of the State of Minnesota that is responsible for solid waste management within its boundaries, except for the geographic boundary of the District.

E. The County of Cook is a political subdivision of the State of Minnesota that is responsible for solid waste management within its boundaries

F. The County of Lake is a political subdivision of the State of Minnesota that is responsible for solid waste management within its boundaries.

G. The County of Itasca is a political subdivision of the State of Minnesota that is responsible for solid waste management within its boundaries.

H. The County of St. Louis is a political subdivision of the State of Minnesota that is responsible for solid waste management within its boundaries, except for the geographic boundary of the District.

I. The District and the Counties desire to jointly work to facilitate a multi-county planning process leading to development of a regional solid waste management plan for Northeastern Minnesota.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the District and the Counties agree as follows:

1. The purpose of this Joint Powers Agreement is to set out the terms under which the parties will operate to accomplish completion of a regional solid waste management plan for Northeastern Minnesota.

2. The parties have selected Burns and McDonnell (“Consultant”) to facilitate development of a plan that will identify goals and strategies for a regional integrated solid waste management plan over a ten-year planning period (Project). In developing the plan, Consultant will gather and characterize demographic, geographic and regional information which impact waste generation and disposal for the seven County region. They will also gather solid waste collection data for residential, commercial and construction and demolition materials. The plan will contain a review of the region’s existing solid waste management system and costs associated with operating and maintaining the existing system. As required by the MPCA, the plan will evaluate the alternatives to landfilling and provide an assessment of regional solid waste disposal alternatives.

3. The District will enter into a contract with Consultant, on behalf of the parties, for completion of a final regional solid waste management plan to be submitted to the Minnesota Pollution Control Agency no later than April 10, 2023. Consultant will invoice the District for the contracted amounts and District will make timely payments of each invoice.

4. The proposed fee for the project is \$184,788. Payment of the costs of the Project will be divided by the parties based on population (data from the 2010 U.S. Census) as follows:

- Carlton County 11% (est. \$20,326.68)
- Lake County 3% (est. \$5,543.64)
- Cook County 2% (est. \$3,695.76)
- Itasca County 14% (est. \$25,870.32)
- St. Louis County (less WLSSD) 19% (est. \$35,109.72)
- Aitkin 5% (est. \$9,239.40)
- Koochiching 4% (est. \$7,391.52)
- WLSSD 42% (est. 77,610.96)

The District will invoice each of the Counties for their respective share of the costs of the Project. The first invoice will be sent on or about July 1, 2021 for 50% of the estimated contract cost. The balance of each Counties share of the costs will be invoiced upon completion of the Project. Along with the invoices to each County, District will provide copies of all of the Consultant invoices received by District. Each county shall remit payment to the District within 30 days of the receipt of the invoice from the District.

5. The parties through their authorized representative can mutually agree to change the scope of the Project. Any resulting increase or decrease in the cost of the Project will be shared by the parties based on the cost sharing formula set forth above.

6. If the parties receive any grant funding for the Project, the grant will be applied to reduce the overall cost of the Project, resulting in a credit to each party based on the cost sharing formula set forth above.

7. Any party can terminate its participation in the Project on 15 days written notice to all other parties. Alternatively, the terminating party may provide electronic notice to all parties. The effective date of termination will be 15 days following either the postmark date of mailing or the date of sending the electronic notice. The terminating party will be responsible for payment of its respective share of all costs invoiced or recorded by the consultant as of the effective date of termination.

8. This Agreement constitutes the entire Agreement and understanding between the parties hereto, and it shall not be modified, altered, changed or amended, except in a writing signed by both parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year indicated above.

**WESTERN LAKE SUPERIOR
SANITARY DISTRICT**

By: _____
Its: Board Chair

By: _____
Its: Secretary

AITKIN COUNTY

Chair of the Board of County
Commissioners

Attest: _____
County Auditor

APPROVED AS TO FORM:

By: _____
Aitkin County Attorney

CARLTON COUNTY

Chair of the Board of County
Commissioners

Attest: _____
County Auditor

APPROVED AS TO FORM:

By: _____
Carlton County Attorney

KOOCHICHING COUNTY

Chair of the Board of County
Commissioners

Attest: _____
County Auditor

APPROVED AS TO FORM:

By: _____
Koochiching County Attorney

LAKE COUNTY

Chair of the Board of County
Commissioners

Attest: _____
County Auditor

APPROVED AS TO FORM:

By: _____
Lake County Attorney

COOK COUNTY

Chair of the Board of County
Commissioners

Attest: _____
County Auditor

APPROVED AS TO FORM:

By: _____
Cook County Attorney

ITASCA COUNTY

Chair of the Board of County
Commissioners

Attest: _____
County Auditor

APPROVED AS TO FORM:

By: _____
Itasca County Attorney

ST. LOUIS COUNTY

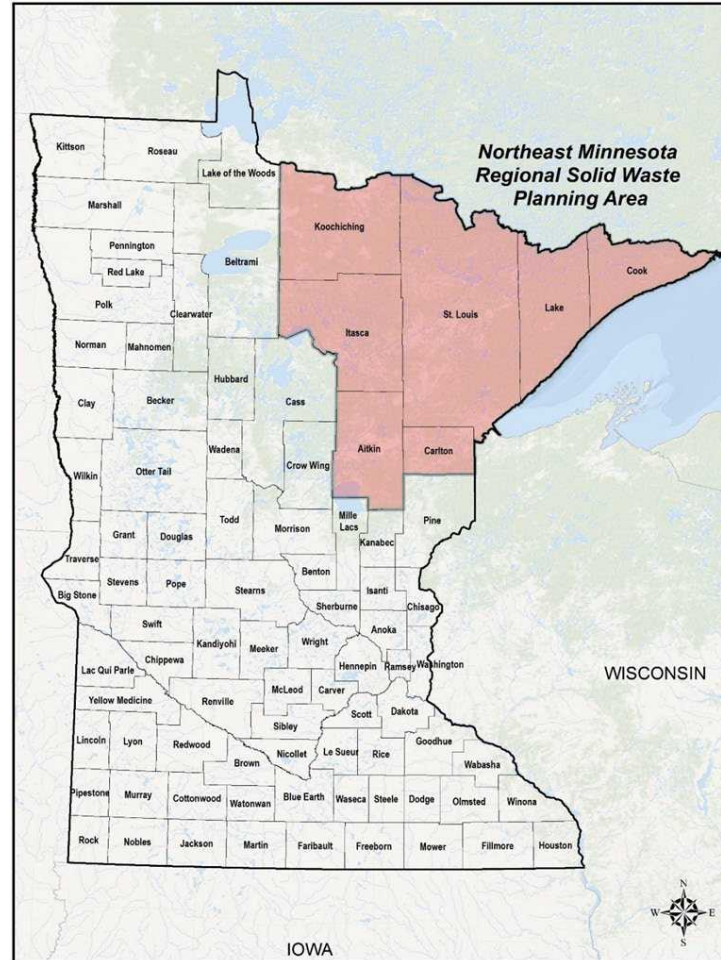
Chair of the Board of County
Commissioners

Attest: _____
County Auditor

APPROVED AS TO FORM:

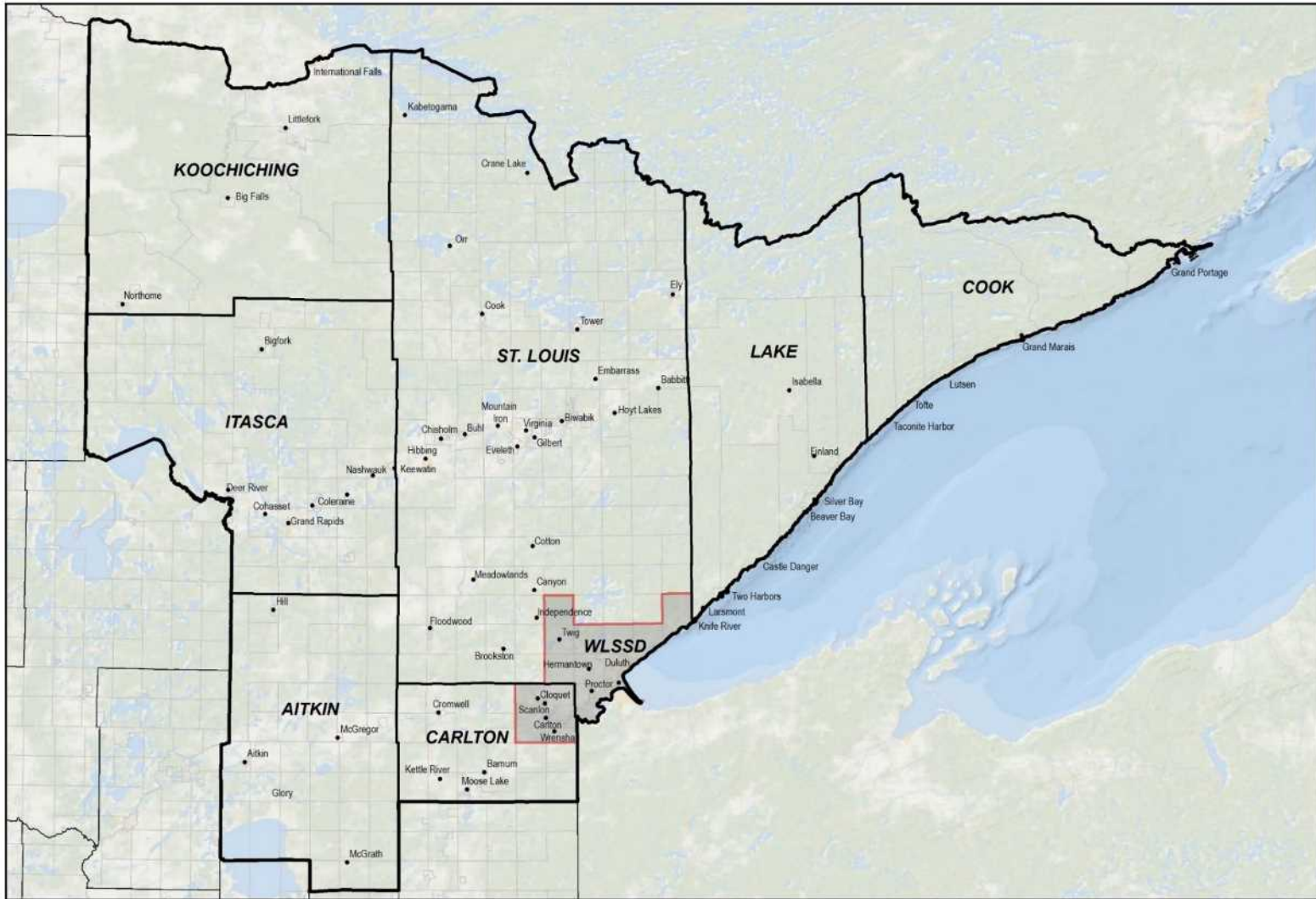
By: _____
St. Louis County Attorney

Regional Waste Management in NE Region

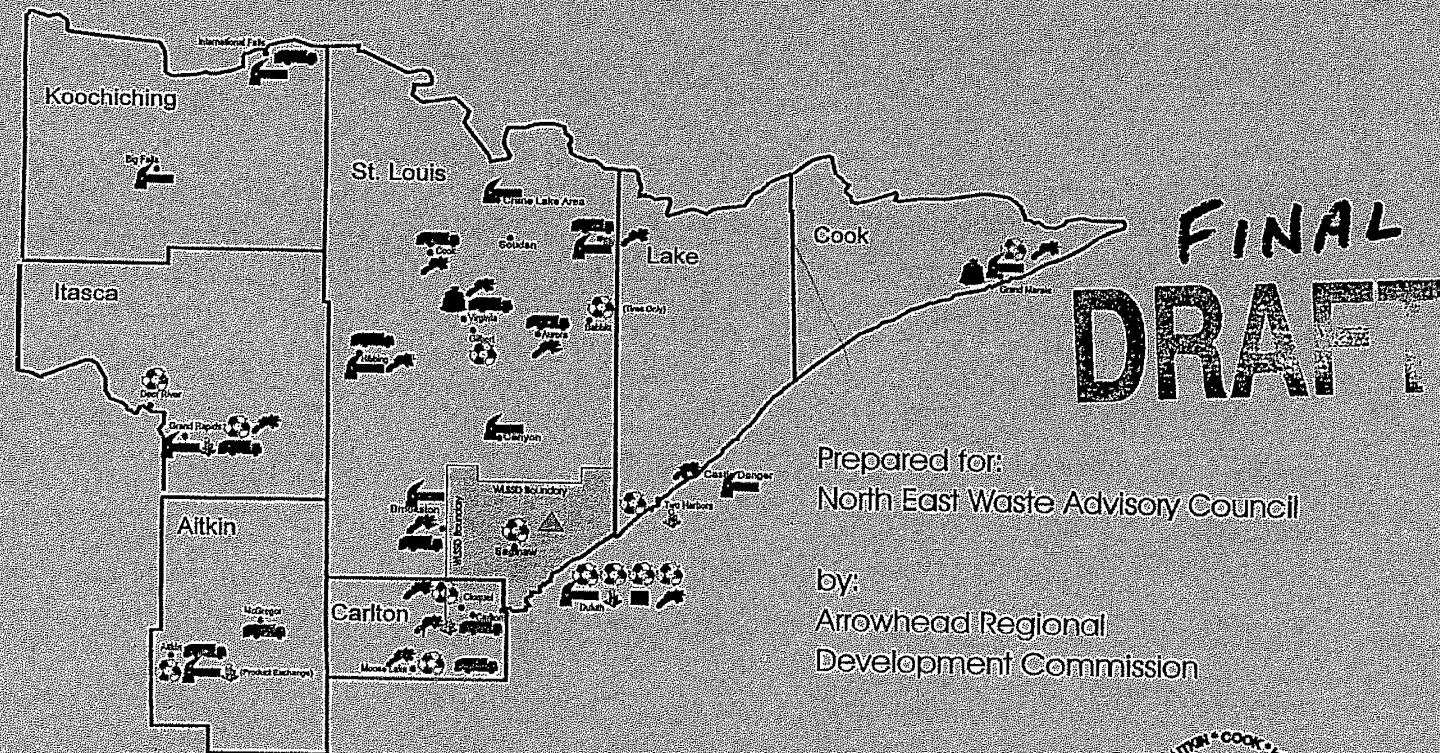


Northeast Minnesota Waste Advisory Council
(NEWAC) 

Solid Waste Officers NE Region
(SWONERS)



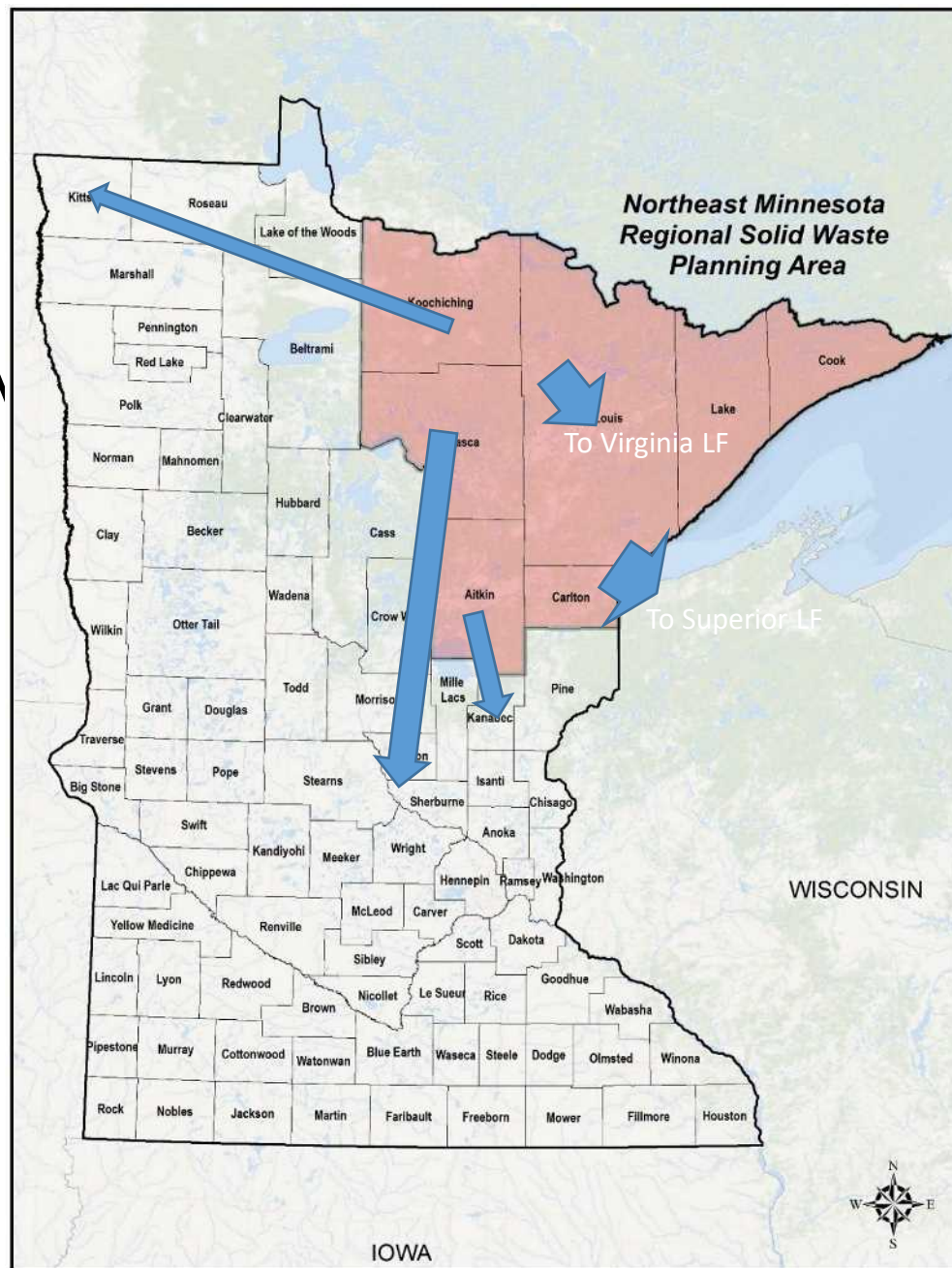
North East Minnesota Regional Solid Waste Plan



May 1996



•



NE Region Waste Flow

Recent land disposal discussions

- Current WLSSD Contract with Superior ends June 30, 2024.
- Permitting activity increased to meet forecast need for disposal capacity with anticipated closure of Superior LF
 - Keewatin facility (DEMCON)
 - Canyon facility (WM)(St. Louis County)
 - others
- NEWAC submits letter January 31, 2017 to MPCA supporting need for landfill capacity in MN.
- MPCA reminds NEWAC that landfilling is at the bottom of the Waste Hierarchy but also states there still is a place for landfills primarily the waste that cannot be recovered or processed
 - Wants to assure that two things happen
 - A comprehensive exploration of alternatives is completed and
 - All regional entities are recognized and participate in the process.

WLSSD Solid Waste Management Plan

- WLSSD completed its 1st Solid Waste Plan in 1975 after the state granted Legislative Authority.
- The plan was updated every 5 years until the state changed the requirement the last time around to 10 years
- Last plan was completed in 2013

What has SWONER been up to in the last year?

- MPCA reconfigures when individual county Solid Waste Management Plans will be done and in doing so consolidated the due dates by region.
- March 11th – SWONER meeting – the group consensus YES we want to work together and create a Regional Solid Waste Management Plan.
 - WLSSD agreed to facilitate and act as the fiscal agent

What has SWONER been up to in the last year?

Continued

- March and Early April – WLSSD drafted RFP and Joint Power Agreement and collected list of interested firms
- April 14th – Mailed RFP and draft professional services agreement out to 8 firms.
- May 15th – deadline for Proposal – 5 received (Wenck, Burns and McDonnell, S.E.H., Barr and Foth.
- June 24th- SWONER meeting – Agreed on scoring criteria, Decision to interview 3 of the firms
- July 15th – conducted interviews with counties again scoring the interviews.

What has SWONER been up to in the last year?

Continued

- Mid August - In a close decision SWONER pick Burns and McDonnell. (Jack Ezell is part of the team)
- October 7th – SWONER meeting
 - MPCA indicates that a grant opportunity will be rolled out late fall to help counties conduct regional planning.
 - Discussed JPA agreement and received some good feedback. Working with David Oberstar to update
- Next steps
 - Finalize JPA
 - Asking all counties and WLSSD to complete by the end of the year
 - Finalize contract for services with Burns and McDonnell
 - Kickoff project in Feb/March

Project Cost - \$184,788 100% divided by population

- Carlton 11% \$20,326.68
- Lake 3% \$5,543.64
- Cook 2% \$3,695.76
- Itasca 14% \$25,870.32
- St. Louis(less WLSSD) 19% \$35,109.72
- Aitkin 5% \$9,239.40
- Koochiching 4% \$7,391.52
- WLSSD 42% \$77,610.96

Thank you!

Questions?





**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 26, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1225

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Rachel Metelak

AGENDA ITEM:

Project Labor Agreements for 2021 Highway Construction Projects

BOARD ACTION REQUESTED:

Authorize the County Transportation Department to not require PLA's on the list of projects entitled "2021 Transportation Department Projects - Project Labor Agreements Worksheet".

BACKGROUND:

Attached is a copy of the resolution regarding the use of PLA's on County Projects. The Transportation Department has reviewed the criteria set up in the resolution for each project planned for the 2021 construction season. None of the projects on the list for 2021 seem to have the potential to experience labor shortages, have much potential for cost overruns, require complex coordination of project phases, have unusual time constraints or deadlines, and are of average size and scope; therefore it is our recommendation that PLA's not be required on these projects.

COUNTY ATTORNEY REVIEW: NA

SUPPORTING DOCUMENTATION:

1. PLA Resolution
2. 2021 PLA

01/19/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/26/2021 2:30 PM
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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

RESOLUTION
OF THE
COUNTY BOARD OF COMMISSIONERS
ITASCA COUNTY, MINNESOTA

Adopted August 28, 2007

Commissioner Dowling moved the adoption of the following resolution:

Resolution No. 08-07-11 (Page 1 of 2)

RE: UTILIZATION OF PROJECT LABOR AGREEMENTS FOR
PROJECTS EXCEEDING \$150,000

WHEREAS, the Itasca County Board of Commissioners acknowledges that its contracts for work, labor, construction and other designated contracts are governed by Minn. Stat. 375.21; and

WHEREAS, when those contracts exceed the amounts prescribed by law, the County is required to prepare bid specifications and advertise for competitive bids; and

WHEREAS, unless the County rejects all bids, the County is required to award the contract to the lowest responsible bidder; and

WHEREAS, the purposes of Minn. Stat. 375.21 include: 1) promoting and ensuring open competition by all interested parties irrespective of their size or affiliation; and 2) providing bidders with equal opportunity without granting an advantage to one or placing others at a disadvantage; and

WHEREAS, in appropriate cases, project labor agreements facilitate the timely and cost-efficient completion of the project by: 1) making available a ready and adequate supply of skilled craftworkers; 2) providing a negotiated commitment which is a legally enforceable means of assuring labor stability and labor peace over the life of a project; 3) avoiding work stoppages following expiration of collective bargaining agreements between the union and an employer performing work on a project; and 4) facilitating equal employment opportunities on a project; and

WHEREAS, the Minnesota Appellate Courts have upheld the utilization of project labor agreements in appropriate cases where a rational basis exists for the use of such agreements and the governing body conducted a fact-specific analysis to form a rational basis for their use.

WHEREAS, project labor agreements will not be utilized where funding sources for the project restrict their use.

WHEREAS, project labor agreements will not be utilized if prohibited by law.

NOW, THEREFORE, BE IT RESOLVED, that it shall be the policy of Itasca County to engage in a determination whether a rational basis exists for the utilization of project labor agreements in all contracts for work, labor, construction and other contracts designated by law where the value of such contract equals or exceeds the sum of \$150,000.00. Factors to be considered by the Board in its determination may include, but are not limited to: 1) project size and value; 2) project timelines and deadlines; 3) potential for budgetary overruns; 4) labor availability; 5) need for coordination of project phases; and 6) other factors deemed to be relevant by the Board in its analysis.

BE IT FURTHER RESOLVED, that the Itasca County Board of Commissioners directs that it shall be the responsibility of the department heads of the several county departments to timely gather and present the facts the County Board needs to make an informed determination on the need for a project labor agreement for a particular project, and to ensure that bid specifications and relevant bid documents are prepared so as to conform to the County Board's directives.

BE IT FURTHER RESOLVED, that in those cases where the utilization of a project labor agreement is deemed to be appropriate the agreement shall be in a form approved by the Board of Commissioners.

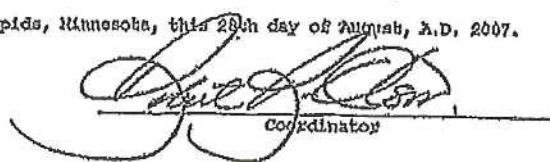
Commissioner McLynn seconded the motion for the adoption of the resolution and it was declared adopted upon the following vote:

Yeas _____	Nays _____	District #1 _____	District #2 _____
Other: _____		District #3 _____	District #4 _____
		District #5 _____	

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

I, ROBERT R. DLEON, Coordinator of County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 28th day of August A.D. 2007, and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 28th day of August, A.D. 2007.


Coordinator

By _____ Deputy

**2021 Transportation Department Projects
Project Labor Agreements Worksheet**

Project Name	Size/Value	Timeline/Deadline	Potential for Overruns	Labor Availability	Coordination of Phases	Other Factors
• CR 238 Bridge Replacement	\$2,000,000	Delays will not cause financial hardship	Minimal potential for overruns State Bridge Bond & Unorg. Township Bridge Acct Funds	No shortages	None Necessary	
• CR 149 Bridge Replacement	\$500,000	Delays will not cause financial hardship	Minimal potential for overruns State Bridge Bond & County Funds	No shortages	None Necessary	
• CSAH 52 Reconstruction	\$3,225,000	Delays will not cause financial hardship	Minimal potential for overruns State Aid Funds	No shortages	None Necessary	Approved in 2020
• CSAH 60 Base, Bit & Overlay	\$1,400,000	Delays will not cause financial hardship	Minimal potential for overruns State Aid Funds	No shortages	None Necessary	
• CSAH 16-Keewatin Bituminous Overlay & ADA	\$175,000	Delays will not cause financial hardship	Minimal potential for overruns Municipal State Aid Funds	No shortages	None Necessary	
• CSAH 82-Keewatin Bituminous Rehab & ADA	\$125,000	Delays will not cause financial hardship	Minimal potential for overruns Municipal State Aid Funds	No shortages	None Necessary	
• CSAH 45 Bituminous Overlay, Base & Bit	\$3,060,000	Delays will not cause financial hardship	Minimal potential for overruns State Aid Funds	No shortages	None Necessary	
• CSAH 80-Marble Bituminous Rehab & Sidewalk	\$850,000	Delays will not cause financial hardship	Minimal potential for overruns Municipal State Aid Funds	No shortages	None Necessary	Approved in 2020
• CSAH 84-Calumet Bituminous Rehab & Sidewalk	\$100,000	Delays will not cause financial hardship	Minimal potential for overruns State Aid Funds	No shortages	None Necessary	Approved in 2020
• CR 561 Bituminous Rehab	\$250,000	Delays will not cause financial hardship	Minimal potential for overruns County Preservation Funds	No shortages	None Necessary	
• CSAH 63 Intersection	\$400,000	Delays will not cause financial hardship	Minimal potential for overruns State Aid & Other Funds	No shortages	None Necessary	
• Ash Street/Rajala Mill Rd. – Bigfork Reconstruction	\$680,000	Delays will not cause financial hardship	Minimal potential for overruns LRIP Funds	No shortages	None Necessary	
• Trail Construction – Deer River	\$360,000	Delays will not cause financial hardship	Minimal potential for overruns SRTS Funds	No shortages	None Necessary	

Notes:

- **All contracts will utilize prevailing wages**
- **Historically there has never been a labor strike on an Itasca County Highway project**
- **Historically projects have been given completion dates and rarely extend beyond that date. When they have, it has been weather related.**
- **In the past 10 years, projects have not experienced substantial cost overruns.**
- **The projects on this list are all relatively simple and do not require large amounts of coordination.**
- **Federal Aid projects may consider PLA's but the threshold is \$25 million and the FHWA must approve of the use in advance.**



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 26, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1279

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Karin Grandia

AGENDA ITEM:

Sponsor Resolution for Harris Township LRIP Application

BOARD ACTION REQUESTED:

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

BACKGROUND:

The LRIP has a program called Routes of Regional Significance and Townships can apply for funds to improve local roads. The maximum grant amount is \$1.25 million. The funds can only be used for capital construction costs and townships must pay for all project development costs including, but not limited to, engineering, permitting and right-of-way. Additionally the Township must agree to cover all costs in excess of the grant amount.

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

Harris Township is applying for LRIP funds to rehabilitate the Sunny Beach Road from CSAH 64 to Adair Road. The road is paved and the bituminous has reached the end of its useful life and needs to be rehabilitated. The Township completed a rehab project on the eastern portion of the Sunny Beach Road in 2017 and needs to complete the west section.

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

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION:

1. ADDL INFO 5.7

01/19/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/26/2021 2:30 PM
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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 26, 2021

RESOLUTION 2021-1

RE: RESOLUTION OF SUPPORT FROM SPONSORING AGENCY

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

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

WHEREAS, Harris Township has requested that Itasca County Sponsor its application for the rehabilitation of a portion of the Sunny Beach Road from CSAH 64 to Adair Road; and

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

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

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 26th day of January A.D. 2021 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 26th day of January A.D. 2021.

Administrator

RESOLUTION #2021-001
SUNNY BEACH ROAD IMPROVEMENT PROJECT
(Local Road Improvement Program)

WHEREAS, Harris Township has applied for up to \$1.25M in funding through the Minnesota Department of Transportation Local Road Improvement Program (LRIP), and funded by the Minnesota Legislature 2020 Bonding Bill; and

WHEREAS, Harris Township is being sponsored by Itasca County (Transportation Department); and

WHEREAS, Harris Township's road improvement project is to rehabilitate the pavement structure of Sunny Beach Road, located in Itasca County, which began in 2017; and

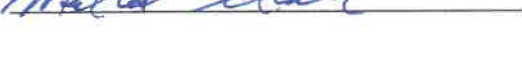
WHEREAS, Sunny Beach Road was rehabilitated 20+ years ago, and the road surface has severe cracking, resulting in unsafe driving conditions; and

WHEREAS, Harris Township's intent is to extend the life of Sunny Beach Road, and address critical safety and operation needs through improvements to the existing road; and

WHEREAS, Sunny Beach Road parallels the North Shore of Pokegama Lake, is densely populated, and has a traffic volume in excess of 1000 vehicles a day; and

NOW THEREFORE BE IT RESOLVED, Harris Township Board commits to funding engineering plans and specifications, and any amounts above an LRIP award; and

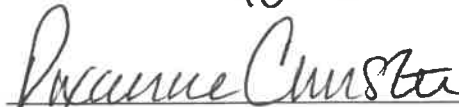
NOW THEREFORE BE IT FURTHER RESOLVED, Harris Township Board fully supports the application and proposed Sunny Beach Road project.

Supervisor	
Supervisor	
Supervisor	
Supervisor	
Supervisor	

YES	NO
-----	----

	_____
	_____
	_____
	_____
	_____

Approved on this 13th day of January 2021.


 Roxanne Christie, Clerk


 Ken Haubrich, Chair



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 26, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1275

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Cindy Shevich

AGENDA ITEM:

Authorizing and Fixing the Notice and Terms of Tax-Forfeited Land Sale to Adjoining Landowners

BOARD ACTION REQUESTED:

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

BACKGROUND:

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

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. 2021 Notice and Terms of Tax Forfeited Land Sale to Adj
2. Adjacent Land Owner List 2021

01/19/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/26/2021 2:30 PM
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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 26, 2021

RESOLUTION 2021-2

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

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

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

NOW THEREFORE BE IT RESOLVED, that the Notice and Terms of Tax-Forfeited Land Sale to Adjoining Landowners be given by certified mail to all adjoining landowners as provided by Minnesota Statute 282.01, subdivision 7a, that the County Auditor of Itasca County shall open sealed bids for such tracts of land for sale in the order in which they appear in said Notice at 10:00 A.M. on FRIDAY, FEBRUARY 26, 2021 at the ITASCA COUNTY LAND DEPARTMENT, 1177 LAPRAIRIE AVENUE, GRAND RAPIDS, MN 55744.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 26th day of January A.D. 2021 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 26th day of January A.D. 2021.

Administrator

**NOTICE AND TERMS OF TAX-FORFEITED LAND SALE TO ADJOINING LANDOWNERS
ITASCA COUNTY LAND DEPARTMENT – FRIDAY, FEBRUARY 26, 2021, 10:00 A.M.**

NOTICE IS HEREBY GIVEN, that I shall offer for sale to adjoining landowners through sealed bids and at not less than the appraised value, the following described tracts of land forfeited to the State of Minnesota for nonpayment of taxes, which have been classified and appraised as provided by law. Said sale will be governed as to terms by resolution of the County Board authorizing the same, sealed bids shall be opened at **10:00 A.M. on FRIDAY, FEBRUARY 26, 2021**.

KORY CEASE, Itasca County Land Commissioner

JEFF WALKER, Itasca Co. Auditor/Treasurer

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Notice Of Tax-Forfeited Land Sale be given by certified mail to all adjoining landowners as provided by Minnesota Statute 282.01, subdivision 7a, that the County Auditor of Itasca County shall open sealed bids for such tracts of land for sale in the order in which they appear in said Notice of Sale at 10:00 A.M. on FRIDAY, FEBRUARY 26, 2021 at the ITASCA COUNTY LAND DEPARTMENT, 1177 LA PRAIRIE AVENUE, GRAND RAPIDS, MN 55744.

TERMS OF SALE

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

The land and improvements are being sold AS IS and the County makes no warranties as to the condition of any buildings, wells, septic systems, soils, roads, or any other thing on the tract. The tract is being sold with the understanding that the buyer and seller agree to waive disclosures required under Minnesota Statutes Chapters 513.52 to 513.60, and 1031.235 and any associated liabilities. No representation is made as to the condition of any structure, its fixtures or contents, or the suitability for any particular use.

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

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

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

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

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

Tracts shall be sold through sealed bid. All bids must be submitted using the attached "Sealed Bid Form." The completed "Sealed Bid Form" must be submitted in a sealed envelope with the provided label affixed as the addressee and received at the ITASCA COUNTY LAND DEPARTMENT, 1177 LA PRAIRIE AVENUE, GRAND RAPIDS, MN 55744, at or before 10:00 A.M. on FRIDAY, FEBRUARY 26, 2021. Payment per these terms of sale must be enclosed in the envelope with the completed "Sealed Bid Form," in the form of a cashier's or certified check. Cash or personal checks will NOT be accepted and will result in the rejection of the bid. Payment from unsuccessful bids will be returned via certified mail. Itasca County reserves the right to reject any and all bids until the sales have closed. Successful bidders will be contacted and must sign a purchase agreement and return it to the Land Department by 4:30 p.m. on March, 26, 2021. In the event of identical bids on a tract, the submitting bidders will be notified and an oral auction involving said bidders will take place at the Itasca County Land Department beginning 10:00 A.M. on March, 26, 2021 in the order of the tracts in this listing.

Any and all tracts which received zero qualifying bids at said bid opening date and time may be purchased by a qualifying bidder at not less than the appraised price on a first come, first served basis starting at 8:00 a.m. March 1, 2021 and ending at 4:30 p.m. on April, 26, 2021. Any and all tracts not sold by 4:30 p.m. on April 26, 2021 will be withdrawn from sale at that time.

The Minnesota Department of Health strongly recommends that ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy and recommends having the radon levels mitigated if elevated concentrations are found. Every buyer of an interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Itasca County has not performed nor is aware of any radon testing on parcels offered for sale, unless otherwise noted. The County will provide a copy of the Minnesota Department of Health's Radon in Real Estate Transactions publication to any purchaser of residential tax forfeited property.

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

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

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

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

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

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

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

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

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

Tax-Forfeited Land Sale to Adjoining Landowners

By sealed bid 10:00 a.m. on February 26, 2021

TRACT	TWP	RGE	SEC	ACRES*	LEGAL DESCRIPTION	PARCEL ID	TIMBER APPRAISED	LAND APPRAISED	TOTAL APPRAISED
A202001	55	26	36	0.94	S 60 FT OF N 210 FT OF S1/2 LOT 4, LYG E OF W 300 FT	05-036-2201*	\$ -	\$ 85,000.00	\$ 85,000.00
A202002	145	25	36	3.8	PT SW NE (SEE ATTACHED)	11-236-1306	\$ 100.00	\$ 3,300.00	\$ 3,400.00
A202003	56	23	13	0.46	LOT 14, CARPENTER-HILL-WAHLSTROM SUBDIVISION	18-420-0140	\$ -	\$ 2,000.00	\$ 2,000.00
A202004	56	26	2	0.2	E 50 FT OF LOT 8 & W 50 FT OF LOT 8, BLK E NORTHLAND PARK	64-480-0540/0545	\$ -	\$ 1,000.00	\$ 1,000.00
A202005	56	26	2	0.3	LOT 29, BLOCK F NORTHLAND PARK	64-480-0670	\$ -	\$ 1,000.00	\$ 1,000.00
A202006	56	26	2	0.01	S 50 FT OF LOT 28, BLOCK I NORTHLAND PARK	64-480-0970	\$ -	\$ 500.00	\$ 500.00
A202007	62	26	34	1	S 208.71 FT OF W 208.71 FT OF SE NE LYG E OF M&R RY R/W	67-034-1402**	\$ 60.00	\$ 2,540.00	\$ 2,600.00
A202008	56	23	21	0.1	LOT 12, BLOCK 17 & THAT PT OF BLOCK 17 LYG E OF LOT 12 CALUMET	87-410-1735	\$ -	\$ 500.00	\$ 500.00
A202009	55	25	34	8.2	SE SE LESS N 280 FT & LESS S 330 FT & LESS PT LYG N OF S 330 FT & S OF N 488 FT & E OF W 590 FT & LESS E 1040 FT OF S 208 FT OF N 488 FT	91-034-4406	\$ 450.00	\$ 25,550.00	\$ 26,000.00

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

*Subject to an easement for ingress and egress

**Subject to a snowmobile trail easement



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 26, 2021

REQUEST FOR BOARD ACTION: RBA-2020-1203

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Cindy Shevich

AGENDA ITEM:

Utility Easement for Lake Country Power on Tax-Forfeited Trust Land

BOARD ACTION REQUESTED:

Approve utility easement for construction, maintenance and operation of upgrading single phase overhead primary telecommunication lines to three phase overhead primary telecommunication lines over and across tax-forfeited trust lands in Section 27, 28 and 34, Township 59, Range 24 and authorize necessary signatures.

BACKGROUND:

This easement is for construction of power lines for electric service to benefit an adjacent land owner.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Easement RBA 1-19-2021

01/19/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/26/2021 2:30 PM
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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

ITASCA COUNTY UTILITY EASEMENT

This easement is granted this ____ day of _____, 20____, by Itasca County on behalf of the State of Minnesota in trust for the taxing districts, hereinafter referred to as the Grantor, to Lake Country Power of 26039 Bear Ridge Drive, Cohasset, MN 55721, hereinafter referred to as the Grantee.

The address of the Grantee for purposes of any notification required herein shall be 26039 Bear Ridge Drive, Cohasset, MN 55721.

RECITALS

1. This easement is granted pursuant to the provisions of Minnesota Statutes Section 282.04, Subd. 4, which authorizes the County Auditor to grant easements upon unsold, tax-forfeited lands.
2. The Grantee desires to obtain an easement for overhead power line purposes and the Grantor desires to grant such an easement upon the property below described.
3. The Itasca County Board of Commissioners, by Board Action dated the ____ day of _____, 20____, have prescribed the terms set forth below.

NOW, THEREFORE, in consideration of the premises and terms hereinafter set forth, the Grantor hereby grants unto the Grantee its heirs, successors and assigns, until terminated as hereinafter provided, full right and authority to enter at any time upon, across and under a strip of land 50 feet in width on the parcels hereinafter described, and from time to time to erect, maintain, repair, upgrade, rebuild, relocate, operate and patrol power lines, including the right to erect poles and other power line structures, wires, cables, pipes and any necessary appurtenances, the right to clear said strip and keep it clear from brush, trees, buildings and fire hazards and the right to remove dangerous trees, if any, located beyond the limits of said strip.

TERMS

I.

Said easement is granted upon the following described parcels of unsold, tax-forfeited lands situated in Itasca County, Minnesota:

SEE ATTACHED EXHIBIT A

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

II.

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

III.

The Grantee, before entering upon the premises for construction purposes, shall pay to the Grantor the sum equal to the current market value of the easement.

This amount is consideration for the granting of this easement. This fee is to be determined in accordance with the fee policy that is established by the Itasca County Board of Commissioners.

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

IV.

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

V.

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

VI.

Nothing herein shall alter, limit, modify or restrict the authority of the County to sell or lease tax forfeited lands by law conferred. Any such sale or lease shall be subject to this easement and all rights granted by this easement shall be excepted from the conveyance or lease of the land and be reserved, and which may be canceled by the County Board in the same manner and for the same reason as it could have been canceled before sale or lease and in that case the rights granted thereby shall vest in the state in trust as the land on which it was granted was held before sale or lease.

The Grantor shall consult with the Grantee herein prior to the granting of any easements or permits over the property which is the subject of this easement if such easement or permit would substantially conflict with the rights of the Grantee herein.

VII.

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

VIII.

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

IX.

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

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

X.

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

XI

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

- A. GRANTEE agrees to defend, indemnify and hold harmless ITASCA COUNTY, its elected officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney fees resulting directly or indirectly from any act or omission of GRANTEE, anyone directly or indirectly employed by them and/or anyone for whose acts and/or omissions they may be liable in the performance of the use and presence required by this Easement and against all loss by reason of failure of said GRANTEE to perform fully, in any respect, all obligations under this Easement.
- B. GRANTEE agrees at all times during the term of this Easement to have and keep in force insurance, either under a self-insurance program or separate insurance policy, as follows:
 - a. Commercial General Liability shall list Itasca County as an additional insured with the following insurance limits:

	<u>Limits</u>
General Aggregate	\$3,000,000
Products-Completed	

	Operations Aggregate	\$3,000,000
	Personal and Advertising Injury	\$1,500,000
	Each Occurrence:	
	Combined Bodily Injury and Property Damage	\$1,500,000
		<u>Limits</u>
b.	Automobile Liability - Combined single limit each occurrence for bodily injury and property damage covering owned, non-owned and hired automobiles	\$1,500,000
c.	Workers' Compensation and Employer's Liability:	Statutory Limits
	If the Contractor is based outside the State of Minnesota, coverage must apply to Minnesota laws	
		<u>Limits</u>
d.	Employer's Liability	
	Bodily injury by:	
	Accident - Each Accident	\$500,000
	Disease - Policy Limit	\$500,000
	Disease - Each Employee	\$500,000

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

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

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

1. List Itasca County as Certificate holder and as an additional insured with respect to operations covered under the contract for all liability coverages except Workers' Compensation and Employer's Liability and Professional Liability, if applicable; and,
2. Be amended to show that Itasca County will receive thirty (30) days written notice in the event of cancellation, non-renewal or material change in any described policies.

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

a. Workers' Compensation: (Statutory Limits)

Employer's Liability Insurance:

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

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

b. Commercial General and Automobile Liability Insurance:

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

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

- D. **GRANTEE further agrees the minimum requirements set forth above shall at all times be in an amount at least equal to the maximum liability of ITASCA COUNTY under Minn. Stat. 466.04 now or as said statute is hereafter amended or as otherwise required by law, statute or rule.**
- E. In addition to any other rights contained herein ITASCA COUNTY reserves the right to terminate, suspend or rescind this easement if the GRANTEE is not in compliance with the requirements contained herein and retains all its rights thereafter to pursue any legal remedies against GRANTEE. All insurance policies shall be open to inspection by ITASCA COUNTY upon written request.
- F. The provisions of this section shall survive the termination of this easement in the event the Grantee has not removed all of the personal property the Grantee had placed upon or under the surface of the premises and the Grantor has not exercised its right to remove the property.

XII.

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

XIII.

Additional construction and maintenance specifications:

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

Commissioner must be notified within five (5) days of such use, damage or improvement to permit timely assessment of the extent of damage, if any, and to ensure proper reparations and repairs.

- B. All timber, slash, rocks and similar debris left on County land must be disposed of in a manner acceptable to the Land Commissioner.
- C. Organic soil material and mineral soil must be left in place on the right-of-way unless approved by the Land Commissioner.
- D. On utilities whose presence is not readily visible on the ground surface, such as on underground service lines with narrow, unmaintained right-of-ways, the utility line location must be signed at all angle points and at other locations as needed so that the distance between signs does not exceed 5 chains or 330 feet.
- E. Upon completion of the right-of-way construction and utility installation, the Grantee shall restore the right-of-way to an environmentally sound condition. This may include, but is not limited to, eliminating any erosion problems and re-establishing stable vegetative cover as acceptable to the Land Commissioner.
- F. Construction and maintenance of the utility easement and system will be performed by the Grantee without any cost to the Grantor.
- G. Grantee must mark all survey markers within the easement prior to right of way construction and maintenance. Grantee shall restore at Grantee's expense all survey markers damaged by Grantee or Grantee's contractors.

XIV

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

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

COUNTY OF ITASCA
STATE OF MINNESOTA

by _____
Itasca County Auditor

State of Minnesota)
) ss
County of Itasca)

On this _____ day of _____, 20 ____, before me, a Deputy Auditor within and for said County, personally appeared Jeffrey T. Walker, County Auditor of said County, to me personally known to be the person who executed the foregoing instrument on behalf of said County and acknowledged that he executed the same in his official capacity as his free act and deed pursuant to statutes in such case made and provided and pursuant to authority of the Itasca County Board of Commissioners.

(Notary Seal)

Deputy Auditor

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

Exhibit A

Easement Legal Description:

A 50 foot wide easement for utility purposes over, under and across that part of the Southeast Quarter of the Southwest Quarter and the Southwest Quarter of the Southwest Quarter of Section 27, and the Southeast Quarter of the Southeast Quarter of Section 28, all in Township 59 North, Range 24 West, of the Fourth Principal Meridian, Itasca County, Minnesota, lying 25 feet on each side of the following described centerline: Commencing at the southeast corner of said Southeast Quarter of the Southwest Quarter of Section 27; thence North 1 degree 17 minutes 55 seconds West, assumed bearing along the east line of said Southeast Quarter of the Southwest Quarter, 1275.30 feet to the point of beginning of the centerline to be described; thence South 88 degrees 12 minutes 30 seconds West 1971.35 feet; thence South 89 degrees 59 minutes 48 seconds West 618.35 feet to the west line of said Southwest Quarter of the Southwest Quarter of Section 27; thence North 88 degrees 57 minutes 50 seconds West 1345.88 feet to the west line of said Southeast Quarter of the Southeast Quarter of Section 28 and said described centerline there terminating. Sidelines of said 50 foot wide easement shall extend to or terminate on said west line of the Southeast Quarter of the Southwest Quarter of Section 27 and said west line of the Southeast Quarter of the Southeast Quarter of Section 28.

Certificate of Survey

A Utility Easement across Itasca County Tax Forfeit land within the SE1/4-SW1/4 & SW1/4-SW1/4, Section 27, and the SE1/4-SE1/4, Section 28, T 59 N, R 24 W, Itasca County, Minnesota

Surveyor's Affidavit

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

Jeffrey P. Major
Jeffrey P. Major

Date: 12/02/20 Registration No. 44902

Legend

- Denotes found monument
- ⊗ Denotes calculated position

The orientation of this survey is based on Grid North, Itasca County Coordinate System, North Zone, NAD 83

0 150 300 600
Scale in Feet

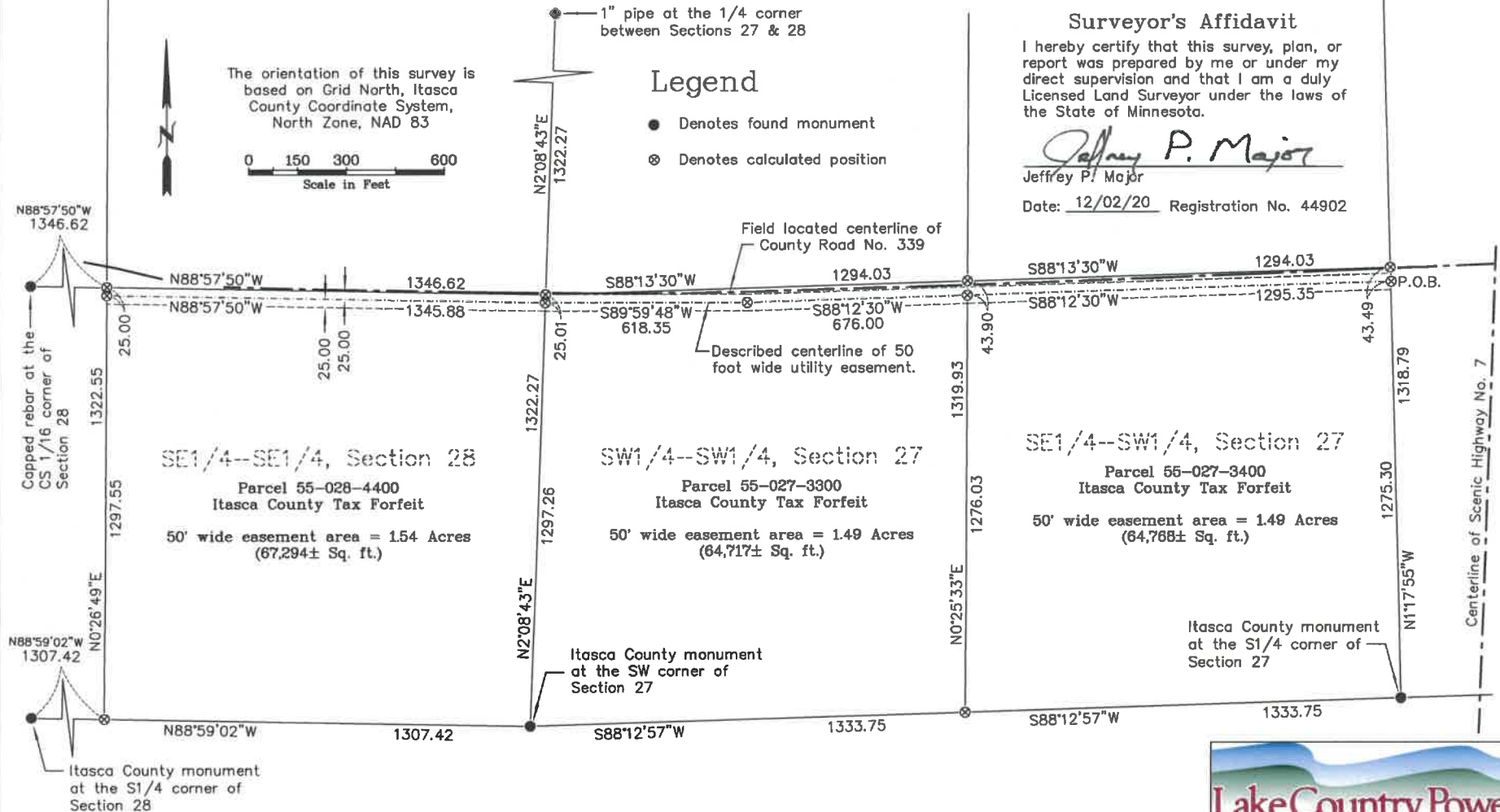
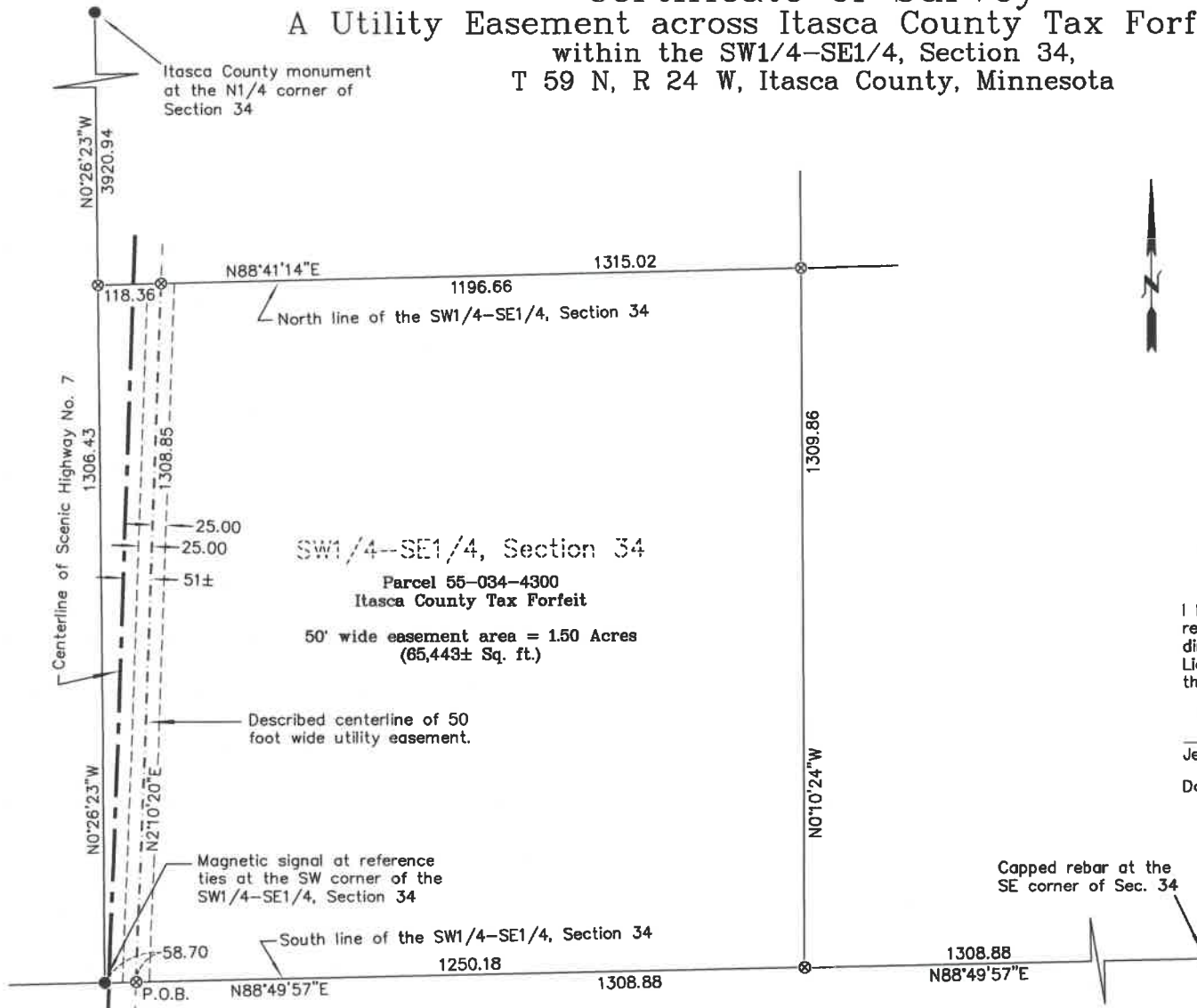


Exhibit A

Easement Legal Description:

A 50 foot wide easement for utility purposes over, under and across that part of the Southwest Quarter of the Southeast Quarter of Section 34, Township 59 North, Range 24 West, of the Fourth Principal Meridian, Itasca County, Minnesota, lying 25 feet on each side of the following described centerline: Commencing at the southwest corner of said Southwest Quarter of the Southeast Quarter of Section 34; thence North 88 degrees 49 minutes 57 seconds East, assumed bearing along the south line of said Southwest Quarter of the Southeast Quarter, 58.70 feet to the point of beginning of the centerline to be described; thence North 2 degrees 10 minutes 20 seconds East 1308.85 feet to the north line of said Southwest Quarter of the Southeast Quarter of Section 34 and said described centerline there terminating. Sidelines of said 50 foot wide easement shall extend to or terminate on said south and north lines of the Southwest Quarter of the Southeast Quarter of Section 34.

Certificate of Survey
A Utility Easement across Itasca County Tax Forfeit land
within the SW1/4-SE1/4, Section 34,
T 59 N, R 24 W, Itasca County, Minnesota



The orientation of this survey is based on Grid North, Itasca County Coordinate System, North Zone, NAD 83

0 100 200 400
Scale in Feet

Legend

- Denotes found monument
- ⊗ Denotes calculated position

Surveyor's Affidavit

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

Jeffrey P. Major
Jeffrey P. Major

Date: 12/02/20 Registration No. 44902





**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 26, 2021

REQUEST FOR BOARD ACTION: RBA-2021-7

DEPARTMENT: Land Department

TIME REQUESTED: 5 Minutes

PRESENTER: Cindy Shevich

AGENDA ITEM:

Sale of Tax-Forfeited Land Parcels #92-025-1108 and #92-025-1116 to the City of Keewatin for a Public Purpose

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Sale of Tax-forfeited Land to the City of Keewatin for a Public Purpose, which approves sale of the East 90 Feet of the West 106 Feet of the South 55 Feet, North of Highway in the Northeast Quarter of the Northeast Quarter and the East 35 Feet of the West 141 Feet of the South 55 Feet North of Highway in the Northeast Quarter of the Northeast Quarter, Section Twenty-five (25), Township Fifty-seven (57), Range Twenty-two (22) under the terms provided in Minnesota Statute 282.01, Subd. 1a para. (b) for a price of \$4,00.00 plus all associated costs.

BACKGROUND:

The City of Keewatin has requested purchase of tax-forfeited land legally described as the East 90 Feet of the West 106 Feet of the South 55 Feet, North of Highway in the Northeast Quarter of the Northeast Quarter and the East 35 Feet of the West 141 Feet of the South 55 Feet North of Highway in the Northeast Quarter of the Northeast Quarter, Section Twenty-five (25), Township Fifty-seven (57), Range Twenty-two (22) for the amount of \$4,000.00. Minnesota Statute 282.01, Subd. 1a (b) allows sale of non-conservation tax-forfeited land to an incorporated governmental subdivision for their market value as determined by the county board, for any public purpose for which the subdivision is authorized to acquire property.

The Itasca County Board of Commissioners has classified the above described property as non-conservation land. The City of Keewatin has requested purchase of said property to use for public parking. Said property is located adjacent to a public park and skating rink. There is currently limited parking available for the public. The City acquiring this parcel will allow adequate parking for the general public.

COUNTY ATTORNEY REVIEW: N/A

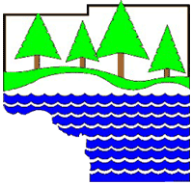
SUPPORTING DOCUMENTATION:

1. City Resolution 92-025-1108-1116

01/19/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/26/2021 2:30 PM
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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 26, 2021

RESOLUTION 2021-3

RE: SALE OF TAX-FORFEITED LAND TO THE CITY OF KEEWATIN FOR PUBLIC PURPOSE

WHEREAS, the following described land forfeited to the State of Minnesota in 2014 for non-payment of taxes and is managed by Itasca County:

The East 90 Feet of the West 106 Feet of the South 55 Feet, North of Highway in the Northeast Quarter of the Northeast Quarter and the East 35 Feet of the West 141 Feet of the South 55 Feet North of Highway in the Northeast Quarter of the Northeast Quarter, Section Twenty-five (25), Township Fifty-seven (57), Range Twenty-two (22) appraised for the amount of \$4,000.00; and

WHEREAS, the City of Keewatin has requested purchase of said property to use for public parking. Said property is located adjacent to a public park and skating rink. There is currently limited parking available for the public. The City acquiring this parcel will allow adequate parking for the general public.

WHEREAS, Minnesota Statute 282.02, Subd. 1a (b) allows sale of non-conservation tax-forfeited land to an incorporated governmental subdivision for their market value as determined by the county board, for any public purpose for which the subdivision is authorized to acquire property.

WHEREAS, Itasca County has determined that the County's land management interests would be best served if the East 90 Feet of the West 106 Feet of the South 55 Feet, North of Highway in the Northeast Quarter of the Northeast Quarter and the East 35 Feet of the West 141 Feet of the South 55 Feet North of Highway in the Northeast Quarter of the Northeast Quarter, Section Twenty-five (25), Township Fifty-seven (57), Range Twenty-two (22), is managed for public use by the City of Keewatin.

NOW THEREFORE BE IT RESOLVED, that the Itasca County Board of Commissioners approves sale of the above described land under the terms provided in Minnesota Statute 282.01, Subd. 1a para. (b) for a price of \$4,000.00 plus all associated costs.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 26th day of January A.D. 2021 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 26th day of January A.D. 2021.

Administrator

City of Keewatin
127 W. 3rd Avenue P.O. Box 190 Keewatin, MN 55753
Phone: 218-778-6517 Fax: 218-778-6143

CITY OF KEEWATIN, MINNESOTA
RESOLUTION 2020-06

STATE OF MINNESOTA
COUNTY OF ITASCA
CITY OF KEEWATIN

**A RESOLUTION REQUESTING CONVEYANCE OF TAX-FORFEITED TRUST
PARCEL #92-025-1116, #92-025-1108 FOR AN AUTHORIZED PUBLIC PURPOSE.**

WHEREAS, Minnesota Statute 282.01 subd.1a. par. b allows for, upon written request of a governmental subdivision of the state, the county board's approval of the conveyance of a tax forfeited trust land to the public entity for an authorized public purpose of the tax forfeited land for a parking lot; and

WHEREAS, the following described land has forfeited to the State of Minnesota for non-payment of taxes and is managed by Itasca County:

The East Ninety (E. 90) Feet of the West One Hundred Six (W. 106) Feet of the South Fifty-five (S. 55) Feet, North of Highway in the Northeast Quarter of the Northeast Quarter (NE NE) and the East Thirty-five (E. 35) Feet of the West One Hundred Forty-one (W. 141) Feet of the South Fifty-five (S. 55) Feet North of Highway in Northeast Quarter of the Northeast Quarter (NE NE), Section Twenty-five (25), Township Fifty-seven (57), Range Twenty-two (22), and

WHEREAS, the City of Keewatin and the public would benefit from conveyance of said tax-forfeited trust parcel for the purpose of public parking. Said lot described above is located adjacent to a public park and skating rink. There is currently limited parking available for the public. The City acquiring this parcel will allow adequate parking for the general public.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF Keewatin, that the City of Keewatin respectfully requests that the Itasca County Board consider approving conveyance of tax-forfeited trust parcel #92-025-1116, #92-025-1108 to the City of Keewatin, as provided for under Minnesota Statute 282.01 subd.1a. par. b, for the authorized public purpose for public parking.

Adopted by the Keewatin City Council this 14th day of October, 2020.


William King, Mayor


Tawnya Maras, City Clerk



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 26, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1278

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Kory Cease

AGENDA ITEM:

Request for Change in Allocation and Hiring Authorization

BOARD ACTION REQUESTED:

Authorize a change in allocation of one (1) vacant District Forester position to a Forester position and approve filling the position.

BACKGROUND:

The District Forester position became vacant last summer during the pandemic. We have been analyzing the work load among the forest management districts within the Land Department. Changing the allocation of the Grade 10 District Forester position to a Grade 8 Forester position will better meet the needs of the Land Department at this time to provide better support and technical assistance to the forest districts. We will continue to evaluate and reassess department needs should another vacancy arise in the Forestry Division.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Hiring Request Form_Land_Forester

01/19/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 01/26/2021 2:30 PM
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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 26, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1296

DEPARTMENT: Administrative Services

TIME REQUESTED: 10 Minutes

PRESENTER: Chair

AGENDA ITEM:

Citizen Input

BOARD ACTION REQUESTED:

Receive Citizen Input

BACKGROUND:

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

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 26, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1294

DEPARTMENT: Human Resources

TIME REQUESTED: < 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Recognition of County Employees

BOARD ACTION REQUESTED:

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

BACKGROUND:

- Welcome new employee, Brookelyn Troumbly who was hired as a Social Worker, Family Services Division Health & Human Services Department effective January 19, 2021.
- Congratulations to Mike Wagner who has transferred from Sign person/Highway Maintenance Worker to Highway Maintenance Worker, Road & Bridge Division, Transportation Department effective January 18, 2021.
- Congratulations to Josh Nelson who promoted from Network Telecommunications Specialist to Sr. Network & Security Engineer, MIS Department effective January 11, 2021.
- Farewell to Naesa Myers whose last day as a Public Health Nurse, Health & Human Services Department will be February 1, 2021 after 9+ years of service.

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION: None

RESULT:

INFORMATIONAL - NO ACTION TAKEN



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 26, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1299

DEPARTMENT: Administrative Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Frontline Workers Appreciation Week

BOARD ACTION REQUESTED:

Proclaim the week of January 24-30, 2021 as Frontline Workers Appreciation Week in Itasca County and authorize the County Board Chair to sign said proclamation.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Frontline Workers Appreciation Week - Itasca 1-2021
2. PROCLAMATION Frontline Workers Appreciation Week SIGNED

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Terry Snyder
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci



Frontline Workers Appreciation Week

January 24-30, 2021

WHEREAS, the Coronavirus disease (COVID-19) is an infectious disease that has resulted in a worldwide pandemic; and

WHEREAS, throughout the COVID-19 pandemic, numerous people have continued to work tirelessly even when their jobs put them in direct, in-person contact with the public, and thus at increased risk for contracting the virus; and

WHEREAS, by showing up to work in potentially dangerous conditions, they have demonstrated great spirit and resolve in helping to combat the global pandemic and ensuring the health, well-being and safety of the citizens of Itasca County; and

WHEREAS, these roles include healthcare, EMS and first responders, law enforcement and corrections, school teachers and staff; as well as grocery store workers, delivery drivers and many more – all working to assure that we continue to receive vital supplies and services during the pandemic; and

WHEREAS, Itasca County's own staff includes dedicated frontline employees, and all of these workers have not only tirelessly performed their duties but also have often had to adjust schedules and find new and innovative ways to deliver services to protect the health and safety of all; and

WHEREAS, Itasca County Public Health is a partner with 10 other county and tribal health departments in the Arrowhead Region, and this group has organized Project Blue Light, encouraging people, businesses and government entities to display blue lights the week of January 24-30 in appreciation of frontline workers;

THEREFORE BE IT RESOLVED, that the Itasca County Board hereby extends its utmost appreciation, gratitude, and most importantly, our sincere thanks to all of these individuals and professionals courageously working during the pandemic to serve the citizens of Itasca County.

RESOLVED FURTHER, that the Board hereby proclaims the week of January 24-30, 2021 as Frontline Workers Appreciation Week in Itasca County, Minnesota.

Burl Ives, Chair
Itasca County Board of Commissioners



Frontline Workers Appreciation Week

January 24-30, 2021

WHEREAS, the Coronavirus disease (COVID-19) is an infectious disease that has resulted in a worldwide pandemic; and

WHEREAS, throughout the COVID-19 pandemic, numerous people have continued to work tirelessly even when their jobs put them in direct, in-person contact with the public, and thus at increased risk for contracting the virus; and

WHEREAS, by showing up to work in potentially dangerous conditions, they have demonstrated great spirit and resolve in helping to combat the global pandemic and ensuring the health, well-being and safety of the citizens of Itasca County; and

WHEREAS, these roles include healthcare, EMS and first responders, law enforcement and corrections, school teachers and staff; as well as grocery store workers, delivery drivers and many more – all working to assure that we continue to receive vital supplies and services during the pandemic; and

WHEREAS, Itasca County's own staff includes dedicated frontline employees, and all of these workers have not only tirelessly performed their duties but also have often had to adjust schedules and find new and innovative ways to deliver services to protect the health and safety of all; and

WHEREAS, Itasca County Public Health is a partner with 10 other county and tribal health departments in the Arrowhead Region, and this group has organized Project Blue Light, encouraging people, businesses and government entities to display blue lights the week of January 24-30 in appreciation of frontline workers;

THEREFORE BE IT RESOLVED, that the Itasca County Board hereby extends its utmost appreciation, gratitude, and most importantly, our sincere thanks to all of these individuals and professionals courageously working during the pandemic to serve the citizens of Itasca County.

RESOLVED FURTHER, that the Board hereby proclaims the week of January 24-30, 2021 as Frontline Workers Appreciation Week in Itasca County, Minnesota.

Burl Ives, Chair
Itasca County Board of Commissioners



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 26, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1248

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 January 29, 2021 in the amount \$2,941,667.63.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 26, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1290

DEPARTMENT: Auditor / Treasurer

TIME REQUESTED: < 5 Minutes

PRESENTER: Gail Guck

AGENDA ITEM:

Employee Expense Report Approval

BOARD ACTION REQUESTED:

Approve employee expense reimbursement for expenses submitted over 60 days from when they were incurred. Based on County policy, these expenses must be approved by the County Board.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Ives

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Ben DeNucci
ABSTAIN:	Burl Ives



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 26, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1221

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Christine Krebs

AGENDA ITEM:

ICHHS Warrants

BOARD ACTION REQUESTED:

Approve the Itasca County Health and Human Services (ICHHS) Department Warrants for January 2021, in the amount of \$1,115,747.79.

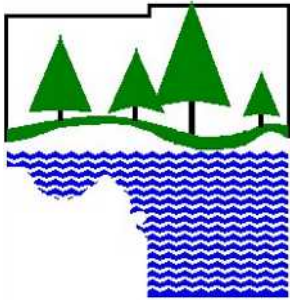
BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. ICHHS Warrants - January 2021

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Leo Trunt
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci



ITASCA COUNTY HEALTH AND HUMAN SERVICES

ITASCA RESOURCE CENTER

1209 SE 2nd Avenue, Grand Rapids, MN 55744

Hearing Impaired Number TDD: 218-327-5549

218-327-2941

Visit us at : www.co.itasca.mn.us

January 2021

Income Maint/Admin Payments	\$ 75,364.01
Social Services - Waivers	\$ 13,175.25
Social Services - Non-Waivers	\$ 638,494.31
Foster Care/Out of Home/FamilySupport	\$ 375,450.87
Relative Custoday/Preventive Placement Costs/Incidentals	\$ 9,051.29
Public Health	\$ 4,212.06
Community Health Board	\$ -
Total	\$ 1,115,747.79

Note : The above is a general description of payments made during the month indicated and is not intended to be a detailed itemization. The Community Health Board does not affect the Health & Human Services budget or levy.

January 2021
Out of Home Placement Breakdown

Foster Care/Out-of-Home/Family Support Comparison					
	Actual 2021	Actual 2020	Actual 2019	Actual 2018	Actual 2017
January	375,450.87	459,792.92	304,901.00	403,335.16	487,398.32
February		591,619.05	395,125.46	317,598.86	481,561.52
March		503,054.15	481,292.60	401,231.62	412,873.40
April		447,083.94	369,984.89	486,982.25	457,943.88
May		533,038.47	431,360.66	326,329.84	477,818.82
June		382,221.73	511,262.03	511,990.80	413,821.03
July		361,553.69	374,861.55	345,911.09	386,995.99
August		324,126.58	553,349.32	420,305.34	505,027.90
September		388,223.65	454,942.93	346,840.99	340,256.49
October		482,584.01	535,920.86	505,385.69	393,487.54
November		397,425.90	420,910.89	379,374.21	442,092.74
December		351,799.88	222,554.78	410,475.92	433,741.15
Total	375,450.87	5,222,523.97	5,056,466.97	4,855,761.77	5,233,018.78

Child Protection Statistics					
	Maltreatment Reports	Opened for Assessment	% Opened	Children Placed	% Placed of Open
January	40	21	53%	6	29%
February					
March					
April					
May					
June					
July					
August					
September					
October					
November					
December					
	40	21	53%	6	29%
	average			average	

January 2021
Out of Home Placement Payments by Vendor

		Rate	Invoices Paid
Northwestern MN Juvenile	-	\$167-\$265/day	\$ 70,888
The Bridge Residential Facility	-	\$250/day	\$ 54,263
Go Forward Group Home	-	\$245/day	\$ 49,000
Snyders/Foundation for Life	-	\$122/day	\$ 24,630
Little Sand Group Home	-	\$240/day	\$ 15,494
Itaskin Juvenile Center	-	\$175 - \$328/day	\$ 13,054
Mille Lacs Academy	-	\$334 - \$403/day	\$ 12,574
Northstar	-	\$128/day	\$ 12,442
Healing Foundations	-	\$375.77/day	\$ 12,079
Northwood	-	\$294-\$331/day	\$ 7,599
MCF - Redwing	-	\$215/day	\$ 6,450
Lutheran Social Services	-	\$148-\$194/day	\$ 4,813
Kindred Family Focus	-		\$ 4,755
North Homes	-	\$175 - \$365/day	\$ 3,630
Anoka County Juvenile Center	-	\$226 - \$282/day	\$ -
Arrowhead Juvenile Center	-	\$250/day	\$ -
Bar None	-	\$475/day	\$ -
Dakota County Juvenile Serv	-	\$170 - \$ 291/day	\$ -
Evergreen	-	\$175 - \$190/day	\$ -
Heartland Girls Ranch	-	\$249 - \$316/day	\$ -
Kidspeace Corp	-	\$266/day	\$ -
Lighthouse	-	\$128/day	\$ -
MN Dept of Corrections	-	\$269/day	\$ -
New Trails Group Home	-	\$242/day	\$ -
Pathfinders Children Treat	-	\$106/day	\$ -
Peace House	-	\$115/day	\$ -
Port Group Homes	-	\$178/day	\$ -
Prairie Lakes Youth Program	-	\$209 - \$239/day	\$ -
Serenity Christian Homes	-	\$256.69/day	\$ -
St Cloud Children's Home	-	\$221/day	\$ -
Village Ranch	-	\$175 - \$231/day	\$ -
Volunteers of America	-	\$279-\$371/day	\$ -
Woodland Hills	-	\$152 - \$331/day	\$ -
Individuals*	-	\$21 - \$121/day	\$ 83,780
Total			\$ 375,451

*Individuals : Includes Foster Care & Family Support Programs



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 26, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1297

DEPARTMENT: Health & Human Services

TIME REQUESTED: 10 Minutes

PRESENTER: Kelly Chandler

AGENDA ITEM:

COVID-19 Update

BOARD ACTION REQUESTED:

Receive an informational update regarding COVID-19.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:

INFORMATIONAL - NO ACTION TAKEN



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 26, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1226

DEPARTMENT: Health & Human Services

TIME REQUESTED: 5 Minutes

PRESENTER: Sarah Anderson

AGENDA ITEM:

County Based Purchasing (IMCare) Division Update/Presentation

BOARD ACTION REQUESTED:

Receive County Based Purchasing (IMCare) Division Update/Presentation on Medical Record Audit Report and Behavioral Health Treatment Record Audit Report.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. 2020 Medical Record Audit Report
2. 2020 BH Treatment Record Audit Report

RESULT:

INFORMATIONAL - NO ACTION TAKEN

2020 Medical Record Audit Report

Program Summary: Itasca Medical Care (IMCare) annually audits enrollee medical records to determine provider compliance with regulatory requirements and National Committee for Quality Assurance (NCQA) standards. Additionally, IMCare ensures that medical records are maintained with timely, legible and accurate documentation of patient information per IMCare's medical record documentation standards. The medical record may be paper, electronic health record (EHR) or a combination of both.

Study Population: IMCare enrollee medical records from one of the following primary care clinics: Grand Itasca Clinic and Hospital, Essentia Health (Grand Rapids, Deer River and Hibbing), Fairview Clinic (Nashwauk and Hibbing), Hibbing Family Medical Center, and Scenic Rivers Health Services.

Study Period: 01/01/2019-12/31/2019

2019 Interventions:

- Each primary care clinic audited in 2019 received a letter, which included their individual audit results, a copy of the medical record audit tool, and a copy of the medical record audit tool guidelines, to ensure a clear understanding of the measurement documentation criteria.
- A comparison of 2017 and 2018 Medical Record Audit results was included in the IMCare 2019 Spring/Summer provider newsletter.
- The 2019 Medical Record Audit results were included in the IMCare 2019 Fall/Winter provider newsletter.
- The 2019 Medical Record Audit Report was reviewed/approved by the IMCare Provider Advisory Subcommittee (PAC) on 08/14/19 and the IMCare External QI/UM Committee on 09/18/19.

Methodology: The audit utilized a structured tool with 34 measures under four categories, which were: record format; basic record content; preventive screening and services; and assessment, plan and follow-up. The audit tool was based on current regulatory requirements and NCQA *Standards and Guidelines for the Accreditation of Health Plans*. Prior to the audit, IMCare provided instructions/format training to three auditors.

Sampling: The medical record audit consisted of a random sample of 30 enrollees from each primary care clinic who had three or more clinic visits during the measurement year. If there were not 30 records available, only the number available were reviewed (Fairview Nashwauk-11). For each clinic, an initial eight records were audited for all measures. If any measures were unmet, the remaining records were audited for those measures.

Results:

Table 1. Medical Record Audit Results

A. Record Format	Goal	2017	2018	2019	Status
1. Elements in the medical record are organized in a consistent manner.	80%	100% 240/240	100% 223/223	100% 221/221	Met Goal
2. Enrollee name present on every page.	80%	100% 240/240	100% 223/223	100% 221/221	Met Goal
3. Author identification present for every entry.	80%	100% 240/240	100% 223/223	100% 221/221	Met Goal
4. All entries dated and timed.	80%	100% 240/240	100% 223/223	100% 221/221	Met Goal
5. All entries legible to someone other than author.	80%	100% 240/240	100% 223/223	100% 221/221	Met Goal
6. Medical & mental health providers can access each other's notes through an integrated electronic health record (EHR).	80%	100% 240/240	100% 223/223	100% 221/221	Met Goal
B. Basic Record Content	Goal	2017	2018	2019	Status
1. Personal biographical data includes enrollee address, employer, home and work phone numbers, and marital status.	80%	100% 240/240	99.55% 222/223	96.83% 214/221	Met Goal
2. Enrollee demographic data includes preferred language, sex, race, ethnicity, and date of birth.	80%	100% 240/240	99.55% 220/221	100% 221/221	Met Goal
3. Health Care Directives are documented in the medical record for those 18 years and older.	80%	68.5% 111/162	60% 108/180	37.91% 69/182	Below Goal
4. Significant illnesses and medical conditions are indicated on problem list.	80%	99.15% 234/236	100% 221/221	99.55% 220/221	Met Goal
5. Absence or presence of medication allergies and adverse reactions are prominently noted in medical record.	80%	100% 238/238	95.95% 213/222	99.55% 220/221	Met Goal
6. Past medical history for ages 18 and over (for members seen three or more times) is easily identified and includes serious accidents, operations and illnesses.	80%	98.79% 163/165	99.46% 184/185	100% 182/182	Met Goal
7. Past medical history for enrollees under the age of 18 (seen three or more times) includes information such as prenatal care, birth, surgeries and childhood illnesses.	80%	96.23% 51/53	56.52% 13/23	97.44% 38/39	Met Goal
C. Preventive Screening and Services	Goal	2017	2018	2019	Status
1. Immunization status information for all ages is recorded on a single page location.	80%	89.79% 211/235	97.31% 217/223	96.83% 214/221	Met Goal
2. Body Mass Index (BMI) is documented annually for enrollees three years and over.	80%	94.47% 222/235	99.07% 214/216	96.83% 214/221	Met Goal
3. For enrollees under age 21, there is evidence that preventative screenings and services are recommended in accordance with IMCare's Preventative Health Guidelines.	80%	90.91% 60/66	90.00% 36/40	97.06% 33/34	Met Goal
4. For enrollees 21 and over, there is evidence that preventive screening and services are recommended in accordance with IMCare's Preventative Health Guidelines.	80%	89.82% 150/167	93.37% 169/181	97.86% 183/187	Met Goal

Table 1. Medical Record Audit Results (continued)

C. Preventive Screening and Services	Goal	2017	2018	2019	Status
5. For enrollees age 10 and over, there is appropriate notation concerning the use of alcohol and substances.	80%	93.05% 174/187	97.56% 200/205	92.16% 188/204	Met Goal
6. For enrollees age 10 and over, there is appropriate notation concerning the use of tobacco.	80%	98.44% 189/192	99.51% 203/204	99.51% 203/204	Met Goal
7. Tobacco cessation information was offered to enrollees who responded “yes” to previous question regarding tobacco use.	80%	83.02% 44/53	85.92% 61/71	57.14% 16/28	Below Goal
8. For enrollees age 12 and over, Screening and Brief Intervention (SBI) to identify unhealthy substance use is conducted annually utilizing a standardized tool.	80%	0.00% 0/1	53.33% 8/15	0.56% 1/178	Below Goal
D. Assessment, Plan and Follow-up	Goal	2017	2018	2019	Status
1. History and physical exam identify appropriate subjective and objective information pertinent to enrollee’s presenting complaints.	80%	99.16% 236/238	100% 217/217	100% 221/221	Met Goal
2. Results of all ordered diagnostic tests (e.g., lab, X-ray) are in medical record.	80%	97.52% 197/202	100% 223/223	100% 221/221	Met Goal
3. Working diagnoses are consistent with the clinical assessment and exam.	80%	99.16% 236/238	100% 222/222	100% 221/221	Met Goal
4. Treatment plans are consistent with diagnoses.	80%	99.16% 236/238	100% 222/222	100% 221/221	Met Goal
5. Patient-centered decision-making is utilized and documented.	80%	99.16% 235/237	100% 219/219	100% 221/221	Met Goal
6. There is no evidence the enrollee is placed at inappropriate risk by a diagnostic or therapeutic procedure.	80%	99.39% 162/163	100% 223/223	100% 221/221	Met Goal
7. Prescribed medications are clearly visible in medical record.	80%	99.12% 226/228	100% 220/220	99.55% 220/221	Met Goal
8. Unresolved problems from previous visits are addressed in subsequent visits.	80%	98.81% 166/168	100% 223/223	100% 221/221	Met Goal
9. Encounter forms or notes include information about follow-up care, calls or visits when indicated. Specific time of return is noted in weeks, months or as needed.	80%	98.71% 230/233	98.57% 138/140	100% 221/221	Met Goal
10. Note from consultant is present for each consultation requested.	80%	98.65% 73/74	100% 218/218	97.19% 173/178	Met Goal
11. Consultation, lab and imaging reports filed in the medical record are initialed/ electronically authenticated by the practitioner who ordered them, to signify review.	80%	96.92% 63/65	100% 218/218	98.99% 197/199	Met Goal
12. Clinically significant consultation, abnormal lab & imaging reports have an explicit notation of follow-up plans.	80%	100% 61/61	97.52% 197/202	98.32% 176/179	Met Goal
13. Discharge summaries are filed in the enrollee’s record.	80%	100% 30/30	90.00% 63/70	90.91% 30/33	Met Goal

Analysis: In 2020, IMCare audited a total of 221 medical records, with the following breakdown:

- Fairview Nashwauk was audited on 11 charts with an overall average of 98.93%.
- Hibbing Family Medical Center was audited on 30 charts with an overall average of 96.51%.
- Scenic Rivers Bigfork was audited on 30 charts with an overall average of 95.61%.
- Grand Itasca Clinic and Hospital was audited on 30 charts with an overall average of 94.03%.
- Fairview Hibbing was audited on 30 charts with an overall average of 92.8%.
- Essentia Health Grand Rapids was audited on 30 charts with an overall average of 92.10%.
- Essentia Health Deer River was audited on 30 charts with an overall average of 88.67 %.
- Essentia Health Hibbing was audited on 30 charts with an overall average of 88.67%.

Overall, 87.30% of measures were met for the medical record audit, which is above the goal of 80%. Past medical history for members under the age of 18 increased significantly and exceeded goal.

This year, there were several occurrences of auditor omissions identified and inconsistency with audit format, leading to some deviation among denominators. In addition, this year's audit was completed with the 8/30 audit methodology versus 30/30 methodology, as used in 2017 and 2018. The 8/30 method is supported by NCQA. Most measures met goal. Measures below goal, B3, C7 and C8, have been below goal for three consecutive audit cycles. Auditor training needs to be specific for understanding measurement supporting data, as data stating refusal and/or a decline to complete an Advance Directive meets this measurement.

Additional auditor training is also required to effectively measure C8, as qualifying criteria must be met to be applicable. Measurement C8 percentages were not included on the audit report sent to facilities this year, as further auditor training needs to occur to ensure a collective understanding of the measurement criteria.

The 2020 (2019 data) post audit review of audit tools and data spreadsheets identified the need to contact facilities to request either additional EMR access or submission of print screens of data that was not available to auditors during the review. Two of the facilities confirmed that auditors did not have access to the tabs necessary to validate the data required in some of the measurements, specifically B2. Auditors have been instructed to reach out to the identified contact at the facility or bring concerns to the Quality Director if there is difficulty accessing data.

Opportunities:

- Review 2020 audit process to identify problematic areas and implement changes to improve the 2021 audit process.
- Prior to the next audit, IMCare will provide in-depth auditor training regarding clarification of medical record documentation standards. Facility audit tools will be peer reviewed for completeness and accuracy, in addition to having audit tools signed by peer reviewers before finalizing the data.

- Ensure providers are utilizing a standardized tool for annual Screening and Brief Intervention (SBI) screenings, and specifically, where to find tool in the medical record.
- IMCare will consider adding an article regarding annual SBI screening and standardized tools for use to an upcoming provider newsletter.
- IMCare will send out results of the audit to participating primary care clinics, addressing measures that were below target goal along with specific contract requirement, NCQA guidelines, and/or regulatory requirements.

2020 Behavioral Health Treatment Record Audit Report

Program Summary: Itasca Medical Care (IMCare) conducts annual behavioral health (BH) treatment record audits, in order to determine whether providers are documenting important elements of BH treatment, as defined by regulatory requirements, National Committee for Quality Assurance (NCQA) standards, and IMCare BH treatment record documentation standards. The treatment record may be paper, an electronic health record (EHR), or both.

Study Population: IMCare enrollee BH treatment records from 14 network BH clinics that billed IMCare for at least one diagnostic assessment during the measurement year.

Study Period: 01/01/2019-12/31/2019

2019 Interventions:

- Each BH clinic audited in 2019 received a letter containing their audit results, a copy of the audit tool guide, and identified areas for improvement. All audited BH clinics were required to send an email to IMCare acknowledging receipt of their individual audit findings, and four BH clinics were asked to identify measures they would be taking to address areas of deficiency.
- A comparison of 2017 and 2018 Behavioral Health Treatment Record Audit results was included in the IMCare 2019 Spring/Summer provider newsletter.
- The 2019 Behavioral Health Treatment Record Audit results were included in the IMCare 2019 Fall/Winter provider newsletter.
- The 2019 Behavioral Health Treatment Record Audit Report was reviewed/approved by the IMCare External QI/UM Committee on 09/18/19.

Methodology: All network BH clinics that billed IMCare for diagnostic assessments during the measurement year were sent a letter of intent to audit, along with a copies of the BH audit tool and BH audit tool guidelines, which specified regulatory requirements for each measurement. The audit utilized a structured tool with 36 measures in five categories, including: record format, record content, assessment, treatment plan, and progress notes and follow-up. The audit tool was based on current regulatory requirements, NCQA *Standards and Guidelines for the Accreditation of Health Plans*, and IMCare BH treatment record documentation standards.

Sampling: The BH treatment record audit consisted of a random sample of 20 enrollees from each BH clinic who had a diagnostic assessment and two subsequent visits during the measurement year. If there were not 20 records available, only the number available were reviewed. For each clinic, an initial five records were audited for all measures. If any measures were unmet, the remaining records were audited for those measures.

Results:

Table 1. Behavioral Health Treatment Record Audit Results

A. Record Format	Goal	2017	2018	2019	Status
1. Elements in the medical record are organized in a consistent manner.	80%	100% (82/82)	100% (63/63)	100% (78/78)	Met Goal
2. Enrollee name present on every page.	80%	100% (82/82)	100% (63/63)	100% (78/78)	Met Goal
3. Author identification present for every entry.	80%	100% (82/82)	100% (63/63)	100% (78/78)	Met Goal
4. Each occurrence of service includes date, type of service, stop/start time, scope of the service, who gave service, and date of documentation.	80%	100% (78/78)	100% (63/63)	100% (78/78)	Met Goal
5. All entries legible to someone other than author.	80%	100% (82/82)	100% (63/63)	100% (78/78)	Met Goal
B. Record Content	Goal	2017	2018	2019	Status
1. Enrollee demographic data includes preferred language, sex, race, ethnicity and date of birth.	80%	98.77% (80/81)	37.69% (49/130)	22.92% (33/144)	Below Goal
2. Enrollee authorization to release private information and enrollee information obtained from outside sources must be documented.	80%	74.57% (99/131)	74.42% (64/86)	89.81% (97/108)	Met Goal
C. Assessment	Goal	2017	2018	2019	Status
1. Diagnostic assessment includes a face-to-face interview. (Brief, standard and extended diagnostic assessments.)	80%	100% (94/94)	100% (61/61)	97.59% (81/83)	Met Goal
2. Reason for diagnostic assessment is documented. (Brief, standard and extended diagnostic assessments.)	80%	91.67% (99/108)	100% (60/60)	93.98% (78/83)	Met Goal
3. Type of diagnostic assessment is documented. (Brief, standard and extended diagnostic assessments.)	80%	64.20% (104/162)	44.06% (63/143)	57.85% (70/121)	Below Goal
4. Current life situation is documented. (Standard and extended diagnostic assessments.)	80%	100% (92/92)	100% (61/61)	97.59% (81/83)	Met Goal
5. Maltreatment, trauma or abuse issues are addressed. (Standard and extended diagnostic assessments.)	80%	98.86% (87/88)	100% (61/61)	95.00% (76/80)	Met Goal
6. A health history and family health history are documented. (Standard and extended diagnostic assessments.)	80%	85.51% (118/138)	100% (61/61)	77.05% (94/122)	Below Goal
7. Documentation of current medications, medication allergies and adverse reactions are prominently noted in the mental health record. (Standard and extended diagnostic assessments.)	80%	87.64% (156/178)	67.29% (72/107)	51.03% (74/145)	Below Goal
8. A developmental history for enrollees under the age 18 includes prenatal and perinatal events, along with a complete developmental history. (Standard and extended diagnostic assessments.)	80%	92.98% (53/57)	84.00% (21/25)	88.89% (48/54)	Met Goal
9. Cultural influences and their impact on the enrollee are documented. (Brief, standard and extended diagnostic assessments.)	80%	100% (91/91)	98.48% (65/66)	80.41% (78/97)	Met Goal

Table 1. Behavioral Health Treatment Record Audit Results (continued)

C. Assessment	Goal	2017	2018	2019	Status
10. A mental health treatment history is documented, including review of enrollee's records and family health history. (Brief, standard and extended diagnostic assessments.)	80%	98.89% (89/90)	100% (61/61)	85.05% (91/107)	Met Goal
11. Standardized substance use screening questionnaire results are incorporated in the initial assessment of enrollees age 12 and over. (Brief, standard and extended diagnostic assessments.)	80%	75.26% (73/97)	100% (43/43)	92.31% (60/65)	Met Goal
12. Results of a mental status exam are documented. (Brief, standard and extended diagnostic assessments.)	80%	73.21% (82/112)	100% (61/61)	97.56% (80/82)	Met Goal
13. Enrollee strengths and resources are documented. (Brief, standard and extended diagnostic assessments.)	80%	98.84% (85/86)	100% (61/61)	79.57% (74/93)	Below Goal
14. A clinical summary and provisional clinical hypothesis are documented. (Brief diagnostic assessments.)	80%	98.82% (84/85)	100% (14/14)	81.82% (18/22)	Met Goal
15. Documentation of assessment of enrollee's needs. (Standard and extended diagnostic assessments, and adult diagnostic assessment updates.)	80%	97.70% (85/87)	100% (61/61)	92.59% (75/81)	Met Goal
16. Assessment methods are documented. (Standard and extended diagnostic assessments.)	80%	73.33% (66/90)	75.29% (64/85)	90.70% (78/86)	Met Goal
17. The clinical summary includes recommendations, prioritization of needed services, and service preferences, and demonstrates involvement of the enrollee and the enrollee's family in the assessment. (Standard and extended diagnostic assessments.)	80%	98.84% (85/86)	100% (60/60)	96.34% (79/82)	Met Goal
18. Involvement of the enrollee and the enrollee's family in assessment and service preferences, and referrals to services are documented. (Standard and extended diagnostic assessments, and adult diagnostic assessment updates.)	80%	98.84% (85/86)	100% (60/60)	96.34% (79/82)	Met Goal
19. A Diagnostic and Statistical Manual of Mental Disorders, fifth edition, text revision (DSM-5), diagnosis is documented. (Standard and extended assessments, and adult diagnostic assessment updates.)	80%	98.81% (83/84)	100% (61/61)	95.12% (78/82)	Met Goal
D. Treatment Plan	Goal	2017	2018	2019	Status
1. Treatment plans are consistent with diagnosis and identify the needs and cultural influences of the enrollee in developing goals.	80%	86.42% (70/81)	80.00% (56/70)	88.29% (98/111)	Met Goal
2. Treatment plans include main participants, including enrollee's input and information about recovery and resiliency.	80%	86.42% (70/81)	82.67% (62/75)	88.29% (98/111)	Met Goal

Table 1. Behavioral Health Treatment Record Audit Results (continued)

D. Treatment Plan	Goal	2017	2018	2019	Status
3. Informed consent for individual treatment plan documented; treatment plan is developed, reviewed, and revised with client and provider participation.	80%	NR	52.00% (65/125)	61.72% (79/128)	Below Goal
4. Treatment plan is reviewed and signed at least once every 90 days.	80%	65.26% (62/95)	32.17% (37/115)	41.41% (53/128)	Below Goal
5. Evidence of coordination of care with other relevant mental health providers and/or medical professionals must be documented.	80%	65.26% (62/95)	32.17% (37/115)	80.00% (84/105)	Met Goal
E. Progress Notes and Follow-Up	Goal	2017	2018	2019	Status
1. Progress notes describe enrollee strengths and limitations in achieving treatment plans and objectives.	80%	98.21% (55/56)	94.67% (71/75)	97.85% (91/93)	Met Goal
2. Progress notes reflect current treatment interventions.	80%	100% (56/56)	97.01% (65/67)	98.92% (92/93)	Met Goal
3. Encounter notes include information about the time frame of follow-up care, and any unresolved problems are addressed in the note of the follow-up visit.	80%	66.18% (38/56)	66.94% (83/124)	64.33% (101/157)	Below Goal
4. Discharge summaries are filed in the enrollee's record.	80%	100% (7/7)	83.33% (5/6)	80.00% (4/5)	Met Goal
5. At the closing of the case, a statement of the reason for termination, current client condition, and the treatment outcome are documented.	80%	100% (7/7)	58.82% (10/17)	83.33% (5/6)	Met Goal

Analysis: In 2020, IMCare audited a total of 157 BH records at 14 BH clinics, with an overall average of 80.86%, above the 80% goal. The following is a breakdown of individual clinics:

- Victoria Beck - five records with an overall average of 100%
- Stenlund Psychological Services - six records with an overall average of 94.02%
- Northland Counseling Center - 20 records with an overall average of 93.52%
- Modern MOJO - ten records with an overall average of 91.30%
- Range Mental Health Center - 12 records with an overall average of 90.64%
- Patricia Cortese, LP - five records with an overall average of 87.04%
- Lakeview Behavioral Health - 20 records with an overall average of 84.28%
- North Homes, Inc. - 20 records with an overall average of 83.07%
- Compass North Psychological Services - 20 records with an overall average of 78.75%
- Children's Mental Health - 20 records with an overall average of 74.91%
- Well, PLLC - 15 records with an overall average of 74.90%.
- Speak Easy, LLC - ten records with an overall average of 73.06%
- Northern Perspectives Psychological Services - 13 records with an overall average of 72.80%
- Stapleton Psychological Services - 11 records with an overall average of 60.39%

For each clinic, five initial records were reviewed. For any unmet measures, all remaining records were then reviewed for the unmet measures. This methodology explains the varying denominators among the measures. Measures that were consistently met in the first five charts

have lower denominators than those that were initially unmet. It is also important to note that enrollee records randomly selected from 2019 may not reflect measures facilities put into place as a result of feedback from the 2019 BH audit.

Record content deficiencies were noted in demographic data collection, with one missing component resulting in an unmet measure, meaning all five components must be present to meet this measure. Auditor instruction included the necessity of all components being present. If they were unable to find data, they were instructed to contact the facility lead identified on the 2020 Facility Contact List, and/or reach out to the Quality Director. Assessment content deficiencies were related to the specific type of Diagnostic Assessment (DA) being completed and the measurement data necessary for each DA type. Treatment plan deficiencies were present in 2017, 2018, and 2019, with the treatment plan being reviewed and signed every 90 days and informed consent for individual treatment plan not meeting measurement goal. Progress notes and follow-up deficiencies were also present in 2017, 2018 and 2019, specifically E3 regarding follow-up of any unresolved problems being addressed at the follow up visit.

Three measures that did not meet goal in 2018, but met goal in 2019, included:

- Enrollee authorization to release private information and enrollee information obtained from outside sources must be documented (B2).
- Assessment methods are documented for standard and extended diagnostic assessments (C16).
- Evidence of coordination of care with other relevant mental health providers and/or medical professionals must be documented (D5).

Opportunities:

- All clinics will receive an individual letter with a spreadsheet of their performance, a copy of the audit tool guide, and identified areas for improvement. This letter will serve as notice of their audit results and identified deficiencies. Clinics will be required to identify internal processes to be put in place to correct deficiencies in future audits.
- IMCare will include an article in the provider newsletter regarding the regulatory requirements for BH treatment records.
- Extensive auditor training regarding required elements, standards, and regulatory requirements, in addition to guidelines for retrieving missing data, will be completed prior to the next audit.
- Extensive training for data entry staff to better understand the audit process/protocols to ensure data is entered accurately and is reflective of audit requirements will be completed prior to the next audit.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 26, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1292

DEPARTMENT: Sheriff

TIME REQUESTED: < 5 Minutes

PRESENTER: Vic Williams

AGENDA ITEM:

Sheriff's Department Hiring

BOARD ACTION REQUESTED:

Request approval to move forward with establishing an eligibility list for Road Deputy positions.

BACKGROUND:

The current eligibility list has been depleted. We are anticipating approximately 4 retirements in 2021 and the time to background law enforcement is extensive.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 26, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1293

DEPARTMENT: Sheriff

TIME REQUESTED: < 5 Minutes

PRESENTER: Vic Williams

AGENDA ITEM:

Sheriff's Department Hiring

BOARD ACTION REQUESTED:

Request approval to move forward with hiring to fill Road Deputy position which will soon be open due to retirement.

BACKGROUND:

Due to the 180-day hiring moratorium put in place by the County Board on April 14, 2020, any exceptions require County Board approval.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. vacancy request

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 26, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1302

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Local Option Sales Tax Resolution

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Requesting Authorization from the State to Impose a Local Sales and Use Tax in the County of Itasca.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION: None

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Leo Trunt
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 26, 2021

RESOLUTION 2021-4

**RE: REQUESTING AUTHORIZATION FROM THE STATE TO IMPOSE A LOCAL SALES AND
USE TAX IN THE COUNTY OF ITASCA**

WHEREAS, the Minnesota Department of Corrections has issued a Notice of Deficiency and has 'sunset' the Itasca County Correctional Facility effective May 1, 2023; and

WHEREAS, the County is requesting authorization from the State of Minnesota to impose a Local Sales and Use Tax of 1% for up to thirty years or \$75,000,000 dollars, whichever comes first, to fund the local share of the project cost; and

WHEREAS, the University of Minnesota, in preparing the 2011 Retail Trade Analysis Grand Rapids & Itasca County, has estimated that 55% of the Local Sales Generated would be from Non-Residents of Grand Rapids; and

WHEREAS, the County has provided documentation of the regional significance and impact of the project; and

WHEREAS, Minn. Stat. 297A.99 authorizes the imposition of a general sales tax if permitted by special law of the Minnesota Legislature; and

WHEREAS, Minn. Stat. 297A.99 requires the County to pass a resolution authorizing such a local sales and use tax to obtain Legislative approval prior to approval by the local votes to enact the local tax.

NOW, THEREFORE, BE IT RESOLVED, IN ACCORDANCE WITH M. S. 297A.99 LOCAL SALES TAXES, BY THE ITASCA COUNTY BOARD OF COMMISSIONERS, GRAND RAPIDS, MINNESOTA:

1. The Board of Commissioners hereby requests that the State authorize a Local Sales and Use Tax of one percent (1%); and
2. The revenue from the local sales and use tax will be used to finance the capital and administrative costs of constructing and equipping a new correctional facility and related upgrades to the courts in Itasca County, MN; and,
3. The amount of local sales and use tax revenue utilized for these new facilities would not exceed \$75,000,000 or up to thirty years, whichever comes first; and
4. These facilities are the only projects requested for a local sales and use tax; and,

5. Upon approval of this resolution, the County will submit the adopted resolution and documentation of regional significance to the chairs and ranking minority members of the House and Senate tax committees for approval and passage of a special law authorizing the tax by January 31 of the year that it is seeking the special law; and
6. Upon Legislative approval and passage of the special law authorizing the tax, the County will adopt a resolution accepting the new law, which will be filed with a local approval certificate to the Office of the Secretary of State before the following Legislative session; and
7. The County will put a ballot question on a general election ballot for local voter approval. This will be done within two years of receiving legislative authority; and
8. Upon completion of the requirements, the local sales tax will commence and run for up to 30-years or until a sum sufficient to fund the voter approved project, including related debt costs, is raised, whichever comes first.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Leo Trunt
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 26th day of January A.D. 2021 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 26th day of January A.D. 2021.



Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, January 26, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1298

DEPARTMENT: Administrative Services

TIME REQUESTED: 20 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Closed Session per MN Statutes 13D.05, Subd. 3(b) Re: Itasca County Jail Project

BOARD ACTION REQUESTED:

Hold a Closed Session per MN Statutes 13D.05, Subd. 3(b), based upon Attorney Client Privilege MN Statutes 595.02, Subd. 1(b), to consult with its attorney in reference to the Itasca County Jail Project.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION: None

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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