



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, February 9, 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: Approve the agenda, as presented.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, February 2, 2021 County Board Work Session.

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

V. CONSENT AGENDA

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

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

1. Accept the Minutes of the January 14, 2021 HHS Advisory Committee Meeting.
2. Approve a Contract Addendum for Ross Resources Family Visitation Services.
3. Authorize IMCare Director and County Board Chair to sign the contract between IMCare and Lifeview Glaucoma Center - Aponte, Elisabeth.
4. Authorize IMCare Director and County Board Chair to sign the contract between IMCare and Ellie Family Services, PLLP.

5. Authorize entering into a contractual agreement between Itasca County Public Health and Registered Nurse (RN) Nancy McKenzie for the period of February 9, 2021 through December 31, 2021 for the purpose of COVID-19 Vaccination Administration at a rate of \$40 per hour.
6. Approve the Forest Service Road Project Agreement 21-RO-11090300-016 between Itasca County and the Chippewa National Forest Service and authorize the County Engineer to sign the agreement.
7. Adopt the Resolution Re: MnDOT Detour Agreement No. 1045892, which approves the agreement and authorizes the necessary signatures
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 Feeley Township.
9. 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 Ardenhurst Township.
10. Adopt the Resolution Re: Resolution Supporting the City of Grand Rapids' Application to the LRIP Grant Program for a proposed project on 21st Street SW.
11. Approve Seventh Amendment to Surface Lease between United States Steel Corporation (US Steel) and Itasca County, and authorize necessary signatures.
12. Adopt the Resolution Re: Seeking special legislation to sell that part of Lot 2, Section 27, Township 145, Range 26, which is a cemetery located within the Leech Lake Reservation, directly to the Leech Lake Band of Ojibwe.
13. Adopt the Resolution Re: Seeking special legislation to sell a tax-forfeited parcel to a private landowner, which would allow sale of the South 2 rods of the East 16 rods of Government Lot 14, Section 4, Township 60, Range 26, West of the Fourth Principle Meridian, containing approximately 0.20 acres, known as parcel #38-004-2803.

VI. REGULAR AGENDA

1. Citizen Input
No citizen input provided.

2. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of February 12, 2021, in the amount of \$650,755.46.

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

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

4. 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
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5. Unorganized Township Gravel Surfacing Project

Maintenance Engineer Kory Johnson provided information regarding the upcoming Unorganized Township Gravel Surfacing Project.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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6. Eminent Domain on CSAH 52

Motion To: Authorize utilization of eminent domain as set forth in MN Statute 117 to acquire Right-of-Way on parcel 53-002-3400 for the CSAH 52 reconstruction project.

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

VII. COMMISSIONER COMMENTS

Commissioner Snyder provided comment regarding the legislative efforts being undertaken surrounding the Local Option Sales Tax option for the New Jail/Facilities Project and interest to resume Legislative Updates between legislative delegation and Itasca County.

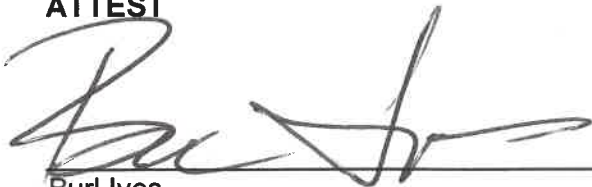
Commissioner Ives provided comment regarding his attendance at the recent Itasca Economic Development Corporation (IEDC) Annual Report.

VIII. CLOSED SESSIONS

IX. ADJOURN

Chair Ives adjourned the meeting at 3:01 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, February 9, 2021

RESOLUTION 2021-5

RE: MnDOT DETOUR AGREEMENT NO. 1045892

BE IT RESOLVED, that Itasca County enter into MnDOT Agreement No. 1045892 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the County for the use and maintenance of County State Aid Highway No. 3 as a detour route during the construction to be performed upon, along, and adjacent to Trunk Highway No. 2 from 0.4 miles east of Bridge #31032 over Prairie River to 1.97 miles east of Trunk Highway No. 65, except the limits of the City of Warba under State Project No. 3104-60 (T.H. 2=008).

BE IT FURTHER RESOLVED, that the County Board Chair and Clerk to the County Board are authorized to execute the Agreement and any amendments to the Agreement.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Terry Snyder
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 9th day of February 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 9th day of February A.D. 2021.

Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 9, 2021

RESOLUTION 2021-6

RE: RESOLUTION OF SUPPORT FROM SPONSORING AGENCY

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

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

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

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

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

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

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

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WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 9th day of February A.D. 2021.

Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 9, 2021

RESOLUTION 2021-7

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, Ardenhurst Township has requested that Itasca County Sponsor its application for the upgrade of Stones Road from CR 173 to the end near Stones Resort; and

WHEREAS, Ardenhurst 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 Ardenhurst Township for LRIP funding for the upgrade of Stones Road.

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

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

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Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 9, 2021

RESOLUTION 2021-8

**RE: RESOLUTION SUPPORTING THE CITY OF GRAND RAPIDS' APPLICATION TO THE LRIP
GRANT PROGRAM**

WHEREAS, the State of Minnesota has \$75 million in LRIP funding available for three types of accounts, one of which is the Routes of Regional Significance; and

WHEREAS, 21st Street SW, from Forest Hills Avenue to Horseshoe Lake Road, when constructed will provide congestion relief to CSAH 23 (Golf Course Road); and

WHEREAS, the proposed route will provide a benefit to our medical, retail and education communities.

NOW THEREFORE BE IT RESOLVED, that Itasca County supports the City of Grand Rapids' application to the LRIP Grant Program.

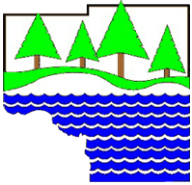
RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Terry Snyder
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

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

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WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 9th day of February A.D. 2021.

Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 9, 2021

RESOLUTION 2021-9

RE: SEEKING SPECIAL LEGISLATION TO SELL THAT PART OF LOT 2, SECTION 27, TOWNSHIP 145, RANGE 26, WHICH IS A CEMETERY LOCATED WITHIN THE LEECH LAKE RESERVATION, DIRECTLY TO THE LEECH LAKE BAND OF OJIBWE

WHEREAS, the following described parcel is tax-forfeited land within Itasca County:

All that part of Government Lot 2, Section 27, Township 145 North; Range 26 West, lying northeasterly of the northeasterly Right of Way line of C.S.A.H 39 and northwesterly of the following described line:

Commencing at the Northwest corner of said Government Lot 2; thence South 89 degrees 21 minutes East, along the North line of said Government Lot 2 a distance of 286 feet more or less to a point on the northeasterly right of way line of the C.S.A.H. 39 Right of Way; thence South 51 degrees 01 minute East, 260.41 feet to the point of beginning of the line to be described; thence North 42 degrees 11 minutes East to intersect the water's edge of Ball Club Lake and there said line terminates.

WHEREAS, said parcels forfeited to the State in Trust for the Taxing Districts on August 3, 2004 and October 31, 2019, and

WHEREAS, said parcels were classified in 2005 and 2020 by the Itasca County Land Classification Committee as non-conservation.

WHEREAS, the Itasca County Board of Commissioners believes that the public interest would best be served by selling the tax-forfeited land to the Leech Lake Band of Ojibwe in order to preserve the cemetery located on said parcel; and

WHEREAS, special legislation from the State of Minnesota is required to sell the tract through a private sale directly to the Leech Lake Band of Ojibwe.

NOW THEREFORE BE IT RESOLVED, that the Itasca County Board of Commissioners requests that the State of Minnesota approve special legislation that would allow private sale of the above described parcels to the Leech Lake Band of Ojibwe.

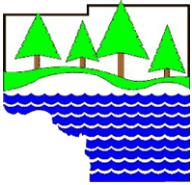
RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Terry Snyder
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

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

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WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 9th day of February A.D. 2021.

Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 9, 2021

RESOLUTION 2021-10

RE: SEEKING SPECIAL LEGISLATION TO SELL A TAX-FORFEITED PARCEL TO A PRIVATE LANDOWNER

WHEREAS, the following described parcel is tax-forfeited land within Itasca County: the South 2 rods of the East 16 rods of Government Lot 14, Section 4, Township 60, Range 26, West of the Fourth Principle Meridian, containing approximately 0.20 acres, known as Parcel #38-004-2803.

WHEREAS, said parcel forfeited to the State in Trust for the Taxing Districts on October 31, 2017, and

WHEREAS, said parcel was classified in 2018 by the Itasca County Land Classification Committee as non-conservation, and

WHEREAS, the house located on said forfeited parcel is occupied by the adjacent landowner to the south. Said parcel was not transferred to this adjacent landowner in error. This resulted in the landowner not receiving the tax statements and ultimately being forfeited to the State of Minnesota in Trust for the Taxing Districts, and

WHEREAS, the Itasca County Board of Commissioners believes that the public's interest would best be served by selling the tax-forfeited land directly to Vincent V. Holsman, who currently occupies the house located on the said tax forfeit parcel and owns the adjacent parcel to the south, and

WHEREAS, special legislation from the State of Minnesota is required to directly sell the said tax-forfeited parcel to a private party.

NOW THEREFORE BE IT RESOLVED, that the Itasca County Board of Commissioners requests that the State of Minnesota approve special legislation that would allow direct private sale of the above described tax-forfeited parcel to Vincent V. Holsman.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Terry Snyder
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 9th day of February 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 9th day of February A.D. 2021.

Administrator



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, February 2, 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 Item #5.9 (Surface Lease Amendment) and approve the agenda, as amended.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, January 26, 2021 County Board Regular 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. RECOMMENDED FOR CONSENT AGENDA

1. Accept the Minutes of the January 14, 2021 HHS Advisory Committee Meeting.

RESULT: RECOMMENDED FOR CONSENT **NEXT: 02/09/2021 2:30 PM**

2. Approve a Contract Addendum for Ross Resources Family Visitation Services.

RESULT: RECOMMENDED FOR CONSENT **NEXT: 02/09/2021 2:30 PM**

3. Authorize IMCare Director and County Board Chair to sign the contract between IMCare and Lifeview Glaucoma Center - Aponte, Elisabeth.

RESULT: RECOMMENDED FOR CONSENT **NEXT: 02/09/2021 2:30 PM**

4. Authorize IMCare Director and County Board Chair to sign the contract between IMCare and Ellie Family Services, PLLP.

RESULT: RECOMMENDED FOR CONSENT NEXT: 02/09/2021 2:30 PM

5. Approve the Forest Service Road Project Agreement 21-RO-11090300-016 between Itasca County and the Chippewa National Forest Service and authorize the County Engineer to sign the agreement.

RESULT: RECOMMENDED FOR CONSENT NEXT: 02/09/2021 2:30 PM

6. Adopt the Resolution Re: MnDOT Detour Agreement No. 1045892, which approves the agreement and authorizes the necessary signatures

RESULT: RECOMMENDED FOR CONSENT NEXT: 02/09/2021 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 Feeley Township.

RESULT: RECOMMENDED FOR CONSENT NEXT: 02/09/2021 2:30 PM

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 Ardenhurst Township.

RESULT: RECOMMENDED FOR CONSENT NEXT: 02/09/2021 2:30 PM

9. Approve Seventh Amendment to Surface Lease between United States Steel Corporation (US Steel) and Itasca County, and authorize necessary signatures.

RESULT: RECOMMENDED FOR CONSENT NEXT: 02/09/2021 2:30 PM

VI. DISCUSSION / INFORMATIONAL

1. Citizen Input
No citizen input provided.
2. Special Legislation for Sale of Tax-Forfeited Land to Leech Lake Band of Ojibwe
Land Commissioner Kory Cease provided information regarding the request to adopt the Resolution Re: Seeking Special Legislation to Sell That Part of Lot 2, Section 27, Township 145, Range 26, which is a cemetery located within the Leech Lake Reservation, directly to the Leech Lake Band of Ojibwe.

RESULT: RECOMMENDED FOR CONSENT NEXT: 02/09/2021 2:30 PM

3. Special Legislation for Sale of Tax-Forfeited Land to a Private Landowner
Land Commissioner Kory Cease provided information regarding the request to adopt the Resolution Re: Seeking Special Legislation to Sell a Tax-Forfeited Parcel to a Private Landowner, which would allow sale of the South 2 rods of the East 16 rods of Government Lot 14, Section 4, Township 60, Range 26, West of the Fourth Principle Meridian, containing approximately 0.20 acres, known as Parcel #38-004-2803.

RESULT: RECOMMENDED FOR CONSENT NEXT: 02/09/2021 2:30 PM

4. Upper Mississippi Headwaters 1 Watershed/1 Plan (UMHW 1W1P) Draft Comment Period
Itasca Soil and Water Conservation District (SWCD) District Manager Andy Arens, SWCD Board Chair Calvin Saari, and Water Plan Implementation Committee (WPIC) Chair Dan Butterfield

provided information regarding the Upper Mississippi Headwaters 1 Watershed/1 Plan (UMHW 1W1P) draft comment period.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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VII. COMMITTEE REPORTS

Commissioner Tinquist reported on his attendance of a recent Jail Committee meeting, as well as a meeting with Minnesota Power representatives.

Commissioner Trunt reported on his attendance of recent Risk Management Committee, Grand Village, and IMCare Subcommittee meetings, as well as a meeting regarding potential for a Swan Lake/Goodland/Lone Pine/Greenway Sewer District.

Commissioner Snyder reported on his attendance of recent 38 Leadership Board and Intergovernmental Collaborative meetings, as well as various meetings regarding Canisteo Pit Dewatering.

Commissioner DeNucci reported on his attendance of recent Kootasca Community Action (KCA) Board, Grand Village, and Law Library Committee meetings, as well as various city council and township meetings.

Commissioner Ives reported on his attendance of a recent Intergovernmental Collaborative meeting, as well as a meeting with Minnesota Power representatives.

VIII. ADMINISTRATOR UPDATE

IX. COMMISSIONER COMMENTS

Commissioner Snyder provided comment in thanks to the Itasca County Management Information Systems (MIS) staff for their attention and hard work following the recent system issues.

Commissioner DeNucci provided comment in thanks to the Itasca County Public Health staff for their hard work in providing administration of the COVID-19 vaccination.

X. CLOSED SESSIONS

XI. ADJOURN

Chair Ives adjourned the meeting at 3:35 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, February 9, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1319

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Eric Villeneuve

AGENDA ITEM:

HHS Advisory Committee Meeting Minutes

BOARD ACTION REQUESTED:

Accept the Minutes of the January 14, 2021 HHS Advisory Committee Meeting.

BACKGROUND:

Informational.

COUNTY ATTORNEY REVIEW: No

SUPPORTING DOCUMENTATION:

1. ICHHSAC Minutes 01-14-21

02/02/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 02/09/2021 2:30 PM
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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Terry Snyder
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

MINUTES
HEALTH & HUMAN SERVICES ADVISORY COMMITTEE (HHSAC)
Thursday, January 14, 2021
Virtual Teams Meeting / Itasca Resource Center / Room 122

Members Present:	Renee Bymark Crystal Terveer Craig Menozzi Ben Denucci Lester Kachinske Sarah Anderson	Angela Baratto Cheryl Lemler Daniel Miesle Lloyd Adams Melissa Weidendorf
Members Absent:	Anne Kruger Brandi Worrath Dave Holmbeck – E	Dorothy Abrahamson – E Dan Seward – E Chris Jenkins
Others Present:	Eric Villeneuve Brenda Oberg	Kelly Chandler

Call to Order:

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

Election of Officers:

Lloyd called for nominations for Chair of the Advisory Committee for the year 2021. Cheryl Lemler nominated Lloyd Adams for Chair and Lester Kachinske for Co-Chair. There being no other nominations, the group cast a unanimous ballot for Lloyd Adams for Chair and Lester Kachinske for Co-Chair. Motion carried.

Approval of March 12, 2020 Minutes:

A motion was made by Dan Miesle and seconded by Cheryl Lemler to approve the March 12, 2020 minutes. Motion carried.

Additions/Corrections to Agenda:

There were no additions or corrections to the Agenda. A motion was made by Lester Kachinske and seconded by Craig Menozzi to accept the agenda. Motion carried.

Eric Villeneuve, Director:

Schedule of 2021 HHS Advisory Committee Meetings

Meetings are held by-monthly, on the second Thursday, beginning at 12:15pm. (January/March/May/September) November's meeting will be held on the first Thursday, beginning at 12:15pm, due to Veterans Day falling on the second Tuesday in November this year. There are no meetings held during the

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HHS Advisory Committee Minutes
January 14, 2021

months of June/July/August. Meetings will either be held virtually or in person, Brenda will notify you prior to the meeting. A motion was made by Craig Menozzi and seconded by Cheryl Lemler to accept the 2021 schedule of the Advisory Committee Meetings. Motion carried.

Listing of Current ICHHS Advisory Committee Members:

The current list of ICHHS Advisory members was reviewed, please email Brenda or Eric with any changes/corrections. Informational.

Reappointments

Advisory Committee Members – Lloyd Adams, Dorothy Abrahamson, Lester Kachinske, Cheryl Lemler, Craig Menozzi, Crystal Terveer, Dan Seward, Melissa Wiedendorf need to be reappointed to the committee.

A motion was made by Dan Miesle and seconded by Angie Baratto to approve the reappointments of Lloyd Adams, Dorothy Abrahamson, Lester Kachinske, Cheryl Lemler, Craig Menozzi, Crystal Terveer, Dan Seward, Melissa Wiedendorf. Motion carried.

Presenters for the County Board Meetings for 2021:

At this time, we will put the minutes on consent for the Board meetings. After we are able to meet in person, we will ask for volunteers to present at the meetings.

Public Health Update: Kelly Chandler, Public Health Division Manager, updated the group on Coronavirus/COVID-19. The first case was in Minnesota on March 6th, 2020, and in Itasca County on March 29th, 2020, second case was March 31st. We have had over 2800 Itasca County resident's positive over the last 9 months, and 45 deaths with a mix from private residence and facilities. Covid is a virus that attaches to your cells and when your immune system kicks in, your immune system eventually can actually start working against you due to the increased inflammation. Public Health is continuing to do case investigations and are working closely with the schools. The cases have plateaued since the beginning of December, after the last few incubation periods. The primary focus right now is the vaccines and the ultimate goal is to get everyone a vaccine that wants a vaccine. The goal, before we reach herd immunity, is to get 70% of the population vaccinated. Vaccines are rolling out in phases, Minnesota is starting with phase 1a, healthcare workers. There has been over 1300 vaccines given, collectively, thus far in Itasca County. At this time, there is no timeline for when these will be available to people over the age of 65 or with chronic conditions. Notifications will be coming from your primary clinics through MyChart, letters, social media, webpage, and media. These vaccines are 2 dose, Moderna second dose is 28 days after the first

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HHS Advisory Committee Minutes
January 14, 2021

and Pfizer is 21 days after the first dose. The Itasca County Board has approved Public Health to contract with additional nurses to help with administering these vaccinations, we are ready to do as many vaccines as we are able to get in. At this time we are uncertain if Covid will have a booster, there needs to be more long-term research to make that determination.

IMCare Update:

IMCare has also been responding to COVID. They are receiving daily updates on how to ensure IMCare members are getting access to care and services they need, provider changes, as far as licensing requirements, and processing all the State and Federal guidance making sure we are following all the rules.

DHS has issued the metro procurement in 2021 for contract year 2022. In 2022 they'll release the procurement for greater MN for contract year 2023, so we are reviewing the metro procurement closely to ensure that we are adequately prepared to respond when that does come out.

Legislative Update:

Eric included out a handout on 2021 Association of Minnesota Counties (AMC) Legislative Priorities/Updates in the agenda packet. Legislature just went back into session virtually.

Association of Minnesota Counties (AMC) Legislative Priorities highlighting a couple bills, program flexibility was granted via waivers by Department of Human Services in 2020 allowing county staff to continue to provide services during the ongoing pandemic and those waivers have been extended into 2021. Other Itasca priorities are COVID 19 response using Public Health to get out the vaccine, reallocating the funding formula for the mental health, cost shift to the county for civil commitments to a regional treatment center, continuing to advocate for clarification that allows counties to continue to choose County Based purchasing programs such as IMCare and lastly, substance use disorder reform and the DHS financial errors. These have been shared with the county administrator and the county board has met with local legislators to discuss their topics.

Ben informed they held their Legislative luncheon, and have prepped the legislators with the priorities, including what Eric covered. They are meeting with lobbyists and getting ready to start lobbying efforts for the upcoming session.

Budget: Eric recapped the last budget session, and the county did set a levy of 0% for 2021. As for Health and Human Services, we are spending \$240,000 out of reserves but the countywide levy is 0%. The board did allow the hiring of 2 new public health

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HHS Advisory Committee Minutes
January 14, 2021

staff. The Coronavirus Aid, Relief, and Economic Security Act (CARES) money that came into the county allowed for the purchase of a new ambulance for Bigfork, a Public Health van to help with vaccinations/clinics, a new Public Health refrigerator to house the vaccine, and to buy vaccine supplies and about \$2.0 million went back into businesses within the community through a grant program ran through the Itasca Economic Development Corporation (IEDC).

HHSAC Subcommittee Reports:

AMHAC: Dan Seward was not able to attend but had emailed an update. Eric shared that the Local Advisory has not been meeting due to the lack of interest in having zoom sessions. They plan to meet again when the YMCA opens to having public meetings at the center. They are currently conducting an electronic report card for the First Call for Help organization which is completely voluntary.

ICCOA:

Lloyd Adams stated the Committee on Aging hasn't met since last March. With regard to Tax Aid Program, they were shut down nationwide last March due to COVID. They are looking at doing taxes this year, but it will look different than years past. They are unable to use the space at airport due to renovations but have reached out to United Methodist Church for space. They will be emailing clients with instructions on what they need and then the client's information needs to be scanned in and sent to preparers. They will have 2 staff using scanners at United Methodist Church to assist clients with getting the necessary documents submitted in for the tax review. There will be 10-11 preparers working but only 2 will have contact with the public with scanning information.

Provider Updates:

Northland Counseling – Angie Barrato stated the agency is waiting to get their 24/7 staff vaccinated for COVID. They have the recovery center which is 24/7 with detox and 5 adult community residential settings. A lot of services are done via zoom and are trying to limit face to face where they can. Keisler Clubhouse is reopened so folks are able to get back into those social setting groups. Northland also received a grant through SAMHSA (Substance Abuse and Mental Health Services) to transition over to be a CCBHC (Certified Community Behavioral Health Center), it's a national movement of community mental health clinics joining and amping up their treatment of an individual of all different levels. Northland received \$2 million a year for the next 2 years, a lot of those funds go to hiring additional physicians within the agency and care coordinators.

Elder Circle – Renee stated the grocery shopping and delivery program is still operating. They also developed a pharmacy delivery program that is an opportunity if

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HHS Advisory Committee Minutes
January 14, 2021

somebody cannot get out of their home to get their prescription or a prescription that cannot be mailed to them, we are typically able to get it to them within 24-48 hours. We've transitioned classes over to virtual to include Walk with Ease, Taiichi, and Living Well with Chronic Disease. Starting this month, we are partnering with the Reif and offering a monthly virtual Bingo session. ElderCircle received a 3-year grant from the Northland Foundation, and we have hired a resource navigator that will be working on a universal referral process for aging services. The Adult Day is being offered by doing a one on one service and also offering virtual group sessions. We have not opted to have additional multiple people in the center at this time until the vaccination, so we are hoping by the first of March we can increase our group sessions of our Adult Day Program. Renee also stated to Lloyd that ElderCircle may be able to help with some of the scanning of documents for the Tax Aid Program by getting a scanner in the Adult Living Center (ALC) and allow clients to come in and scan their own. Renee and Lloyd will work on this. Project Blue Light is coming up next week and ElderCircle is partnering with the food shelf by asking for donations and if you drop off a food donation for the food shelf, you will receive a blue light to be able to put on your home or business to help support front line workers, watch for flyers.

First Call for Help – Crystal stated they have been very busy at First Call, they started answering the National Suicide Prevention in July and that is going well but COVID is definitely having an impact on people's mental health. They are receiving a lot of calls regarding the COVID vaccination(s) and have been answering the Leech Lake Tribe vaccine list hotline and will continue with that hotline until the end of January. All programs are staying busy, they will not be increasing the workload with any new programs, but instead will be looking at sustainability and focus on retention of staff and making sure that our current programs are staying stable.

Other:

The next meeting is March 11, 2021.

Adjournment:

There being no further business to come before the Advisory Committee, a motion was made by Cheryl Lemler seconded by Lester Kachinske to adjourn the meeting at 1:23pm. Motion passed.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 9, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1320

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Eric Villeneuve

AGENDA ITEM:

2021 Ross Resources Family Visitation Out of County Addendum

BOARD ACTION REQUESTED:

Approve a Contract Addendum for Ross Resources Family Visitation Services.

BACKGROUND:

Allow Ross Resources to bill Out of County Family Visitation Services at a higher rate than the in-county rate. Current Itasca County rate is \$39/hour, Out of County rate would be \$42/hour, mileage would continue to follow the federal mileage rate.

COUNTY ATTORNEY REVIEW: No

SUPPORTING DOCUMENTATION:

1. Ross Resources Addendum 2021.SLC

02/02/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 02/09/2021 2:30 PM
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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Terry Snyder
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

A D D E N D U M
to
Purchase of Service Agreement
Between Itasca County Health and Human Services
and
ROSS RESOURCES, LTD

WE THE PARTIES HERETO, AGREE THAT THE TERMS AND AGREEMENT OF THE CONTRACT FOR **FAMILY VISTATION SERVICES** TO PERSONS, CURRENTLY IN PLACE JANUARY 1, 2021 THROUGH DECEMBER 31, 2021, HAS THE FOLLOWING CHANGE EFFECTIVE JANUARY 1, 2021:

Increase the hourly rate to \$42 per hour for Out of County Visitations for 2021

Allow for virtual visitations, when parent-child visitation cannot be facilitated in person due to the COVID-19 pandemic or other reasons deemed necessary. St. Louis County has a HIPAA compliant virtual platform called Webex. When Webex is determined to not fit the needs of the parent-child, or inaccessible to a contracted supervising agency, Ross Resources should ensure that the referring social worker has completed the requirement to document the disclosure in their case notes.

All other Program Descriptions Remain Unchanged in the 2021 Purchase of Service Agreement.

AND THAT THESE SAME TERMS AND AGREEMENTS WILL BE HONORED BY THE PARTIES HEREIN DESCRIBED.

APPROVED:

CHAIRPERSON, BOARD OF CONTRACTOR

DATE

DIRECTOR OF CONTRACTING AGENCY

DATE

ITASCA COUNTY HEALTH AND HUMAN SERVICES
DIRECTOR

DATE

CHAIRPERSON, ITASCA COUNTY BOARD

DATE



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 9, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1321

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Sarah Anderson

AGENDA ITEM:

IMCare Provider Participation Agreement with Lifeview Glaucoma Center - Aponte, Elisabeth

BOARD ACTION REQUESTED:

Authorize IMCare Director and County Board Chair to sign the contract between IMCare and Lifeview Glaucoma Center - Aponte, Elisabeth.

BACKGROUND:

Authorize IMCare Director and County Board chair to sign the contract between IMCare and Lifeview Glaucoma Center - Aponte, Elisabeth. This is an individual Ophthalmologist.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

02/02/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 02/09/2021 2:30 PM
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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Terry Snyder
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, February 9, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1322

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Sarah Anderson

AGENDA ITEM:

IMCare Provider Participation Agreement with Ellie Family Services, PLLP

BOARD ACTION REQUESTED:

Authorize IMCare Director and County Board Chair to sign the contract between IMCare and Ellie Family Services, PLLP.

BACKGROUND:

Authorize IMCare Director and County Board chair to sign the contract between IMCare and Ellie Family Services, PLLP.

This is a Behavioral Health provider.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

02/02/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 02/09/2021 2:30 PM
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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Terry Snyder
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, February 9, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1335

DEPARTMENT: Health & Human Services

TIME REQUESTED: 5 Minutes

PRESENTER: Kelly Chandler

AGENDA ITEM:

Contract for COVID-19 Vaccination Administration

BOARD ACTION REQUESTED:

Authorize entering into a contractual agreement between Itasca County Public Health and Registered Nurse (RN) Nancy McKenzie for the period of February 9, 2021 through December 31, 2021 for the purpose of COVID-19 Vaccination Administration at a rate of \$40 per hour.

BACKGROUND:

Per Itasca County Purchase of Service Agreement, malpractice liability limited to be reimbursed as needed to reach the minimum claim limits.

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION:

1. NM POS Agreement 2020

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

ITASCA COUNTY HEALTH & HUMAN SERVICES

Itasca County Public Health

1209 SE 2nd Avenue
Grand Rapids, MN 55744

PURCHASE OF SERVICE AGREEMENT

The ITASCA COUNTY HEALTH AND HUMAN SERVICES/ITASCA COUNTY PUBLIC HEALTH (ICPH), 1209 SE 2nd Avenue, Grand Rapids, MN 55744, hereafter referred to as the "Agency", and Nancy McKenzie, hereafter referred to as the "Contractor", enter into this Agreement for the period from 2-9-2021 THROUGH 12-31-2021.

-

WITNESSETH

WHEREAS, the Contractor is a vendor certified by the Agency, Itasca Health & Human Services/Itasca Public Health, to provide COVID-19 vaccination administration; and

WHEREAS, the Agency, pursuant to Minnesota Statutes, Sections 373.01, 373.02, and 256E.08 wishes to purchase such consultant services from the Contractor; and

WHEREAS, the Contractor represents that he is duly qualified and willing to perform such services;

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth, the Agency and Contractor agree as follows:

I. CONTRACT GENERAL

A. Contractor's Duties:

1. Description of services is attached to this Agreement as Exhibit "A" and/or the Delegation Agreement.
2. The Contractor shall provide proof of liability insurance.
3. (When applicable) The Contractor shall provide proof of license (photocopy for verification).
4. The Contractor shall, in writing within 30 days, notify the Agency whenever s/he is unable to or going to be unable to, provide the required quality or quantity of Purchased Services. Upon such notifications, Agency shall determine whether such inability will require modification or cancellation of said contract.

B. Delivery of Purchased Services:

1. Purchased Services will be provided only to Itasca County Public Health.

C. Safeguard of Client and Provider Information:

1. The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in Laws of Minnesota, Chapter 13, and 42 CFR Parts 160 and 164 (HIPAA Privacy and Security) or for any purpose not directly connected with the Agency's or Contractor's responsibility with respect to the Purchased Services hereunder is prohibited. The collection, use, maintenance, and dissemination of data on clients shall be in accordance with the laws of Minnesota and the United States applicable to the data. Any persons employed by the Contractor will assure compliance with Minnesota Statute Section 13.46, Subd. 5, 42 CFR Parts 160 and 164, and adhere to the following:
 - a. The parties hereto recognize that data collected, used, exchanged, and disseminated for the administration and management of activities and programs authorized by this Agreement may be classified by State or Federal Law as private or confidential. The Parties agree that such data will be collected, used, exchanged, and disseminated consistent with the requirements of Law applicable to that data, including the Minnesota Data Practices Act, Minn. Stat. & 13.01 et seq., as amended, and the Rules of the Commissioner of Administration promulgated hereunder, MN Rules 1205.0100 et seq. as amended, and 42 CFR Parts 160 and 164, including responsibilities of Business Associates, as amended. To the extent necessary for the administration and management of activities and programs herein provided and as otherwise specifically authorized by law, private and confidential data may be exchanged and disseminated between the respective parties, including their legal representatives.
2. The Agency and Contractor shall insure a mutual exchange of information between Agency and Contractor.

D. Safeguard of Itasca County Public Health Program Information:

1. The Contractor agrees that any information obtained regarding the ICPH Program in total including administration will be held confidential and released only as may be required by law, or to Itasca County Health and Human Services and others as approved by ICPH.

E. Equal Employment Opportunity and Civil Rights and Nondiscrimination:

1. (When applicable) the Contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000e); including Executive Order No. 11246, and Title VI (42 USC 2000d); and the Rehabilitation Act of 1973, as amended by Section 504;

2. (When applicable) Contractor certifies that s/he has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363.073 (1982). This section shall not apply if the grant is for less than \$50,000, and the Contractor has employed 20 or less full-time employees during the previous 12 months.

F. Fair Hearing and Grievance Procedures:

1. The Agency agrees to provide for a Fair Hearing and Grievance Procedure in conformation with Minnesota Statutes, Section 256.045, and in conjunction with the Fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services.

G. Conditions of the Parties' Obligations:

1. It is understood and agreed that in the event the reimbursement to the Agency from State and Federal sources is not obtained and continued at a level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations of each party hereunder shall thereupon be terminated.
2. This Agreement may be canceled by either party at any time, with or without cause, upon 30 day notice, in writing, delivered by mail or in person.
3. Before the termination date specified in Section 1 of this Agreement the Agency may evaluate the performance of the Contractor in regard to terms of this Agreement to determine whether such performance merits renewal of this Agreement.
4. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this Agreement.
5. No claim for services furnished by the Contractor, not specifically provided in the Agreement, will be allowed by the Agency, nor shall the Contractor do any work or furnish any material not covered by this Agreement, unless this is approved in writing by the Agency. Such approval shall be considered to be a modification of the Agreement.

H. Subcontracting:

1. The Contractor shall not enter into subcontracts for any of the goods and services contemplated under this Agreement without written approval of the Agency. All subcontracts shall be subject to the requirements of this Agreement. The Contractor shall be responsible for the performance of any subcontractor.

I. Contractor Interested in Agreement:

1. No county official, or deputy or clerk or employee of such official shall be directly or indirectly interested in any agreement, contract, work, labor, or business to which the County is a party or in which it is or may be interested or in the furnishing of any article to, or the purchase or sale of any property, real or personal, by the County, or of which the consideration, price, or expense is payable from the County treasury. Any violation of the provisions of Minnesota Statutes, Section 382.18, shall be a gross misdemeanor.
 2. Contractor is an independent Contractor for purposes of all laws, including but not limited to Minn. Stat. 176 (Worker's Compensation Laws), Minn. Stat. 177.43 (Fair Labor Standards Act) and Minn. Stat. 268 (Unemployment Compensation Laws). Contractor agrees that it/I am an independent Contractor and not a "public employee" as the latter is defined in Minn. Stat. 179A (Public Employment Labor Relations Act). No tenure or any rights or benefits including worker's compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to county employees shall accrue to the Contractor or employees of the Contractor performing services under this Agreement.
- J. Assurance of Compliance with Federal and State Requirements.
1. Contractor assures that s/he will comply in every respect with all applicable Federal and State laws pertaining to human rights.
 2. In accordance with the above, Contractor hereby agrees to comply with all applicable Federal and State laws, rules, and regulations relating to non-discrimination and affirmative action.
 3. Contractor assures that s/he will comply in every aspect with the Health Insurance Portability & Accountability Act (HIPAA), 42 CFR Parts 160 and 164.
- K. Miscellaneous:
1. Entire Agreement: It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Contractor and any county social services agency relating to the subject matter hereof.
 2. The Contractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary and, as a third-party beneficiary, is an affected party under this Agreement.

II. Contract Specific

A. General Provisions

1. ICPH maintains ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of its contract with the State of Minnesota.
2. The delegated activities or obligations, and related reporting responsibilities are specified in the Delegation Agreement, incorporated into this contract.
3. The contractor agrees to perform any delegated activities and reporting responsibilities in compliance with Itasca Medical Care's contract obligations.
4. The contractor shall comply with 42 CFR §438.3(k) and 42 CFR 434, Subpart A.
5. The contractor agrees to comply with all applicable Medicare and Medicaid laws, regulations, including subregulatory guidance and contract provisions.
6. The contractor agrees to a performance evaluation of delegated activities through a formal review process at least annually.
7. The contractor agrees to the revocation of delegation or imposition of other sanctions if performance is inadequate.

B. Program Integrity Disclosures

The Contractor agrees to:

1. Search monthly, the OIG List of Excluded Individuals/Entities (LEIE), the Excluded Parties List System (EPLS, within the HHS System for Awards Management) database, and the Excluded Provider Lists maintained by the State, for any agents, persons with an Ownership or Control Interest, and Managing Employees to verify these persons:
 - a. Are not excluded from participation in Medicare or Medicaid nor under §§ 1128 or 1128A of the SSA; and
 - b. Have not been convicted of a criminal offense related to that person's involvement in any program established under Medicare, Medicaid or the programs under Title XX of the SSA (42 CFR §§ 455.436: 438.602(d); 438.610).
2. Notify ICPH (after initial contracting) within five days of the date any agent, person with an Ownership or Control Interest, or Managing Employee who has been convicted of a criminal offense related to the involvement in any program established under Medicare, Medicaid, the Title XX services program, or that have been excluded from participation under §§ 1128 or 1128A of the SSA.
3. Comply with Disclosure of Ownership and Management Information in accordance with 42 CFR § 455.104:
 - a. Complete the Ownership and Control Interest Disclosure Statement to include:
 - i. The name, address, date of birth, social security number (in the case of an individual), and tax identification number (in the case of a corporation) of each Person with an ownership or control interest in which the disclosing entity has direct or indirect ownership of five percent (5%) or more;

- ii. A statement as to whether any person with an ownership or control interest is related (if an individual) to any other person with an ownership or control interest as spouse, parent, child or sibling;
 - iii. The name of any other disclosing entity in which a person with an ownership or control interest in the disclosing entity also has an ownership or control interest; and
 - iv. The name, address, date of birth, and social security number of any managing employee of the disclosing entity.
- C. Contractor's Duties
 - 1. The Agency agrees to purchase, and the Contractor agrees to furnish the services described in Exhibit A and according to the Delegation Agreement.
- D. Monitoring and Evaluation:
 - 1. Performance of the Contractor will be monitored in accordance with outcomes.
- E. Payment for Purchased Services:
 - 1. The Agency shall, within 30 days of the end of each month make payment to the Contractor per agreed contract rates of **\$40 per hour**. Contractor will invoice hours worked and description of services every month by the 7th day to ICPH.
 - 2. Malpractice insurance per contract limits will be reimbursed upon invoicing to ICPH if needed by Contractor up to **\$300**.
- F. Recording Requirements or Accountability:
 - 1. The Contractor agrees to maintain records and these records belong to the Agency.
- G. Audit and Record Disclosures:
 - 1. The Contractor Shall:
 - a. Make available financial, statistical and health plan reports to the Agency in regard to services described the Delegation Agreement.
 - b. Comply with policies of the Minnesota Department of Human Services regarding managed care recording and monitoring procedures, as defined in the Agreement between Itasca County Health and Human Services and Department of Human Services, and the administrative rules of the State Agency.
 - c. Respond directly and promptly to State inquiries and data requests.
 - d. Allow ICPH access to all information and data relevant to this contract, and allow release of the information and data to the State.
 - e. Provide CMS, the HHS Inspector General, the Comptroller General, or their designee, and the State with the right to inspect, evaluate, and audit any premises, physical facilities, equipment, pertinent books, financial

records, documents, papers, and records involving financial transactions related to this Contract. If CMS, the HHs Inspector General, the Comptroller General, or their designees, or the State determines that there is a reasonable probability of fraud or similar risk, CMS, HHS Inspector General, the Comptroller General, or their designees, or the State may audit the Contractor at any time.

- f. Agree that the State and CMS's right to inspect, evaluate and audit shall extend through 10 years from the date of the final settlement for the Contract Year pursuant to 42 CFR § 438.3(u).

G. Bonding, Indemnity, Insurance, and Audit Clause:

1. Bonding: The Contractor shall obtain and maintain at all times, during the term of this Agreement, a fidelity bond covering the activity of its personnel authorized to receive or distribute monies. Such bond shall be in the amount of \$ NA .
2. Indemnity: The Contractor agrees that it will at all times indemnify and hold harmless the Agency from any and all liability, loss, damages, costs or expenses which may be claimed against the Agency or Contractor;
 - a. By reason of any service client's suffering personal injury, death, or property loss or damages either while participating in or receiving from the Contractor the care and services to be furnished by the Contractor under this Agreement, or while on premises owned, leased or operated by the Contractor, or while being transported to or from said premises in any vehicle owned, operated, chartered or otherwise contracted for by the Contractor or his assigns; or
 - b. By reason of any service client's causing injury to another person, or damage to the property of another person during any time when the Contractor or his assigns or employee thereof has undertaken or is furnishing the care and service called for under this Agreement.
3. Insurance: To procure and maintain professional liability insurance consistent with amount determined by Itasca County. Contractors shall provide a certificate of such insurance to ICPH, which documents the following minimum coverage amounts:
 - a. \$1,500,000 when the claim is one for death by wrongful act or omission and \$1,500,000 to any claimant in any other case; and
 - b. \$3,000,000 aggregate for any number of claims arising out of a single occurrence for the protection of the County of Itasca.

4. The Contractor certifies that s/he is in compliance with the workers' compensation insurance requirements of Minnesota Statutes, Section 176.181, and subdivision 2.

This contract may be extended for a period of one year, at the option of the Contractor. If the Contractor desires to extend the term of the contract, they shall notify the Agency in writing at least 60 days before the expiration of the contract. All terms of this contract will remain in effect pending execution of a Contract Amendment, execution of a new Contract or notice of termination as provided under Section I.

BY _____
Kelly Chandler, Division Manager
Itasca County Public Health

DATED _____

BY _____
Chairperson,
Itasca County Board

DATED _____

BY _____
Nancy McKenzie, RN

DATED _____

Exhibit A
Itasca County Public Health

Nancy McKenzie will:

1. Perform duties for COVID-19 Vaccination Administration



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 9, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1323

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Ryan Sutherland

AGENDA ITEM:

Forest Service Road Project Agreement

BOARD ACTION REQUESTED:

Approve the Forest Service Road Project Agreement 21-RO-11090300-016 between Itasca County and the Chippewa National Forest Service and authorize the County Engineer to sign the agreement.

BACKGROUND:

Each year Itasca County and the Chippewa National Forest work together to maintain roads within Itasca County. The Road Project Agreement 21-RO-11090300-016 allows for the two parties to cooperate and provide minor maintenance on roads under the Forest Service jurisdiction. Specific work completed under this agreement will be the application of chloride and grading of 4.0 miles of Eagles Nest Road. Work will be completed by Itasca County and funded by the Forest Service.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. 21RO110903000016 Itasca County_Eagle Nest Road for Itasca signature

02/02/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 02/09/2021 2:30 PM
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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Terry Snyder
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

FS Agreement No. 21-RO-11090300-016

Cooperator Agreement No. _____

ROAD PROJECT AGREEMENT
Between
ITASCA COUNTY
And The
USDA, FOREST SERVICE,
CHIPPEWA NATIONAL FOREST

This Project Agreement (agreement) is hereby made and entered into by and between ITASCA, COUNTY OF (INC.), hereinafter referred to as “COOPERATOR,” and the USDA, Forest Service, CHIPPEWA NATIONAL FOREST, hereinafter referred to as the “U.S. Forest Service,” as specified under the authority and provisions of the Cooperative Forest Road Agreement #20-RO-11090300-027 executed between the parties on May 13, 2020.

Project Title: ROAD BLADING AND CHLORIDE TREATMENT – EAGLE NEST ROAD

I. BACKGROUND:

The parties entered into a Forest Road Cooperative Agreement (Coop Agreement) on May 13, 2020. This Coop Agreement allows for the parties to cooperate in the planning, survey, design, construction, reconstruction, improvement and maintenance of certain forest roads. The Schedule A, which is attached to the Coop Agreement, identifies the maintenance responsibilities of the parties to the specific road systems and may be revised as necessary. The process of revising the Schedule A can be labor intensive and time consuming due to requiring extensive valuations and several levels of formal review. Accordingly, formal revision of the Schedule A does not readily lend itself to rapid response times, adjusting to limited funding opportunities and a high degree of site condition specificity.

The Coop Agreement allows for specific Project Agreements between the parties with the intent of completing work as expeditiously as available funds or work opportunities allow.

The Coop Agreement identifies numerous requirements for the development of Project Agreements. These requirements include but are not limited to:

- The specific project (road) must be included in an approved U.S. Forest Service – Cooperator plan (Schedule A).
- Mutual approval.
- The cost to be borne by each party.
- The amount of cooperative funds as set forth in the Project Agreement shall be the maximum commitment of either party unless changed by a formal modification prior to incurring any expense.



- Work must be completed in accordance with agreed upon standards.

II. PURPOSE:

The purpose of this Project Agreement (agreement) is to document the parties' cooperation in the road blading and chloride treatment of Eagle Nest Road, FS 2198. The work is described in the hereby incorporated Financial and Operating plan, attached as Exhibits A and B respectively.

III. THE COOPERATOR SHALL:

- A. Perform in accordance with the Financial and Operating Plan, Exhibits A and B.
- B. Bill the U.S. Forest Service for actual costs incurred, not to exceed \$10,800.00.

IV. THE U.S. FOREST SERVICE SHALL:

- A. Perform in accordance with the Financial and Operating Plan, Exhibits A and B.
- B. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse ITASCA COUNTY for the U.S. Forest Service's share of actual expenses incurred, not to exceed **\$10,800.00**, as shown in the Financial Plan. The U.S. Forest Service shall make payment upon receipt of COOPERATOR's MONTHLY invoice. Each invoice from COOPERATOR must display the total project costs for the billing period.

Each invoice must include, at a minimum:

- 1) COOPERATOR's name, address, and telephone number
- 2) U.S. Forest Service agreement number
- 3) Invoice date
- 4) Performance dates of the work completed (start and end)
- 5) Total invoice amount for the billing period

The invoice must be forwarded to:

U.S. Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Ave NE
Albuquerque, NM 87109

FAX: 877-687-4894

Send a copy to: Zachary Mclellan
200 Ash Avenue NW
Cass Lake, MN 56633
zachary.mclellan@usda.gov

**V. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:**

- A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Ryan Sutherland Address: 123 4 th St NW City, State, Zip: Grand Rapids, MN 55744 Telephone: 218-327-2853 FAX: 218-327-0688 Email: Ryan.Sutherland@co.itasca.mn.us	Name: Ryan Sutherland Address: 123 4 th St NW City, State, Zip: Grand Rapids, MN 55744 Telephone: 218-327-2853 FAX: 218-327-0688 Email: Ryan.Sutherland@co.itasca.mn.us

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Zachary Mclellan Address: 200 Ash Ave NW City, State, Zip: Cass Lake, MN 56633 Telephone: 218-335-8664 CELL: 218-214-3911 Email: zachary.mclellan@usda.gov	Name: Nancy Borman Address: 8901 Grand Avenue Place City, State, Zip: Duluth, MN 55808 Telephone: 218-626-4364 FAX: 218-626-4397 Email: nancy.borman@usda.gov

- B. In the event of a conflict between this Project Agreement and the Coop Agreement, the latter shall take precedence.
- C. FREEDOM OF INFORMATION ACT (FOIA). Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 USC 552). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2008 Farm Bill).

- D. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperatives, their Employees,



Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

- E. FUNDING EQUIPMENT. Federal funding under this agreement is not available for reimbursement of COOPERATOR's purchase of equipment. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over 1 year.
- F. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or COOPERATOR from participating in similar activities with other public or private agencies, organizations, and individuals.
- G. ENDORSEMENT. Any of COOPERATOR's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of COOPERATOR's products or activities.
- H. ALTERNATE DISPUTE RESOLUTION. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to, conciliation, facilitation, mediation, and fact finding.
- I. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS: All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:
 - (a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
 - (b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.
 - (c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
 - (d) If the Government determines that the recipient is not in compliance with this award provision, it:



(1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and

(2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

- J. MODIFICATION. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
- K. TERMINATION. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of this agreement after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination. (Excess funds must be refunded within 60 days after the effective date, OR Excess funds must be refunded in accordance with the REFUND provision of the agreement).
- L. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of last signature and is effective **through December 31, 2021** at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.
- M. AUTHORIZED REPRESENTATIVES. By signature below, the parties certify that the individuals listed in this document as representatives of each party are authorized to act in their respective areas for matters related to this agreement.



This agreement shall be effective as of the date herein written and shall supersede all prior existing agreements, if any, for the same roads.

KARIN GRANDIA, County Engineer
Itasca County, Minnesota

Date

MICHAEL STANSBERRY, Forest Supervisor
U.S. Forest Service, Chippewa National Forest

Date

The authority and format of this agreement have been reviewed and approved for signature.

NANCY
BORMAN

Digitally signed by NANCY
BORMAN
Date: 2021.01.13 10:14:39
-06'00'

NANCY BORMAN
U.S. Forest Service Grants Management Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

U.S. Forest Service

OMB 0596-0217
FS-1500-17BExhibit USFS Agreement No.:
Cooperator Agreement No.: Mod. No.:

Note: This Financial Plan may be used when:
(1) No program income is expected and
(2) The Cooperator is not giving cash to the FS and
(3) There is no other Federal funding

Agreements Financial Plan (Short Form)**Financial Plan Matrix:** Note: All columns may not be used. Use depends on source and type of contribution(s).

	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		(e) Total
	(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) In-Kind	
COST ELEMENTS					
Direct Costs					
Salaries/Labor	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$2,800.00	\$0.00	\$0.00	\$2,800.00
Supplies/Materials	\$0.00	\$8,000.00	\$0.00	\$0.00	\$8,000.00
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other					\$0.00
Subtotal	\$0.00	\$10,800.00	\$0.00	\$0.00	\$10,800.00
Coop Indirect Costs		\$0.00	\$0.00		\$0.00
FS Overhead Costs	\$0.00				\$0.00
Total	\$0.00	\$10,800.00	\$0.00	\$0.00	\$10,800.00
Total Project Value:					\$10,800.00

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 100.00%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 0.00%
Total (f+g) = (h)	(h) 100.00%

WORKSHEET FOR

FS Cash to the Cooperator Cost Analysis, Column (b)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor

Standard Calculation					
Job Description		Cost/Day	# of Days		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Non-Standard Calculation

Total Salaries/Labor		\$0.00
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Travel

Standard Calculation					
Travel Expense	Employees	Cost/Trip	# of Trips		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Non-Standard Calculation

Total Travel		\$0.00
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Equipment

Standard Calculation					
Piece of Equipment	# of Miles	Cost/Mile			Total
Road Grader	4.00	\$700.00			\$2,800.00
					\$0.00
					\$0.00

Non-Standard Calculation

Total Equipment		\$2,800.00
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Supplies/Materials

Standard Calculation				
Supplies/Materials		# of Miles	Cost/Mile	Total
Magnesium Chloride Application		4.00	\$2,000.00	\$8,000.00
				\$0.00
				\$0.00

Non-Standard Calculation

Total Supplies/Materials		\$8,000.00
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Printing

Standard Calculation				
Paper Material		# of Units	Cost/Unit	Total
				\$0.00

Non-Standard Calculation

Total Printing		\$0.00
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Other Expenses

Standard Calculation				
Item		# of Units	Cost/Unit	Total
				\$0.00

Non-Standard Calculation

Total Other		\$0.00
-------------	--	--------

Subtotal Direct Costs	\$10,800.00
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Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs			Total
	\$10,800.00			\$0.00
Total Coop. Indirect Costs				\$0.00

TOTAL COST	\$10,800.00
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#21-RO-11090300-016
EXHIBIT B
OPERATING PLAN

STATEMENT OF WORK:

Itasca County Highway Department works cooperatively with the Chippewa National Forest to maintain Forest Service roads for residential traffic. The Forest Service agrees to pay for any materials required for work under this project agreement, up to \$10,800.00 for 2021, as agreed upon before any work is completed.

Work under this agreement will involve the following activities:

1. Blading of Eagle Nest Road FS 2198, total of 4.0 miles.
2. Annual application of magnesium chloride on Eagle Nest Road FS 2198 for dust abatement, total of 4.0 miles.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 9, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1324

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Karin Grandia

AGENDA ITEM:

MnDOT Detour Agreement No 1045892

BOARD ACTION REQUESTED:

Adopt the Resolution Re: MnDOT Detour Agreement No. 1045892, which approves the agreement and authorizes the necessary signatures

BACKGROUND:

MnDOT will be performs grading, bituminous milling, bituminous reclamation and bituminous surfacing construction from 0.4 miles east of Bridge 31032 over the Prairie River to 1.97 miles east of TH 65, except the limits of the City of Warba in the summer of 2021. The project is expected to require approximately four months to complete. A detour route utilizing CSAH 3 is required for the duration of the project. Itasca County will receive compensation for maintenance and the road life consumed, which is estimated at \$78,839.53. MnDOT has drafted a detour agreement and requires the County to pass a resolution entering into this agreement.

Similar detour agreements have been reviewed and approved by the County Attorney's Office in the past.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. 2021-01-20 drh signed 1045892 DETOUR AGR ITASCA CO as reviewed

02/02/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 02/09/2021 2:30 PM
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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Terry Snyder
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, February 9, 2021

RESOLUTION 2021-5

RE: MnDOT DETOUR AGREEMENT NO. 1045892

BE IT RESOLVED, that Itasca County enter into MnDOT Agreement No. 1045892 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the County for the use and maintenance of County State Aid Highway No. 3 as a detour route during the construction to be performed upon, along, and adjacent to Trunk Highway No. 2 from 0.4 miles east of Bridge #31032 over Prairie River to 1.97 miles east of Trunk Highway No. 65, except the limits of the City of Warba under State Project No. 3104-60 (T.H. 2=008).

BE IT FURTHER RESOLVED, that the County Board Chair and Clerk to the County Board are authorized to execute the Agreement and any amendments to the Agreement.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Terry Snyder
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 9th day of February 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 9th day of February A.D. 2021.

Administrator

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
ITASCA COUNTY
DETOUR AGREEMENT
For Trunk Highway No. 2 Detour**

State Project Number (S.P.):	<u>3104-60</u>	Original Amount Encumbered
State Project Number (S.P.):	<u>3105-16</u>	<u>\$78,839.53</u>
Trunk Highway Number (T.H.):	<u>2=008</u>	

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and ITASCA COUNTY acting through its Board of Commissioners (County").

Recitals

1. The State is about to perform grading, bituminous milling, bituminous reclamation, and bituminous surfacing construction upon, along, and adjacent to Trunk Highway No.2 from 0.4 miles east of Bridge #31032 over Prairie River to 1.97 miles east of Trunk Highway No. 65, except the limits of the City of Warba under State Project No. 3104-60 (T.H. 2=008); and
2. The State requires a detour to carry T.H. 2 traffic on County State Aid Highway No. 3 during the construction; and
3. The County is willing to maintain the T.H. 2 detour; and
4. The State is willing to reimburse the County for the road life consumed by the detour and detour maintenance as hereinafter set forth; and
5. Minnesota Statutes § 471.59, subdivision 10, § 161.25, and § 161.20, subdivision 2(b), authorize the parties to enter into this Agreement.

Agreement

1. Term of Agreement;

- 1.1. Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. Expiration Date.** This Agreement will expire when the State removes all detour signs, returns the temporary Trunk Highway detour to the County, and pays for the detour compensation.

2. Agreement Between the Parties

2.1. Detour.

- A. Location(s).** The State will establish the T.H. 2 detour route on the following County road(s) as detailed in the project plans or Special Provisions:
County State Aid Highway (C.S.A.H.) No. 3 for a total distance of 18.2 miles.
- B. Modification of the Detour Route.** The State may modify the detour route or may add additional roadways to the official detour during construction. The State will request concurrence from the

County for changes to the detour route. If such change increases the State's total payment amount over the maximum obligation in Article 3.2, the Agreement will be amended.

- A. Axle Loads and Over-Dimension Loads.** The County will permit 9-ton axle loads on the detour route. Over-dimension loads will be allowed by MnDOT permit.
- B. Traffic Control Devices.** The State may install, maintain, and remove any traffic control devices it considers necessary to properly control the detoured traffic. The State may paint roadway markings, such as the centerline, edge lines, and necessary messages.
- C. Duration.** The State will provide the County with advance notice identifying the dates the State intends to place and remove the detour signing.

2.2. Maintenance.

- A.** The County will maintain the portion of the detour that is on City streets/County roads, and furnish all necessary labor and materials, to the satisfaction of the State's District Maintenance Engineer at Duluth.
- B. County's Failure to Adequately Maintain.** If the County fails to adequately maintain the detour as provided in Section 2.2.A. of this Agreement, of which failure the State will be the sole judge, the State may perform such work or cause it to be performed, as the State's District Maintenance Engineer considers necessary, to properly and adequately maintain the T.H. 2 detour. The State may retain the cost of such maintenance from any moneys then due, or thereafter becoming due, to the County under this Agreement. This paragraph will not be construed to relinquish any rights of action that may accrue on behalf of the State against the County for any breach of agreement.

2.3. Basis of State Cost.

- A. Road Life Consumed.** The State will reimburse the County for the road life consumed by the detour using the following methods, as set forth in the Detour Management Study Final Report dated January 1991, and updated by MnDOT's Policy on Cost Participation for Cooperative Construction Projects and Maintenance Responsibilities between MnDOT and Local Units of Government.
 - i.** The "Gas Tax Method" formula, multiplies the Combined Tax Factor per mile times the Average Daily Traffic ("ADT") count of vehicles diverted from the Trunk Highway times the county road length in miles times the duration of the detour in days to determine the State's cost for the road life consumed by the detour. If an ADT changes, the parties will amend the Agreement.
 - ii.** The County may, at its option, perform an "Equivalent Overlay Method" analysis. A State-approved firm, at no cost or expense to the State, must perform the testing and analysis. The County will keep records and accounts to verify any claim it might bring against the State for additional costs using the "Equivalent Overlay Method".
- B. Maintenance Costs.** The State's detour maintenance cost will be equal to the amount computed by using the "Gas Tax Method" formula under Section 2.3.A.

3. Payment

The State's payment consists of the sum of the road life consumed and maintenance amounts.

- 3.1. For Road Life Consumed.** The State's total payment for the road life consumed by the detour is equal to the amount computed by using the "Gas Tax Method" formula plus any amount determined by using the "Equivalent Overlay Method" analysis that is in excess of twice the "Gas Tax Method" amount.

The State's estimated cost for the road life consumed by the detour is based on the data below:

<u>Tax Factor</u>	<u>ADT</u>	<u>Road Length (Miles)</u>	<u>Duration (Days)</u>	<u>Cost</u>
0.00513	4010	18.2	117	\$43,804.53
Road Life Consumed Amount:				<u>\$43,804.53</u>

- 3.2. For Maintenance. \$35,035.00** is the State's estimated cost for detour maintenance based on \$500.00 multiplied times a County road length of 18.2 miles times a detour duration of 3.85 months.

The State may retain the cost of State performed detour maintenance, as provided for in Section 2.2 of this Agreement, from any moneys then due, or thereafter becoming due, to the County under this Agreement.

3.3. Total Payment and Maximum Obligation.

- A. \$78,839.53** is the State's estimated payment for road life consumed (**\$43,804.53**) and maintenance (**\$35,035.00**).
- B. \$120,000** is the maximum obligation of the State under this Agreement and must not be exceeded unless the maximum obligation is increased by execution of an amendment to this Agreement.

- 3.4. Conditions of Payment.** The State will pay the County the State's total road life consumed and maintenance payment amount after performing the following conditions.

- A.** Execution of this Agreement and the County's receipt of the executed Agreement.
- B.** State's encumbrance of the State's total payment amount.
- C.** State's removal of all detour signs.
- D.** State notifies the County of the removal of the detour signs, and the number of days the detour was in effect.
- E.** State's receipt of a written request from the County for payment.

4. Release of Road Restoration Obligations

By accepting the State's road life consumed and maintenance payment plan and total payment amount, the County releases the State of its obligation, under Minnesota Statutes § 161.25, to restore the County roads used as a T.H. 2 detour to as good condition as they were before designation as temporary trunk highways.

5. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

5.1. The State's Authorized Representative will be:

Name, Title: Morris Luke, Assistant District Traffic Engineer (or successor)
 Address: 1123 Mesaba Ave., Duluth, MN 55811
 Telephone: (218) 725-2778
 E-Mail: morris.luke@state.mn.us

5.2. The County's Authorized Representative will be:

Name, Title: Karin Grandia, County Engineer (or successor)
 Address: 123 NE 4th Street, Grand Rapids, MN 55744
 Telephone: (218) 327-2853
 E-Mail: karin.grandia@co.itasca.mn.us

6. Assignment; Amendments, Waiver; Contract Complete

- 6.1. *Assignment.*** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 6.2. *Amendments.*** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 6.3. *Waiver.*** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 6.4. *Contract Complete.*** This Agreement contains all prior negotiations and agreements between the State and the County. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

7. Liability

The County and State will be responsible for their own acts and omissions, to the extent authorized by law. Minnesota Statutes § 3.736 governs the State's liability. Minnesota Statutes, Chapter 466 governs the liability of the County.

8. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the County's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

9. Government Data Practices

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

10. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11. Termination; Suspension

- 11.1. *By Mutual Agreement.*** This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.
- 11.2. *Termination for Insufficient Funding.*** The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued

at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the County. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the County will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

11.3. *Suspension.* In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance, and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

12. Force Majeure

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

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

STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

SWIFT Purchase Order: 3000571585

ITASCA COUNTY

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Approved:

By: _____
(District Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

INCLUDE COPY OF THE RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

ITASCA COUNTY

RESOLUTION

IT IS RESOLVED that ITASCA County enter into MnDOT Agreement No. 1045892 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the County for the use and maintenance of County State Aid Highway No. 3, as a detour route during the construction to be performed upon, along, and adjacent to Trunk Highway No. 2 from 0.4 miles east of Bridge #31032 over Prairie River to 1.97 miles east of Trunk Highway No. 65, except the limits of the City of Warba under State Project No. 3104-60 (T.H. 2=008).

IT IS FURTHER RESOLVED that the _____
(Title)
and the _____
(Title)
are authorized to execute the Agreement and any amendments to the Agreement.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Board of Commissioners of ITASCA County at an authorized meeting held on the _____ day of _____, 2021, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this _____ day of _____, 2021

Notary Public _____

My Commission Expires _____

(Signature)

(Type or Print Name)

(Title)



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 9, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1325

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Karin Grandia

AGENDA ITEM:

Sponsor Resolution for Feeley Township LRIP Application

BOARD ACTION REQUESTED:

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

BACKGROUND:

The LRIP has a program called 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.

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

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

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Resolution 2021-01 (Local Road Improvement Program)

02/02/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 02/09/2021 2:30 PM
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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Terry Snyder
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, February 9, 2021

RESOLUTION 2021-6

RE: RESOLUTION OF SUPPORT FROM SPONSORING AGENCY

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

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

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

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

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

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Terry Snyder
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 9th day of February 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 9th day of February A.D. 2021.

Administrator

**FEELEY TOWNSHIP
RESOLUTION #2021-01**

Resolution Approving 2021 Local Road Improvement Program (LRIP) Funding Application to the Minnesota Department of Transportation (MnDOT) for Shallow Lake Road Improvements

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

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

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

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

WHEREAS, Over the past 2.5 years, Feeley Township has invested \$42,000 into temporary improvements to address the road's poor conditions including cracks and potholes due to weathering, usage and improper base, and

WHEREAS, The existing roadway requires heavy yearly maintenance, and

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

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

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

WHEREAS, The proposed year for the said Project construction is 2022, and

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

1. Supports the upgrade of Shallow Lake Road to address safety concerns and road surface deterioration.
2. Supports the preparation and submission of the 2021 LRIP funding application to advance the improvements of Shallow Lake Road.
3. Provides assurance that the Feeley Township will pay costs associated with the Project and Feeley Township staff will ensure that all aspects of the LRIP funding requirements are met and the Project's schedule is followed.

ADOPTED by the board on this 25th day of January 2021.



Thomas Mikelson, Chair


Attest: Lori Gill, Clerk



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 9, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1326

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Karin Grandia

AGENDA ITEM:

Sponsor Resolution for Ardenhurst 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 Ardenhurst 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.

Ardenhurst Township is applying for LRIP funds to upgrade Stones Road from County Road 174 to its end at Stones Resort. The road has a gravel surface and has little elevation difference from the surrounding swamp. Every spring, the road experiences flooding and is in need of an upgrade. The Township has passed a resolution committing to the project and agreeing to cover any costs not covered by the LRIP grant.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Ardenhurst Resolution

02/02/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 02/09/2021 2:30 PM
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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Terry Snyder
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, February 9, 2021

RESOLUTION 2021-7

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, Ardenhurst Township has requested that Itasca County Sponsor its application for the upgrade of Stones Road from CR 173 to the end near Stones Resort; and

WHEREAS, Ardenhurst 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 Ardenhurst Township for LRIP funding for the upgrade of Stones Road.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Terry Snyder
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 9th day of February 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 9th day of February A.D. 2021.

Administrator

Ardenhurst Township Resolution

State of Minnesota
Itasca County
Ardenhurst Township

Resolution authorizing Ardenhurst Township to make application for funding from Minnesota Department of Transportation "Local Road Improvement Program" (LRIP).

Whereas the Ardenhurst Township Board of Supervisors approves of the attached application for the township owned "Stones' Road" badly needed upgrade project; and

Whereas this project will benefit four resident households and Stones Resort at the end of this township road; and

Whereas the township is committed to funding any amounts above a LRIP award, including amounts to develop engineering plans and specifications.

Now be it resolved that the Ardenhurst Township Board of Supervisors does unanimously adopt this resolution.

Whereupon said resolution was declared duly passed and adopted on this 14th day of January, 2021.

Ardenhurst Board of Supervisors:

Chairman Andy Martin:



Supervisor Walter Breeze:



Supervisor Ray Reitan





**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 9, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1331

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Karin Grandia

AGENDA ITEM:

Support Resolution for the City of Grand Rapids LRIP Application

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Resolution Supporting the City of Grand Rapids' Application to the LRIP Grant Program for a proposed project on 21st Street SW.

BACKGROUND:

The Local Road Improvement Program (LRIP) has a subprogram called Routes of Regional Significance. cities and townships can apply for funds to improve local roads. The maximum grant amount is \$1.25 million. Funds can only be used for capital construction costs and cities/townships must pay for all project development costs including, but not limited to, engineering, permitting and right of way.

The City of Grand Rapids is applying for funds to construct 21st Ave SW from Forest Hills Avenue to Horseshoe Lake Road. Once constructed that road will provide congestion relief to CSAH 23 (Golf Course Road). Itasca County does not need to act as the fiscal agent for Grand Rapids because they are a state aid city and can directly receive the LRIP funds. Grand Rapids has requested a resolution of support for this project.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Terry Snyder
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, February 9, 2021

RESOLUTION 2021-8

**RE: RESOLUTION SUPPORTING THE CITY OF GRAND RAPIDS' APPLICATION TO THE LRIP
GRANT PROGRAM**

WHEREAS, the State of Minnesota has \$75 million in LRIP funding available for three types of accounts, one of which is the Routes of Regional Significance; and

WHEREAS, 21st Street SW, from Forest Hills Avenue to Horseshoe Lake Road, when constructed will provide congestion relief to CSAH 23 (Golf Course Road); and

WHEREAS, the proposed route will provide a benefit to our medical, retail and education communities.

NOW THEREFORE BE IT RESOLVED, that Itasca County supports the City of Grand Rapids' application to the LRIP Grant Program.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Terry Snyder
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 9th day of February 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 9th day of February A.D. 2021.

Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 9, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1327

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Sara Thompson

AGENDA ITEM:

Surface Lease Amendment

BOARD ACTION REQUESTED:

Approve Seventh Amendment to Surface Lease between United States Steel Corporation (US Steel) and Itasca County, and authorize necessary signatures.

BACKGROUND:

Amendment provided for a snowmobile trail re-route on the Nashwauk Snowmobile Trail.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Seventh Amendment Surface Lease - US Steel
2. Nashwauk Trail Re-route on US Steel Map 1
3. Nashwauk Trail Re-route on US Steel Map 2

02/02/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 02/09/2021 2:30 PM
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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Terry Snyder
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

SEVENTH AMENDMENT TO SURFACE LEASE (Snowmobile Trails and All-Terrain Vehicle Trails)

This SEVENTH AMENDMENT TO SURFACE LEASE (Snowmobile Trails and All-Terrain Vehicle Trails) (this "**Amendment**") is made this ____ day of _____, 20____ by and between UNITED STATES STEEL CORPORATION, a Delaware corporation ("**Lessor**"), and ITASCA COUNTY, a Municipal Corporation ("**Lessee**").

WITNESSETH:

WHEREAS, Lessor and Lessee entered into a "Surface Lease (Snowmobile Trails)" dated January 1, 2006 (as the same may have been amended as of the date hereof, including amendments dated on or about February 12, 2007, March 2, 2007, January 7, 2008, October 18, 2017, and January 28, 2019, which, among other things, amended the name of said agreement to "Surface Lease (Snowmobile Trails and All-Terrain Vehicle Trails)") (the "**Lease Agreement**"), pursuant to which Lessor leased to Lessee certain "Leased Premises" described therein; and

WHEREAS, upon and subject to the terms and conditions set forth herein, Lessor and Lessee desire to amend the Lease Agreement as set forth herein.

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. **Incorporation: Definitions.** The foregoing recitals are hereby incorporated in this Amendment as if fully set forth below. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Lease Agreement.

2. **Amendment.** From and after the date of this Amendment, the Lease is hereby amended as set forth below:

(a) Section 1 (Leased Premises) of the Lease is hereby amended to add to the Leased Premises the portions of Lessor's following lands in Township 57 North, Range 22 West, Itasca County, MN identified in the drawing entitled "US Steel Parcels" attached to this Amendment as "**Exhibit A**" and incorporated herein by reference (the "**2019 Snowmobile Land**")

1. Parcel Number: 30-009-4100; NE ¼ of SE ¼ of Section 9
2. Parcel Number: 30-010-3200; NW ¼ of SW ¼ of Section 10
3. Parcel Number: 30-010-2300; SW ¼ of NW ¼ of Section 10
4. Parcel Number: 30-009-1400; SE ¼ of NE ¼ of Section 9

(b) Exhibit A to this Amendment depicting the Additional Snowmobile Land is hereby added to the Lease and incorporated therein by reference.

(c) The words "and all-terrain vehicle" that were added to Section 3 (Purpose) of the Lease pursuant to the amendment thereof dated October 18, 2017, shall not apply to the Additional Snowmobile Land, and the Additional Snowmobile Land may be used only for the operation of snowmobiles, and may not be used for the operation of all-terrain vehicles.

3. **Miscellaneous.**

(a) **Survival of Lease Agreement.** Except as amended herein, all the terms, covenants, and

conditions of the Lease Agreement shall remain in full force and effect.

(b) Entire Agreement. This Amendment contains all of the terms, promises, covenants, conditions, and representations made or entered into by or between the parties hereto with respect to the subject matter hereof. This Amendment supersedes all prior discussions and agreements, whether written or oral, between the parties with respect to the subject matter hereof and constitutes the sole and entire agreement between the parties with respect thereto. This Amendment may not be modified or amended unless such amendment is set forth in writing and executed by both parties hereto.

(c) Successors and Assigns. This Amendment shall apply to, inure to the benefit of, and be binding upon and enforceable against the parties hereto and their respective heirs, successors, and or assigns.

(d) Headings. The headings inselied at the beginning of each paragraph and/or subparagraph are for convenience of reference only and shall not limit or otherwise affect or be used in the construction of any terms or provisions hereof.

(e) Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date above.

UNITED STATES STEEL CORPORATION

ITASCA COUNTY

By:  _____

By: _____

Name: Lukas Klemke _____

Name: _____

Title: Plant Manager, MOO Mines _____

Title: _____

UNITED STATES STEEL CORPORATION

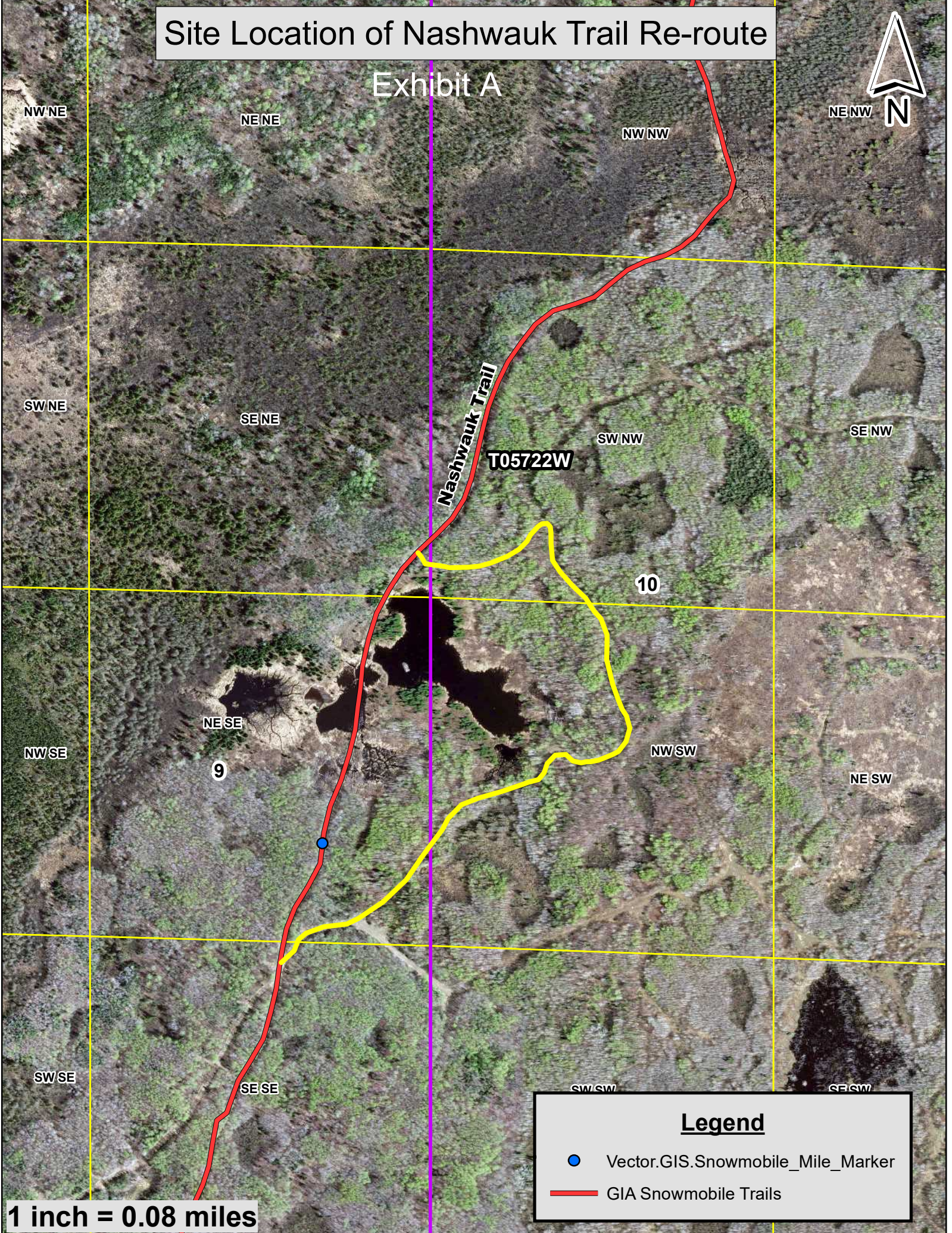
By:  _____

Name: Travis Kolari _____

Title: Plant Manager, MOO Plants _____

Site Location of Nashwauk Trail Re-route

Exhibit A

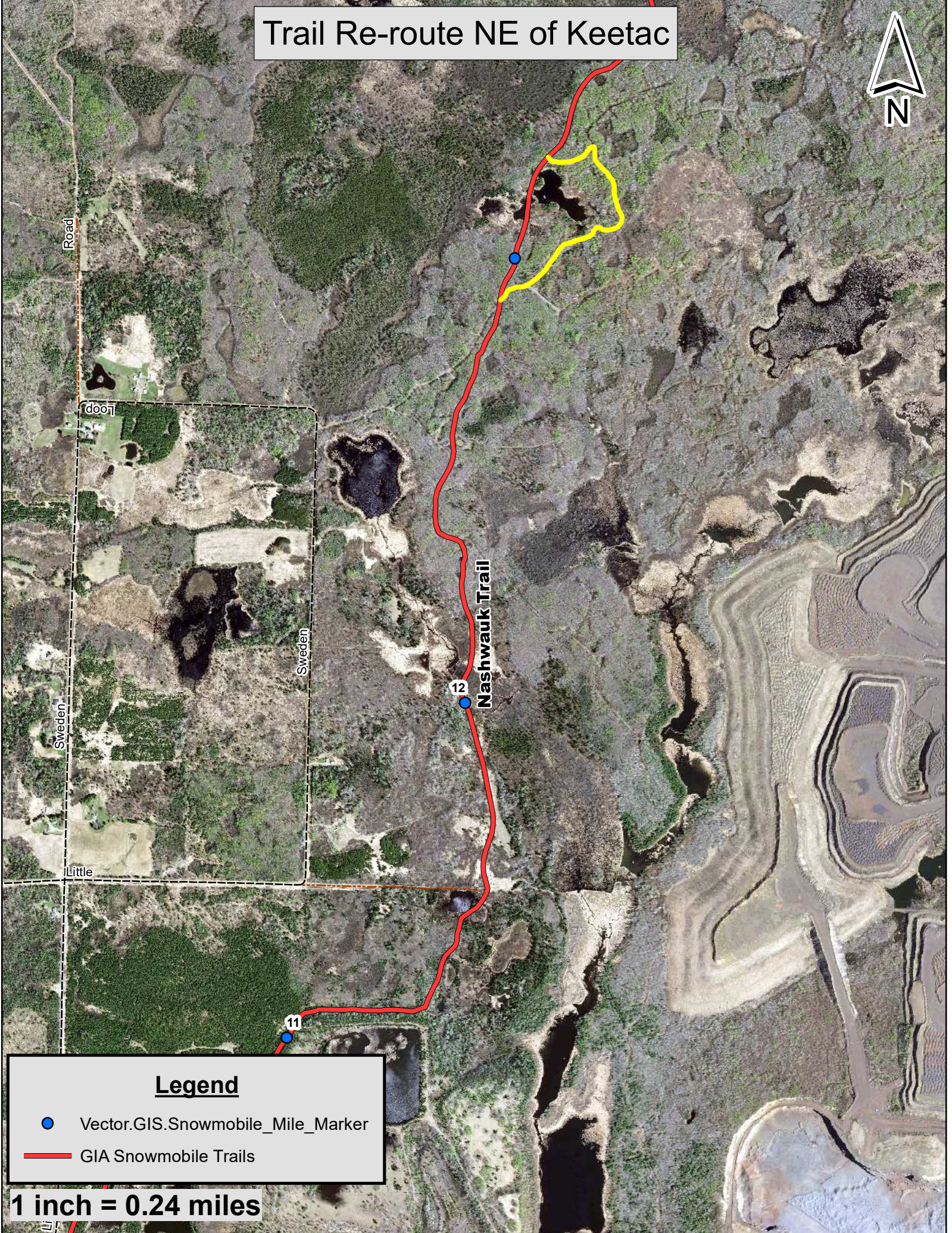


Legend

-  Vector.GIS.Snowmobile_Mile_Marker
-  GIA Snowmobile Trails

1 inch = 0.08 miles

Trail Re-route NE of Keetac



Legend

- Vector.GIS.Snowmobile_Mile_Marker
- GIA Snowmobile Trails

1 inch = 0.24 miles



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 9, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1329

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Kory Cease

AGENDA ITEM:

Special Legislation for Sale of Tax Forfeited Land to Leech Lake Band of Ojibwe

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Seeking special legislation to sell that part of Lot 2, Section 27, Township 145, Range 26, which is a cemetery located within the Leech Lake Reservation, directly to the Leech Lake Band of Ojibwe.

BACKGROUND:

On August 3, 2004, Parcel #75-027-2413 was forfeited to the State to be held in Trust for the Taxing Districts. On October 31, 2019, Parcel #75-027-2415 forfeited to the State to be held in Trust for the Taxing Districts. Said parcels contain a cemetery located within the boundaries of the Leech Lake Reservation. The public interest would be best served by selling this tax-forfeited land directly to the Leech Lake Band of Ojibwe in order to preserve the cemetery. Special Legislation must be approved to allow this direct sale.

COUNTY ATTORNEY REVIEW: NA

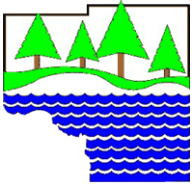
SUPPORTING DOCUMENTATION:

1. Map 75-027-2413_2415

02/02/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 02/09/2021 2:30 PM
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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Terry Snyder
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, February 9, 2021

RESOLUTION 2021-9

RE: SEEKING SPECIAL LEGISLATION TO SELL THAT PART OF LOT 2, SECTION 27, TOWNSHIP 145, RANGE 26, WHICH IS A CEMETERY LOCATED WITHIN THE LEECH LAKE RESERVATION, DIRECTLY TO THE LEECH LAKE BAND OF OJIBWE

WHEREAS, the following described parcel is tax-forfeited land within Itasca County:

All that part of Government Lot 2, Section 27, Township 145 North; Range 26 West, lying northeasterly of the northeasterly Right of Way line of C.S.A.H 39 and northwesterly of the following described line:

Commencing at the Northwest corner of said Government Lot 2; thence South 89 degrees 21 minutes East, along the North line of said Government Lot 2 a distance of 286 feet more or less to a point on the northeasterly right of way line of the C.S.A.H. 39 Right of Way; thence South 51 degrees 01 minute East, 260.41 feet to the point of beginning of the line to be described; thence North 42 degrees 11 minutes East to intersect the water's edge of Ball Club Lake and there said line terminates.

WHEREAS, said parcels forfeited to the State in Trust for the Taxing Districts on August 3, 2004 and October 31, 2019, and

WHEREAS, said parcels were classified in 2005 and 2020 by the Itasca County Land Classification Committee as non-conservation.

WHEREAS, the Itasca County Board of Commissioners believes that the public interest would best be served by selling the tax-forfeited land to the Leech Lake Band of Ojibwe in order to preserve the cemetery located on said parcel; and

WHEREAS, special legislation from the State of Minnesota is required to sell the tract through a private sale directly to the Leech Lake Band of Ojibwe.

NOW THEREFORE BE IT RESOLVED, that the Itasca County Board of Commissioners requests that the State of Minnesota approve special legislation that would allow private sale of the above described parcels to the Leech Lake Band of Ojibwe.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Terry Snyder
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 9th day of February A.D. 2021 and that the same is a true and correct copy of the whole thereof.

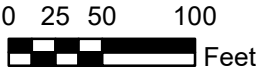
WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 9th day of February A.D. 2021.

Administrator

75-027-2413 & 75-027-2415
Pt of Lot 2, Section 27, Township 145, Range 26



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



Seeking Special Legislation 2021



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 9, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1330

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Kory Cease

AGENDA ITEM:

Special Legislation for Sale of Tax-Forfeited Land to a Private Landowner

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Seeking special legislation to sell a tax-forfeited parcel to a private landowner, which would allow sale of the South 2 rods of the East 16 rods of Government Lot 14, Section 4, Township 60, Range 26, West of the Fourth Principle Meridian, containing approximately 0.20 acres, known as parcel #38-004-2803.

BACKGROUND:

On October 16, 1980, Gordon Gregerson took title to the above described parcel #38-004-2803, where his house was thereby physically located, together with a parcel of land directly south, described as the North 10 rods of the East 16 rods of the Northeast Quarter of the Southeast Quarter, Section 4, Township 60, Range 26, known as Parcel #38-004-3102. These parcels together were Gregerson's homestead. Gregerson died in 1988, at which time his estate transferred to Donald Gregerson the parcel 38-004-3102. Subsequently, Donald Gregerson transferred the property to Vincent Holsman, the current adjacent landowner. These transfers inadvertently did not include the above described property where the home is physically located, known as 38-004-2803, resulting in the nonpayment of taxes and forfeiture to the State of Minnesota in Trust for the Taxing Districts in 2017. Direct sale of said tax forfeit parcel to Vincent Holsman will allow purchase of the parcel containing the home he currently occupies, which was not previously transferred to him in error.

COUNTY ATTORNEY REVIEW: N/A

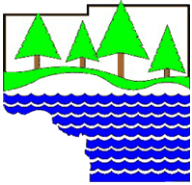
SUPPORTING DOCUMENTATION:

1. Location_Map 38-004-2803

02/02/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 02/09/2021 2:30 PM
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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Terry Snyder
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, February 9, 2021

RESOLUTION 2021-10

**RE: SEEKING SPECIAL LEGISLATION TO SELL A TAX-FORFEITED PARCEL TO A PRIVATE
LANDOWNER**

WHEREAS, the following described parcel is tax-forfeited land within Itasca County: the South 2 rods of the East 16 rods of Government Lot 14, Section 4, Township 60, Range 26, West of the Fourth Principle Meridian, containing approximately 0.20 acres, known as Parcel #38-004-2803.

WHEREAS, said parcel forfeited to the State in Trust for the Taxing Districts on October 31, 2017, and

WHEREAS, said parcel was classified in 2018 by the Itasca County Land Classification Committee as non-conservation, and

WHEREAS, the house located on said forfeited parcel is occupied by the adjacent landowner to the south. Said parcel was not transferred to this adjacent landowner in error. This resulted in the landowner not receiving the tax statements and ultimately being forfeited to the State of Minnesota in Trust for the Taxing Districts, and

WHEREAS, the Itasca County Board of Commissioners believes that the public's interest would best be served by selling the tax-forfeited land directly to Vincent V. Holsman, who currently occupies the house located on the said tax forfeit parcel and owns the adjacent parcel to the south, and

WHEREAS, special legislation from the State of Minnesota is required to directly sell the said tax-forfeited parcel to a private party.

NOW THEREFORE BE IT RESOLVED, that the Itasca County Board of Commissioners requests that the State of Minnesota approve special legislation that would allow direct private sale of the above described tax-forfeited parcel to Vincent V. Holsman.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Terry Snyder
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 9th day of February A.D. 2021 and that the same is a true and correct copy of the whole thereof.

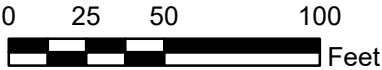
WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 9th day of February A.D. 2021.

Administrator

Parcel #38-004-2803



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



Seeking Special Legislation 2021



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 9, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1328

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, February 9, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1261

DEPARTMENT: Auditor / Treasurer

PRESENTER: Gail Guck

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:

Commissioner Warrants

BOARD ACTION REQUESTED:

Approve Commissioner Warrants with a check date of February 12, 2021 in the amount \$650,755.46.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

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, February 9, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1316

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. DeNucci

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 9, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1332

DEPARTMENT: Health & Human Services

PRESENTER: Kelly Chandler

TIME REQUESTED: 10 Minutes

AGENDA ITEM:

COVID-19 Update

BOARD ACTION REQUESTED:

Receive an informational update regarding COVID-19.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. COVID-19 Update

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, February 9, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1318

DEPARTMENT: Transportation

TIME REQUESTED: 5 Minutes

PRESENTER: Kory Johnson

AGENDA ITEM:

Unorganized Township Gravel Surfacing Project

BOARD ACTION REQUESTED:

Informational

BACKGROUND:

The transportation department budgeted for the use of \$750,000 in unorganized township road funds for completing a gravel surfacing project on selected county roads in unorganized townships. After reviewing needs, selecting roads, and completing the engineering estimate it is anticipated that approximately \$1.1M in unorganized township funds will be utilized to fund the project. This will still leave sufficient funding in the unorganized township account for future projects and provide an immediate positive impact for the public on the selected roads.

COUNTY ATTORNEY REVIEW: No

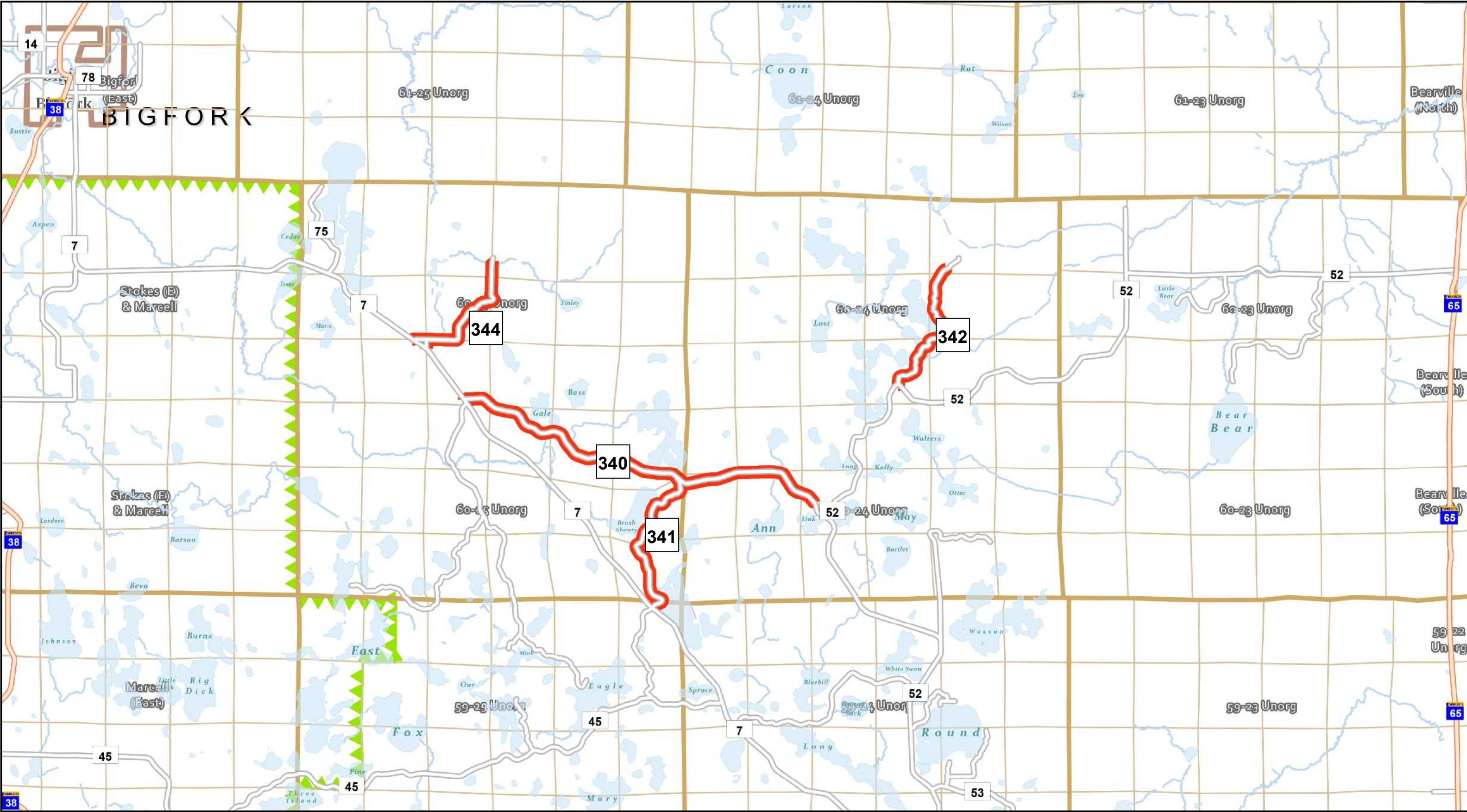
SUPPORTING DOCUMENTATION:

1. 2021_Balsam
2. 2021_Bigfork
3. 2021_DeerRiver
4. 2021_County_Wide

N/A

RESULT:

INFORMATIONAL - NO ACTION TAKEN



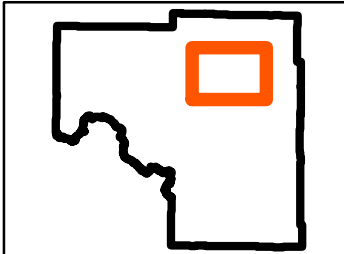
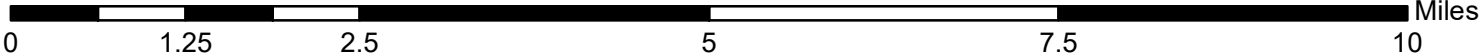
Gravel Surfacing

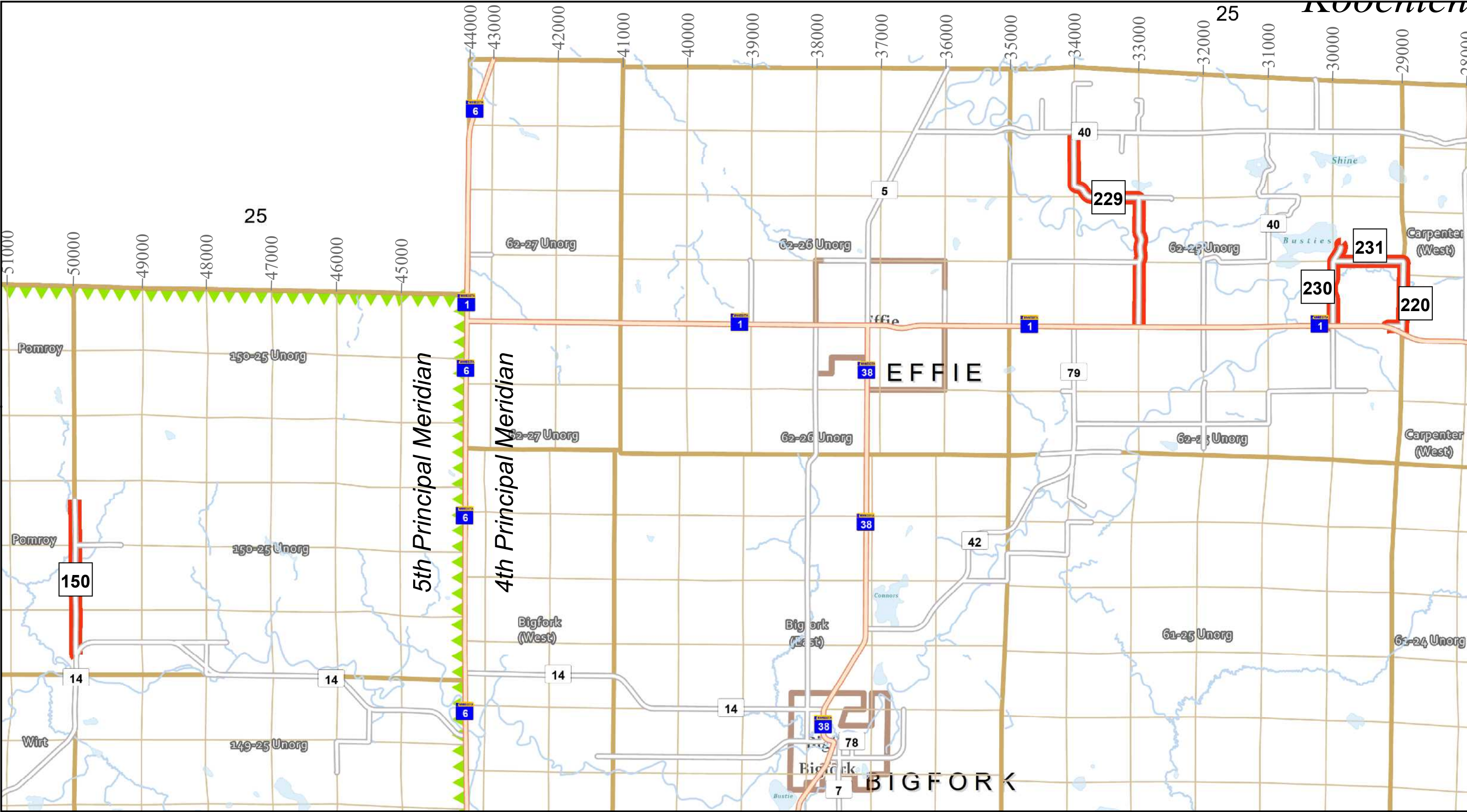
County Road	Miles
340	6.1
341	2.6
342	2.3
344	2.4

2021 Gravel Surfacing Roads Balsam

Itasca County Transportation Department

1/26/2021





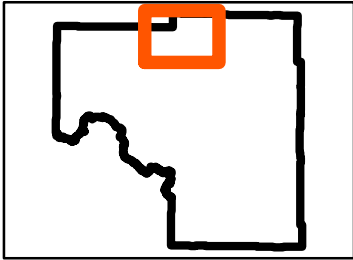
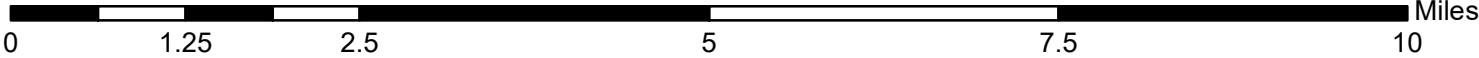
Gravel Surfacing

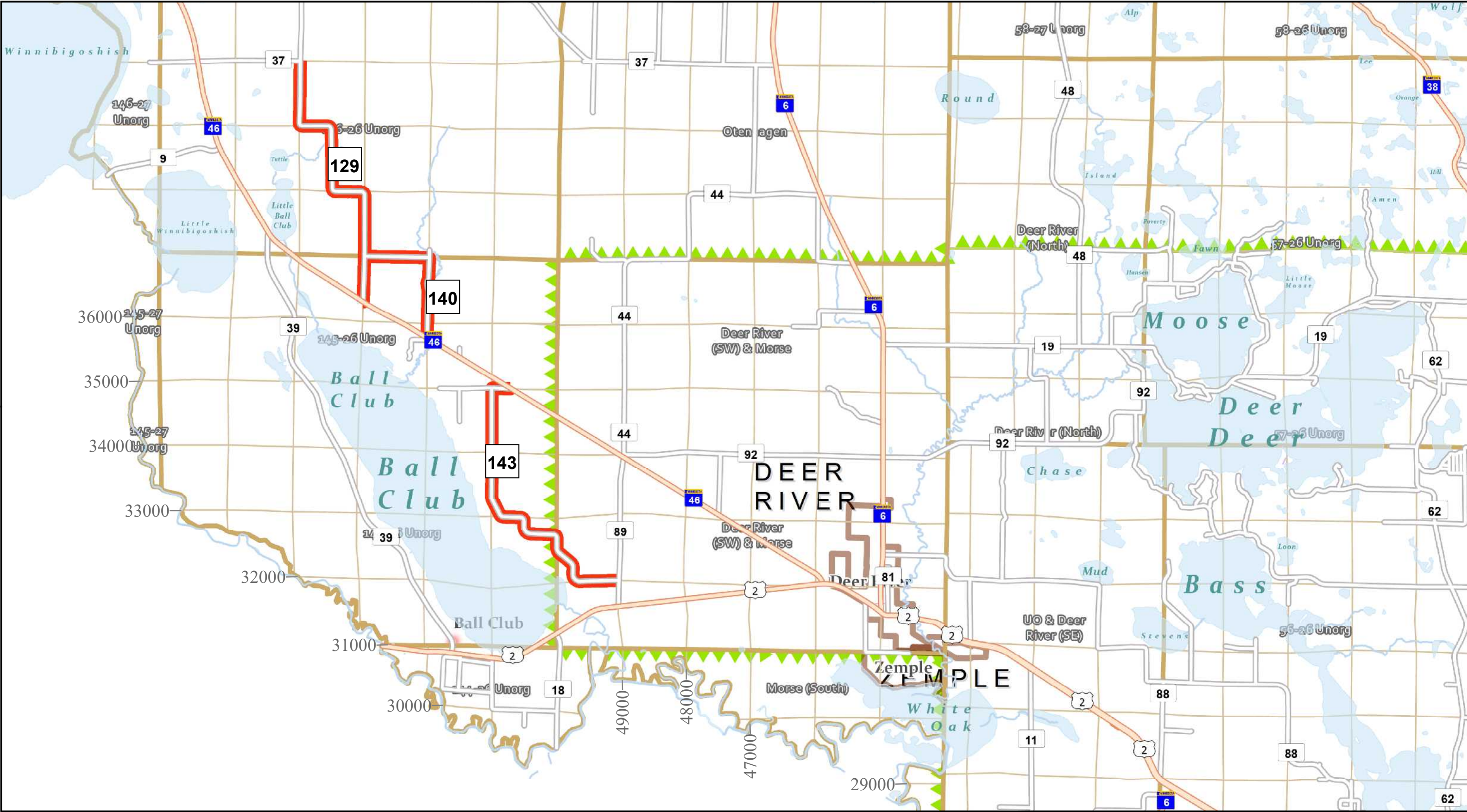
County Road	Miles
150	2.4
220	0.2
229	3.9
230	1.3
231	2.2

2021 Gravel Surfacing Roads Bigfork

Itasca County Transportation Department

1/26/2021





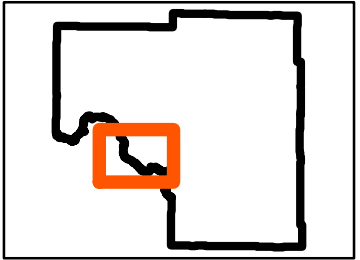
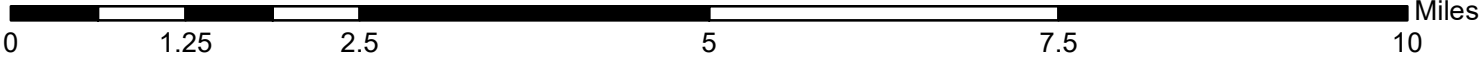
Gravel Surfacing	
County Road	Miles
129	4.6
140	2.2
143 UT	3.4
143 MT	1.4

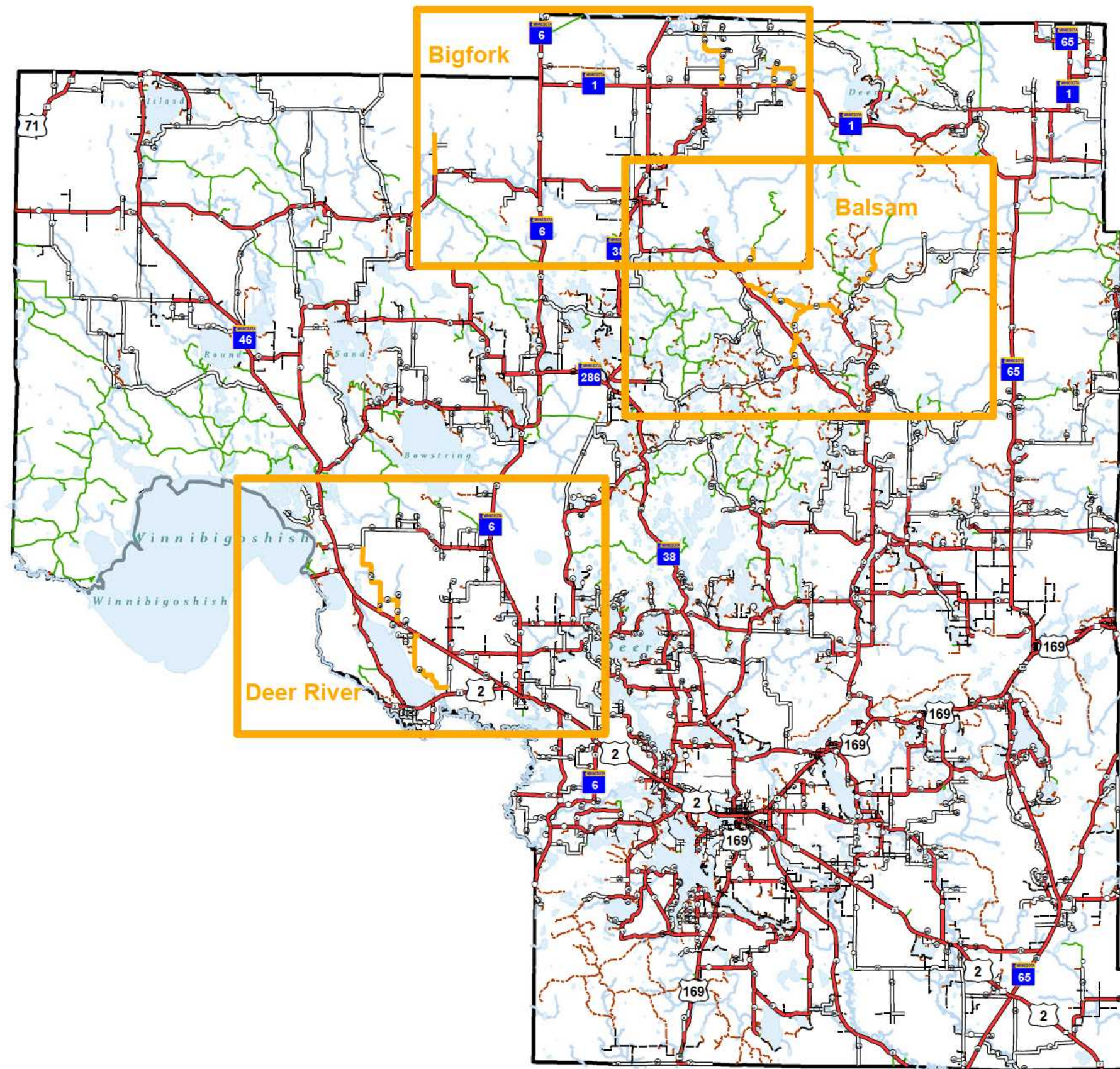
2021 Gravel Surfacing Roads

Deer River

Itasca County Transportation Department

1/26/2021



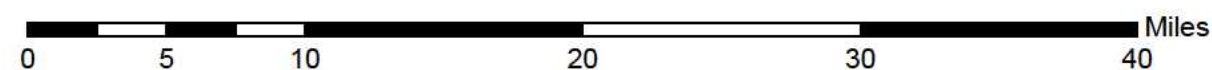


2021 Gravel Surfacing Roads

Itasca County Transportation Department

1/26/2021

Gravel Surfacing





**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 9, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1334

DEPARTMENT: Transportation

TIME REQUESTED: 5 Minutes

PRESENTER: Karin Grandia

AGENDA ITEM:

Eminent Domain on CSAH 52

BOARD ACTION REQUESTED:

Authorize the utilization of eminent domain as set forth in MN Statute 117 to acquire Right-of-Way on parcel 53-002-3400 for the CSAH 52 reconstruction project.

BACKGROUND:

CSAH 52 serves as an important route between CSAH 7 and TH 65 in the northeastern part of the County. The average daily traffic is approximately 100 vehicles per day. The 5 year plan has numerous segments listed for reconstruction to finish the paved connection from CSAH 7 to TH 65 which will provide a good route through the northern portion of the County.

The right of way for this project has been acquired with the exception of a fractional interest in a parcel where the owners of record include 3 deceased persons. The remaining interest was acquired from the living owners of record through the purchase of a highway easement. The condemnation process provides a timely framework to acquire public highway easement rights in situations like this.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION: None

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